

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND INVER HILLS COMMUNITY COLLEGE
FOR THE DESIGN AND INSTALLATION OF WAYFINDING SIGNAGE AND ART BENCHES**

This Joint Powers Agreement (“Agreement”) is between the County of Dakota, by and through Dakota County Parks (“County”) and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Inver Hills Community College (“College”). This Agreement uses the word “parties” for both the County and the College.

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

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

WHEREAS, the County, in collaboration with the College and others, is developing improvements to the Mississippi River Greenway to create connections between the Greenway and important Community Centers.

WHEREAS, the Greenway improvements will include the design and installation of public art benches and wayfinding and interpretive signage to be installed within the Greenway and within areas adjacent to the Greenway (the “Community Project”).

WHEREAS, the College has requested the County include as part of the Community Project certain interpretive signage and public art benches to be located along trail extensions from the Greenway on College property.

WHEREAS, the parties desire to cooperate in installing certain improvements relating to the Community Project as more fully described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the County and College 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 College for the installation of interpretive signage, a public art bench and other improvements located within or adjacent to certain Greenway locations on College Property, as more fully described herein.
2. Term. This Agreement shall be effective on the date the final signature is obtained and shall continue in effect through June 30, 2036, 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.
 - 3.1 Interpretive Sign and Bench Design. The County will be responsible for the design of the wayfinding and interpretive signage for the Community Project and will solicit proposals for the design of the public art benches to be installed as part of the Community Project. The County anticipates that there will be a single design for all signage and a single

design for all public art benches installed as part of the Community Project. The County will consult with the College on the design for wayfinding and interpretive signage and on the selection of a design for the public art benches during the solicitation process, but final approval for the selected designs shall be in the County's sole discretion.

3.2 Purchase of Signage and Art Benches. The County will award one or more contracts for the design and creation of the wayfinding and interpretive signage and public art benches for the Community Project as a whole, which shall include the Community Project Improvements identified in section 3.3. The contracts will be awarded to vendors who best meet the needs of the Community Project, as determined by the County, and in accordance with Minnesota law. The County will be responsible for administering the contracts for the Community Project as a whole, including for the improvements to be installed pursuant to this Agreement.

3.3 Installation. The County will be responsible for installing the following improvements: (1) interpretive and wayfinding signage; (2) a public art bench with cement pad and walkway; (3) an ADA compliance crushed stone path in the approximate location identified on Exhibit 1; and (4) temporary or permanent art installations such as sidewalk poetry, all located on College property (collectively the "Community Project Improvements" or "Improvements"). The Community Project Improvements will be installed in the locations generally depicted on Exhibit 1. The College will assist with supervising installation and the exact locations for installation of each Community Project Improvements will be determined by the parties at the time of installation. All costs of contract administration and installation oversight relating to the Community Project Improvements shall be the sole responsibility of the County.

3.4 Ownership, Repair and Replacement. The County shall own the public art bench and any wayfinding signage installed as part of the Community Project Improvements and will be responsible for repairs to and any replacement of those Improvements for a period of ten (10) years following installation, subject to available grant funding, as determined in the County's sole discretion.

4. College Obligations.

4.1 Use of College Property. The College shall be responsible for designating appropriate locations for the installation of the Community Project Improvements within areas owned or controlled by the College. The College grants a license for the County to install, maintain, repair and replace the Community Project Improvements on College property, as provided for pursuant to this Agreement, for a minimum period of ten (10) years following installation of the Improvements. The parties may mutually agree to extend the license provided such license extension is in writing and executed by the authorized representatives as an amendment to this Agreement and must be completed in advance of this Agreement termination date. If the parties do not agree to extend the license, the College shall provide notice the County to remove any or all of the Community Project Improvements from College owned property or College right-of-way after the initial 10 year license period. Such notice shall be provided in writing to the County's Authorized Representative and shall provide the County a reasonable period of time to remove the Improvement(s). Notwithstanding anything in the contrary in this section 4.1, the parties may agree in writing to the removal one or more of the Community Project Improvements at any time following expiration or termination of this Agreement.

