

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND INDEPENDENT SCHOOL DISTRICT 196
FOR PARENT COACH TRAINING SERVICES**

This Agreement is between County of Dakota, through its Department of Public Health, hereinafter "County," and Independent School District 196, 3455 153rd Street West, Rosemount, MN 55068, hereinafter "School District." This Agreement uses the word "Parties" for both County and School District.

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

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the County and the School District would like to provide Parent Coach Training services to Dakota County residents;

WHEREAS, the School District will provide the location for the Parent Coach Training, will advertise the training services, and will create the registration process for the training;

WHEREAS, Dakota County will be contracting with MKG Parent Coach, LLC to provide such training at the School District's facility, and

WHEREAS, the Parties' respective governing boards have authorized the Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the Parties agree as follows:

1. GENERAL PROVISIONS

- 1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the School District with respect to the provision of Parent Coach Training defined herein.
- 1.2 Cooperation. The County and the School District shall cooperate and use their best efforts to fulfill their respective obligations in this Agreement. The Parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner.
- 1.3 Term. This Agreement is dependent on the approval and execution of a contract between the County and MKG Parent Coach, LLC ("MKG") to provide Parent Coach Training services at the School District's facility. To the extent such contract has been executed, the effective date of this Agreement shall be the date the last party executes this Agreement. County will provide a copy of its contract with MKG to School District upon request.
- 1.4 Services. The Services to be provided by the Parties are described in Exhibit 1, Service Grid.

2. COUNTY'S RIGHTS AND OBLIGATIONS

The County will:

- A. Contract with and pay MKG to provide the Parent Coach Training services at School District on a mutually agreed-upon date(s) and time(s);
- B. Have the right to promote the date(s), time(s) and location(s) of Parent Coach Training to county residents; and

3. SCHOOL DISTRICT'S RIGHTS AND OBLIGATIONS

The School District will:

- A. Provide staff to assist the County in coordinating the Parent Coach Training on mutually agreed-upon date(s) and location(s);
- B. Allow the use of a large capacity room at Eastview High School for the Parent Coach Training, and to ensure that the school and room will be accessible to the training participants on the scheduled date(s);
- C. Provide access to public wireless internet;
- D. Advertise and promote the date(s) and time(s) of the Parent Coach Training; and
- E. Create the registration process for the training.

4. LIMITATION OF LIABILITY

- 4.1 Liability for Own Acts. Each Party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, employees and/or agents. To the extent permitted by law, each Party agrees to defend indemnify and hold harmless the other party, its employees, elected officials and agents from any liability, claims, causes of action, judgments, damages, losses, costs or expenses resulting directly or indirectly from any act or omission of the indemnifying party, its employees, elected officials, or agents.
- 4.2 Limitation. Nothing in this Article shall be construed as a waiver by either Party of any immunity, defense, or other limitations on liability to which the Party is entitled by law, including but not limited to the provisions of the Municipal Tort Claims Act, Minn. Stat. Chapter 466.

5. FORCE MAJEURE

Neither Party shall be liable to the other Party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting Party's reasonable control, providing the defaulting Party gives notice to the other Party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

6. TERMINATION

- 6.1 Termination Without Cause. Either Party may withdraw from or terminate this Agreement without cause by providing 60 (sixty) days' Notice of Termination to the other Party. Also, the Parties may mutually terminate this Agreement, and it may be terminated by operation of law or court order.
- 6.2 Termination for Cause or Material Breach. Either Party may immediately terminate this Agreement for cause by providing Notice of Termination to the other Party, unless a different procedure or Effective Date is stated within the specific article of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - B. Failure to perform obligations within the time specified in this Agreement.
 - C. Failure to perform any other material provision of this Agreement.
 - D. Failure to diligently and timely perform obligations so as to endanger performance of the provisions of this Agreement.
- 6.3 Immediate Termination– Lack of Funding. Either Party may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement from a non-governmental source are unavailable, when funds are not substantially appropriated, when funds originally appropriated for this Agreement become unavailable or when funds are not appropriated by either Party's respective Board. Each Party has sole discretion to determine if there is a lack of funding. Neither Party is subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this article.
- 6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.

the Parties are individually responsible. Any violation of this article is a material breach of this Agreement. No Notice of Default is required to terminate under this article.

