

# JOINT POWERS AGREEMENT

## EDUCATION FACILITY IN RED WING, MINNESOTA

This Agreement is made and entered into this 22<sup>nd</sup> day of May, 2014, by and among Independent School District No. 252 (Cannon Falls), Independent School District No. 253 (Goodhue), Independent School District No. 2172 (Kenyon-Wanamingo), Independent School District No. 256 (Red Wing), Independent School District No. 2805 (Zumbrota-Mazeppa), and the Goodhue County Education District No. 6051 (hereinafter referred to as the "GCED"), all being school districts and governmental units of the State of Minnesota. Each of the five independent school districts shall hereinafter be referred to as a "Participating Independent District" or collectively the "Participating Independent Districts." The Participating Independent Districts and the GCED shall hereinafter collectively be referred to as the "Collaborating Districts."

### RECITALS

**WHEREAS**, the GCED provides special education and related services, alternative education programs and other education-related programs and services to children who are enrolled in the Participating Independent Districts; and

**WHEREAS**, the Participating Independent Districts are members of the GCED; and

**WHEREAS**, at the present time, many of the education-related programs and services provided by the GCED are located at various sites and facilities in southeastern Minnesota, some of which are aging and in need of significant updating; and

**WHEREAS**, the parties hereto desire to cooperatively and jointly exercise their powers to establish a framework to finance the acquisition of real property and the construction and equipping of a new education facility in Red Wing, Minnesota (hereinafter the "Education Facility") and to establish parameters for the maintenance and use of the Education Facility, which shall be used by the GCED to provide special education and related services, alternative education programs and other services to the Participating Independent Districts, pursuant to the terms and conditions described below.

**NOW, THEREFORE**, in consideration of the promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **ARTICLE I**

### **AUTHORITY; PURPOSE**

**Section 1. AUTHORITY.** This Agreement is entered into by and among the Collaborating Districts pursuant to Minn. Stat. § 471.59 (2013), which authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers.

**Section 2. PURPOSE.** The purpose of this Agreement is to establish a framework to finance the acquisition of real property and the construction and equipping of the Education Facility, and to establish parameters for the maintenance and use of the Education Facility, which shall be used by the GCED to provide special education and related services, alternative education programs and other education-related programs and services to the Participating Independent Districts.

## **ARTICLE II**

### **GOVERNANCE**

**Section 1. GOVERNING BOARD.** The GCED was created pursuant to an Agreement for Goodhue County Education District dated July 1, 1991 (the "GCED Agreement"). The member districts of the GCED are the Participating Independent Districts in this Agreement. The control and management of the GCED is vested in a Governing Board established pursuant to Paragraph 4 of the GCED Agreement. The Governing Board has the authority to function as an entity separate and apart from any of the Participating Independent Districts and generally to act in furtherance of the Participating Independent Districts' joint interests and intentions hereunder.

**Section 2. POWERS OF THE GOVERNING BOARD.** The Governing Board has the general charge of the business of the GCED and the ownership of its facilities, fixtures and personal property. The Governing Board shall take such action as it deems necessary and proper to accomplish the purposes of the GCED, or any other action necessary and incidental to the implementation of said purposes or actions. The Governing Board shall have such additional powers as specified in this Agreement, including all powers necessary to provide recommendations on issues relating to the establishment, operation, management and control of the Education Facility.

## **ARTICLE III**

### **ACQUISITION OF PROPERTY; MAINTENANCE AND UTILITIES; FACILITY USE**

**Section 1. PURCHASE AND SALE OF REAL PROPERTY.** Independent School District No. 256 (hereinafter "Red Wing") shall convey to the GCED, for \$1.00 and

other good and valuable consideration herein contained, real property located in the City of Red Wing, Minnesota, and more particularly described in the attached **Exhibit A** (hereinafter the "Property") which is incorporated herein by reference. The Education Facility shall be located on the Property.

