



Jordan School District #717
School Board and City Council Special Workshop
Minutes

Monday, November 25, 2013 at 7:00 PM
School Board and City Council Special Workshop
Jordan Public Schools
500 Sunset Drive; Suite 3
Jordan, MN 55352

1. Board and City Council Special Meeting
 1. Partnership Opportunity - Power Point

School Board Clerk

Date



ISD 717 Welcomes Jordan City Council Members

Special Meeting to Discuss Potential Partnership
between the City₂ of Jordan and ISD 717

Agenda

Meeting Agenda

- Meeting Framework
- School Needs
 - Option 1 (DLR will provide visual boards to illustrate options + pdf copies for School Board and City Council Members)
 - School Needs + Short Track + Outlined \$29,345,000 cost
 - City Council would agree to endorse our project but would not contribute financially to the project. The facility would serve the District's educational needs and the walking track would be open to the community at a level to be determined.
- Potential Partnership Scenarios (Opportunities)
 - Option 2 (DLR will provide visual boards to illustrate options + pdf copies for School Board and City Council Members)
 - A = Increase the size of the gym to include two "side by side" gym stations/one large full court gym with rubberized multipurpose surface + an enlarged walking track
 - B = Increase the size of the gym to include two "side by side" gym stations/one large full court gym with rubberized multipurpose surface + an enlarged walking track+ an extra fitness space on the second level.
 - C = Increase the size of the gym to include three gym stations/one large full court gym with rubberized multipurpose surface + an enlarged walking track+ an extra fitness space on the second level.
- Financing Options
 - A one page tutorial will be provided outlining finance cost options concerning Option 2 and scenario A, B, and C + Estimated Operating Costs
- Share Joint Powers Agreement Samples and Planning
- Objectives and Purpose of Meeting Tonight
 - Question and Answer/Discussion
- Defining the Y – Decisions on Scenarios

Option 1: ISD 717 Needs (Floor Plan)

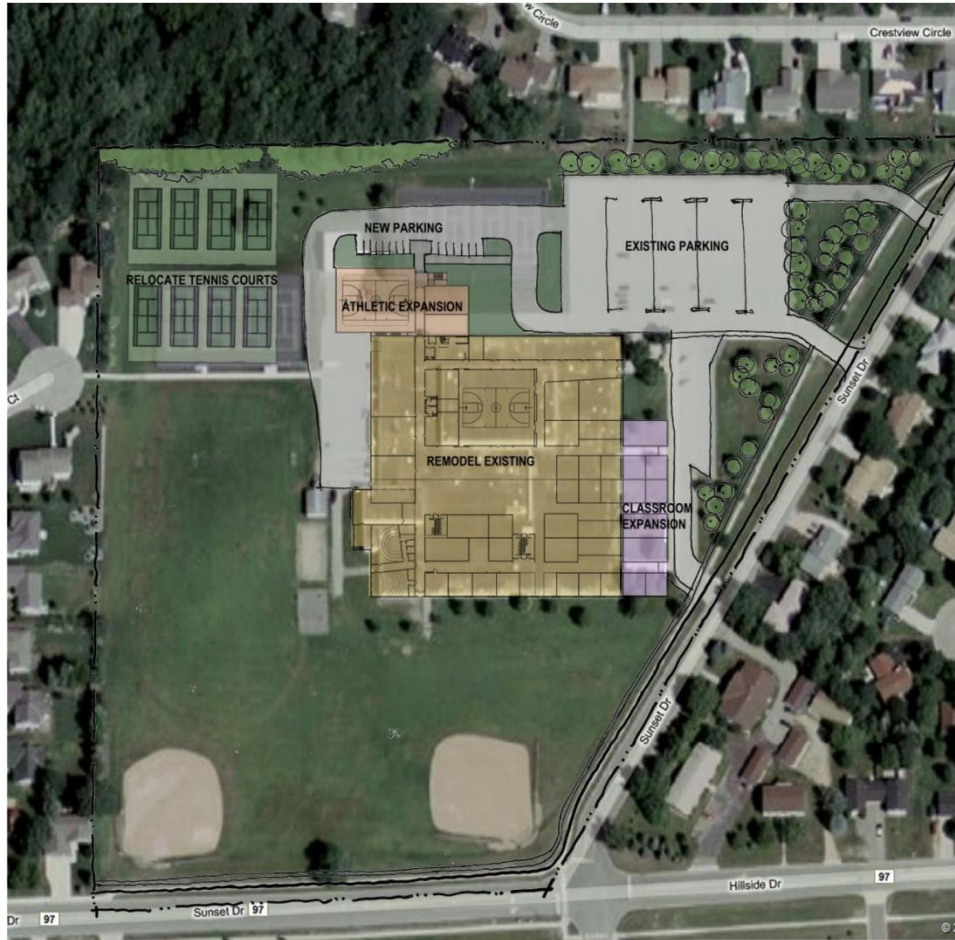


- CLASSROOM ADDITION: 13,466 SF
- TOTAL ATHLETIC EXPANSION: 19,740 SF
- SINGLE STATION GYM, FITNESS AND LOCKER ROOM, STAIRS, ELEVATOR, (BY DISTRICT): 17,840 SF
- RUNNING TRACK (BY DISTRICT): 1,900 SF



Conceptual Floor Plan
Option 1

Option 1: ISD 717 Needs (Site Plan)



