

JOINT POWERS AGREEMENT



THIS JOINT POWERS AGREEMENT (“Agreement”), dated as of _____, 2010, is entered into by and between the **City of Minneapolis**, a Minnesota municipal corporation (“Minneapolis”), and the **City of Saint Paul**, a Minnesota municipal corporation (“St. Paul”).

Recitals

A. Minnesota Statutes, Section 471.59 (the “Joint Powers Act”), provides that two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties.

B. Minneapolis and St. Paul are “governmental units” under the Joint Powers Act, with powers under their home rule charters and/or state law to expend money, make loans, convey lands, and take other necessary or convenient actions to promote, advertise, improve and develop the economic resources of the city.

C. The Mayors’ Initiative on Green Manufacturing culminated with the Thinc.Green^{MSP} 2010-2012 Market Strategic Plan attached hereto as **Exhibit A** (the “Thinc.Green^{MSP} Plan”), which identifies various branding, marketing, strategic investment and leadership initiatives dedicated to building a green economy, i.e., green jobs, green products and services, green manufacturing.

D. This Agreement is intended to provide a structure for Minneapolis and St. Paul to manage and implement the Thinc.Green^{MSP} Plan.

NOW, THEREFORE, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide a structure for Minneapolis and St. Paul to jointly manage and implement the Thinc.Green^{MSP} Plan. To accomplish this, the parties desire to establish a steering committee. The steering committee will provide a forum for the coordination of private, public and intergovernmental efforts to grow the region’s green economy.
2. **Steering Committee.**
 - 2.1. **Creation.** There is hereby established the Thinc.Green^{MSP} Steering Committee, hereinafter referred to as the “Committee.”
 - 2.2. **Composition.**

(a) The mayor of St. Paul shall appoint, subject to confirmation by the St. Paul city council, one representative from each of the following seven categories to serve on the Committee:

- (i) St. Paul Mayor's Office (or designee), St. Paul Planning and Economic Development Department or St. Paul Port Authority
- (ii) St. Paul Mayor's Office (or designee), St. Paul Planning and Economic Development Department or St. Paul Port Authority
- (iii) Industry: manufacturing, construction
- (iv) Finance
- (v) Statewide or regional, e.g., DEED
- (vi) Marketing/Communications
- (vii) Business association

(b) The mayor of Minneapolis shall appoint, subject to confirmation by the Minneapolis city council, one representative from each of the following seven categories to serve on the Committee:

- (i) Minneapolis Mayor's Office (or designee)
- (ii) Minneapolis Department of Community Planning and Economic Development
- (iii) Industry: manufacturing, construction
- (iv) Finance
- (v) Statewide or regional, e.g., DEED
- (vi) Marketing/Communications
- (vii) Business association

Appointments are subject to the open appointments process in the city making the appointments.

- 2.3. Voting. Each member will have one vote. All decisions of the Committee will be determined by a simple majority of the members present and voting. Members may not vote by proxy.
- 2.4. Term. The term of each initial member of the Committee will be from the date of appointment until December 31, 2011. Thereafter, the term of each successor will be for one year, beginning on January 1 of each year. Committee members may be appointed to successive terms.
- 2.5. Vacancies. A vacancy in the Committee will be filled by the mayor and confirmed by the city council of the party whose membership position on the Committee is vacant.
- 2.6. Compensation and Expenses. The Committee members are not employees of the Committee and are not entitled to compensation or reimbursement for expenses incurred attending meetings.

- 2.7. Officers. The Committee shall elect from its membership a chair, a vice chair, and such other officers as it deems necessary to reasonably carry out the purposes of this Agreement. The initial term of each officer will be from the date of election until December 31, 2011. Thereafter, each officer will hold office for a term of one year and until their duly elected successors have been elected by the Committee. An officer may serve only while a member of the Committee and may be re-elected to an office. A vacancy in an office shall be filled from the membership of the Committee by election for the remainder of the unexpired term of such office.
- 2.8. Quorum. Eight Committee members shall constitute a quorum to transact business.
- 2.9. Meetings. Regular meetings of the Committee shall be held at least quarterly on a day selected by the Committee. Special meetings may be held at the call of the chair or by any three members, by giving not less than forty-eight hours written notice of the time, place and purpose of such meeting delivered or mailed to the residence of Committee members. Notice of such meeting shall be posted at the place of meeting not less than forty-eight hours in advance of the meeting. All meetings of the Committee are subject to the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D.
- 2.10. Data. The Committee will comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 in regard to all data collected, created, received, maintained or disseminated.
- 2.11. Parliamentary Procedure. The Committee may adopt parliamentary rules of procedure such as Robert's Rule of Order to govern the conduct of its meetings.

