

Adopted February __, 1984
Amended July 19, 1995
Amended July 27, 2000
Amended and Restated _____, 2021

JOINT AND COOPERATIVE AGREEMENT

PRELIMINARY STATEMENT

The parties to this Agreement are governmental units of the State of Minnesota. Minnesota ~~Statute~~Statutes Section 471.59 permits two or more sub-units, by agreement of their governing bodies, to jointly and cooperatively exercise any power common to each of them. Pursuant to statutory authorization, the parties to this Agreement have chosen to execute a joint powers agreement providing, in essence, for the development of legislative programs on matters of mutual concern and interests.

ARTICLE 1. GENERAL PURPOSE

The primary purpose of this Agreement is for the member municipalities (the “Members”) to jointly and cooperatively develop legislative programs on matters of mutual concern and interest, and to identify, review, and ~~to~~ actively oppose proposals which may be in conflict with the interests of the ~~member municipalities~~Members.

The organization formed pursuant to this Agreement will be funded by ~~member municipalities~~Members’ contributions, as herein specified, with contributions being used for the retention of professional assistance, information preparation and dissemination, research, and other activities that may from time to time be authorized by the ~~membership~~governing body of the organization.

ARTICLE 2. NAME

The Members hereto agree to establish an organization to be known as the Municipal Legislative Commission (the “Commission”) to carry out the objectives of this Agreement.

ARTICLE 3. DEFINITION OF TERMS

For the purpose of this Agreement, the terms defined in this Article shall have the meanings given them by this Article.

- 3.1) “Agreement” means this Joint and Cooperative Agreement, as amended from time to time and as joined by additional Members in the manner provided in Article 4 of this Agreement.
- 3.2) ~~3.1)~~ “Board” or “Board of Directors” means the governing body of the Commission.
- 3.3) “Bylaws” means the bylaws of the Commission adopted by the Board of Directors, as amended from time to time.
- 3.4) ~~3.2)~~ “Commission” means the organization created pursuant to this Agreement.
- 3.5) ~~3.3)~~ “Council” means the governing body of a Member.
- 3.6) ~~3.4)~~ “Directors” means the persons appointed pursuant to this Agreement to serve ~~ason~~ the Board of Directors.
- 3.7) ~~3.5)~~ “Operating Committee” means the committee ~~consisting of the City Managers or Administrators of each Member.~~
- 3.8) ~~3.6)~~ ~~“Member” means a municipality which has entered into~~ established pursuant to Article 9 of this Agreement.
- 3.9) ~~3.7)~~ ~~“Associate”~~ “Member” means a municipality which has entered into this Agreement, ~~but does not have the same voting rights and privileges as a Member.~~

ARTICLE 4. ADDITIONAL MEMBERS

~~Any other~~ Following the effective date of this Agreement, any Minnesota municipality that is not then a Member may become ~~a Member or Associate~~ an additional Member upon approval by a majority vote of ~~the then Members~~ all Directors.

~~ARTICLE 5.~~

~~EFFECTIVE DATE~~

A municipality that has been approved to become an additional Member shall enter into this Agreement by duly executing a counterpart copy of this Agreement ~~any by filing such.~~ The additional Member shall file the signed counterpart copy of this Agreement, together with a certified copy of the authorizing resolution of the additional Member’s Council, with the Commission’s Chair and Executive Director. ~~This Agreement shall become effective upon approval by at least six (6) municipalities, or on~~

ARTICLE 5. EFFECTIVE DATE

The original effective date of this Agreement was February __, 1984, ~~whichever is sooner.~~ It was most recently amended and restated effective as of __, 2021.