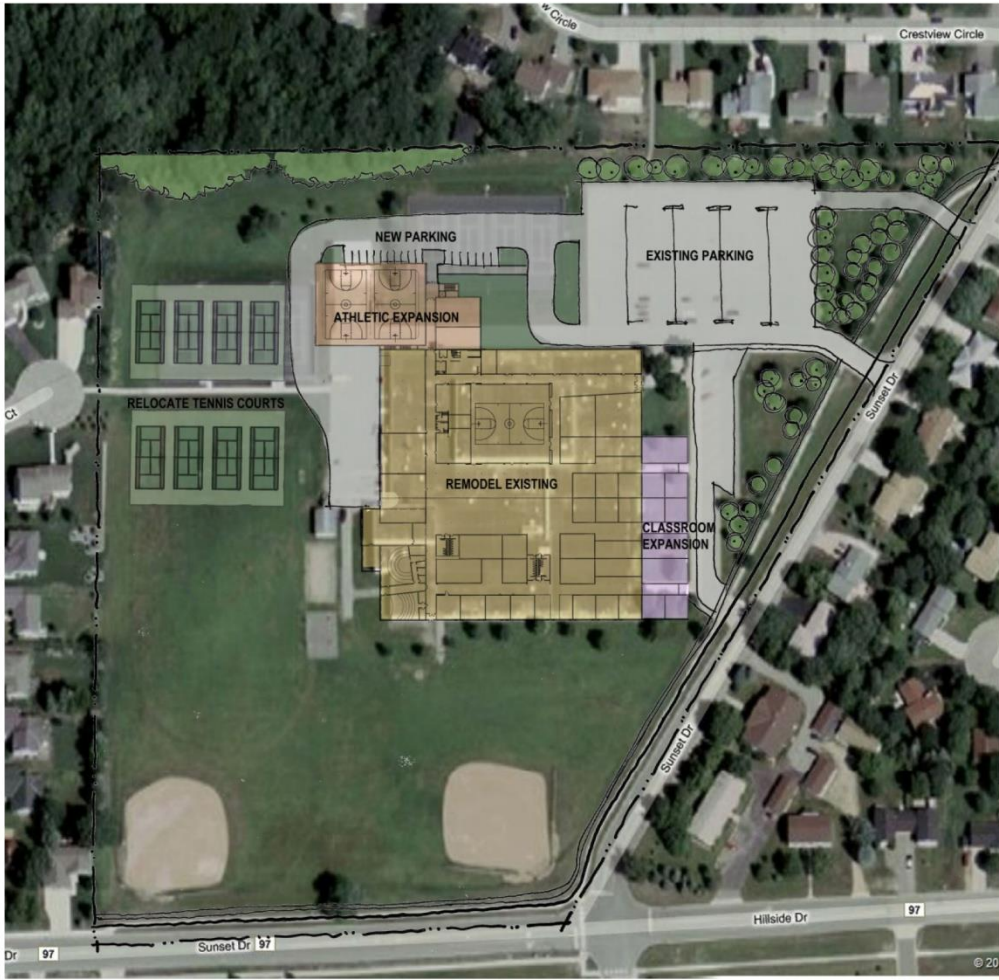
Conceptual Site Plan
Option 1

Option 2B: City and School Partnership (Floor Plan)



Conceptual Floor Plan
Option 2B

Option 2A&B: City and School Partnership (Site Plan)

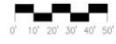


Conceptual Site Plan
Option 2A & 2B

Option 2C: City and School Partnership (Floor Plan)

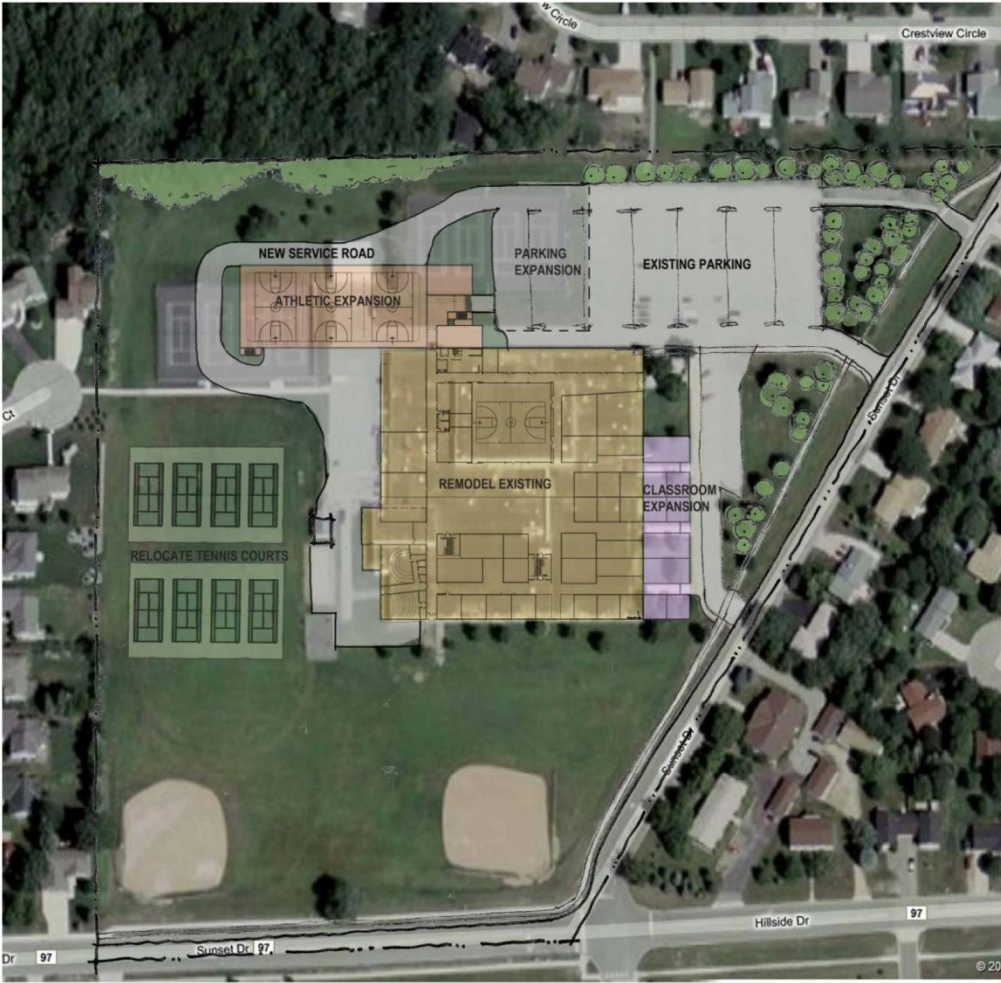


CLASSROOM EXPANSION: 13,466 SF
 TOTAL ATHLETIC EXPANSION: 44,090 SF
 THREE STATION GYM, FITNESS, LOCKER ROOM, STAIRS, ELEVATOR (BY DISTRICT): 33,140 SF
 SECOND LEVEL FITNESS, LOCKERS AND RUNNING TRACK (BY CITY): 10,950 SF.



