

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 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 actively oppose proposals which may be in conflict with the interests of the Members.

The organization formed pursuant to this Agreement will be funded by 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 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) “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) “Commission” means the organization created pursuant to this Agreement.
- 3.5) “Council” means the governing body of a Member.
- 3.6) “Directors” means the persons appointed pursuant to this Agreement to serve on the Board of Directors.
- 3.7) “Operating Committee” means the committee established pursuant to Article 9 of this Agreement.
- 3.8) “Member” means a municipality which has entered into this Agreement.

ARTICLE 4. ADDITIONAL MEMBERS

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

ARTICLE 5. EFFECTIVE DATE

The original effective date of this Agreement was February __, 1984. 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) The Commission may establish legislative programs embodying proposed legislation and positions on proposed legislation.
- 6.3) The Commission may take such action as it deems necessary and appropriate to accomplish the general purpose of the Commission.

- 6.4) 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) 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) 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.
- 6.7) The Commission may enter into any contracts deemed necessary by the Board to carry out the Commission's powers and duties, subject to the provisions of this Agreement.
- 6.8) 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) 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) The Commission may exercise any other powers necessary 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. The Council of each Member shall appoint its two Directors, one of whom shall be the Member's City Manager or Administrator (the Member's "appointed Director") and the other of whom shall be 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 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. A proxy must be designated in writing by a Member's elected Director 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 Member appointing them. When 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 Chair and the Commission's Executive Director. Such notice shall include the mailing address and e-mail address of the 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 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. BYLAWS

The Board shall adopt Bylaws governing 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. 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.

ARTICLE 9. OPERATING COMMITTEE

The Operating Committee of the Commission shall consist of the appointed Directors of the Members. The Operating Committee shall make recommendations to the Board regarding the property, operations, affairs and business of the Commission. Except as provided in the Bylaws or by Board resolution, the Operating Committee shall not have the authority of the Board. The Operating Committee shall be subject at all times to the control and direction of the Board.

ARTICLE 10.

WITHDRAWAL

- 10.1) Withdrawal – Any Member may withdraw from the Commission effective on January 1 of any year by giving notice pursuant to Section 10.2 below prior to September 15 of the preceding year.
- 10.2) Notice – In order to effectuate a withdrawal, a Member withdrawing from the Commission shall give notice in writing or by e-mail to both the Commission's Chair and the Commission's Executive Director. Such notice shall include a copy of a resolution of the withdrawing Member's Council stating its decision to withdraw from the Commission. 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.
- 10.3) Financial Effect of Withdrawal – 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 the Commission and shall not be entitled to any refund or reimbursement for any dues or other contribution made by the withdrawing Member.

ARTICLE 11. DISSOLUTION

- 11.1) Duration of Commission – The Commission shall be dissolved if less than four (4) Members remain, or by operation of state or federal law or regulation, now or hereafter enacted, or by mutual signed agreement of all remaining Members.
- 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 of the Commission at the time of dissolution, in proportion to their respective dues paid in the most recent full calendar year, and in accordance with procedures established by the 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 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 municipality of _____ has joined in and caused a counterpart of this Agreement to be signed on its behalf this ____ day of _____, 2021.

By: _____
Its: Mayor

By: _____
Its: City Manager

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