ARTICLE 6.
POWERS AND DUTIES OF THE COMMISSION

- 6.1) The powers and duties of the Commission shall include the powers set forth in this article.
- 6.2) ~~It~~The Commission may establish legislative programs embodying proposed legislation and positions on proposed legislation.
- 6.3) ~~It~~The Commission may take such action as it deems necessary and appropriate to accomplish the general purpose of ~~this organization~~the Commission.
- 6.4) ~~It~~The Commission may consult with persons knowledgeable in the legislative process and persons having a special interest therein, such as legislators, research organizations, educational institutions, other political subdivisions, municipal organizations, regulatory organizations, technical experts, and any other persons who can provide pertinent information concerning legislation of interest to the Commission.
- 6.5) ~~It~~The Commission may provide for the prosecution, defense, or other participation in actions or proceedings at law in which it may have an interest, and may employ counsel for that purpose.
- 6.6) ~~It~~The Commission may conduct such research and investigation and take such action as it deems necessary, including participation and appearance in proceedings of any metropolitan, state, federal, regulatory, or legislative or administrative bodies, on any proposed or existing law, bill, or recommendation related to or affecting any or all ~~members~~Members.
- 6.7) ~~It~~The Commission may enter into any contracts deemed necessary by the Board to carry out ~~its~~the Commission's powers and duties, subject to the provisions of this Agreement.
- 6.8) ~~It~~The Commission may contract with any of the Members or others to provide space, services, or materials on its behalf. Any contracts let or purchases made shall conform to the requirements applicable to Minnesota statutory cities.
- 6.9) ~~It~~The Commission may accept gifts, apply for use grants, enter into agreements required in connection therewith and hold, use and dispose of money or property received as a gift or grant in accordance with the terms thereof.
- 6.10) ~~It shall cause an annual audit of the books of the Commission to be made by an independent auditor, or an independent auditor of a member city, whichever the Board determines. It shall make an annual financial accounting and report in writing to the Members. Its books and records shall be available for and open to the examination by~~

~~the Parties at all reasonable times. It shall establish the annual budget for the Commission as provided in this Agreement.~~

~~6.11) It may delegate authority to the Operating Committee between Commission meetings. Such delegation of authority shall be by resolution of the Board and may be reconditioned in such manner as the Board may determine.~~

~~6.12) It~~The Commission may exercise any other ~~power~~powers necessary ~~and~~or incidental to the implementation of its powers and duties.

ARTICLE 7. BOARD OF DIRECTORS

- 7.1) The governing body of the Commission is its Board of Directors. Each Member is entitled to appoint two (2) Directors. ~~Each Member is entitled to one vote to be cast by the elected Director or in his/her absence the appointed Director or their respective proxies.~~ The Council of each Member shall appoint its two (2) Directors, one (1) of whom shall be the Member's City Manager or Administrator (the Member's "appointed Director") and the other of whom shall be ~~an~~the Mayor or another elected official from the Council of the Member. ~~(the Member's "elected Director").~~ Each Member is entitled to one vote on each matter to come before the Board, to be cast by the Member's elected Director or, in his or her absence, by the Member's appointed Director or by a proxy designated under Section 7.2 below. Directors shall serve without compensation from the Commission, but this shall not prevent a Member from ~~providing compensation for~~compensating one or both of its Directors for service on the Board, if such compensation is authorized by the Member and is not prohibited by law.
- 7.2) Proxy voting by Directors shall be permitted. ~~Proxies~~A proxy must be designated in writing by a Member's elected Director ~~and~~or, in the elected Director's absence, by the Member's appointed Director. Any individual designated as a proxy must be present at the meeting to vote.
- 7.3) Each Director shall serve until that Director's successor is appointed and assumes his or her responsibilities. Directors shall serve at the pleasure of the ~~Council~~Member appointing them. When ~~at~~the Council of a Member appoints a Director, it shall give notice of such appointment in writing or by e-mail to both the Commission's ~~Secretary/Treasurer~~Chair and the Commission's Executive Director. Such notice shall include the mailing address and e-mail address of the ~~person~~Director so appointed. The names and addresses shown on such notices may be used as the official names and addresses for the purposes of giving notices of any meetings of the ~~Commission~~Board.
- 7.4) A majority of the Members represented by at least one (1) Director or proxy entitled to vote shall constitute a quorum for conducting business at a meeting of the Board.
- 7.5) A vacancy on the Board shall be filled by the Council of the Member whose position on the Board is vacant. During the time that one or more vacancies exist, the Board shall continue to have full power and authority to conduct business and a majority of

the Members represented by at least one (1) Director or proxy entitled to vote shall be sufficient to constitute a quorum.