## **Section 2. MAINTENANCE OF EDUCATION FACILITY GROUNDS.**

**Subdivision 1. Maintenance of Grounds.** Red Wing shall provide usual and customary lawn mowing and lawn maintenance services at the Education Facility site. The GCED will reimburse Red Wing for all costs attributable to said lawn mowing and maintenance activities.

**Subdivision 2. Parking Lots and Sidewalks; Use and Maintenance.** The GCED staff and students shall have access to Red Wing High School parking lots adjacent to the Education Facility. Red Wing shall maintain said parking lots, driveways and sidewalks as well as the parking lots, driveways and the sidewalks of the Education Facility in reasonable repair which shall include such activities as seal coating, striping, crack filling and similar maintenance, resurfacing, or reconstruction, but not new construction. The GCED shall pay a pro rata share of the total costs incurred by Red Wing to maintain said parking lots, driveways and sidewalks. GCED's pro rata share shall be a percentage amount determined by dividing the square footage of said parking lots, driveways and sidewalks regularly used by the GCED students and staff by the total square footage of the parking lots, driveways and sidewalks of both the Red Wing High School and the Education Facility. Representatives of the GCED and Red Wing shall meet annually to review of the calculation of the GCED's pro rata share. The GCED shall pay its pro rata share of such maintenance costs to Red Wing on or before July 1 of each year this Agreement is in effect.

**Subdivision 3. Snow Removal.** Red Wing shall provide snow removal for the parking lot(s), driveways and sidewalks to be constructed by the GCED and located on the Education Facility site, as well as the portion of the Red Wing High School parking lot regularly used by GCED students and staff. The GCED shall pay a pro rata share of the total snow removal costs incurred by Red Wing to maintain said parking lots, driveways and sidewalks. GCED's pro rata share shall be the percentage amount determined in Article III, Section 2, Subdivision 2, above. The GCED shall pay its pro rata share of such snow removal costs to Red Wing on or before July 1 of each year this Agreement is in effect.

**Section 3. UTILITY COSTS.** Except as provided herein, the GCED will be responsible for utility costs for the Education Facility. Red Wing shall pay for utility costs, including heating and electric costs, for its uses of the Education Facility, as well as uses by third party groups and individuals pursuant to Article III, Section 4, hereof. The balance of utility costs for the Education Facility shall be apportioned between all the Participating Independent Districts as operating costs in the manner set forth in Article VI, Section 4.

**Section 4. USE OF GCED AND RED WING FACILITIES.**

**Subdivision 1. GCED Use of Red Wing's Outdoor Facilities.** The GCED shall have use of Red Wing's outdoor athletic and recreational facilities without charge at dates and times to be determined in advance of use by mutual agreement between Red Wing and the GCED. In cases of scheduling conflicts, Red Wing's uses of the outdoor athletic and recreational facilities shall have priority.

**Subdivision 2. Red Wing's Use of Education Facility.** Red Wing may use the gymnasiums and classrooms at the Education Facility for athletic events and community

education activities on and after 4:00 PM daily on days when school is in session, and on days when school is not in session (including weekends) in accord with the Education Facility use policies and procedures to be developed by the GCED. Red Wing shall pay to GCED a facility user fee for each use of the Education Facility, which may include the costs of utilities and custodial services. The dates and times that Red Wing may use the Education Facility shall be determined in advance of use by mutual agreement between Red Wing's Community Education Director and the GCED's Executive Director, or their designees. In cases of scheduling conflicts, the GCED's uses of the Education Facility shall have priority.

### **Subdivision 3. Facility Use by Community Groups and Individuals.**

Community groups and individuals may use the Education Facility during non-school hours and in accordance with the GCED's facility use policies and procedures, and subject to the limitations set forth in the Lease Agreement described in Article V, hereof. Red Wing shall be responsible for scheduling, supervision, custodial services and other related matters pertaining to uses of the Education Facility by community groups and individuals. Requests for use of the Education Facility shall be made to Red Wing's Director of Community Education or a designee. Red Wing may charge a rental fee for use of space in the Education Facility which may include the costs of custodial and supervisory services. In cases of scheduling conflicts, the GCED's uses of the Education Facility shall have priority.