3. Staffing. Each party to this Agreement will assign an employee to provide staffing assistance to the Committee, including but not limited to preparing agendas, meeting minutes, resolutions, reports and other necessary documentation.

4. Powers and Duties.

4.1 Initiatives. The Committee will have the following duties:

- A. Provide strategic direction on the following initiatives in the Thinc.Green^{MSP} Plan and other related initiatives:
- i. Strategic Initiative I: "Buy Green" (local government green-purchasing partnership)—Working with Minneapolis, Saint Paul and other jurisdictions, Thinc.Green^{MSP} will expand green-purchasing policies

for local governments in the region to help grow the market for green products.

- ii. Strategic Initiative II: “Green Town” (incentives for the built environment)—Thinc.Green^{MSP} will support local and state actions to utilize aggressive green building standards. Establishing a green standard creates demand for manufacturers, vendors and suppliers of green products and services.
 - iii. Strategic Initiative III: “Re:purpose” (match existing industrial zones with green assets)—A targeted green-business recruitment strategy expresses a public commitment to attracting new businesses, spotlight smart-growth assets like transit and offer superior space to companies that seek to create synergies with other compatible businesses.
 - iv. Strategic Initiative IV: “Early Stage Financing” (finance program through local investment bank)—A critical component in developing a green manufacturing base in Minneapolis Saint Paul is private start-up funding to seed businesses seeking to locate and/or grow within the region. Thinc.Green^{MSP} will develop creative, innovative and affordable financing options that will create new ways to leverage public investment with private capital, while accommodating start-ups with different needs.
 - v. Strategic Initiative V: “Thinc.Leader” (recognition program for local businesses)—Thinc.Green^{MSP} will establish a program to recognize corporate leadership in green manufacturing.
- B. Create working teams to carry out the strategic direction developed by the Committee.
 - C. Issue annual reports and/or presentations to the mayor and city council of each party to this Agreement.
- 4.2 Ratification. Upon completion of any element in Section 4.1, the Committee shall submit its recommendations to the governing body of each party or the affected party, as applicable, for ratification. Within sixty days, the party or parties shall take action upon the element or elements as submitted.
- 4.3 Limitations. The Committee does not have the power to hire employees, receive and expend funds or enter into contracts.

- 4.4 Financial Matters. Both Minneapolis and St. Paul are willing to serve as fiscal agent for any gifts, grants, or appropriations to the Committee.
- 4.5 Website. Both Minneapolis and St. Paul are willing to host a website for the Committee.
- 4.6 Servicemark and other property rights. Minneapolis and St. Paul intend to jointly register the Thinc.Green^{MSP} Manufacturing Better Business (or variation thereof) servicemark and shall enjoy equal use and ownership of the servicemark and other property rights related thereto.
5. **Liability.** The parties to this Agreement are participating in a “cooperative activity” and shall be considered a single governmental unit for purposes of liability limits. Each party expressly declines responsibility for the acts or omissions of the other party. Neither party can legally bind the other party or act as the agent for the other party. Any liability for claims arising out of occurrences for which defense and indemnification to Committee members would be required under Minnesota Statutes, section 466.07, will be borne equally by the parties. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party in Minnesota Statutes, chapter 466, or otherwise.
6. **Termination; Dissolution.** This Agreement may be terminated by mutual consent of the parties. Further, either party may withdraw by filing written notice with the other party thirty days prior to the effective date of withdrawal. Upon termination by consent or withdrawal, the Committee will be dissolved. If not earlier terminated, this Agreement will expire and the Committee will cease to exist on December 31, 2013.
7. **Miscellaneous.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority granted in the Joint Powers Act.

(Signature Pages to Follow)

(Minneapolis Signature Page to Joint Powers Agreement)

CITY OF MINNEAPOLIS

By _____
Finance Officer
Citywide Contracts Administrator
City Purchasing Agent

Department Head Responsible
For Monitoring Contract:

Director of Economic Policy
and Development, CPED

Approved as to form:

Assistant City Attorney

(St. Paul Signature Page to Joint Powers Agreement)

CITY OF SAINT PAUL

By _____
Its Mayor

And by _____
Its Director, Office of Financial Services

And by _____
Its Director, Department of Planning and Economic
Development

Approved as to form:

Assistant City Attorney

EXHIBIT A

THINC.GREEN^{MSP} 2010-2012 MARKET STRATEGIC PLAN