

## **JOINT POWERS AGREEMENT**

**THIS AGREEMENT** was originally made and entered into on the 9th day of January, 2006, by and between Independent School District No. 110 (Waconia, St. Bonifacius, New Germany) (the "District") and the Carver-Scott Educational Cooperative No. 930-53 (the "CSEC"). The District and the CSEC are referred to herein as the "parties".

**WHEREAS**, the CSEC entered into a Ground Lease Agreement dated August 4, 2005 with All Points Funding, LLC to lease the Land described therein to All Points Funding LLC; and

**WHEREAS**, the CSEC and All Points Funding, LLC entered into a Lease Purchase Agreement (the "Lease") dated August 4, 2005 to provide financing for the renovation of the Project Building located on the Land and for the lease of the renovated Project Building and the Land (the "Leased Property") from all Points Funding LLC to the CSEC; and

**WHEREAS**, the CSEC agreed during the term of the Lease to sublease a portion of the Leased Property to the District; and

**WHEREAS**, in the resolution adopted June 21, 2005, authorizing the execution of the Lease and related documents, the governing board of the CSEC provided that it understood and agreed that if it exercised the option to purchase under the Lease, it would transfer the title to the Leased Property to Independent School District No. 110 (Waconia, St. Bonifacius, New Germany); and

**WHEREAS**, on July 1, 2013, the SouthWest Metro Educational Cooperative (SWMetro) was established as a joint powers cooperative; and

**WHEREAS**, on July 16, 2013, the Governing Boards of SWMetro and CSEC took action whereby SWMetro assumed all of the assets and liabilities of CSEC; and

**WHEREAS**, the District and SWMetro now wish to formalize and make enforceable the understanding between the parties and SWMetro relating to the transfer of title to the Leased Property from SWMetro to the District as set forth in the resolution;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and consideration herein contained, the District and SWMetro agree as follows:

**1. Authority.** The Joint Powers Agreement is entered into pursuant to Minnesota Statutes, Section 471.59, as amended.

**2. Agreement to Continue Sublease.** The District agrees to continue to lease from SWMetro the portion of the Leased Property agreed upon annually by the parties during the entire term of the Lease pursuant to terms and conditions agreed between the District and SWMetro. The District and SWMetro agree that the base rent exclusive of operating costs for the sublease for each year shall be as specified on the document entitled "WACONIA PROPERTY SCHEDULE PAYMENTS" attached as EXHIBIT A hereto and incorporated herein by reference.

**3. Agreement to Transfer Title.** Upon payment by the District of all amounts set forth in EXHIBIT A hereto and upon payment of all other amounts set forth in the subleases during the entire term of the Lease, SWMetro will exercise its option to purchase as provided in Article X of the Lease at the time of full payment or

prepayment of the Lease. Upon title being transferred to it by All Points Funding, LLC, or its successors or assigns, for the purchase price of One Dollar (\$1.00), SWMetro shall deliver or cause to be delivered to the District documents conveying to the District all of the right, title and interest of SWMetro in and to the real and personal property being purchased, as such property then exists, subject to those liens and encumbrances, if any, to which title to said property was subject when conveyed to SWMetro. The Leased Property to be transferred is legally described as follows:

Lot 4, Block 2, Sudheimer Industrial Park, Second  
Addition, Carver County Minnesota

**4. Enforcement.** Either SWMetro or the District may exercise any remedy available to it in law or equity, including specific performance, to enforce the terms of this Agreement.

**5. Amendments.** This Agreement may be amended in writing by the District or SWMetro. The amendment must be approved by resolution of the governing board of SWMetro and the school board of the District. The approved amendment shall be an addendum to this Agreement.

**6. Duration.** This Agreement shall be perpetual in duration unless terminated pursuant to the provisions hereto, any amendments hereto, or any state law terminating the Agreement.

**7. Interpretation.** The captions of the provisions of this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

**8. Savings Clause.** Should any provision of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by doing so the purposes of this Agreement, taken as a whole, can be made operative. Should any such provision be found unlawful, representatives of the District and SWMetro shall meet for the purpose of arriving at an agreement on a lawful provision to replace the unlawful provision. The newly agreed upon provision or amendment must be approved by the boards of SWMetro and the District by resolutions adopted in the manner specified herein for the adoption of amendments.

**9. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute the same and whole instrument.

**IN WITNESS WHEREOF,** the officers indicated below have signed this Agreement by authority of their respective school boards.