- 4.2 College Trail Obligations. In the event the County determines that there is not sufficient funding available for installation of a crushed stone path, the College shall create and maintain, at its sole cost, a mowed trail in approximately the location shown on Exhibit 1. The new mowed or crushed stone path and the existing path depicted on Exhibit 1 (the "Trails") shall be accessible to the public during the term of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall limit the College's authority to control access to its property, provided that the public is afforded the same right of access to the trails as the College's students.
- 4.3 College Maintenance Obligations. The College shall, at its sole cost, provide basic maintenance for the Community Project Improvements and the Trails following installation. Basic maintenance shall include, but is not limited to, cleaning and inspection, snow removal adjacent to the Improvements so that they are accessible for the public, and any maintenance recommendations for the public art benches provided by the artist. Cleaning and snow removal shall occur according to the College's standard maintenance plans, as determined by the College in its sole discretion. The College may, but is not required to, provide snow removal for unpaved portions of any Trail. The College will not be responsible for repair or replacement of the Community Project Improvements, but will notify the County if any such repair or replacement is necessary.
- 4.4 Ownership, Repair and Replacement. The College shall own any interpretive signage installed as part of the Community Project Improvements and will be responsible for repairs to and any replacement of those Improvements for a period of ten (10) years following installation, subject to available funding, as determined in the College's sole discretion.
- 4.5 College Contribution Obligation. The College shall provide an in-kind contribution toward the Community Project in a minimum amount of \$17,356, as shown on Exhibit 2.
5. 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 College as the employee of the other entity for any purpose or in any manner whatsoever.
6. 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 County's acts or omissions. The liability of the College shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws. Each party represents 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 as stated in Minn. Stat. Ch. 466 and Minnesota Statutes § 3.736, and other applicable laws. The provisions of this section 6 shall survive the expiration or termination of this Agreement.
7. Data Practices. The parties shall comply with the Minnesota Government Data Practices Act as well as other State and Federal rules and regulations relating to data privacy, as they relate to all data created, collected, received, stored, used, maintained, or disseminated for any purpose in connection with this Agreement. The parties will make good faith efforts to identify any private data on individuals or nonpublic data, as those terms are defined in Minn. Stat. § 13.02,

provided to the other party under this Agreement and will, prior to providing the private or nonpublic data, obtain any necessary consents. A party receiving a request for any private or nonpublic data provided by the other party under this Agreement shall, prior to responding to the request, promptly notify and consult with the providing party as to the appropriate response. Each party's response shall comply with applicable law.

8. Termination.

8.1 With or Without Cause. This Agreement may be terminated with or without cause, by either party upon (30) calendar days' written notice to the other party of intent to terminate. Any such termination without cause shall not affect the parties' continuing obligations under sections 3.4, 4.1, 4.2 and 4.3 as they relate to any Community Project Improvement installed prior to such notice of termination without cause.

8.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, either party may terminate this Agreement immediately in the event a party determines that 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.

9. General.

9.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement:

To the College:

Michael Berndt
College President
2500 80th Street E.
Inver Grove Heights, MN 55076
Email: Michael.Berndt@minnstate.edu

To the County:

Georg T. Fischer
Physical Development Division Director
14955 Galaxie Avenue
Apple Valley, MN 55124
Email: niki.geisler@co.dakota.mn.us

9.2 Liaisons. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the College. At the time of execution of this Agreement, the following persons are the designated liaisons:

College Liaison

Jeremy Clark
V.P of Diversity, Equity and Inclusion
(651)450-3790
jclark@inverhills.edu

County Liaison

Anna Ferris
Parks Outreach Coordinator
952-891-7920
Anna.Ferris@CO.DAKOTA.MN.US

9.3 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, with a courtesy copy provided by email. The parties may provide written notification to each other of any change to the designated Liaison or Authorized Representatives or contact information.