## **ARTICLE IV**

### **FOOD SERVICE**

**Section 1. FOOD SERVICES PROVIDED BY RED WING.** Red Wing shall provide breakfast and lunch food services at the Education Facility for up to 200 persons (including

students and/or staff) on all school days and such other days designated by mutual agreement of the GCED and Red Wing (the "Food Services Agreement"). The food services provided at the Education Facility shall be commensurate with those provided to Red Wing's students and staff. Additional food services may be provided upon mutual agreement by Red Wing and the GCED.

**Section 2. PAYMENT.** The meal prices to be paid by adults and students located at the Education Facility shall be determined by written agreement between Red Wing and the GCED. Red Wing shall not charge the GCED for the food services described in this Article unless such charges are agreed-to in writing by Red Wing and the GCED. As the School Food Authority for the GCED, Red Wing's claims for reimbursement pursuant to the National School Lunch Program may include those students being served at the Education Facility who are eligible for free and reduced-price meals. . In the event this Agreement is subsequently amended to allow Red Wing to charge the GCED for food services, such charges shall be operating costs to be apportioned among the Participating Independent Districts by dividing the number of students from each Participating Independent District who received food services at the Education Facility by the total number of students from all the Participating Independent Districts who received food services at the Education Facility. The GCED may terminate the Food Services Agreement during any year in which this Agreement is in effect by providing written notice to Red Wing's superintendent by not later than March 1. The Food Services Agreement shall then be terminated as of the close of business on June 30 of the year in which such written notice is given.

## **ARTICLE V**

### **OPTION TO PURCHASE FACILITY; SALE TO THIRD-PARTY**

**Section 1. RIGHTS SUBORDINATE TO LEASE AGREEMENT.** It is mutually agreed and understood that the Education Facility and the Property is contemplated to be constructed, equipped, improved and acquired by entering into a Lease-Purchase Agreement (the "Lease Agreement") between the GCED and a lessor or an indenture trustee (the "Trustee") to be named, to finance said construction, equipping, improvement and acquisition. The rights of the parties under this Agreement, including Red Wing's option to purchase during the term of the Lease Agreement as described below, shall be subject to and subordinate to the rights of the lessor or the Trustee under the Lease Agreement.

**Section 2. RED WING'S OPTION TO PURCHASE DURING TERM OF LEASE.**

(1) The GCED hereby grants to Red Wing an option to purchase the Education Facility and the Property during the term of the Lease Agreement in the event of nonappropriation of funds for the Lease Agreement by the GCED, in the event of the dissolution of the GCED, or if the GCED elects to sell the Education Facility and the Property during the term of the Lease Agreement. In the event of the occurrence of one of the foregoing triggering events, the GCED shall provide written notice of such triggering event to Red Wing. Red Wing shall have sixty (60) days to provide written notice to the GCED of its intention to purchase the Education Facility and the Property. In order to purchase the Education Facility, Red Wing shall pay the lessor or the Trustee, as applicable, the greater of (i) the fair market value of the Education Facility (excluding the value of the Property)(the "Fair Market Value of the Education Facility") or (ii) the Purchase Option Price, including any related fees and costs, as specified in the Payment Schedule attached to the Lease Agreement.



(2) The GCED and Red Wing may mutually agree upon an appraiser to determine the Fair Market Value of the Education Facility. If they have not mutually agreed upon an appraiser within fifteen (15) days following written notice of election to purchase by Red Wing, each shall within thirty (30) days thereafter obtain its own appraisal. If the GCED and Red Wing have been unable to reach agreement on the Fair Market Value of the Education Facility within sixty (60) days following written notice of election to purchase by Red Wing, either may submit the issue of the determination of the Fair Market Value of the Education Facility to binding arbitration. Subject to appeal rights under the Minnesota Arbitration Act, the decision of the arbitrator shall be final and binding upon both parties.

