

INDEPENDENT SCHOOL DISTRICT 271  
Bloomington, Minnesota

**REQUEST FOR SCHOOL BOARD ACTION**

DATE OF BOARD MEETING: November 13<sup>th</sup>, 2017

SUBJECT: Joint Powers Agreement – Department of Natural Resources

ORIGINATING DEPARTMENT: Business Office


APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Rod Y. Zivkovich, Executive Director of Finance and Support Services 

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**RESOLUTION FOR BOARD TO ADOPT:**

RESOLVED, that the School Board of Independent School District 271 approves a State of Minnesota Joint Powers Agreement whereby the District will work with the City of Bloomington and the Department of Natural Resources on a project that allows for the temporary licensing of goats on school-owned land to aid in the removal of buckthorn. Expenses for this project will be reimbursed by the Department of Natural Resources not to exceed \$3,500.

**RECOMMENDATION OF SUPERINTENDENT:**

Approve: 

**DETAILED BACKGROUND:**

The proposed project will be temporarily licensed for 7-10 days with a desired goal of removing buckhorn growth in the area identified as Oak Grove Campus Forest, which is to the south and west of the Oak Grove Elementary School Media Center. The owner of the goats will set a fence, talk with students and staff regarding participation, which includes checking fencing, watering and counting goats daily. Goat Dispatch will provide 30-35 goats and work in conjunction with the District and the City of Bloomington. The Department of Natural Resources will reimburse the District for expenses related to this project not to exceed \$3,500. The agreement is effective upon the State securing all required signatures through December 11, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its commissioner of Natural Resources, Division of Forestry ("State") and Independent School District 271, Oak Grove Elementary School ("Governmental Unit").

**Recitals**

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of management projects to be completed at School Forest sites as a part of a U.S. Forest Service Grant.

**Agreement**

**1 Term of Agreement**

- 1.1 *Effective date:* Nov. 6, 2017 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* December 11, 2017 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Agreement between the Parties**

The Department of Natural Resources School Forest Program will:

- help set up a buckthorn removal project for two acres of property in the Oak Grove School Forest.
- pay Bloomington Public Schools for the work completed by the Goat Dispatch to complete the buckthorn removal project
- assist as needed for promotion and educational aspects of the project.
- assist in preparing a plan to remove buckthorn over the next few years.

Bloomington Public Schools will:

- work with Jacob Langeslag of The Goat Dispatch to complete a two acre buckthorn removal project at Oak Grove School Forest.
- allow students to participate in learning about buckthorn, invasive species, and the project.
- prepare a plan to continue buckthorn removal by use of goats, students, or other means for the next few years.

**3 Payment**

The Department of Natural Resources will pay Oak Grove Elementary School up to \$3500 for the purpose of buckthorn removal on 2 acres of the Oak Grove School Forest.

The total obligation of the State under this agreement will not exceed \$3500.

**4 Authorized Representatives**

The State's Authorized Representative is Karen Harrison, School Forest Coordinator, 500 Lafayette Rd, St. Paul, MN 55155-4044, 651-259-5903, or his/her successor.

The Governmental Unit's Authorized Representative is Timothy Rybak, Bloomington Public Schools Director of Operations, 1350 W 106<sup>th</sup> St, Bloomington, MN 55431, 952-806-8766, [trybak@isd271.org](mailto:trybak@isd271.org), or his/her successor.

**5 Assignment, Amendments, Waiver, and Contract Complete**

- 5.1 *Assignment.* The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 *Amendments.* Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

**6 Indemnification**

In the performance of this contract by the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Governmental Unit's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

**7 State Audits**

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

**8 Government Data Practices**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

**9 Venue**

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**10 Termination**

10.1 **Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.*

Signed: Snwagnot

Date: 11-01-2017

SWIFT Contract No. 134278 P.O. 3-124347

**2. GOVERNMENTAL UNIT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**

As delegated to the Office of State Procurement

By: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
Agency  
Governmental Unit  
State's Authorized Representative - Photo Copy