7.6) The Board of Directors may delegate its authority to the Operating Committee between meetings of the Board. Such delegation of authority shall be by resolution of the Board or as provided in the Bylaws and may be conditioned in such manner as the Board may determine.

7.7) Meetings and proceedings of the Board shall be conducted as set forth in the Bylaws.

ARTICLE 8.

MEETINGS

~~8.1) The Commission shall meet at least quarterly and shall hold an annual organizational meeting in July.~~

BYLAWS

~~8.2) The Board shall adopt Bylaws governing its procedures, including the time, place, and frequency of its regular~~ the the meetings and proceedings of the Board, the officers of the Commission, committees, financial matters, and any other matters concerning the Commission that are not inconsistent with the provisions of this Agreement. ~~Such~~ Bylaws may be amended from time to time by the vote of at least two-thirds (2/3) of all Directors or their authorized proxies.

~~8.3) Special meetings of the Board may be called (a) by the Chair or (b) by the Operating Committee, or the Board upon written request of the majority of the Directors. Five (5) days' written notice of special meetings shall be given to the Directors. Such notice shall include the agenda for the special meeting. Only matters set forth in the agenda shall be considered at a special meeting.~~

~~8.4) Notice of regular meetings of the Board shall be given to the Directors by the Secretary/Treasurer at least seven (7) days in advance and the agenda for such meetings shall accompany the notice. However, business at regular meetings of the Board need not be limited to matters set forth in the agenda.~~

ARTICLE 9.

OFFICERS

~~9.1) Number, Election, Qualifications The officers of the Commission shall consist of a Chair, Vice Chair and a Secretary/Treasurer. Each officer shall be elected at the annual organizational meeting by the Board. The Chair and Vice Chair shall hold office for a two-year term and until his/her successor shall have been elected and have qualified or until his/her earlier disqualification, death, resignation, or removal. The Secretary/Treasurer's term shall commence on January 1 of the following year and end on December 31 twenty four months later. All officers shall be Directors. New officers shall take office at the adjournment of the annual meeting of the Commission at which~~

~~they were elected, with the exception of the Secretary/Treasurer who shall take office on the first day of January of the following year. Not more than one (1) Director of a Member shall be elected an officer during the same term. Directors of a Member that have given notice of withdrawal shall not be eligible to become officers or to vote on the selection of officers. Any officer who ceases to be a Director shall at the same time cease to be an officer. Officers may serve for more than one term.~~

