JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND INDEPENDENT SCHOOL DISTRICTS 199
FOR PUBLIC HEALTH RELATED CAPS PROGRAM

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through Dakota County Public Health Department ("County") and Independent School District No. 199 (each a "School District and collectively "TriDistrict"). This Agreement uses the word "parties" for the County and each 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, TriDistrict members operate the TriDistrict Center for Advanced Professional Studies ("TriDistrict CAPS," or "CAPS") programs designed to provide high school students with exposure to and learning opportunities in connection with various careers.

WHEREAS, the County is interested in facilitating student exposure to public health career paths through the TriDistrict CAPS programs.

WHEREAS, the County is further interested in receiving feedback from students participating in the CAPS programs on the County's youth public health outreach activities.

WHEREAS, the parties desire to cooperate in participating in a public health-based CAPS program for TriDistrict students as more fully described herein.

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

1. Purpose. The purpose of this Agreement is to set out the respective duties and responsibilities of the County, acting through its Public Health Department ("DCPH") and the School District, acting through TriDistrict, to provide for a public health-based CAPS program, as more fully described herein.

2. Term. This Agreement shall be effective upon execution by all of the parties and shall continue in effect through August 31, 2031, unless earlier terminated by law or according to the provisions of this Agreement.

3. Mutual Obligations. The parties agree to work cooperatively to accomplish the following:

   (a) TriDistrict will administer a CAPS course focusing on public health careers in consultation with the DCPH (the "Program").

   (b) TriDistrict will develop a program schedule and determine the number of student participants for the Program, in consultation with DCPH.

   (c) TriDistrict and DCPH staff will confer on the selection of relevant public health topics, presentations, and student projects during the year/semester. Notwithstanding the foregoing, TriDistrict shall be solely responsible for CAPS programing, course content, methods of teaching, Program objectives and student evaluation. DCPH participation in Program development shall consist solely of consultation with TriDistrict staff.

   (d) The Program may include work on new (or follow-up) design challenge questions formulated by TriDistrict and DCPH related to public health topics.

   (e) Program activities may include attending presentations, working on individual or group projects, an overview of DCPH jobs, a tour of the DCPH offices and/or invitation to attend public events hosted by DCPH or partner organizations. TriDistrict staff shall accompany student participants when on County property or when students are attending DCPH public events as part of the Program.

(f) The Program will not include internships or volunteer opportunities with DCPH.

(g) Both TriDistrict CAPS and DCPH will appoint staff members to act as coordinators to implement this agreement.

(h) TriDistrict and DCPH shall meet following each academic year during the term of this Agreement to evaluate the Program.

(i) There shall be no costs charged to the parties by any other party for operation of or participation in the Program.

3. TriDistrict Obligations. The School District, acting as and through TriDistrict, agree to do the following:

(a) Determine, according to School District policies, which students may participate in the Program.

(b) Prepare a Program consent form to be signed by each participant's parent or legal guardian, including consent for visiting DCPH offices and/or attending public events related to public health activities, to the extent applicable to the Program.

(c) Have a TriDistrict representative present during the Programs sessions.

(d) Provide meeting space for DCPH staff and participating students when on School District property or coordinate virtual access with DCPH as needed.

(e) Maintain communication with DCPH regarding scheduling, student needs, and program coordination.

(f) If meeting on Dakota County property, TriDistrict CAPS staff shall accompany students and shall be responsible for following County policies.

4. County Obligations. The County, through its Public Health Department ("DCPH"), agrees to do the following:

(a) DCPH will participate in the TriDistrict CAPS program as a participating partner organization.

(b) DCPH will plan presentations on public health topics, prepare any materials, and help CAPS students formulate questions for "Design Challenge" projects that are part of the Program.

(c) Provide information to TriDistrict about public-health related events that may be of interest to participating students.

(d) Solicit feedback provided by Program participants and integrate appropriate ideas and input into DCPH's ongoing work.

(e) Maintain communication with TriDistrict regarding scheduling and program coordination.

5. 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.

6. 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.

7. Termination.

7.1 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.

7.2 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.

8. General.

8.1 Notices. TriDistrict, on behalf of the School Districts, or the 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 to the parties' Authorized Representatives as designated below:

To the County:
Name: Gina Pistulka
Title: Public Health Director

Address:
Dakota County Community Services
1 Mendota Rd W, Ste 500
West St. Paul, MN 55118-4773
Phone Number: 952-891-7270
Email: Gina.Pistulka@co.dakota.mn.us

To TriDistrict:
Name: Dave Bernhardson
Title: Superintendent

Address:
ISD 199
2990 80th Street East
Inver Grove Heights, MN 55076
Phone Number: 651-306-7808
Email: bernhardsond@isd199.org

Any notices relating to termination pursuant to Section 7 shall be delivered personally or sent by U.S. mail to the other party as identified above. The parties may provide written notification to each other of any change to the designated Authorized Representatives.

8.2 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.

8.3 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.

8.4 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, TriDistrict or the individual School District as the employee of the other entity for any purpose or in any manner whatsoever.

8.5 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.

8.6 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.

8.7 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.

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

8.9 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: _____	By: _____
Gina Pistulka, Director	Printed Name:_____
Dakota County Public Health	Title: _____
Date of signature: _____	Date of signature: _____

Dakota County Contract #CLA21024
County Board Res. No. 26-424