

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND INDEPENDENT SCHOOL DISTRICT 196
FOR FACILITATION AND COORDINATION
FOR THE COMMUNITY TRANSITION INTERAGENCY COMMITTEE**

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through the Community Services Division, ("County") and Independent School District No. 196, 1300 145th Street East, Rosemount, MN 55068 ("School District"). This Agreement uses the word "parties" for both County and School District.

WHEREAS, County and School District are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, Minn. Stat. § 125A.023 requires the development and implementation of a coordinated, multidisciplinary, interagency intervention service system for children ages 3 to 21 with disabilities; and

WHEREAS, Minn. Stat. § 125A.22 requires a district, group of districts, in cooperation with the County in which the district is located, to establish a community transition interagency committee for youth with disabilities, beginning at grade 9 or age equivalent, and their families; and

WHEREAS, School District is authorized to provide special education and other educational services to students pursuant to Minn. Stat. § 136D.84 at the request of its member school districts; and

WHEREAS, this Agreement is at the request of School District on behalf of its member districts; and

WHEREAS, School District desires to retain and compensate a qualified party to provide facilitation and coordination for the Community Transitions Interagency Committee ("CTIC") as herein described; and

WHEREAS, County desires and is qualified to provide facilitation and coordination for CTIC as herein described; and

WHEREAS, County understands and agrees that:

1. County is not an agent, servant, or employee of School District and shall not make any such representations nor hold itself out as such; and
2. County shall have no authority to bind School District for the performance of any services or to otherwise obligate School District, authority being specifically limited to the duties assigned under this Agreement; and
3. County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and County specifically waives any and all rights thereto; and

WHEREAS, Dakota County Board of Commissioners by Resolution No. [REDACTED] authorized County to enter into an agreement with School District for the provision of facilitation and coordinate on for CTIC by County to School District; and

WHEREAS, School District is willing to retain County to provide facilitation and coordination for CTIC.

ACCORDINGLY, the parties agree:

Article 1
PURPOSE

The purpose of this Agreement is to set out the respective duties and responsibilities of County and School District for the provision of facilitation and coordination for CTIC by County to School District, as herein described.

Article 2

TERM

This Agreement is effective on the date that the last party executes this Agreement ("Effective Date") through June 30, 2027, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement ("Expiration Date").

Article 3

COOPERATION

County and School District agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

Article 4

PROVISION OF SERVICES

County agrees to provide facilitation and coordination services for CTIC as follows:

- 4.1 Provide 300 hours of facilitation and coordination for CTIC;
- 4.2 Maintain and update CTIC Website that is hosted by School District;
- 4.3 Maintain accurate and current documentation of the services as herein described in accordance with professional standards;
- 4.4 Comply with all applicable federal, state, and local laws and/or regulations applicable to the services as herein described;
- 4.5 Provide staff with the necessary qualifications, certifications and/or registrations required by federal, state and local laws and regulations, and standards of professional practice applicable to the services as herein described; and
- 4.6 Maintain professional standards and principles as defined in federal, state and local laws and regulations, and standards of professional practice applicable to the services as herein described.

Article 5

RECORDS AND REPORTS

County agrees to keep and maintain such records for and provide reports on the services as herein described as may be required by any fiscal intermediary, federal, state or local governmental agency.

Article 6

COMPENSATION

- 6.1 Total Compensation. School District shall pay County an amount not to exceed Twelve Thousand Dollars (\$12,000) for the services described herein ("Agreement Maximum"). In the event this Agreement is terminated by the parties prior to completion of the services, payment shall be made by School District to County on a prorated basis for the services furnished prior to termination of the Agreement.
- 6.2 Invoices. County shall, within fifteen (15) working days following the last day of May 2026/2027 submit an invoice and request for payment on an invoice form acceptable to School District, which provides an itemization of the services provided and the dates of the performance period covered by the invoice.

School District shall notify County in writing within fifteen (15) working days of receipt of an invoice of any particular item that is disputed or alleged to be incorrect. The payment of any such disputed amount shall be withheld until such time as the disputed amount is resolved or the incorrect amount is corrected. School District shall submit payment within thirty-five (35) days of the date it receives the invoice.