(3) Any proceeds of the sale remaining after the payment of the Purchase Option Price and any related fees and costs that are paid to the GCED by the lessor or Trustee, as applicable, shall thereafter be paid by the GCED to each of the Participating Independent Districts as follows: The amount paid to each Participating Independent District shall be the total of the remaining proceeds paid to the GCED by the lessor or Trustee, as applicable, times the percentage determined by dividing the total amount paid by that Participating Independent District under Article VI, Section 1 by the aggregate total of all amounts paid by all the Participating Independent Districts under Article VI, Section 1. For the limited purpose of determining the amount to be paid to each Participating Independent District in this Article V, Section 2, Subdivision (3), the amount of the Purchase Option Price and any related fees or costs paid by Red Wing pursuant to Article V, Section 2, Subdivision (1) hereof shall be deemed to be a payment on the Lease Agreement by Red Wing.

(4) In the event the Purchase Option Price is equal to or greater than the Fair Market Value of the Education Facility, that amount shall be the purchase price and no amounts shall be paid to the Participating Independent Districts by the GCED under subparagraph (3) above.

**Section 3. RED WING'S OPTION TO PURCHASE AFTER PAYMENT OF LEASE OR TERMINATION OF LEASE AGREEMENT.**

(1) The GCED hereby grants to Red Wing an option to purchase the Education Facility (and the Property) if the GCED elects to sell the Education Facility (and the Property) after full payment of the Lease Agreement or termination of the Lease Agreement. In this event, the GCED shall provide written notice of its intent to sell the Education Facility to Red Wing. Red Wing shall have sixty (60) days from the date of the GCED's written notice to provide written notice to the GCED of its intention to purchase the Education Facility and the Property. If it exercises the option to purchase, Red Wing shall pay the GCED the amount of \$1.00 for the Property, plus an amount equal to the Fair Market Value of the Education Facility.

(2) The GCED and Red Wing may mutually agree upon an appraiser to determine the Fair Market Value of the Education Facility. If they have not mutually agreed upon an appraiser within fifteen (15) days following written notice of election to purchase by Red Wing, each shall within thirty (30) days thereafter obtain its own appraisal. If the GCED and Red Wing have been unable to reach agreement on the Fair Market Value of the Education Facility within sixty (60) days following written notice of election to purchase by Red Wing, they mutually agree that either may submit the issue of the determination of the Fair Market Value of the Education Facility to binding arbitration. Subject to appeal rights under the Minnesota Arbitration Act, the decision of the arbitrator shall be final and binding upon both parties.

(3) From the amount received from Red Wing, the GCED shall pay each of the Participating Independent Districts as follows: The amount paid to each Participating

Independent District shall be the total amount received from Red Wing times the percentage determined by dividing the total amount paid by that Participating Independent District under Article VI, Section 1 by the total amounts paid by all the Participating Independent Districts under Article VI, Section 1.

**Section 4. SALE TO THIRD PARTY OTHER THAN RED WING.** If the GCED sells the Education Facility (including the Property) to a third party other than Red Wing, the GCED shall pay to Red Wing from the net proceeds the sum of Fifty-Five Thousand Dollars (\$55,000) to reflect the agreed upon value of the Property. The GCED shall also pay each Participating Independent District a percentage share of the remaining total net proceeds, which shall be apportioned in accordance with the formula set forth in Article VI, Section 1.

## **ARTICLE VI**

### **LEASE PAYMENT ALLOCATION; CONTINUING CAPITAL COSTS;**

#### **OPERATING COSTS; DISSOLUTION**

**Section 1. LEASE PAYMENT ALLOCATION; RED WING'S ADDITIONAL PAYMENT.** The lease payments on the Lease Agreement described in Article V hereof shall be apportioned among the Participating Independent Districts using the following the method of apportionment: Each Participating Independent District's adjusted pupil units from the prior school year (the "Adjusted Pupil Units" ) shall be added together, which shall represent the total of number of students enrolled in the Participating Independent Districts for that school year (the "Total Adjusted Pupil Units"). Each Participating Independent District's Adjusted Pupil Units shall be separately divided by the Total Adjusted Pupil Units to determine each Participating Independent District's percentage of the Total Adjusted Pupil

