

**JOINT POWERS AGREEMENT
NORTHWESTERN ANOKA COUNTY COMMUNITY CONSORTIUM
“NWACCC”**

The parties to this Agreement are Anoka County, City of Andover, City of Anoka, City of Coon Rapids, City of Ramsey, and Independent School District No. 11, all of which are governmental units of the State of Minnesota. This Agreement is made pursuant to Minnesota Statutes, Section 471.59.

ARTICLE I. GENERAL PURPOSE

The general purpose of this Agreement is to create an organization through which the parties may jointly and cooperatively create a community-wide vision for positive youth development which focuses on developing a detailed action plan to implement the results of the Search Institute Youth Needs Assessment Survey. The organization concentrates on encouraging community partnerships that improve the factors inhibiting healthy development identified in the aforementioned study. The organization works to promote both the internal and external assets identified in the study and assist youth in increasing their ability to make positive choices in their lives. The organization will continually assess progress toward meeting that detailed action plan to promote positive youth development and attempt to diminish or eliminate influences that limit healthy youth development. The organization serves as a formal structure to assemble a permanent Child and Youth Task Force that is responsible for implementing this action plan on a permanent basis. The NWACCC has created a 501 (c)(3) corporation, Youth First, as an organization to implement the goals and desires of the NWACCC. The NWACCC may create additional 501 (c)(3) corporations as needed.

ARTICLE II. PARTIES

Section 1. The governmental units eligible to become parties to this Agreement are Anoka County, City of Andover, City of Anoka, City of Ramsey, City of Coon Rapids, Independent School District No. 11, and such other governmental units sharing common concerns and designated by the Board from time to time.

Section 2. Any governmental unit desiring to enter into this Agreement may do so by the duly authorized execution of a copy of this Agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the governmental unit shall file a duly executed copy of the Agreement, together with a certified copy of the authorizing resolution or other action, with the Board of Directors. The resolution authorizing the execution of the Agreement shall also designate the first directors and alternate director.

ARTICLE III. BOARD OF DIRECTORS

Section 1. The governing and policy-making responsibilities of Northwest Anoka County Community Consortium (NWACCC) shall be vested in its Board of Directors, which shall control its property, be responsible for its finances, and direct its administrative affairs.

Section 2. Each party shall be entitled to two directors, who shall have one vote each. Each party shall also be entitled to one alternate director, who shall be entitled to attend to meetings of the Board, but may only vote in the absence of one of the party's two directors.

Section 3. The two directors and one alternate director shall be appointed by resolution of the governing body of each party. When the governing party of a body appoints a director or alternate director, it shall give notice to the NWACCC of such appointment in writing with a certified copy of the resolution making the appointment. The two directors and alternate director serve at the pleasure of the governing body of the appointed party. Finally, the two directors and alternate director of each party shall be appointed to serve until their successors are appointed and qualified.

Section 4. The two directors and alternate director of each party shall not receive any compensation from the NWACCC for their services.

Section 5. There shall be no voting by proxy; all votes must be cast in person at the Board meetings by the two directors or alternate director.

Section 6. A majority of the votes attributable to the parties constitute a quorum of the Board.

Section 7. The Board by majority vote may designate ex-officio members, who shall be entitled to attend and participate in meetings, but shall not be entitled to vote.

ARTICLE IV. POWERS AND DUTIES OF THE BOARD

Section 1. The powers and duties of the Board shall include the powers set forth in this Article.

Section 2. The Board may appoint an executive director, who shall perform the duties and responsibilities assigned by the Board and whose compensation shall be fixed by the Board.

Section 3. The Board may enter into such contracts as necessary to carry out the general purposes of this organization. No contract on behalf of the organization may be entered into or executed until the Board has approved such action. The Board may authorize any officer or officers, agent or agents, to enter into a contract or execute and deliver an instrument in the name of and on behalf of the organization.

