

AMENDED AND RESTATED JOINT POWERS AGREEMENT

DASSEL-COKATO COMMUNITY EDUCATION PROGRAM

This Amended and Restated Joint Powers Agreement (“Agreement”) is made and entered into by and among Independent School District No. 466, Dassel-Cokato, Minnesota (the “School District”), the City of Dassel, Minnesota (“Dassel”), and the City of Cokato, Minnesota (“Cokato”)(collectively referred to as the “Cities”).

RECITALS:

WHEREAS, Minn. Stat. § 471.15(a) generally provides that a city, school district, or any board thereof may operate a program of public recreation and playgrounds; acquire, equip, and maintain land, buildings, or other recreational facilities, and expend funds for the operation of such program pursuant to the provisions of Minn. Stat. § 471.15 to Minn. Stat. § 471.19, as amended (the “Recreation Act”); and

WHEREAS, the Recreation Act, specifically Minn. Stat. § 471.15(b), also states that home rule charter or statutory city may expend funds for the purpose of supporting student academic or extracurricular activities sponsored by the local school district; and

WHEREAS, commencing on or about July 29, 1976, the Cities and the School District agreed to cooperate with each other, pursuant to a joint powers agreement (the “Joint Powers Agreement”), for the purpose of offering a year-round comprehensive community education program for students enrolled in the School District and citizens of all ages that reside within the Cities’ legal boundaries (the “Community Education Program”); and

WHEREAS, the Community Education Program presently includes, but is not limited to, learning enrichment activities, vocational skills offerings, and a variety of leisure and recreational activities, including football, baseball, softball, basketball, gymnastics, hockey, aquatics, and arts and crafts; and

WHEREAS, the parties hereto have amended the Joint Powers Agreement several times, but have not updated that agreement since February 26, 2009; and

WHEREAS, the School District and the Cities now desire to amend and restate the Joint Powers Agreement to provide for the continued operation, management, and support of the Community Education Program pursuant to the terms and conditions described below.

NOW, THEREFORE, in consideration of the covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto amend and restate the Joint Powers Agreement as follows:

1. **Authority; Purpose;** This Agreement is entered into by and among the School District and the Cities pursuant to the Recreation Act, and Minn. Stat. § 471.59, as amended, which authorizes governmental units, including cities and school districts, to enter into an agreement to jointly exercise the governmental powers and functions each has individually. The purpose of this Agreement is to reconfirm the continued existence and operation of the Community Education Program, and to provide for its management and continued financial support.

2. **Prior Agreements Superseded.** By amending and restating the Joint Powers Agreement as set forth herein, the Cities and the School District intend that all prior iterations of the Joint Powers Agreement (including amendments) are replaced and superseded by this Agreement.

3. **Program Sites.** Community Education Program activities shall be offered at various sites including, but not limited to, School District buildings and grounds and the Cities' respective parks and recreation facilities.

4. **Responsibility for Supervision and Operations.** The School District shall be responsible for the operation, management and supervision of the Community Education Program. The School District's Director of Community Education shall be the day-to-day supervisor of the Community Education Program, subject to the authority of the School District's Superintendent. The Cities may, from time to time, provide input or recommendations concerning programming or operational matters to the School District for its consideration.

5. **Responsibility for Costs; Financial Contributions.** Except as provided in this Agreement, the School District shall pay all costs and expenses associated with the operation, management and supervision of the Community Education Program. The Cities' annual financial contribution to the Community Education Program shall be as follows: Cokato's payment shall be in the amount of Twenty Two Thousand and 00/100 Dollars (\$22,000); and Dassel's contribution shall be in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000) (collectively, the "City Contributions"). The City Contributions shall be paid by the Cities to the School District in quarterly installments on the following dates each year this Agreement is in effect: July 1, October 1, January 1, and April 1. The parties agree that the City Contributions set forth herein shall be subject to an annual increase of two percent (2.0%) annually on July 1 of each year, commencing July 1, 2023.

6. **School District as Fiscal Agent.** The School District is hereby designated as the fiscal agent for the Community Education Program. As the fiscal agent, the School District shall maintain an accounting for the operation of the Community Education Program and shall process all bills and claims submitted for payment in accordance with procedures required by law. The School District shall purchase equipment, supplies or services for the Community Education Program utilizing the School District's normal purchasing procedures.

7. **Maintenance.** The Cities shall be responsible for the costs of

maintenance, upkeep and utilities of their respective buildings, grounds and equipment used in support of the Community Education Program. The School District shall be responsible for the costs of maintenance, upkeep and utilities of its buildings, grounds and equipment used in support of the Community Education Program.

8. ***Community Education Advisory Council; Bylaws.*** A community education advisory council (the "Advisory Council") is hereby established to cooperatively support the Community Education Program in an advisory capacity. The purposes of the Advisory Council are to: (a) recommend areas of program development within the Community Education Program; (b) expand and improve communications between the School District and community groups and agencies; (c) promote the community education philosophy of lifelong learning for all ages; and (d) recommend appropriate Community Education Program budgets. The Advisory Council is authorized and directed to establish, maintain, and update as necessary and appropriate, bylaws addressing such matters as membership criteria, designation of officers, and the procedures governing its meetings.