Units. The amount to be paid under this section by each Participating Independent District will be its percentage determined above times the total amount to be paid in the aggregate by all the Participating Independent Districts, except that the amount to be paid each year by Red Wing shall, subject to Article VII, Section 2, below, additionally include the sum of Fifteen Thousand (\$15,000) plus an amount required to pay the interest component on the sum of Three Hundred Seventy-Five Thousand (\$375,000) Dollars of principal amount of the Lease Agreement over a term of 25 years (the "Additional Payment"). Each Participating Independent District may pay its share of the payments under the Lease Agreement from proceeds of a lease levy or from other school district fund sources. To the extent lease levy authority is exercised by one or more of the Participating Independent Districts in any year during the term of the Lease Agreement, prior to September 15 of each year, the GCED shall give written notice to each Participating Independent District of the maximum amount of the leasing levy, calculated based on this formula, authorized to be certified by that Participating Independent District under this section in that year. This section may be amended by resolutions adopted by the school boards of the Collaborating Districts if the amendment does not violate the provisions of the Lease Agreement or other documents relating to financing for the Education Facility.

**Section 2. TITLE AFTER PAYMENT OF LEASE.** Unless this Agreement is amended to the contrary, at the termination of the Lease Agreement and after the repayment of the financing described above, the title to the real and personal property financed shall vest in the GCED.

**Section 3. OBLIGATION TO MAKE LEASE PAYMENTS; TIMING OF PAYMENTS TO GCED.** The Collaborating Districts recognize that the payments under the

Lease Agreement will be paid by the Participating Independent Districts through lease levies and other fund sources pursuant to the formula in Article VI, Section 1, hereof. Lease payments pursuant to the Lease Agreement which are not eligible for the lease levy shall be paid by the Participating Independent Districts using other fund sources. By not later than January 15 each year during the term of the Lease Agreement, each Participating Independent District shall pay to the GCED the amount of its apportioned share of that year's payment under the Lease Agreement, which may consist of proceeds from a lease levy, funds from other school district fund sources, or both.

#### **Section 4. CONTINUING CAPITAL COSTS; OPERATING COSTS**

(a) The Participating Independent Districts shall be apportioned operating costs pursuant to the formula set forth in Article VI, Section 1.

(b) The Participating Independent Districts shall be apportioned continuing capital costs pursuant to the formula set forth in Article VI, Section 1.

**Section 5. DISSOLUTION OF GCED AFTER TERMINATION OF THE LEASE AGREEMENT.** In the event the GCED elects to dissolve after repayment of the financing described above, the Education Facility (and the Property) shall be sold and the proceeds of the sale apportioned in accordance with Article V, Section 3 or Article V, Section 4, as applicable, . This requirement shall survive the withdrawal of any Participating Independent District from this Agreement or the termination of this Agreement.

### **ARTICLE VII**

#### **DURATION; MEMBERSHIP; TERMINATION; BREACH; LIABILITY; INSURANCE**

**Section 1. DURATION.** This Agreement shall be perpetual in duration unless terminated pursuant to provisions of this Agreement, as amended, or any state law terminating the Agreement.

**Section 2. ADDITION OF OTHER DISTRICTS; REALLOCATION OF ADDITIONAL PAYMENT.** An independent school district seeking membership in the GCED shall, as a condition of being approved as a member pursuant to applicable state law and the GCED Agreement, agree in writing to be added to this Agreement as a Participating Independent District and to be bound by the terms of this Agreement. Upon becoming a Participating Independent District under this Agreement, the percentages apportioned pursuant to Article VI, Section 1 of this Agreement shall be adjusted to account for the additional Participating Independent District. The Additional Payment made by Red Wing pursuant to Article VI, Section 1, hereof, shall cease as of the date a new member school district becomes a Participating Independent District under this Agreement, at which time, and for the remainder of the term of the Lease Agreement, the amount of the Additional Payment shall be apportioned among all of the Participating Independent Districts using the percentages described in Article VI, Section 1, hereof.