Conceptual Floor Plan
 Option 2C

Option 2C: City and School Partnership (Site Plan)



Conceptual Site Plan
Option 2C

Option 2D: City and School Partnership (Floor Plan)



CLASSROOM EXPANSION

CLASSROOM EXPANSION: 13,466 SF

TOTAL ATHLETIC EXPANSION: 45,590 SF

THREE STATION GYM, FITNESS, LOCKER ROOM, STAIRS, ELEVATOR (BY DISTRICT): 33,140 SF

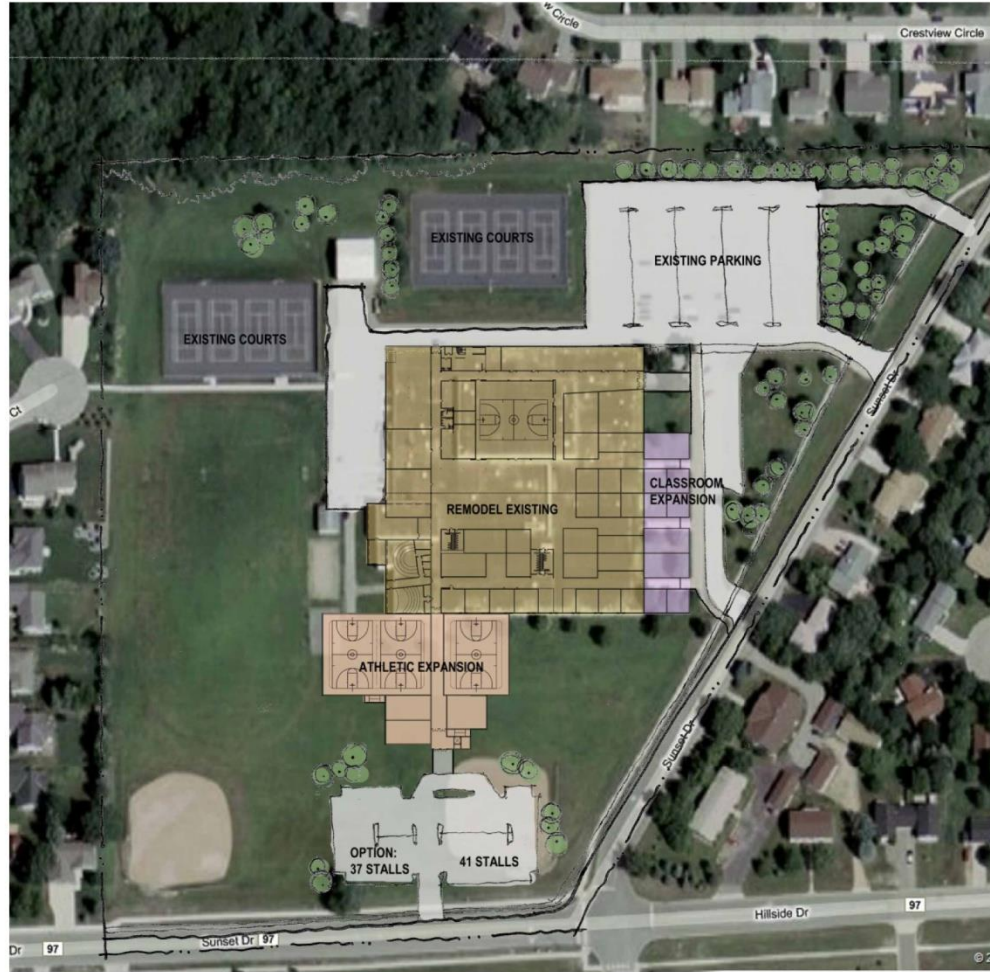
ADDITIONAL LOCKER ROOM: 1,500 SF

SECOND LEVEL FITNESS, LOCKERS AND RUNNING TRACK (BY CITY): 10,950 SF.



Conceptual Floor Plan Option 2D

Option 2D: City and School Partnership (Site Plan)



Conceptual Site Plan
Option 2D

Finance Options

- **Option #1 – City of Jordan Contribution**

a) Project Cost: \$0

- Annual Lease: \$0
- Estimated Annual Utility Cost: \$0

- **Option #2 – City of Jordan Contribution**

a) Project Cost: \$1,995,600

- Annual Lease: 20 year \$160,032 – 15 year \$184,580
- Estimated Annual Utility Cost: \$9,600
- Estimated Annual Staffing and Supplies Cost: \$30,000 - \$65,000 depending on staffing options

b) Project Cost: \$2,562,600

- Annual Lease: 20 year \$209,532 – 15 year \$238,695
- Estimated Annual Utility Cost: \$16,100
- Estimated Annual Staffing and Supplies Cost: \$30,000 - \$65,000 depending on staffing options

c) Project Cost: \$4,616,760

- Annual Lease 20 year \$371,260 – 15 year \$429,430
- Estimated Annual Utility Cost: \$25,700
- Estimated Annual Staffing and Supplies Cost: \$30,000 - \$65,000 depending on staffing options

d) Project Cost: \$5,047,560

- Annual Lease 20 year \$407,948 – 15 year \$467,061
- Estimated Annual Utility Cost: \$27,600
- Estimated Annual Staffing and Supplies Cost: \$30,000 - \$65,000 depending on staffing options

Sample Joint Powers Agreements (1)

JOINT COOPERATIVE AGREEMENT FOR COUNTY/CITY ADMINISTRATIVE OFFICE BUILDING

Agreement made April 6, 2010, between Brookings County, SD, a South Dakota County (the "County") and the City of Brookings, South Dakota a municipality under South Dakota law (the "City").

