

**SECOND AMENDMENT TO JOINT POWERS AGREEMENT BETWEEN THE CITY OF MAPLE GROVE AND INDEPENDENT SCHOOL DISTRICT NO. 279 RELATED TO THE FERNBROOK FIELD COMPLEX**

THIS SECOND AMENDMENT TO THE JOINT POWERS AGREEMENT BETWEEN CITY OF MAPLE GROVE AND INDEPENDENT SCHOOL DISTRICT NO. 279 RELATED TO THE FERNBROOK FIELD COMPLEX (hereinafter “**Second Amendment**”) is entered into this 24th day of May, 2022, by and between the CITY OF MAPLE GROVE, a Minnesota municipal corporation (hereinafter the “**City**”) and INDEPENDENT SCHOOL DISTRICT NO. 279, an independent school district created and existing under the laws of the State of Minnesota, (hereinafter “**ISD 279**”; hereinafter City and ISD 279 collectively “**Parties**” and sometimes individually “**Party**”).

**RECITALS:**

WHEREAS, the Parties entered into that Joint Powers Agreement Between City of Maple Grove and Independent School District No. 279 related to the Fernbrook Field Complex, dated October 15, 2018 (hereinafter “**JPA**”), which JPA is for the purpose of the construction, maintenance and operation of the Facility on the Property; and

WHEREAS, the JPA was amended by that First Amendment to Joint Powers Agreement Between City of Maple Grove and Independent School District No. 279 related to the Fernbrook Field Complex, dated May 8, 2020 (hereinafter “**First Amendment**”); and

WHEREAS, the Parties desire to replace Section 2 of the First Amendment to correct a scrivener’s error.

NOW, THEREFORE, the Parties agree, as follows:

1. Incorporation. The above Recitals, the JPA, and the First Amendment, except as expressly modified herein, are a material part of this Amendment and are incorporated herein. Unless otherwise expressly provided for herein, any capitalized terms herein that are undefined shall have the same meaning as in the JPA.
  
2. Amendment. Section 2 of the First Amendment is hereby replaced in its entirety with the following:

Article I, Section 1.03.a. of the JPA is replaced in its entirety with the following:

Use and Scheduling. The Facility shall be used by the parties as follows:

ISD 279 will have first priority use of the turf fields of the Facility as follows (“**ISD 279 Use Time**”):

ISD 279 Use Time					
	Spring (January through the last day school is in session)		Fall (Day after Labor Day through December 31)		End of Summer (1 <sup>st</sup> day of MSHSL fall season through Labor Day)
	Fields 1, 2 &3	Field 4	Fields 1 & 2	Fields 3 & 4	Fields 3 & 4
<b>Monday</b>	6:00 am – 5:15 pm	6:00 am –6:00 pm	6:00 am – 5:15 pm	6:00 am –6:00pm	6:00 am – 2:00 pm
<b>Tuesday</b>	6:00 am – 5:15 pm	6:00 am –6:00 pm	6:00 am –5:15pm	6:00 am –6:00pm	6:00 am – 2:00 pm
<b>Wednesday</b>	6:00 am –5:15 pm	6:00 am –6:00pm	6:00 am – 5:15pm	6:00 am –6:00pm	6:00 am – 2:00 pm
<b>Thursday</b>	6:00 am – 5:15 pm	6:00 am – 6:00 pm	6:00 am – 5:15 pm	6:00 am –6:00 pm	6:00 am – 2:00 pm
<b>Friday</b>	6:00 am – 3:00 pm	6:00 am – 3:00 pm	6:00 am – 3:00 pm	6:00 am – 3:00 pm	6:00 am – 2:00 pm

ISD 279 Use Time shall be at no cost to ISD 279 and, other than what is designated in the ISD 279 Use Time grid above, shall exclude those days that school is closed or lessons are not held for reasons other than a whole-of-school student event. The City shall designate the Facility field numbers upon completion of the Facility and prior to ISD 279 use. For purposes of this Section 1.03.a., the “**last day school is in session**” is either the first or second week in June as determined by ISD 279. Notwithstanding any other provision herein, the End of Summer ISD 279 Use Time is considered preferred use and ISD 279 may schedule use of the turf fields of the Facility during this time by requesting use from the City, which request is subject to the review and reasonable approval of the City through its Maple Grove Parks and Recreation Board (the “**Board**”). ISD 279 will be provided preference over any other potential user if the request is made by ISD 279 on or before July 31 of the year the End of Summer use is desired. Such requests are not guaranteed until scheduled, but will be considered before all requests by other potential users. If a request is made after July 31, then such request shall be considered along with all other potential users.

3. Affect of this Second Amendment. Any terms and conditions of the JPA and the First Amendment not expressly modified herein shall remain in full force and effect.

*The remainder of this page intentionally left blank; signature page follows*

IN WITNESS WHEREOF, the Parties have subscribed their names as of the day and year first above written.

**INDEPENDENT SCHOOL DISTRICT**

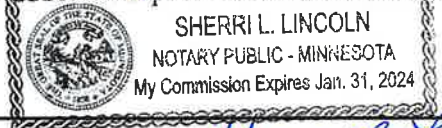
**NO. 279**

By [Signature]  
Its Chair

By [Signature]  
Its Clerk

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 2022, by Kelsey Dawson Walton and Tamara Grady, respectively the Chair and Clerk of Independent School District 279, on behalf of said independent school district.



Notary Public

[Signature]