**Section 3. WITHDRAWAL OF PARTICIPATING INDEPENDENT DISTRICTS.**

**Subdivision. 1. Procedure.** A Participating Independent District may only withdraw from this Agreement if it also withdraws as a member school district of the GCED in the manner provided in the GCED Agreement. Subject to the terms of Article VII, Section 3, Subdivision 2, below, a Participating Independent District may withdraw from this Agreement effective at the end of any fiscal year by resolution adopted by a majority vote of the full

membership of its school board and by formal written notice to the school board of each other Participating Independent District and to the Executive Director of the GCED. Such formal written notice shall be provided to each school board and the Executive Director no less than six (6) months prior to the effective date of withdrawal. The notice shall include a certified copy of the adopted withdrawal resolution. A withdrawal shall only be permitted as specified in this section.

**Subdivision 2. No Withdrawal Permitted During Lease Term.** A Participating Independent District shall not be permitted to withdraw from this Agreement prior to June 30 of the year in which full payment of the Lease Agreement obligation, or an obligation refunding the Lease Agreement obligation, is made.

**Subdivision 3. No Distribution to Withdrawing Participating Independent District.** Except as provided in this Article VII, Section 3, Subdivision 3, a withdrawing Participating Independent District shall not be eligible for the distribution of any property or assets at the time of withdrawal. A Participating Independent District who has withdrawn from this Agreement shall be entitled to receive its apportioned share of the proceeds from the sale of the Education Facility (and the Property) in accordance with Article VI, Section 5, hereof.

**Section 4. TERMINATION OF AGREEMENT.** After the payment in full of the Lease described in Article V hereof, this Agreement may be terminated if the boards of all Collaborating Districts adopt written resolutions approving such termination. Upon termination, all funds and property remaining after payment of all outstanding debts and obligations, including the Education Facility, the Property, and equipment of any nature, shall become the property of the GCED. To the extent permitted by law, the termination shall not affect the



continuing liability of present or former Collaborating Districts for indebtedness incurred prior to the termination, or for other continuing obligations, including unemployment compensation or reemployment insurance.

**Section 5. BREACH OF AGREEMENT; MEET AND CONFER.** Any Collaborating District breaching this Agreement and given written notice of the breach and the nature thereof shall have fifteen (15) days in which to cure the breach. The breaching Collaborating District shall be liable for any expenses incurred by any other Collaborating District to enforce the provisions of this Agreement and any damages incurred by other Collaborating Districts as a result of the breach. In the event a breach of this Agreement involves the failure by a Participating Independent District to pay any or all of its apportioned share of any payment under the Lease Agreement, representatives of each Collaborating District shall meet as soon as practicable following said breach and determine how to address any resulting shortfall in the ability to make payments under the Lease Agreement. The unpaid apportioned share of the breaching Participating Independent District shall be apportioned among the non-breaching Participating Independent Districts in the manner set forth in Article VI, Section 1, hereof. The payment of the breaching Participating Independent District's apportioned share by the non-breaching Participating Independent Districts shall not relieve the breaching Participating Independent District from liability for payment of the unpaid share or from any damages incurred by a Participating Independent District as a result of the breach.

**Section 6. LIABILITY.** No Participating Independent District shall be liable for the acts or omissions of the GCED and the GCED shall not be liable for the acts or omissions of a Participating Independent District. Except as provided in Article VII, Section 5, hereof,

no Participating Independent District shall be liable for the acts or omissions of another Participating Independent District. The liability and the monetary limits of liability of the GCED, the Participating Independent Districts, their officers, employees, representatives, and agents shall be governed by the Municipal Tort Claims Act, (Minnesota Statutes Chapter 466) and other applicable law.

#### **Section 7. INSURANCE.**

**Subdivision 1. Property Insurance.** The GCED shall maintain at its expense property insurance on the Education Facility and its personal property, which will be an operating cost under Article VI, Section 4(a) of this Agreement. Red Wing shall maintain at its expense property insurance for its personal property used or stored at the Education Facility or on the Property.