WHEREAS, County and City are in need of additional space for administrative offices; and

WHEREAS, the parties believe that combining their offices in a single building will enhance the ability of both to serve the public; and

WHEREAS, pursuant to the formal approval by the County on April 13, 2010 and the formal approval by the City on April 6, 2010, the officers of the respective entities are authorized to enter into this agreement:

NOW THEREFORE, the parties agree as follows:

Section One Statutory Authority

This agreement is made pursuant to the authority granted by SDCL § 1-24-1 to 1-24-23, inclusive and 6-3-2.

Section Two Purpose of the Agreement and Use of the Building

This agreement is intended to specify terms and conditions under which County and City will purchase land together and construct, equip and maintain an administrative building for the joint and common use of the County and City to house the County's Offices and the City's Administrative Offices. Further, it is the intent of both Parties that this Agreement may be amended and supplemented prior to the beginning of, or during the construction period.

Section Three Acquisition of Property

County and City are negotiating the purchase of the properties as set forth in Exhibit "A" attached hereto and by this reference incorporated herein. County and City shall each be obligated to pay one-half of the costs of such property acquisition, including purchase prices, closing costs and demolition costs. Upon closing all of such properties shall be titled in the names of County and City jointly.

Section Four Building Name and Use

The name of the building shall be the BROOKINGS CITY/COUNTY ADMINISTRATION BUILDING. The building shall be used to house the administrative functions of the County and City and for such other purposes as the County and City deem appropriate.

Section Five Estimated Cost and Financing

The estimated cost of the joint building is not to exceed 12 Million Dollars which shall be born by each party as stated herein. It is anticipated that County has sufficient funds set aside to purchase said properties and pay for its share of the construction of the building by appropriation. It is anticipated that City will issue sales tax bonds and appropriate the bond proceeds to pay its share of the purchase of said properties and the construction of the building.

Section Six Allocation of Construction Costs

A) Each party shall pay for the general cost of constructing the joint administrative building an allocated share based upon their respective square footage of separate office area as it relates to the combined square footage of both separate office areas. The general cost of constructing the joint administrative building for the purposes of such payment allocation shall include the following:

1. All costs of architects, engineers and construction manager;
2. Site preparation and footings;
3. All exterior walls, windows and doors;
4. The roof and floor structure;
5. All heating and air conditioning systems;
6. All load-bearing walls;
7. Utility service (electrical, plumbing, telephone, security systems, and related wiring and lighting), excluding utility work in the separate areas of each party; and
8. All costs relating to common areas, including hallways, bathrooms, commission/council chambers and other combined meeting rooms.
9. Parking lots, exterior lighting, signage and landscaping.

B) Each party shall pay in full the costs of construction regarding each party's separate office area, including:

1. All utility service serving only each separate area;
2. All non-load bearing walls and similar dividers;
3. All finish work, trim, painting, carpeting, lighting and ceilings; and

Sample Joint Powers Agreements (1)

4. All equipment.

C) Each party shall timely pay its respective share of the construction costs as they become due under the construction contracts.

Section Seven Design Approval

The Joint Committee shall work with the architect to develop plans for the building layout, exterior, common areas, landscaping and parking lots. Such plans shall be submitted for approval to the County Commission and the City Council upon completion of the schematic design phase and upon completion of the design development phase. The County Commission shall have the sole and final approval of the design and interior finishing of the County's separate area and the City Council shall have the sole and final approval of the design and interior finishing of the City's separate area.

Section Eight Furniture, Fixtures and Equipment

The City and County will each pay for their own furniture, fixtures and equipment necessary for their operations in the Building. Each Party shall pay for furniture, fixtures and equipment necessary for the joint areas and the general operation of the building based upon the same allocation as for construction costs under Section Six (A) above.

Section Nine Insurance

Liability insurance shall be procured jointly, if necessary, by the County and the City to protect said governmental units from any and all claims for bodily injury, including death and property damage arising out of the use or operation of the facility. In addition, fire and extended coverage insurance in an amount not less than the cost of construction, shall be obtained by the County and the City, which will insure the owners of the building in case of fire, catastrophe, or other damage to the building, fixtures, and/or equipment contained in the facility. Each Party shall pay for the cost of such insurance based upon the same allocation as for construction costs under Section Six (A) above. Each Party shall pay for any insurance on its separately owned furniture, fixtures and equipment.

Section Ten Portion and Method of Allocating Expenses of Operation and Maintenance

Each party shall pay for all costs of maintenance, repairs, utility and capital replacement for its separate areas. The costs of maintenance, repairs, utilities and capital replacement of the building exterior, roof, heating and air conditioning systems, grounds, parking lot and common areas shall be allocated between the Parties based upon the same allocation as for the construction costs under Section Six (A) above.

Section Eleven Management of Common Areas

The City Manager shall be responsible for the management and scheduling of jointly used areas of the building. The County Commission and the City Council shall always have priority as to the use of the Commission/Council Chambers. Any fees generated by the use of the common areas of the building shall be applied to the costs of maintenance and upkeep of such common areas.

Section Twelve Personnel

The City shall control the personnel and operations of its offices and the County shall control the personnel and operations of its offices; except as specifically agreed to within the terms of this Agreement or any other agreement between the Parties.

Section Thirteen Building/Advisory Committee

A building advisory committee, consisting of four (4) members, two (2) from the County and two (2) from the City, shall meet periodically as necessary for the purpose of discussing problems or difficulties during the planning, design and construction of the building; and the continued operation of the building and grounds. The City Manager and the County Commission Assistant shall be non-voting members of such committee. Such committee shall have general authority concerning the planning, design and construction of the building and the continued operation of the building, provided, however, that the following matters are subject to approval by both the County Commission and the City Council:

- Hiring architects and engineers;
- Approval of final design and plans;
- Bidding all contracts;
- All bonds and financing; and
- Annual operation budget.