9.4 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 County Authorized Representatives may extend term of this Agreement and make 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.

9.5 Cooperation. The parties agree to cooperate in the use of resources, including available right-of-way to install the Community Project Improvements, to the extent feasible and to the extent permitted by law. The parties further agree to cooperate in the administration of contracts and completion of the project, including cooperating in resolving any disputes the parties may have with the contractor(s) both during the project and following completion of the project.

9.6 Disbursement of Funds. All funds disbursed by the County or College pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by applicable law and the parties' respective policies.

9.7 Audit. The parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each party shall allow the other party, Minnesota State auditor, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.

9.8 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 for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9.9 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.

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

9.11 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.

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

9.13 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 THEREOF, the parties have caused this agreement to be executed intending to be bound thereby.

DAKOTA COUNTY

By: _____
Georg T. Fischer, Director
Physical Development Division

Date of signature: _____

INVER HILLS COMMUNITY COLLEGE

By: _____
Printed Name: _____
Title: _____

Date of signature: _____

MINNESOTA STATE COLLEGES AND UNIVERSITIES

By: _____
Printed Name: _____
Title: _____

Date of signature: _____

APPROVED AS TO FORM:

Assistant County Attorney/Date
KS-
Dakota County Contract #
County Board Res. No.

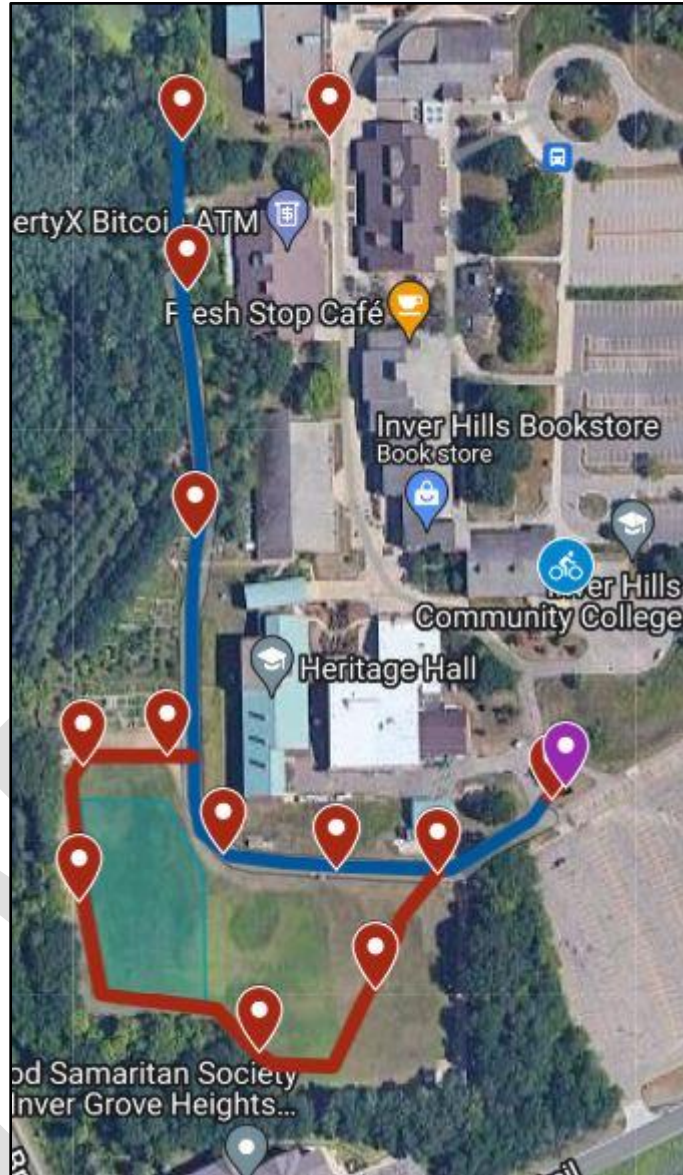
Approved as to Form and Execution:

By: _____
Printed Name: _____
Title: _____

Date of signature: _____

EXHIBIT 1 NATIVE TRAIL MAP

This project map and locations of installations and signage may be modified as agreed upon by the County and the College.