- ~~9.2) — Resignation — Any officer of the Commission may resign at any time by giving written notice of his/her resignation to the Board, to the Chair, or to the Secretary/Treasurer of this Commission. The resignation shall take effect at the time, if any, specified therein or, if no time is specified therein, upon receipt thereof by said Board Chair, or to the Secretary/Treasurer. The acceptance of a resignation shall not be necessary to make it effective.~~
- ~~9.3) — Removal — Any officer may be removed, with or without cause, by a vote of four fifths (4/5) of the total number of Directors, at any meetings of the Board, provided that such purpose is stated in the notice or waiver of notice of the meeting unless all of the Directors of this Commission are present at the meeting.~~
- ~~9.4) — Vacancies — A vacancy in any office because of disqualification, death, resignation, or removal shall be filled for the unexpired portion of the term in the manner prescribed herein for election to that office.~~
- ~~9.5) — Chair; Vice Chair — The Chair shall preside at all meetings of the Commission and shall perform all duties incident to the office of Chair and such other duties as may be delegated by the Commission. The Vice Chair shall act as Chair in the absence of the Chair. The Chair shall be an elected Director and the Vice Chair shall be an appointed Director who shall also serve as Chair of the Operating Committee.~~
- ~~9.6) — Secretary/Treasurer — The Secretary/Treasurer shall be a Director who is a member of the Operating Committee. He/She shall be responsible for keeping a record of all of the proceedings of the Commission and Operating Committee. The Secretary/Treasurer shall send written notice and material pertaining to agenda items to each Director. He/She shall have custody of the Commission's funds, shall pay its bills, and keep its financial records, and generally conduct the financial affairs of the Commission. The Secretary/Treasurer shall be responsible for the activities provided by Section 6.10. The Secretary/Treasurer shall be responsible for such other matters as shall be delegated to him/her by the Commission. Orders, checks, and drafts of the Commission shall be issued in accordance with the financial practices applicable to the member city from which the Secretary/Treasurer is elected. In conducting the Commission's financial affairs, the Secretary/Treasurer shall, at all times, act in accordance with general accepted accounting principles. The Secretary/Treasurer's reports, including any bills or claims to be acted upon by the Commission, shall be distributed to all Directors. Any persons may be engaged to perform such services under the Secretary/Treasurer's supervision and direction, when authorized by the Commission.~~
- ~~9.7) — Other officers — The Commission may appoint such other officers as it deems necessary. All such officers shall be Directors.~~

- ~~9.8) Committees—The Commission may appoint such committees as it deems necessary or desirable to accomplish its purposes.~~

ARTICLE ~~109.~~ OPERATING COMMITTEE

~~10.1) Qualifications—The Operating Committee of the Commission shall consist of the City Manager or Administrator Director appointed by each Member Directors of the Members.~~

~~10.2) Authority—The Operating Committee shall have the authority to manage make recommendations to the Board regarding the property, operations, affairs, and business of the Commission between Commission meetings, to the extent specifically delegated by. Except as provided in the Bylaws or by Board resolution, the Operating Committee shall not have the authority of the Board, but at all times, The Operating Committee shall be subject at all times to the control and direction of the Board.~~

~~10.3) Meetings—The Operating Committee shall meet monthly at a time and place to be determined by the Operating Committee. Special meetings may be called by the Vice Chair or by any other two (2) members of the Operating Committee or by the Commission. The date and place of the special meeting shall be fixed by the person or persons calling it. At least seventy-two (72) hours (from the time of mailing) advance written notice of a special meeting shall be given to all members of the Operating Committee by the person or persons calling the meeting. The notice shall state the matters to be considered at the special meeting and only those matters shall be considered at that meeting.~~

~~10.4) Personnel—The Operating Committee shall have authority to hire, supervise, and discharge full or part time employees but their compensation shall be within budget limitations. The Operating Committee may make any required employer contributions which local government units are authorized or required to make by law.~~

ARTICLE 11:

FINANCIAL MATTERS

~~11.1) Commission funds may be expended by the Board in accordance with the procedures established by law for the expenditure of funds by Minnesota statutory cities. Legal instruments shall be executed with authority of the Board, by any two (2) officers.~~

~~11.2) The financial contributions of the Members in support of the Commission shall be per capita. Each of the Members shall pay to the Commission an amount to be determined by the Board annually based upon the most recent Metropolitan Council population estimates. The financial contributions of Associate Members shall be determined by the Board. These amounts may be used by the Commission to pay all legal and consultant costs and expenses and other expenses as approved by the Board. The Board may authorize changes in the per capita and maximum charge for all members upon majority vote.~~

- ~~11.3) A proposed budget shall be formulated by the Board and submitted to the Members on or before August 1 of each calendar year. Such budget shall be deemed approved by a Member unless, prior to September 15 of the year involved, the Member gives notice in writing to the Chair that it is withdrawing from the Commission. Final action adopting a budget for the ensuing calendar year shall be taken by the Board on or before November 1 of each year.~~
- ~~11.4) Any Member may inspect and copy the Commission books and records at any and all reasonable times. All books and records shall be kept in accordance with normal and accepted accounting procedures and principles used by Minnesota statutory cities.~~

ARTICLE 12.