Approved at the meeting  
of the School Board thereof  
held on the \_\_\_\_ day of  
\_\_\_\_\_, 2014

**INDEPENDENT SCHOOL DISTRICT NO. 110  
(WACONIA, ST. BONIFACIUS, NEW GERMANY)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at the meeting  
of the Governing Board thereof  
held on the 18th day of  
March, 2014

**CARVER-SCOTT EDUCATIONAL  
COOPERATIVE NO. 930-53**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at the meeting  
of the Governing Board thereof  
held on the 18th day of  
March, 2014

**SOUTHWEST METRO EDUCATIONAL  
COOPERATIVE NO. 6088-50**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

# EXHIBIT A

## WACONIA PROPERTY SCHEDULE PAYMENTS

YEAR	FISCAL YEAR	WACONIA PAYMENT	QTR 3 JULY-SEPT	QTR 4 OCT - DEC	QTR 1 JAN - MAR	QTR 2 APR - JUNE	TOTAL
1	2006	\$ 218,000.00		\$ 72,666.67	\$ 72,666.67	\$ 72,666.66	\$ 218,000.00
2	2007	\$ 230,500.00	\$ 57,625.00	\$ 57,625.00	\$ 57,625.00	\$ 57,625.00	\$ 230,500.00
3	2008	\$ 243,000.00	\$ 60,750.00	\$ 60,750.00	\$ 60,750.00	\$ 60,750.00	\$ 243,000.00
4	2009	\$ 255,500.00	\$ 63,875.00	\$ 63,875.00	\$ 63,875.00	\$ 63,875.00	\$ 255,500.00
5	2010	\$ 268,000.00	\$ 67,000.00	\$ 67,000.00	\$ 67,000.00	\$ 67,000.00	\$ 268,000.00
6	2011	\$ 280,500.00	\$ 70,125.00	\$ 70,125.00	\$ 70,125.00	\$ 70,125.00	\$ 280,500.00
7	2012	\$ 293,000.00	\$ 73,250.00	\$ 73,250.00	\$ 73,250.00	\$ 73,250.00	\$ 293,000.00
8	2013	\$ 438,157.36	\$ 109,539.34	\$ 109,539.34	\$ 109,539.34	\$ 109,539.34	\$ 438,157.36
9	2014	\$ 438,157.33	\$ 109,539.33	\$ 109,539.33	\$ 109,539.33	\$ 109,539.33	\$ 438,157.33
10	2015	\$ 438,157.37	\$ 109,539.34	\$ 109,539.34	\$ 109,539.34	\$ 109,539.34	\$ 438,157.37
11	2016	\$ 438,157.33	\$ 109,539.33	\$ 109,539.33	\$ 109,539.33	\$ 109,539.33	\$ 438,157.33
12	2017	\$ 438,157.35	\$ 109,539.34	\$ 109,539.34	\$ 109,539.34	\$ 109,539.34	\$ 438,157.35
13	2018	\$ 438,157.34	\$ 109,539.34	\$ 109,539.34	\$ 109,539.34	\$ 109,539.34	\$ 438,157.34
14	2019	\$ 438,157.33	\$ 109,539.33	\$ 109,539.33	\$ 109,539.33	\$ 109,539.33	\$ 438,157.33
15	2020	\$ 438,157.40	\$ 109,539.35	\$ 109,539.35	\$ 109,539.35	\$ 109,539.35	\$ 438,157.40
16	2021	\$ 73,026.23	\$ 73,026.23	\$ -	\$ -	\$ -	\$ 73,026.23
		\$ 5,366,785.04	\$ 1,341,965.93	\$ 1,341,606.37	\$ 1,341,606.37	\$ 1,341,606.36	\$ 5,366,785.04

## **Addendum 1**

### **Letter of Agreement**

Whereas, ISD #110-Waconia and Carver-Scott Educational Cooperative have an agreement for joint use of a building at 508 Industrial Boulevard, Waconia, and

Whereas, effective July 1, 2012, ISD #110-Waconia will be opening a ALC program and desire additional space,

ISD #110-Waconia and Carver-Scott Educational Coop are entering into this Letter of Agreement regarding the above mentioned location. Effective July 1, 2012:

ISD #110-Waconia will:

1. Make revised lease payments as outlined in the attached schedule.
2. Assume responsibility for all utilities and maintenance of the building and building equipment.
3. Reimburse Carver-Scott Education Coop the cost of the building property and liability insurance.

Carver-Scott Educational Cooperative will:

1. Leave the existing computer lab intact with the exception of any equipment that maybe on a lease purchase agreement (printer).
2. Leave any existing classroom furniture already in use for ALC programs.
3. Remove any other equipment that is under a purchase agreement (i.e., Copier).
4. Remove the staff computers for use in other coop programs.

This letter of agreement shall serve as an addendum to the Joint Powers Agreement dated January 9, 2006.