Section 4. It shall establish an annual budget. It may invest or reinvest funds not needed for current operating expenses, if any, in the manner applicable by laws to cities. It shall not at any time incur obligations in excess of funds then available to it. Organization funds may be expended by the Board in accordance with procedure established by laws for the expenditure of funds by statutory cities. Orders, checks and drafts shall be signed by the chair and countersigned by the vice chair. Other legal instruments shall be executed on behalf of the Board by the chair and vice chair.

Section 5. It shall make a financial accounting and report to the parties at least once each year and its books and records shall be audited annually and be available for and open to examination by the parties at all reasonable times.

Section 6. It may accept gifts, apply for and use grants of money or other property from the state, Anoka County, or any other governmental or private organization, and may enter into agreements required in connection therewith and may hold, use, and dispose of such monies or property in accordance with the terms of the gift, grant, loan, or agreement relating thereto.

Section 7. Parties to this agreement will make annual contributions to NWACCC as determined appropriate by their governing Boards.

Section 8. It shall indemnify directors, officers, and employees against claims for damages, costs, and expenses incurred by any of such persons in connection with any action, suit, or proceeding in which he may be involved by reason of his having been a director, officer, or employee, and may obtain liability insurance therefore. Such indemnification need not be exclusive of other rights to which any such person would otherwise be entitled as a matter of law.

Section 9. It may exercise any other power necessary and incidental to the implementation of its powers and duties under the provisions of this Agreement.

Section 10. It may create legal corporations or entities to implement the goals and desires of the NWACCC. Currently the NWACCC has created Youth First, a 501 (c) (3) corporation.

ARTICLE V. MEETINGS, ELECTIONS, AND DUTIES OF OFFICERS

Section 1. Anoka County agrees to convene the organization meeting of NWACCC.

Section 2. At the first meeting of the Board of Directors of NWACCC, the Board shall elect from its members a chair and vice chair. The new officers shall take office for a period of one year after the date on which they are elected.

Section 3. At the organizational meeting, or as soon thereafter as may reasonably be done, the Board shall determine its procedures, including the time, place, frequency, and notice of its regular meetings and the manner of calling special meetings.

Section 4. A vacancy shall immediately occur in the office of any officer upon resignation or death, or otherwise upon such officer ceasing to be a representative of a governmental unit. Upon vacancy occurring in any office, the Board shall fill such position at its next meeting.

ARTICLE VI. WITHDRAWAL

Section 1. Any member party may at any time give written notice of withdrawal from NWACCC. A party withdrawing from membership at a time when such withdrawal does not result in dissolutions of the organization shall forfeit its claim to any assets of the organization.

ARTICLE VII. DISSOLUTION

Section 1. The organization shall be dissolved whenever (a) aggregate withdrawals of member parties representing more than one-half of the area population occurs, or (b) by a majority vote of all members of the Board.

Section 2. Upon dissolution, the remaining assets of the organization, after payment of all obligations, shall be distributed among the parties as determined by the Board.

ARTICLE VIII. DURATION

This Agreement shall continue in effect until dissolved according to Article VII.

ARTICLE IX. EFFECTIVE DATE

This Agreement shall become effective upon its execution by the parties hereto. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed on their behalf.

ATTEST:

COUNTY OF ANOKA

By: _____

By: _____

Jerry Soma
County Administrator

Title: _____

Date: _____

ATTEST:

CITY OF ANDOVER

By: _____

By: _____

Title: _____

Date: _____

ATTEST:

CITY OF ANOKA

By: _____

By: _____

Title: _____

Date: _____

ATTEST:

CITY OF COON RAPIDS

By: _____

By: _____

Title: _____

Date: _____

ATTEST:

CITY OF RAMSEY

By: _____

By: _____

Title: _____

Date: _____

ATTEST:

INDEPENDENT SCHOOL DISTRICT #11

By: _____

By: _____

Title: _____

Date: _____