ARTICLE 10. **WITHDRAWAL**

- ~~12.1)~~ 10.1) Withdrawal — Any Member ~~or Associate Member~~ may withdraw from ~~this Agreement~~ the Commission effective on January 1 of any year by giving notice pursuant to Section ~~2 of this Article~~ 10.2 below prior to September 15 of the preceding year.
- ~~12.2)~~ 10.2) Notice — In order to effectuate a withdrawal, a Member ~~or Associate Member~~ withdrawing from the Commission shall give ~~written notice to the Chair of the Commission, served personally on the Chair~~ in writing or ~~addressed by e-mail to the Chair at the address shown on the records of both the Commission's Chair and by giving with such~~ the Commission's Executive Director. Such notice, shall include a copy of a resolution of ~~its~~ the withdrawing Member's Council stating its decision to withdraw from the Commission. ~~The withdrawal shall be effective upon actual receipt by the Chair of such notice and resolution. The withdrawing Member shall have the responsibility for such actual receipt by the Chair.~~ Upon receipt of such notice and resolution, the Chair of the Commission shall forward a copy of the notice and resolution to each Director. Any notice of withdrawal not actually received by the Chair at least 105 days prior to the first day of any calendar year shall be effective on January 1 of the subsequent calendar year unless the notice deadline is waived by a resolution of the Board.
- ~~12.3)~~ 10.3 Financial Effect of Withdrawal — ~~No financial benefit shall inure to a Member or Associate Member that withdraws.~~ A Member who withdraws effective as of January 1 of a calendar year shall not be obligated to pay dues to the Commission for such calendar year. A withdrawing Member shall not be entitled to any payment or financial benefit from this the Commission nor and shall there not be entitled to any refund or reimbursement for any dues or other contribution made or required of by the withdrawn withdrawing Member by this Agreement.

ARTICLE ~~13~~11.

~~AMENDMENTS~~

~~13.1) This agreement may be amended only by the written approval of the City Councils of each member city.~~

~~ARTICLE 14.~~
DISSOLUTION

~~14.1)~~11.1) Duration of Commission — The Commission shall be dissolved if less than four (4) Members remain, or by ~~operating~~operation of state or federal law or regulation, now or hereafter enacted, or by mutual signed agreement of all ~~of the~~remaining Members.

~~14.2)~~11.2) Distribution of Assets — Upon dissolution of the Commission, all remaining assets of the Commission, after payment of all obligations, shall be distributed among the Members that are Members ~~to~~of the ~~Agreement~~Commission at the time of dissolution, in proportion to their ~~contributions~~respective dues paid in the most recent full calendar year, and in accordance with procedures established by the ~~Commission~~Board of Directors. The Commission shall continue to exist after dissolution for such period, no longer than six (6) months, as is necessary to wind up ~~its~~the Commission's affairs, but for no other purposes.

ARTICLE 12.
AMENDMENTS

This Agreement may be amended only by the unanimous written approval of the Councils of all Members.

IN WITNESS WHEREOF, ~~The~~the municipality of _____ has joined in and caused ~~the~~a counterpart of this Agreement to be signed on its behalf this _____ day of _____, ~~2021~~2021.

By: _____
Its: Mayor

Its: City Manager

By: _____

[MK_MPLS\4495\38\2376189.v4-11/3/21](#)

Document comparison by Workshare 10.0 on Monday, December 13, 2021
4:43:33 PM

Input:	
Document 1 ID	PowerDocs://MK_MPLS/2376189/1
Description	MK_MPLS-#2376189-v1- MLC_Joint_Cooperative_Agreement
Document 2 ID	PowerDocs://MK_MPLS/2376189/4
Description	MK_MPLS-#2376189-v4- MLC_Joint_Cooperative_Agreement
Rendering set	Standard

Legend:	
<u>Insertion</u>	
~~Deletion~~	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	147
Deletions	161
Moved from	7
Moved to	7
Style change	0
Format changed	0
Total changes	322