Article 7 PROPERTY

School District shall make available for County's use appropriate space to provide the services as herein described. County will provide basic equipment and materials for the provision of the services as herein described. Upon termination of this Agreement, any property or surplus funds acquired as a result of School District's compensation to County shall be returned to School District after the purpose of this Agreement has been completed.

Article 8 LIABLE FOR OWN ACTS

Each party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers or employees.

It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

The provisions of Article 8 shall survive the expiration or termination of this Agreement.

Article 9 INDEPENDENT CONTRACTOR

County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. County on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide the services as herein described.

County acknowledges and agrees that County on behalf of its employees and agents is not entitled to receive any of the benefits received by School District employees and is not eligible for workers' or unemployment compensation benefits under School District. County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due County and that it is County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Article 10 DATA PRACTICES AND PRIVACY

- 10.1 Minnesota Government Data Practices Act (MGDPA). The parties agree any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted. County and School District agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data. If a party receives a request to release data referred to in this Clause that was received by the party receiving the request from another party, the party receiving the request to release the data must

immediately notify the party from whom the data originated. The originating party will give the party receiving the request to release the data instructions concerning the release of the data to the data requester before the data is released.

- 10.2 Health Insurance Portability and Accountability Act (HIPAA). Parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), including the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other HIPAA laws, standards and requirements now in effect or hereinafter adopted where applicable to the parties and to the duties under this Agreement, as determined by County. Nothing in this Agreement will create obligations under HIPAA for County or School District unless mandated by HIPAA.

Article 11 TERMINATION

- 11.1 With or Without Cause. This Agreement may be terminated with or without cause, by either party upon thirty (30) calendar days' written notice of intent to terminate.
- 11.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be terminated immediately by either party in the event sufficient funds from County, State, or Federal sources are not appropriated at a level sufficient to allow payment of the amounts due for the performance of this Agreement, and the non-appropriation of funds did not result from the any act of bad faith on the part of the terminating party.

Article 12 GENERAL

- 12.1 Notices. School District or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

TO SCHOOL DISTRICT:

Intermediate School District 917
Attn: Melissa Schaller
1300 145th St. E.
Rosemount, MN 55068
Phone Number: 651-423-8204
Email: melissa.schaller@isd917.org

TO COUNTY:

Marti Fischbach, Community Services Director
Dakota County Community Services
1 Mendota Road W., Suite 500
West St. Paul, MN 55118-4773
Phone Number: 651-554-5742
Email: Marti.Fischbach@co.dakota.mn.us

In addition, Notices regarding breach or termination shall also be provided to the Dakota County Attorney's Office, Civil Division, 1560 Highway 55, Hastings, MN 55033.

- 12.2 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.
- 12.3 Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.
- 12.4 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this

Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.

- 12.5 Captions and Headings. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.
- 12.6 Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.
- 12.7 State Audits. Under Minn. Stat. § 16C.05, subd. 5, each party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the Expiration Date of this Agreement.
- 12.8 Contract Interpretation and Construction. The parties acknowledge they have had a reasonable opportunity to consult with their attorneys prior to execution of this Agreement and have done so. This Agreement was fully reviewed and negotiated by the parties. Accordingly, the parties agree the "against the offeror" principle of contract interpretation and construction will not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement will not be resolved strictly against the party that drafted the Agreement. It is the intent of the parties every provision in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning effect, regardless of any rule or law to the contrary.
- 12.9 Entire Agreement. This Agreement is the entire agreement for the provision of the services as herein described between School District and County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

13. ELECTRONIC SIGNATURES

Each party agrees the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board

Resolution No.

Approved as to form:

Assistant County Attorney Date
KS- _____

COUNTY OF DAKOTA

By: _____

Title: Community Services Director

Date of Signature: _____

FOR THE SCHOOL DISTRICT

(I represent and warrant that I am authorized by law to execute this Contract and legally bind the Contractor).

By: _____

Title: _____

Date of Signature: _____