In the event members of the Building/Advisory Committee are at an impasse by virtue of a tie vote on an issue they deem irreconcilable, the Committee agrees to submit the issue to a dispute resolution and mediation process.

Section Fourteen Disposition of Revenue Derived from Building

In the event that there exists any revenues derived from the operations of the building, the County and City shall retain such revenues as are attributable to the space under its control.

Sample Joint Powers Agreements (1)

Section Fifteen Termination

This agreement shall continue until otherwise terminated by the parties by mutual agreement.

Section Sixteen Partial Invalidity

In any one or more of the provisions of this Agreement, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but the Bond Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

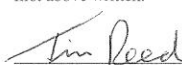
Section Seventeen Agreement Open to Public Inspection/Publication of Proceedings


This agreement shall be filed and copies hereof kept as an open record with the County Finance Officer and City Clerk and shall be open to public inspection. The publication and other procedures for Notice of Meetings, Meetings, including Agendas and Minutes of Meetings wherein Joint Cooperative Powers business is conducted shall conform to the respective procedures of the County of Brookings and City of Brookings.

Section Eighteen Amendments

This agreement may be amended and supplemented from time to time by the action of the governing bodies of the County and City. All amendments or supplements shall be filed in accordance with Section Seventeen.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


Tim Reed, Mayor


Dennis Falken, Chair, Brookings County
Board of Commissioners



Shari Thornes, City Clerk

ATTEST:


Vicki Buse, County Finance Officer



Sample Joint Powers Agreements (2)

SOUTHWEST METRO EDUCATIONAL COOPERATIVE

River Valley Education Center

JOINT POWERS AGREEMENT

This Agreement is made and entered into this 1st day of August, 2013, by and among Independent School District No. 2905 (Tri-City United), Independent School District No. 716 (Belle Plaine), Independent School District No. 717 (Jordan), Independent School District No. 719 (Prior Lake-Savage), Independent School District No. 720 (Shakopee), Independent School District No. 721 (New Prague), and the SouthWest Metro Educational Cooperative (hereinafter referred to as the "SWMetro"), all being school districts and governmental units of the State of Minnesota. Each of the six independent school districts shall hereinafter be referred to as a "Participating Independent District" or the six jointly as the "Participating Independent Districts." The Participating Independent Districts and the SWMetro shall hereinafter be referred to as the "Collaborating Districts."

RECITALS:

WHEREAS, through a joint powers agreement entered into on May 12, 1997 by the Participating Independent Districts and the Minnesota River Valley Special Education Cooperative (MRVSEC), the River Valley Education Center (RVEC) was established and a special services facility was constructed in Jordan to be used by MRVSEC to provide special services to the Participating Independent Districts; and

WHEREAS, subsequently, the programs provided by MRVSEC and the programs provided by the Carver-Scott Educational Cooperative (CSEC) were blended to improve options for students and to reduce taxpayer costs; and

WHEREAS, a new Joint Powers Cooperative (SWMetro) has been established to operate the programs formerly provided by MRVSEC and CSEC; and

WHEREAS, upon SWMetro assuming all assets and liabilities of MRVSEC and CSEC, MRVSEC and CSEC shall be dissolved; and

WHEREAS, one of the original Participating Independent Districts, Independent School District No. 394 (Montgomery), was subsequently renamed Montgomery-Lonsdale; and

WHEREAS, Montgomery-Lonsdale merged with LeCenter on July 1, 2012, to form Tri-City United; and

WHEREAS, the Collaborating Districts now desire to revise and amend the original Joint Powers Agreement that established the River Valley Education Center for the purpose of continuing the collaborative services available through this facility through relationship with SWMetro 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; DUTIES.

Section 1. AUTHORITY. This Agreement is entered into by the Collaborating Districts pursuant to Minnesota Statutes § 471.59.

Section 2. PURPOSE. The purpose of this Agreement is to provide a framework for the ownership and governance of a special services facility to be used by SWMetro to provide special and other educational services to the Participating Independent Districts and other Public School Districts. The facility is located in the City of Jordan, Minnesota, and hereinafter to be referred to as the "River Valley Education Center (RVEC)."

Section 3. DUTIES OF SWMETRO. SWMetro shall have the ultimate responsibility for the staffing, scheduling, operation, management, control, administration, and promotion of the RVEC.

ARTICLE II

GOVERNING BOARD.

Section 1. CREATION; POWERS. SWMetro was created pursuant to a Joint Powers Agreement dated July 1, 2013. Six of the ten original member districts of the SWMetro are the Participating Independent Districts in this Agreement. The control and management of SWMetro is vested in a Governing Board established pursuant to Article II of said Agreement. Said Governing Board shall have such additional powers as specified in this Agreement, including all powers necessary to provide recommendations on issues relating to the operation and governance of the RVEC.

Sample Joint Powers Agreements (2)

ARTICLE III

USE OF SITE

Section 1. ACQUISITION AND USE.

Subd. 1. Acquisition of Building Site. Jordan conveyed to MRVSEC land located on the existing Jordan Public School site to be used as the RVEC site. The land was conveyed from Jordan to the MRVSEC for \$1.00 and other good and valuable consideration herein contained. MRVSEC shall convey ownership of the land to SWMetro for good and valuable consideration to be established by the MRVSEC and SWMetro Governing Boards.

Subd. 2. Grounds.

- (a) Jordan shall, at its expense, provide usual and customary lawn mowing of the RVEC site.
- (b) Jordan shall provide snow removal for said parking lot and any sidewalks located on the RVEC site. The SWMetro will reimburse Jordan for one-half of the costs attributable to said snow removal.

Subd. 3. Parking Lot and Sidewalks.

- (a) Jordan will allow the SWMetro to use its existing parking lot for SWMetro's overflow parking.
- (b) A parking lot was constructed on the site conveyed by Jordan to MRVSEC and Jordan will be allowed to continue to use said parking lot for athletic activity parking so long as its use does not interfere with the SWMetro's usage.
- (c) Jordan agrees to maintain its parking lot in reasonable repair.
- (d) SWMetro agrees to maintain its parking lot in reasonable repair.
- (e) SWMetro will charge back to Jordan one-half of the operating costs attributable to its maintenance of its parking lot, including seal coating, striping, crack filling and similar maintenance, but excluding resurfacing or reconstruction which shall be treated as continuing capital costs.

