

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

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 local governmental units to jointly or cooperatively exercise any power common to the contracting parties.

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

WHEREAS, the public 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 College has requested the County make the Programs available to its students, due in part to the proximity of the Unity Trail to the College.

WHEREAS, the parties desire to cooperate in providing the Programs for the College’s students 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 provision of the Unity Trail student engagement programs, 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, 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 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.

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.
5. College Obligations. College agrees to do the following:
 - (1) designate an area within the College where the Programs may be provided to the College's students;
 - (2) work with the County and its vendors to determine mutually agreeable dates and times for the Program sessions;
 - (3) notify students about the availability of the Programs;
 - (4) work with the County to prepare a mutually acceptable program waiver form to be signed by each participant;
 - (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;
 - (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.
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 College 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 College 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 College 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 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 8 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. To the extent permitted by law, if either party receives a request to release the data referred to in this clause, the party which has received the data request must promptly notify the other party. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99 (“FERPA”), apply to the use and disclosure of education records that are created or maintained under this agreement. The parties anticipate that only public directory information will be provided to or otherwise made available to the County and its contractors under this Agreement. The College will identify any private education record governed by FERPA and provided to the County or its contractors under this Agreement and will obtain necessary consent from the data subject before providing such record. The County agrees that it will notify and consult with the College before responding to any request for data involving private education records identified by the College.

10. Termination.

10.1 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.

10.2 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 a party determines 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.

11. General.

11.1 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:

Niki Geisler
Parks Director
14955 Galaxie Avenue
Apple Valley, MN 55124
Email: niki.geisler@co.dakota.mn.us

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

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.

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 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.

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 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.

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 Joint Powers 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.

The rest of this page intentionally left blank. Signature page follows

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

DAKOTA COUNTY

By: _____
Niki Geisler, Director
Dakota County Parks

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 - Student 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 Inver Hills Students	Notes
Mosaic Art Program	1	Inver Hills	\$1,050	\$1,050	30	Inver Hills Students	
Unity in the CommUnity - Guided and Self-guided walk	1	Inver Hills	\$400	\$400	Unlimited - self-guided	Inver Hills Students & Public	
Outdoor Mindfulness walk centered on Black, Indigenous and students of color	1	Inver Hills	\$500	\$500	30	Inver Hills Students & Invite ISD 199 Multicultural Affinity Groups	
Identifying Traditional Native Plants, Medicines, and Uses from an Indigenous Perspective	1	Inver Hills	\$500	\$500	30	Inver Hills Students	
Explore the Unity Trail with Smartphone nature photography	1	Inver Hills	\$150	\$150	30	Inver Hills Students	
Bike rides around the Unity Trail	2	Inver Hills	\$0	\$0	15	Inver Hills Students	15 bikes available, Dakota County Outreach staff leading, no grant cost
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	Inver Hills	\$1,000	\$2,000	Open	Inver Hills Students	
Comm-Unity Block Party Event - Includes guided Unity trail tours, artmaking, Storywalk, cultural performances and birding walks along the Unity Trail	1	Inver Hills or College Trail City Street (if possible, to close it to traffic, Inver Hills staff with coordinate)	\$5,000	\$5,000	Estimated 200-500 - unlimited	Public	
Totals	10			\$9,600			

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