

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND INDEPENDENT SCHOOL DISTRICT 196
FOR BREASTFEEDING SUPPORT GROUP 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 jointly offer a Breastfeeding Support Group ("Support Group") to Dakota County residents;

WHEREAS, the School District is willing to provide the location for the Support Group meetings, as well as a staff member to assist in coordinating the Support Group;

WHEREAS, Dakota County is willing to provide staff from its Public Health Department to work with the School District to facilitate the Support Group, 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 the Support Group 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 effective and enforceable from the date the Agreement is fully executed to June 30, 2024. This Agreement may be renewed upon written agreement of the Parties' Liaisons in Article 7.1 by or before April 1 of each year.
- 1.4 Services. The Services may include, but not be limited to, coordinating a safe and supportive environment, facilitating Support Group meetings, providing public health information and making referrals to other resources as needed.

2. COUNTY'S RIGHTS AND OBLIGATIONS

The County will:

- A. Provide Public Health staff to facilitate Support Group meetings and to perform other Services on mutually agreed-upon dates and locations;
- B. Have the right to promote the dates, times and locations of Support Group meetings to county residents; and
- C. Draft forms to be signed by each participant, including Tennessean Warnings and consent forms the County requires pursuant to the Minnesota Government Data Practices Act (MGDPA).

3. SCHOOL DISTRICT'S RIGHTS AND OBLIGATIONS

The School District will:

- A. Provide staff to assist the County in coordinating the Support Group on mutually agreed-upon dates and locations;
- B. Designate a specific room or area in one or more of its sites where the Support Group may be held on the dates specified herein, and to ensure that the school and designated room or area will be accessible to the Support Group participants on the scheduled dates;
- C. Provide access to public wireless internet;
- D. Have the right to promote the dates, times and locations of Support Group meetings; and
- E. Draft forms to be signed by each participant, including Tennesen Warnings and consent forms the School District requires pursuant to the Minnesota Government Data Practices Act (MGDPA).

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.
- 6.5 Duties and Obligations of Parties Upon Termination. Upon either Party providing the Notice of Termination, and except as otherwise stated, the Parties shall:
- A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
 - D. The Parties shall have no financial obligations to the other Party upon withdrawal and termination of this Agreement.
- 6.6 Effect of Termination for Cause or without Cause.
Termination of this Agreement does not discharge any liability, responsibility, or right of any Party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the Effective Date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination.

7. NOTICES AND AGREEMENT LIAISONS

- 7.1 Notices. All notices and communications required by this Agreement (collectively, "Notices") shall be provided in writing, by certified mail, as follows:

To the County: Marti Fischbach (or successor)
Director
Dakota County Community Services Division
One Mendota Road West
West St. Paul, MN 55118
Marti.fischbach@co.dakota.mn.us

To the School District: Khia Bruse (or successor)
Director of Community Education
ISD196
15180 Canada Avenue, Rosemount, MN 55068
Khia.Bruse@district196.org

- 7.2 Liaisons. The Liaison, or his or her successor, has the authority to assist the Parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement. A change in a Liaison does not require an amendment to the Agreement.

County Public Health Liaison:
County Contract Liaison: Elizabeth Oberding, or her successor,
Elizabeth.Oberding@co.dakota.mn.us
School District Liaison:
Kristi Hanson
Early Childhood Family Services, Assistant Administrator & Parenting Educator
ISD 196, Dakota Valley Learning Center, 4679 144th St. W., Apple Valley, MN 55124
Kristi.hanson@district196.org
Direct Phone 952-388-1972

AMENDMENTS

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by the individuals identified in Article 7.1.

9. COMPLIANCE WITH LAWS/STANDARDS

The Parties shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which 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 – Dates and times of the Breastfeeding Support Group, as agreed to by the parties, to be held at the Dakota Valley Learning Center, 4679 144th St. W, Apple Valley, MN 55124.

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

The parties agree that the Breastfeeding Support Group meetings will be held at the Dakota Valley Learning Center, 4679 144th St. W, Apple Valley, MN 55124 on Friday mornings, from 10:30 a.m. to 12:00 p.m., while school is in session. The first Support Group meeting will be held on the first such Friday after both parties' boards authorize execution of this agreement.