Subd. 4. Use of Facilities. SWMetro will have adequate use of the Jordan Public School site outdoor facilities without charge. Jordan will have use of the enlarged gymnasium without charge after 3:00 p.m. on weekdays and all day on weekends. Other use prior to 3:00 p.m. on weekdays during vacations and other periods of the year when school is not in session at the RVEC may be approved by the SWMetro and the approval shall include additional allocations of utility costs. SWMetro and Jordan will coordinate the scheduling of the use of the respective facilities.

Section 2. GYMNASIUM CONSTRUCTION AND USE.

Subd. 1. Enlarged Gymnasium. The RVEC will include an enlarged gymnasium pursuant to specifications for said enlargement approved by Jordan. The agreed upon additional cost of the enlarged gymnasium was \$336,000. Jordan's contribution for the cost of the enlarged gymnasium was \$121,000.00, not including equipment. The amount of \$215,000 was financed to pay the contribution of the remaining Participating Independent Districts for the cost of the enlarged gymnasium.

Subd. 2. Utility Costs. SWMetro will be responsible for utility costs for the RVEC, subject to a percentage contribution by Jordan for its use of the enlarged gymnasium. Jordan, as and for its contribution to costs arising out of its use, shall contribute to SWMetro 66.667% of total gas and electric costs for the enlarged gymnasium portion of the RVEC, as calculated by the providing utility.

ARTICLE IV

FOOD SERVICES.

Section 1. FOOD SERVICES. Jordan will provide food services for staff and students of SWMetro to a maximum service for 100 persons. Additional services will be provided upon mutual agreement by Jordan and SWMetro. Said food services will be commensurate with food services provided by Jordan for its staff and students.

Section 2. REIMBURSEMENT. SWMetro will reimburse Jordan for food services provided, commensurate with the charges established by Jordan for the provision of food services to its staff and students, along with a reasonable additional charge for packaging and delivery.

Sample Joint Powers Agreements (2)

ARTICLE V

OPTION TO PURCHASE; SALE.

Section 1. OPTION TO PURCHASE.

a) Option to Purchase

- (1) SWMetro hereby grants to Jordan an option to purchase the RVEC and site if SWMetro elects to sell the RVEC and site. In this event, written notice shall be provided to Jordan by SWMetro. Jordan shall have sixty (60) days to provide in writing its intention to purchase the RVEC and site. Jordan shall pay SWMetro the amount of \$1.00 for the site, plus an amount equal to the fair market value of the RVEC (excluding the value of the site), less applicable credits or reductions set forth below.
- (2) SWMetro and Jordan may mutually agree upon an appraiser to determine the fair market value of the RVEC (excluding the value of the site). If they have not mutually agreed upon an appraiser within fifteen (15) days following written notice of election to purchase by Jordan, each shall within thirty (30) days thereafter obtain its own appraisal. If SWMetro and Jordan have been unable to reach agreement on the fair market value of said property within sixty (60) days following written notice of election to purchase by Jordan, they mutually agree that either may submit the issue to binding arbitration pursuant to the then existing rules of the American Arbitration Association. The issue to be submitted to the arbitrator will be a determination of the fair market value of the RVEC (excluding the value of the site). Subject to appeal rights under the Minnesota Arbitration Act, the decision of the arbitrator shall be final and binding upon both parties.
- (3) The amount to be paid by Jordan to SWMetro shall be reduced by the following amounts: (i) \$121,000 to reflect Jordan's initial contribution to the enlarged gymnasium improvement on the site; and (ii) an amount not to exceed \$26,000 to reflect Jordan's actual contribution for equipment initially installed as part of the RVEC.
- (4) From the amount received from Jordan, SWMetro shall pay the Participating Independent Districts, other than Jordan, the amount of \$215,000. The amount paid to each Participating Independent District other than Jordan shall be the total times the percentage determined by

dividing the total amount levied by that Participating Independent District by the total amount of all levies certified by all the Participating Independent Districts other than Jordan.

- (5) In the event the fair market value of the RVEC (excluding the value of the site) is not sufficient to make the full \$362,000 of reductions or payments in subparagraphs (3) and (4) above, the amounts of those reductions or payments shall be prorated proportionately.

Section 2. SALE TO THIRD PARTY OTHER THAN JORDAN. If SWMetro sells the RVEC and site to a

third party other than Jordan, SWMetro shall pay to Jordan from the net proceeds of the sale the following amounts: (i) \$121,000 to reflect Jordan's initial contribution to the enlarged gymnasium improvement on the site; (ii) an amount not to exceed \$26,000 to reflect Jordan's actual contribution for equipment initially installed as part of the RVEC; and (iii) \$40,000 to reflect the agreed upon value of the land originally conveyed by Jordan to the MRVSEC for the site of the RVEC. SWMetro shall also pay the Participating Independent Districts, other than Jordan, the amount of \$215,000 less any amounts of the original \$215,000 financed to pay a portion of the costs of the enlarged gymnasium that are paid by SWMetro as part of the Termination Value. The amount paid to each Participating Independent District other than Jordan shall be the total times the percentage determined by dividing the total amount levied by that Participating Independent District by the total amount of all levies certified by all the Participating Independent Districts other than Jordan. In the event the net proceeds of the sale of the RVEC and site are not sufficient to make the full \$402,000 of payments to Jordan and the other Participating Independent Districts, the amounts of those payments shall be prorated proportionately. As used in this section, the term "net proceeds" is defined as the amount received from the sale, less any costs or expenses of the sale.

Sample Joint Powers Agreements (2)

ARTICLE VI

FINANCES.

