

Joint Powers Agreement - The Garage

JOINT POWERS AGREEMENT

The City of Burnsville, Independent School District 191 (ISD191), and Twin Cities Catalyst Music (Catalyst or TCCM) agree to jointly support The Garage music program located at 75 Civic Center Parkway Burnsville, Minnesota 55337 and the Burnsville Youth Collaborative (BYC) program located at any or all of the ISD 191 Middle Schools (Nicollet Middle school - 100 E. 1345th St, Burnsville MN, Eagle Ridge Middle School - 13995 Glendale Road, Savage, MN).

It is the intention of all parties to share in the operational costs of the programs, referred to hereinafter as the BYC programs, for the terms of the agreement.

Be it further acknowledged that the City, School District, and Catalyst will collaborate with public, non-profit and private agencies to oversee a Burnsville Youth Collaborative (BYC) to provide an advisory role in the continual development and execution of leadership and youth service opportunities at the Garage and other BYC programs with the purpose of:

- Establishing ideals of youth engagement to meet their programming needs
- Promoting access to opportunities for students
- Maintaining a comprehensive website to facilitate youth access to activities
- Other efforts necessary to assist students in participation in out of school time activities

ISD 191 will assume the role of fiscal agent for the after school and summer programs at The Garage and BYC, provide the leadership for the BYC, as well as collaboration with other community partners.

I. Duration:

Joint Powers agreement to be held in place for a five (5) year term or subject to termination or amendment upon six months written notice. City, School District, and Catalyst will review the annual budget each year in July to determine if any adjustments are appropriate for the following year's program budget.

II. School District Responsibility:

1. Provide, operate, maintain and care for the areas currently identified as the Nicollet or Eagle Ridge Middle Schools, including the surrounding school district property.
2. Employ a Coordinator for the BYC program located at participating middle schools and pay all costs and assume all responsibility relating to employment including compensation, insurance benefits, retirement, workers' compensation and liability insurance. This coordinator is to be the liaison between the School District, City of Burnsville, The Garage, Twin Cities Catalyst Music, BYC and other activities related to scheduling of BYC programming.
3. Coordinator will provide supervision at the BYC sites and facilitate scheduling of The Garage facility with Twin Cities Catalyst Music.
4. Provide liability insurance for the Middle Schools in the minimum amount of \$1,000,000 basic coverage and \$1,000,000 excess coverage.
5. Serve as fiscal agent and maintain all financial records and pay all bills relating to BYC programming and provide a summary of revenue and expenses as requested by the City for auditing and planning purposes. ISD 191 will provide oversight on the collection of all evaluated information and complete an annual report, including reporting for the Community Development Block Grant (CDBG) in collaboration with the city of Burnsville.
6. Follow all Community Development Block Grant (CDBG) requirements including but not limited to: financial reporting, data collection and progress reports.
7. Collaborate with Twin Cities Catalyst Music to provide opportunities for high school students to access Garage resources on-site before, during or after the traditional school day, including but not limited to busing, course design, staff support and other resources as deemed necessary.

III. City Responsibilities:

1. Allocate available CDBG funds and budget annually to reimburse the school district on a quarterly basis for the annual expenses related to the BYC program.

2. Pay the maintenance, utilities and custodial expenses related to the operation of The Garage facility.
3. Assist with grant funding opportunities as they relate to the above program options, serve as fiscal agent for grants as necessary.
4. Provide leadership support to the BYC Coordinator and subsequent BYC programming efforts.

IV. Hold Harmless Agreement

The City of Burnsville, ISD 191 and Twin Cities Catalyst Music agree to hold each other harmless with respect to any liability resulting from the performance of the responsibilities contained in this agreement.

The City of Burnsville has entered into a lease agreement with Catalyst, to rent The Garage to offer and coordinate music programs and events; It is the intention of the three parties to share in the coordination of shared space at the facility; the following information is to specify roles and responsibilities for each agency in its use.

Description of Space: Exhibit A

The Garage is a 9,181 square foot space with the following shared use spaces: office and meeting space, computer room, one large and one small performance venue and recording studio space.

General Guidelines for Use of The Garage Facilities:

1. Primary Use is for Youth Music Programs and Events
2. Use of space - The Garage will be part of the City security system; all parties shall get badges from the City of Burnsville Recreation Department.
3. The school district will not be charged a rental fee by the City of Burnsville to utilize the facility for school related activities and events.
4. Rental calendar to be coordinated by Catalyst - with viewing capability by all parties.

5. Office Spaces are to be shared equally by ISD 191 Community Education (CE) and Catalyst staff, items include: Computers, Copier, Phones, Desks, etc. No outside locks may be used.
6. All expenses for the repair, maintenance or replacement of the copier and computers are the responsibility of Catalyst.
7. Building Schedule shall be as indicated below, usage outside of "priority" times each group must go through ISD 191 CE Collaborative Coordinator, or online reservation system. Questions or disputes regarding building schedule use, priority rankings, or other matters not addressed by this Shared Use Agreement shall be resolved by the ISD 191 CE BYC Coordinator.