**Subdivision 2. Liability Insurance.** The GCED and Red Wing shall each maintain liability insurance in not less than the statutory maximum liabilities for school districts. Red Wing and GCED shall each name the other as an additional named insured on its liability insurance policies.

### **ARTICLE VIII**

#### **MISCELLANEOUS PROVISIONS**

**Section 1. CAPTIONS.** 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.

**Section 2. AMENDMENTS TO THIS AGREEMENT.** Amendments to this Agreement may be proposed by the board of any Collaborating District. Notice of proposed

amendments shall be sent to all Collaborating Districts. The proposed amendment shall not become effective until it has been approved and executed by not less than two-thirds of all the Collaborating Districts. An amendment approved under this Section shall be an addendum to this Agreement.

**Section 3. SAVINGS CLAUSE.** Should any provision or article 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 or article be found unlawful, representatives of the boards of the Collaborating Districts shall meet for the purpose of arriving at an agreement on a lawful provision to replace the unlawful provision or article. The newly agreed upon provision or amendment must be approved by the boards of the Collaborating Districts by resolutions adopted in the manner specified in this Article VIII for the adoption of amendments.

**Section 4. NOTICES.** All notices required or permitted to be given by a Collaborating District shall be given by the clerk of its board. The notice shall be in writing and shall be sent by first class mail or electronic mail to the administrative offices of the board of a Collaborating District. A notice shall be timely if postmarked or emailed on the day it is due. In the case of a notice requiring board action, a certified copy of the resolution, motion or minutes of the school board specifying the board action shall be sent with the notice.

**Section 5. ENTIRE AGREEMENT; APPLICABLE LAW.** This Agreement contains the entire agreement between the parties. No party has relied upon any statements or promises that are not stated in this Agreement. This Agreement shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

**Section 6. EXECUTION IN COUNTERPARTS; EFFECTIVE DATE OF AGREEMENT.** 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. This Agreement shall become effective upon its approval by the boards of each Collaborating District.

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

Approved at a meeting  
of the Governing Board  
thereof held on the 22  
day of May,  
2014.

**GOODHUE COUNTY EDUCATION DISTRICT NO.  
6051**

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

Chair

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

Clerk

Approved at a meeting of  
the School Board thereof  
held on the 3 day of  
June, 2014.

**INDEPENDENT SCHOOL DISTRICT NO. 256  
(RED WING)**

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

Chair

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

Clerk

Approved at a meeting of  
the School Board thereof  
held on the 9th day of  
June, 2014.

**INDEPENDENT SCHOOL DISTRICT NO. 252  
(CANNON FALLS)**

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

Chair

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

Clerk

Approved at a meeting of

**INDEPENDENT SCHOOL DISTRICT NO. 253**

the School Board thereof  
held on the 16 day of  
June, 2014.

(GOODHUE)

By: [Signature]  
Chair

By: [Signature]  
Clerk

Approved at a meeting of  
the School Board thereof  
held on the 30<sup>th</sup> day of  
May, 2014.

INDEPENDENT SCHOOL DISTRICT NO. 2172  
(KENYON-WANAMINGO)

By: [Signature]  
Chair

By: [Signature]  
Clerk

Approved at a meeting of  
the School Board thereof  
held on the 2<sup>nd</sup> day of  
June, 2014.

INDEPENDENT SCHOOL DISTRICT NO. 2805  
(ZUMBROTA-MAZEPPA)

By: [Signature]  
Chair

By: [Signature]  
Clerk



**JOINT POWERS AGREEMENT  
EDUCATION FACILITY IN RED WING, MINNESOTA**

**SIGNATURE PAGE OF  
INDEPENDENT SCHOOL DISTRICT NO. 813 (LAKE CITY)**

Approved at a meeting of the School  
Board thereof held on the 21 day of  
July, 2014.

**INDEPENDENT SCHOOL DISTRICT NO. 813  
(LAKE CITY)**

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

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