9. ***Priority Use of School Facilities for Educational Purposes.*** As provided in the Recreation Act, specifically Minn. Stat. § 471.19, the School District's facilities shall be used primarily for the purpose of conducting the regular school curriculum and related activities and the use of school facilities for recreational purposes authorized by the Recreation Act shall be secondary.

10. ***Insurance and Liability.*** The School District and the Cities shall each obtain insurance against claims arising out of the operation, management and supervision of the Community Education Program in an amount and of a nature consistent with their respective policies and practices, but in no event shall the insurance obtained by the School District and the Cities be less than the amounts set forth in Minn. Stat. § 466.04, subd. 1, as amended. Nothing in this Agreement shall constitute a waiver of the rights, privileges, immunities, and benefits to which each party is entitled under the laws of Minnesota. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law, Minnesota Statutes Chapter 466 and other applicable law govern the liability of the parties. To the full extent permitted by law, this Agreement is intended to be and shall not be construed as a "cooperative activity" between the parties and it is the intent of said parties that they be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, said parties expressly decline responsibility for the acts or omissions of the other party.

11. ***Status of Employees and Volunteers.*** Paid staff, volunteers or other persons who work in the Community Education Program shall abide by and be subject to the rules, regulations and policies of the School District. Said persons shall not be considered employees or volunteers of the Cities for any reason, shall not be entitled to any rights, privileges, or benefits of the Cities' respective employees, and nothing contained herein shall be interpreted as giving such persons any third-party rights with respect to this Agreement.

12. ***Perpetual Agreement; Termination.*** This Agreement shall be perpetual

in duration unless terminated pursuant to provisions of this Agreement, or any state law terminating the Agreement. The Cities and the School District may mutually agree in writing to terminate the Agreement at any time. The Agreement may also be terminated by any party hereto for any reason by providing written notice to the other parties and by delivering to the other parties a resolution adopted by the school board of the School District or by the City Council of Cokato or the City Council of Dassel, as appropriate, seeking termination of the Agreement not less than twelve (12) calendar months prior to the effective date of termination, which shall be no earlier than the close of business on the last school day of the school year so designated on the School District's calendar.

13. **Review of Agreement.** This Agreement will be reviewed by the parties at least once every two years, commencing in 2024. Any changes to this Agreement shall require the mutual written agreement of the parties hereto.

14. **Nondiscrimination.** The Community Education Program shall be operated and administered in accordance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Minnesota Human Rights Act, and other applicable federal and state discrimination laws.

15. **Notices.** Any notice required or permitted to be given hereunder will be properly given in accordance with this Agreement, if in writing and (i) delivered by hand; or (ii) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to School District: Independent School District No.466
Attention: Superintendent
4852 Reardon Avenue SW
Cokato, MN 55321

If to Dassel: City of Dassel
Attention: City Administrator
PO Box 391
Dassel, MN 55325

If to Cokato: City of Cokato
Attention: City Administrator
255 Broadway Avenue South
PO Box 1030
Cokato, MN 55321-1030

16. **Assignment.** None of the parties hereto shall assign or transfer any rights or obligations under this Agreement without the prior written approval of the other parties.

If to Cokato: City of Cokato
Attention: City Administrator
255 Broadway Avenue South
PO Box 1030
Cokato, MN 55321-1030

16. *Assignment.* None of the parties hereto shall assign or transfer any rights or obligations under this Agreement without the prior written approval of the other parties.

17. *Severability.* Should any provision of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by doing so the purpose of this Agreement, taken as a whole in light of the authorizing statute, can be made operative. Should any provision of this Agreement be found unlawful, the governmental units shall meet for the purpose of arriving at an agreement on the lawful provision to replace the unlawful provision. The newly agreed upon provision or amendment must be approved by the boards of the governmental units by resolution.

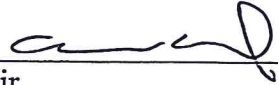
18. *Entire Agreement; Modifications; Applicable Law.* This Agreement contains the entire agreement between the parties. This Agreement supersedes and replaces all prior joint powers agreements, arrangements or understandings between the Cities and the School District. No party has relied upon any statements or promises that are not stated in this Agreement. No changes to or deviations from this Agreement are valid unless they are in writing and signed by the parties hereto. This Agreement shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

19. *Effective Date of Agreement.* This Agreement shall become effective on the date of its approval by the governing bodies of the School District, Cokato and Dassel.

IN WITNESS WHEREOF, the School District and the Cities have executed this Agreement on the dates shown by their respective signatures.

INDEPENDENT SCHOOL DISTRICT
NO. 466

Dated: 2/9, 2022


By: 
Board Chair


Clerk

CITY OF DASSEL

Dated: Jan 17, 2022

By: 
Mayor

By: 
City Clerk

CITY OF COKATO

Dated: 2/9, 2023

By: 
Mayor

By: 
City Clerk