Section 1. DISSOLUTION The Collaborating Districts recognize that the RVEC was paid for by the Participating Independent Districts through levies and other fund sources. Thus, if the title to the RVEC were to vest in SWMetro and if SWMetro were thereafter to dissolve and its assets were to be divided among its member school districts, it is the intent of this subdivision that the real property at the RVEC or the proceeds of its sale, if applicable, would be divided between the six Participating Independent Districts Independent Districts based on the ratio of the leasing levies paid by each Participating Independent District to the total paid by all the Participating Independent Districts. This requirement shall survive the withdrawal of any Collaborating District from or the termination of this Agreement.

Section 2. INSURANCE.

Subd. 1. Property Insurance. SWMetro will maintain at its expense property insurance on the RVEC and its personal property. Jordan will maintain at its expense property insurance for its personal property used or stored at the Special Services Facility or on the site.

Subd. 2. Liability Insurance. SWMetro and Jordan shall each maintain liability insurance in not less than the statutory maximum liabilities for school districts. Each party will name the other as an additional named insured.

ARTICLE VII

CONTRACTS AND BIDDING; PURCHASES.

Section 1. CONTRACTS; BIDDING. Contracts for the acquisition and betterment of the RVEC and leases, purchases, rentals and sales of equipment and supplies for the RVEC shall be made by the SWMetro in accordance with the Agreement and By-Laws of SWMetro.

ARTICLE VIII

NOTICES; WITHDRAWAL;

TERMINATION; BREACH; AMENDMENTS.

Section 1. NOTICES. All notices required or permitted to be given by a Collaborating District shall be given by the clerk of its school Board. The notice shall be in writing and shall be sent by first class mail to the school Board of a Collaborating District at its administrative offices. A notice shall be timely if postmarked on the day it is due. In the case of a notice requiring school board action, a certified copy of the resolution, motion or minutes of the school board specifying the school Board action shall be sent with the notice.

Section 2. WITHDRAWAL OF PARTICIPATING INDEPENDENT DISTRICTS.

Subd. 1. Procedure. Any Participating Independent District may withdraw from this Agreement 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 SWMetro. The notice shall include a certified copy of the adopted withdrawal resolution. A withdrawal shall only be permitted as specified in this section. A Participating District may withdraw at the end of any fiscal year, provided that it give notice of withdrawal as set forth above no less than six (6) months prior to the effective date of withdrawal.

Subd. 2. Distribution to Withdrawing Participating Independent District. A withdrawing Participating Independent District shall receive as its share of the assets related to the RVEC the total of the principal portion only of its payments made toward the initial purchase of the building. The Participating Independent District shall receive its share based upon the above formula in five (5) equal annual installments without interest. The first payment shall be made no earlier than December 1 of the calendar year following withdrawal.

Sample Joint Powers Agreements (2)

Section 3. BREACH OF AGREEMENT. Any Collaborating District breaching this Agreement and given written notice of the breach and the nature thereof shall have thirty (30) 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.

Section 4. TERMINATION. This Agreement may be terminated if the school 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 RVEC site, the RVEC, and equipment of any nature, shall become the property of the SWMetro. 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. AMENDMENTS TO THIS AGREEMENT. Amendments to this Agreement may be proposed by the school board of any Participating Independent District or by the Governing Board of SWMetro. Notice of proposed amendments shall be sent to all Collaborating Districts. Adoption of an amendment to this Agreement must be approved by resolution by the school board of each Collaborating District before it shall become effective. An amendment shall require the signatures of the proper officers of the Collaborating Districts and shall be an addendum to this Agreement.

ARTICLE IX

DURATION; INTERPRETATION; SAVINGS CLAUSE.

Section 1. 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.

Section 2. 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.

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 school 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 school Boards of the Collaborating Districts by resolutions adopted in the manner specified in this Agreement for the adoption of amendments.

Section 4. 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.

Sample Joint Powers Agreements (2)

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts

have signed this Agreement by authority of their respective school boards.

Approved at a meeting
of the School Board
thereof held on the
___ day of ___, 2013.

**INDEPENDENT SCHOOL DISTRICT NO. 2905
(TRI-CITY UNITED)**

By _____
Chair

By _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
___ day of ___, 2013.

**INDEPENDENT SCHOOL DISTRICT NO. 716
(Belle Plaine)**

By _____
Chair

By _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
___ day of ___, 2013.

**INDEPENDENT SCHOOL DISTRICT NO. 717
(Jordan)**

By _____
Chair

By _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
___ day of ___, 2013.

**INDEPENDENT SCHOOL DISTRICT NO. 719
(Prior Lake-Savage)**

By _____
Chair

By _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
___ day of ___, 2013.

**INDEPENDENT SCHOOL DISTRICT NO. 720
(Shakopee)**

By _____
Chair

By _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
___ day of ___, 2013.

**INDEPENDENT SCHOOL DISTRICT NO. 721
(New Prague)**

By _____
Chair

By _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
___ day of ___, 2013.

**SOUTHWEST Metro Educational Cooperative
(SWMetro)**

By _____
Chair

By _____
Clerk

DRAFT Master Agreement City of Jordan and ISD717

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**MASTER AGREEMENT
BETWEEN THE CITY OF JORDAN AND
INDEPENDENT SCHOOL DISTRICT #717 REGARDING USE OF
INDOOR WALKING TRACK, AUXILIARY GYMNASIUM, AND FITNESS CENTER AT
JORDAN MIDDLE SCHOOL**

THIS AGREEMENT is made and entered into by and between the **CITY OF JORDAN**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City," and **INDEPENDENT SCHOOL DISTRICT #717**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "District."