10. GOVERNING LAW

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 Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. CONFIDENTIALITY AND DATA PRACTICES

- 11.1 "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a.
- 11.2 For purposes of this Agreement, all data created, collected, received, stored, used, maintained, or disseminated by County and School District in the performance of this Agreement is subject to the requirements of the MGDPA, as well as any other applicable State or Federal laws on data privacy or security. Each Party must comply with and is subject to the provisions, remedies and requirements of the MGDPA.
- 11.3 The Parties shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose, to any third party in any way whatsoever any Protected Data, unless required or allowed by law or consent. The Parties independently agree to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish each other with a copy of said procedures upon request.
- 11.4 Each Party is responsible for maintaining its own records related to the Program and responding to requests for data from individuals and the public. As a courtesy, the Parties may inform each other of requests for data related to the Program, but this is not a requirement.
- 11.5 This article survives expiration or termination of this Agreement.

12. INSURANCE

Each Party shall maintain policies of insurance or self-insurance which covers the activities of the Program and in an amount not less than the statutory maximum set forth in Minn. Stat. § 466.04.

13. SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either Party.

14. MERGER

- 14.1 Final Agreement. This Agreement is the final expression of the agreement of the Parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the Parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
- 14.2 Exhibits. The following Exhibits are incorporated and made a part of this Contract:

Exhibit 1 – Service Grid.

By signing this Agreement, the Parties acknowledge receipt of the above Exhibit(s). If there is a conflict between any provision of any Exhibit and any provision in the body of this Agreement, the body of this Agreement will prevail.

15. AGREEMENT INTERPRETATION AND CONSTRUCTION

This Agreement was fully reviewed and negotiated by the Parties, and each Party had the opportunity to have the Agreement reviewed by its attorney prior to signing. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the Party that drafted the Agreement. It is the intent of the Parties that every article (including any subarticle), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No. _____

Approved as to form:

Assistant County Attorney/Date
County Attorney File No.

Approved by School Board
Resolution on _____

Approved as to form:

Attorney for School District/Date

COUNTY OF DAKOTA

By _____
Marti Fischbach
Title Community Services Director
Date of Signature _____

SCHOOL DISTRICT
(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By _____

(Please print name.)
Title _____
Date of Signature _____

Exhibit 1 – Service Grid

Duties of Contractor:

- Provide staff to assist the County in coordinating the Parent Coach Training on mutually agreed-upon date(s) and location(s);
- Allow the use of a large capacity room at Eastview High School for the Parent Coach Training, and to ensure that the school and room will be accessible to the training participants on the scheduled date(s);
- Provide access to public wireless internet;
- Advertise and promote the date(s) and time(s) of the Parent Coach Training; and
- Create the registration process for the training.

Duties of County:

- Contract with and pay MKG Parent Coach, LLC to provide the Parent Coach Training services at School District on a mutually agreed-upon date(s) and time(s);
- Have the right to promote the date(s), time(s) and location(s) of Parent Coach Training to county residents; and

Duties of MKG Parent Coach, LLC:

- Date of Services: March 4th, 2025 (plus planning and preparation for this event)
- Time of Services: 6:00 – 8:00 p.m.
- Location of Services: ISD 196 - Eastview High School
- Dates and Location of Services are subject to change and to be determined as agreed upon by both parties.
- The Contractor will provide any handouts, materials and supplies as needed for the training.

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| Inclusion, Diversity, and Equity |
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The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination and other institutional and community biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities, and responding to any differences.

It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services for the County are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant

to the termination provision in the Contract.