School Year	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
7 am-2:30 pm	TCCM	ISD 191 CE	ISD191 CE	ISD 191 CE	ISD 191 CE	ISD 191 CE	TCCM
2:30-6 pm	TCCM	BYC	BYC	BYC	BYC	TCCM	TCCM
6-close	TCCM	TCCM	TCCM	TCCM	TCCM	TCCM	TCCM
Summer	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
7 am-12 pm	TCCM	BYC	BYC	BYC	BYC	ISD 191 CE	TCCM
12-6 pm	TCCM	BYC	BYC	BYC	BYC	TCCM	TCCM
6-close	TCCM	TCCM	TCCM	TCCM	TCCM	TCCM	TCCM

8. Recording Studio: To be utilized by both ISD 191 CE, ISD191 schools as classroom space and Catalyst for classes, rental income.
 - All users must be trained and receive a "certificate of completion" for 10 hours training. Training will be provided by the Catalyst Studio Manager or Tech Specialist Level III with ISD 191 CE. A database of approved users will be maintained by Catalyst and kept on file in the Recording Studio.
 - Rentals outside of school use are to be coordinated by Catalyst through the use of a Catalyst rental agreement.
 - Studio Manager must be on site at all times.

9. Sound and Stage Performance Space: Includes a variety of sound mixing equipment, speakers, stage, etc.

- Primary user is Catalyst, all costs shall be the responsibility of the Catalyst until ISD 191 CE begins the school program at the facility, at which time this agreement will be updated. All equipment shall be locked and stored to prevent damage on a daily basis.

10. Reservation Process:

1. Utilize an online calendar that can be viewed by all parties. Online rental calendar to be coordinated and maintained by Catalyst.
2. City to print calendar on a weekly basis to ensure proper cleaning of the facility.
3. Catalyst Rentals shall require that all space be reserved through the online rental calendar.
4. ISD 191 CE will not be charged a rental fee for use of the facility. Additional personnel cost may result in a charge.

11. Cafe:

- Primary user is Catalyst and shall be responsible for maintenance and repair of all cafe equipment and will ensure compliance with adherence to health codes, licensing, etc.
- Outside agencies may utilize the area to serve and prep food but must coordinate their own food needs and follow applicable health code practices for serving food to youth. Requirements for such use are the responsibility of Catalyst.
- Catalyst is responsible for locking or storing items not intended for outside use.

12. Building Fund:



- Catalyst is responsible for replacement/repair and capital costs for the stage, sound, and recording studio.
- Upon termination of BYC, ISD 191 CE Partnership or TCCM - the building fund and all equipment purchased with the building fund shall become the property of the City of Burnsville. Exceptions include the \$10,000 worth of

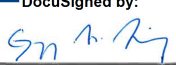

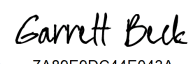

recording studio items purchased directly by ISD 191 Community Education and/or donations made directly to ISD 191 CE and TCCM during the course of this agreement.

V. City Agreements for Repairs/Maintenance:

- Repairs or replacement tables and chairs shall be paid for by the City.
- City will pay "building" repairs with the exception of any intentional act of vandalism that occurs under the supervision of another party. Every effort by the supervising agency should be made to ensure that damage to the facility is prevented or proper restitution is made by the guilty party.
- Painting-the City will pay for paint, youth will do painting as able, and the City will also pay for painting that is on the ceiling or out of reach.
- City is not responsible for the repair or maintenance of the stage, sound, recording studio or office equipment, the items located within The Garage are available for groups to use, however, if repair or maintenance is needed, Catalyst must cover the expense. New office furniture or other new equipment needs of Catalyst or ISD 191 CE shall be the responsibility of the user.
- City will recycle/dispose of unwanted/broken items.

As the authorized representatives from the above mentioned parties, by signing below all parties are in agreement to the above statements and agree to abide by these guidelines in the shared use of The Garage facility. This agreement shall remain in effect until replaced by another.

<p>City of Burnsville 100 Civic Center Parkway Burnsville, Minnesota 55337</p> <p>DocuSigned by: </p> <p>Elizabeth B. Kautz, Mayor</p> <p>5/19/2022</p> <p>Date</p>	<p>Independent School District 191 200 W. Burnsville Parkway Burnsville, Minnesota 55337</p> <p></p> <p>Dr. Theresa Battle, ISD 191 Superintendent</p> <p>4-29-2022</p> <p>Date</p>
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<p>City of Burnsville 100 Civic Center Parkway Burnsville, Minnesota 55337</p> <p>DocuSigned by:  7A89E9DC44E043A</p> <p>Gregg Lindberg, City Manager</p> <p>5/19/2022</p> <p>Date</p>	<p>Independent School District 191 200 W. Burnsville Parkway Burnsville, Minnesota 55337</p> <p> Lisa Rider, Executive Director of Business Services</p> <p>4/29/2022</p> <p>Date</p>
<p>City of Burnsville 100 Civic Center Parkway Burnsville, Minnesota 55337</p> <p>DocuSigned by:  7A89E9DC44E043A</p> <p>Garrett Beck, Parks, Recreation and Facilities Director</p> <p>5/19/2022</p> <p>Date</p>	<p>Twin Cities Catalyst Music 75 Civic Center Pkwy Burnsville, MN 55337</p> <p></p> <p>Jack Kolb-Williams, Executive Director & Co-founder</p> <p>04/22/2022</p> <p>Date</p>

