

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND INDEPENDENT SCHOOL DISTRICT 199
FOR UNITY TRAIL YOUTH ENGAGEMENT PROGRAM**

This Joint Powers Agreement (“Agreement”) is between the County of Dakota, by and through Dakota County Parks (“County”) and Independent School District No. 199, 2990 80th St. E., Inver Grove Heights, MN 55076 (“School District”). This Agreement uses the word “parties” for both the County and the School District.

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

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

WHEREAS, the County is currently providing a series publicly available youth engagement programs relating to development of the Unity Trail, positions of which trail are located adjacent to Simley High School.

WHEREAS, the public youth engagement programs consist of various arts and cultural programs intended to engage youth with themes relating to the Unity Trail, as more fully described on the attached Exhibit A (the “Programs”)

WHEREAS, the School District has requested the County make the Programs available to Simley High School students, due in part to the proximity of the Unity Trail to the school.

WHEREAS, the parties desire to cooperate in providing the Programs for Simley High School students as more fully described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the County and School District hereby agree as follows:

1. Purpose. The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the School District for the provision of the Unity Trail youth engagement programs, as more fully described herein.
2. Term. This Agreement shall be effective upon execution by both of the parties and shall continue in effect through June 30, 2026, 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.
3. County Obligations. The County, through County staff or County-selected vendors, agrees to make the Programs available to Inver Grove Heights Schools for use with its students at dates and times agreeable to the parties. The County, through its vendors, will provide all materials for the Programs unless the County otherwise notifies the School District in advance of a Program session. The County will provide up to one or two sessions for each Program, as shown on Exhibit A. The Programs will be limited to no more than the number of students for each Program session as shown on Exhibit A.

4. Program Costs. The Programs are generally grant funded and the County intends to provide the Programs at no charge to the public. The County will provide the Programs to the School District at no greater cost than that charged to the public, if any, for Program sessions.
5. School District Obligations. School District agrees to do the following:
 - (1) designate an area within Inver Grove Heights Schools where the Programs may be provided to students in the School District;
 - (2) work with the County and its vendors to determine mutually agreeable dates and times for the Program sessions;
 - (3) notify students and/or families residing in the School District about the availability of the Programs, which may also include notification about the public availability of the Programs at other locations as provided by the County;
 - (4) work with the County to prepare a mutually acceptable program consent form to be signed by each participant's parent or legal guardian;
 - (5) determine, according to School District policies, which students may participate in the Programs, with a limit of no more than the number of students per session identified on Exhibit A;
 - (6) have a School District representative present during the Programs sessions to collect consent forms to be signed by each child's parent or legal guardian and to assist with student supervision as needed. A signed consent form must be received by the County prior to each child's participation;
 - (7) arrange for any background check or other required measures for visiting Program instructors pursuant to School District policies to enable the County's vendors to provide the Programs at the school.
6. No Obligation to Provide or Accept Individual Sessions. Notwithstanding anything to the contrary in this Agreement, the County may elect not to provide one or more individual sessions and the School District may separately decline to accept one or more individual sessions if either party, in their individual discretion, determines that sufficient funds are not available or resources do not otherwise permit the party to provide or accept an individual session. The County or School District may also decline to provide or accept a session if there is not sufficient student interest in the session. A party declining to provide or accept a session shall provide notice to the other party as soon as reasonably practicable so that the other party may avoid incurring costs in preparing for the session. A notice to decline to provide or accept one or more sessions under this Section 6 shall not be deemed a termination of this Agreement.
7. No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties or as constituting the County or the School District as the employee of the other entity for any purpose or in any manner whatsoever.
8. Liability. 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 this section 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 this section 6 shall survive the expiration or termination of this Agreement.

9. Data Practices. The parties agree that 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.

10. Termination.

9.1 With or Without Cause. This Agreement may be terminated with or without cause, by either party upon (30) calendar days' written notice of intent to terminate.

9.2 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 the 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.

11. General.

11.1 Notices. The 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 the School District:

Dave Bernhardson Superintendent
Independent School District 199
2990 80th St. E.
Inver Grove Heights, MN 55076

To the County:

Niki Geisler, Director
Dakota County Parks
14955 Galaxie Ave.
Apple Valley, MN 55124

11.2 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other party's Authorized Representative. The parties may provide written notification to each other of any change to the designated Authorized Representatives.

11.3 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties' authorized representatives. The Authorized Representatives may extend term of this Agreement and make other non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. It is the intent of

the parties that only material changes to the Agreement require authorization and approval by the parties' respective governing bodies.

11.4 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.

11.5 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.

11.6 Authority. The person or persons executing this Joint Powers Agreement on behalf of the School District and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective parties and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

11.7 Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Grant Agreement without receiving the prior written consent of the other party.

11.8 Severability. In the event that any portion of this Grant Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

11.9 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 THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

DAKOTA COUNTY

ISD 199

By: _____
Niki Geisler, Director
Dakota County Parks

By: _____
Printed Name: _____
Title: _____

Date of signature: _____

Date of signature: _____

APPROVED AS TO FORM:

Assistant County Attorney/Date
KS-

Dakota County Contract #
County Board Res. No.

Exhibit 1 - Youth Engagement Program Plan

Program Description	Number of programs	Location	Estimated Cost per program	Estimated Total Cost	Max # participants per program	Open to the public or focused on ISD 199 students	Notes
Mosaic Art Programs	2	ISD 199	\$1,050	\$2,100	30	ISD 199 student affinity groups and American Indian Education Program Students	
Mosaic Artist Gives Talks to student art classes about mosaic art, her career path and ways to pursue art	1	ISD 199	\$500	\$500	90	ISD 199 Students	Speaks to different art classes throughout the school day. Could be a full day or a half day of classes.
Cultural Heritage Celebration programs (music, dance, theater, educational speaker, and/or storytelling to celebrate and honor the many cultures and identities that make-up Dakota County)	2	ISD 199	\$1,000	\$2,000	Open	ISD 199 Students	
Programming with summer bridge program students (fishing, bike or walk)	1	ISD 199	\$0	\$0	20	ISD 199 Students	Program provided by Dakota County Parks Outdoor Education and Outreach staff; no grant cost associated.
Outdoor adventure (snowshoeing, canoeing, hiking) with ELL students	1	ISD 199	\$0	\$0	30	ISD 199 Students	Program provided by Dakota County Parks Outdoor Education and Outreach staff; no grant cost associated.

Seasonal Traditional Native Outdoor Games Program	2	ISD 199	\$700	\$1,400	Open	ISD 199 Students	
Identifying Traditional Native Plants, Medicines, and Uses from an Indigenous Perspective	2	ISD 199	\$500	\$1,000	50	ISD 199 Students	
Totals	11			\$7,000			