

SUMMARY TABLE OF PROJECT-SPECIFIC JPA PROVISIONS

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

ASPECT OF JPA	COUNTY RESPONSIBILITY	COLLEGE RESPONSIBILITY
<p><u>Wayfinding and Interpretive Sign and Bench Design, purchasing and installation.</u></p> <p><u>County Responsibility</u> Sections: 3.1, 3.2, 3.3, 3.4</p> <p><u>College Responsibility</u> Sections: 4.1, 4.2, 4.3, 4.4, 4.5</p>	<p>3.1 <u>Interpretive Sign and Bench Design.</u> 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.</p> <p>3.2 <u>Purchase of Signage and Art Benches.</u> 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</p>	<p>4.1 <u>Use of College Property.</u> 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</p>

	<p>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.</p> <p>3.3 <u>Installation.</u> 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.</p> <p>3.4 <u>Ownership, Repair and Replacement.</u> 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</p>	<p>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.</p> <p>4.2 <u>College Trail Obligations.</u> 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.</p> <p>4.3 <u>College Maintenance Obligations.</u> 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</p>
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	installation, subject to available grant funding, as determined in the County's sole discretion.	<p>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.</p> <p>4.4 <u>Ownership, Repair and Replacement.</u> 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.</p> <p>4.5 <u>College Contribution Obligation.</u> The College shall provide an in-kind contribution toward the Community Project in a minimum amount of \$17,356, as shown on Exhibit 2.</p>
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SUMMARY TABLE OF PROJECT-SPECIFIC JPA PROVISIONS

JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA AND INVER HILLS COMMUNITY COLLEGE FOR UNITY TRAIL STUDENT ENGAGEMENT PROGRAM

ASPECT OF JPA	COUNTY RESPONSIBILITY	COLLEGE RESPONSIBILITY
<p>Student Engagement Program Provision</p> <p><u>County Responsibility</u> Sections: 3, 4</p> <p><u>College Responsibility</u> Sections: 5</p>	<p>3. County Obligations. The County, through County staff or County-selected vendors, agrees to make the Programs available to the College for use with its students at dates and times agreeable to the parties. The County, through its vendor, will provide all materials for the Programs. 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.</p> <p>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 College at no greater cost than that charged to the public, if any, for Program sessions.</p>	<p>(1) designate an area within the College where the Programs may be provided to the College's students;</p> <p>(2) work with the County and its vendors to determine mutually agreeable dates and times for the Program sessions;</p> <p>(3) notify students about the availability of the Programs;</p> <p>(4) work with the County to prepare a mutually acceptable program waiver form to be signed by each participant;</p> <p>(5) determine, according to College 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;</p> <p>(6) arrange for any background check or other required measures for visiting Program instructor(s) pursuant to College policies to enable the County's vendors to provide the program at the College.</p>

SUMMARY TABLE OF PROJECT-SPECIFIC JPA PROVISIONS

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

ASPECT OF JPA	COUNTY RESPONSIBILITY	COLLEGE RESPONSIBILITY
<p><u>Youth Engagement Program Provision</u></p> <p><u>County Responsibility</u> Sections: 3, 4</p> <p><u>College Responsibility</u> Sections: 5</p>	<p>3. <u>County Obligations.</u> 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.</p> <p>4. <u>Program Costs.</u> 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.</p>	<p>5. <u>School District Obligations.</u> School District agrees to do the following:</p> <p>(1) designate an area within Inver Grove Heights Schools where the Programs may be provided to students in the School District;</p> <p>(2) work with the County and its vendors to determine mutually agreeable dates and times for the Program sessions;</p> <p>(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;</p> <p>(4) work with the County to prepare a mutually acceptable program consent form to be signed by each participant's parent or legal guardian;</p> <p>(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;</p> <p>(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;</p> <p>(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.</p>

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