Recitals

- I. The District is owner of certain property, located on the site of Jordan Middle School and designed for use as an indoor walking track, auxiliary gymnasium, and fitness center, which may be used during mutually agreed upon times by community organizations or members within the District for various purposes.
- II. The City agrees to enter into a lease with the District to use these facilities.
- III. It serves the interest of the residents of the City and residents of the District to provide a practical means for shared use of the above mentioned facilities to the extent such shared use is possible.
- IV. It is the desire of both the City and the District to enter into this agreement, setting forth general guidelines to govern the shared use of these facilities; to provide for the maintenance of these facilities; and to identify the responsible party in the event of claims for damages that might arise from such joint use.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter described, it is hereby agreed by and between the City and the District as follows:

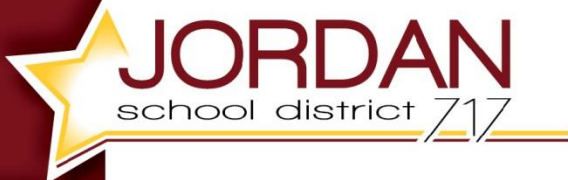
- 1. This agreement shall be in effect the day following the date the jointly signed agreement is approved by the governing boards of both of the two parties.
- 2. (Upon completion of the indoor walking track, the auxiliary gymnasium, and the fitness center, the City will enter into a 20 year lease with annual lease payments of

\$xxxx, due July 1, of each year starting July 1, 2015 and ending with the payment made on July 1, 2034.)

OR

(By July 1, 2015, the City shall contribute \$xxxxx to the District to be used towards the construction of the indoor walking track, the auxiliary gymnasium, and the fitness center.)

- 3. The indoor walking track, the auxiliary gymnasium, and the fitness center shall be constructed in accordance with plans prepared by the district that must be approved in advance by the City.
- 4. The facilities governed by this agreement include the indoor walking track, the auxiliary gymnasium, and the fitness center located at Jordan Middle School ("The Facilities").
- 5. Except as provided for in paragraphs 6(a)(i), 6(b)(i), and 6(b)(c) of this agreement, the District shall have ultimate and sole jurisdiction over allocation of usage time for scheduling The Facilities. In the case of events or activities scheduled by the City pursuant to the provisions of paragraph 6 of this agreement, the District retains the ultimate right to override, by school board action, scheduling of any proposed event involving a group or activity which the board deems to be inconsistent with the District values or mission.
- 6. Scheduling of The Facilities shall be prioritized as follows:
 - a. Indoor Walking Track
 - i. First priority will be given to the City to schedule the use of the indoor walking track from 6:00 a.m – 10:00 p.m. Monday through Sunday.
 - ii. The District will schedule use of the indoor walking track at all other times.
 - b. Auxiliary Gym
 - i. First priority will be given to the School to schedule the use one court of the auxiliary gym from 6:00 a.m. – 6:00 p.m. Monday through Friday, and the City will have priority to schedule all courts from 6:00 p.m. – 10:00 p.m Monday through Friday. The School will have priority to schedule all courts from 6:00 a.m. – 6:00 p.m. on Saturday and Sunday and the City will have priority to schedule all courts from 6:00 p.m. – 10:00 p.m. on Saturday and Sunday.
 - ii. The District will schedule the use of the auxiliary gym at all other times.



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- c. Fitness Center
 - i. First priority will be given to the City to schedule the use of the upper level fitness center from 6:00 a.m – 10:00 p.m. Monday through Sunday.
 - ii. The District will schedule the use of the fitness center at all other times.
- 7. This agreement may be terminated by either party, effective on or after July 1, 2034. Termination of the agreement can be accomplished by either party providing written notice of their intent to cancel to the other party at least six months in advance of the proposed termination date.
- 8. It shall be the responsibility of the District to maintain The Facilities and equipment in good order and repair.
- 9. It shall be the responsibility of the District to provide for The Facilities to be insured for fire or windstorm damage and to maintain a policy of general liability insurance covering The Facilities in accordance with the District’s policy for maintaining such insurance on other facilities and/or equipment owned by the District.
- 10. Each party shall, however, provide for the other party to be named as an “additional insured party” on their respective insurance policies in the case of losses or damage arising out the use of The Facilities as described in the provision of this joint agreement.
- 11. All general liability insurance policies related to the use of The Facilities described in this agreement shall provide for coverage in an amount not less than the statutory limits of municipal liability described in Minn Stat. 466.04 and shall provide insurance coverage in a manner consistent with the provisions of that statute.
- 12. Each party to this agreement shall be required and expected to use The Facilities in a reasonable and prudent manner.
- 13. The City shall not install equipment on the property owned by the District, in any manner either permanent or temporary, without prior written consent from the District. If such prior written consent is provided, however, the City shall considered to be “owner” of the installed equipment for purposes of liability and maintenance.
- 14. Each of the parties to this agreement is required to provide for and maintain workers compensation insurance, at least to the extent of the minimum coverage required by statute, on all persons in their employ who may have occasion to work at The Facilities covered by this agreement.

15. The agreement shall be interpreted under the laws of the state of Minnesota and the covenants, stipulations and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and may be amended, if necessary, to comply with statutory and regulatory requirements to which the parties are subject.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day following final approval by the governing board of the two parties.

CITY OF JORDAN

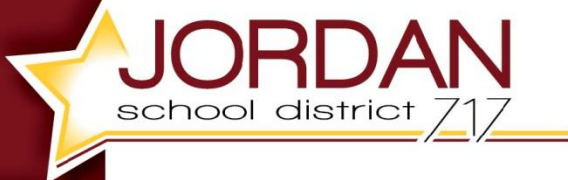
INDEPENDENT SCHOOL DISTRICT #717

BY: _____
Its Mayor

BY: _____
Its Board Chair

AND _____
Its City Manager/Clerk

AND _____
Its Superintendent



Timeline (Important Dates)

- December 9, 2013 (School Board to review and act on Review and Comment document)
- December 10, 2013 (Submit Review and Comment to MDE)
- December 4, 2013– March 10, 2014 (Referendum Informational Campaign)
- March 11, 2014 (Vote)
- March 2014-September 2014 (User Group Meetings/Architectural Drawings/Bid Project)
- August 2014 (Early Start to 14-15 school year)
- September-October (Begin Project Additions)
- May 2015 (Early End to 14-15 school year)
- October 2014-December 2015 (Phased Construction)
- December 2015 (Full Project “Completion Date”)