-  New crushed aggregate or mowed trail
-  Existing Trail
-  Art bench and Cement Pad
-  Potential Native Trail interpretive sign location

EXHIBIT 2

COLLEGE IN-KIND PROJECT CONTRIBUTIONS

Budget \$37,856

10-year agreement - JPA

Fulfilled (\$20,500)

<p>Staffing</p>	<p>Shannon Williams- (Community-based Learning Coordinator)- 50 Hours (Attended Regular meetings, Coordinated Co-curricular learning opportunities, volunteered with events associated the promotion, community and civic engagement.</p> <p>Raquel Calles- 60 Hours Attended Regular meetings, Coordinated Co-curricular learning opportunities, volunteered with events associated the promotion, community and civic engagement, supervised student engagement.</p> <p>Jared Scharpen-10 hours- Meetings, event planning, tabling and coordination to events associated with promotion of the trial.</p> <p>Randi Goetl Director of Accessibility Services- 60 Hours (Grant coordination, student engagement, education, and learning, worked to coordinate and lead all efforts associated with the grant.</p> <p>Sadie Pendaz Foster Faculty- 60 hours- Served as the faculty liaison and coordinator for the project, attended regular meetings, met with city and county officials, developed curriculum, met with community members, developed presentations.</p> <p>Jeremy Clark- 120 hours – broad range of engagement (Attended Regular meetings, Coordinated Co-curricular learning opportunities, volunteered with events associated the promotion, community, and civic engagement, multiple other...)</p> <p>Student life- 10 hours (meeting and planning student outreach engagement for listening sessions Unity trail related events.</p> <p>Michael Birchard Vice President of Diversity Equity and Inclusion- 40 hours</p> <p>410 hours at \$50/hr. This represents a conservative estimate of an annual fully loaded rate for a mix of staff, faculty, and executive management rates.</p>	
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Committed In-Kind (\$17,356 required. Estimate a total of \$27,200)

Inver Hills has committed to \$17,356 in-kind support. Actual in-kind may be as high as \$27,200, depending upon the final scope of grant activities. Trail maintenance will occur under any grant scenario.

<p>Planning & Programming</p>	<p>This includes college engagement, community engagement, event planning and coordination to support Unity Trail Development.</p> <ul style="list-style-type: none"> • Staff will participate in the solicitation and selection process for artists and the review process for the design of the art benches. <i>Estimate 2 staff engaged.</i> • Staff will participate in the solicitation and selection process for the Indigenous Liaison and support the coordination of an Indigenous project advisory group. <i>Estimate 2 staff engaged.</i> • Will coordinate with art professors and students to conduct the development of the design of the Native Trail signage, following the recommendations of the Indigenous project advisory group. <i>Multiple faculty, staff and students engaged.</i> • Program development, engagement, support, and execution. <i>Multiple faculty, staff and students engaged.</i> <p>Employees/Groups anticipated to be engaged in process: VP DEI, DEI Partner, Faculty (multiple), student employees, college staff (multiple), Bees Knees Committee, Disability Club, Employee Resource Groups, Student Senate</p> <p>250 hours at \$50/hr.</p>	<p>\$12,000</p>
<p>Staffing</p>	<p>Work Study Position in Activities Office to assist with associated bike programming operated by the County (\$15/hr. x 8 hours/ week for 10 months) – one year</p>	<p>\$1,200</p>
<p>Staffing</p>	<p>Trail maintenance / wayfinding elements 10 years @ 20 hours a year (200 hours @ \$40)</p>	<p>\$8,000</p>
<p>Programming</p>	<p>¹Executing monthly engagement events operated by the County or by the parties pursuant to a separate JPA 120 hours (12 events @ 10 hours of staff time per event) at \$50</p>	<p>\$6,000</p>

¹ This assumes the grant has funding for programming.