

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND THE
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY**

This Joint Powers Agreement (“Agreement”) is between the Dakota County, a political subdivision of the State of Minnesota (“County”); and the Dakota County Community Development Agency, a public body corporate and politic in the State of Minnesota (“CDA”), collectively the “Parties”, pursuant to the authority conferred upon them by Minn. Stat. § 471.59.

WHEREAS, the County is a political subdivision of the State of Minnesota; and

WHEREAS, the CDA is a public body corporate and politic in the State of Minnesota and has all of the powers and duties of a housing and redevelopment authority under Minn. Stat. §§ 469.001 to 469.047 and of a county housing and redevelopment authority under any other related provision of Minnesota law; and

WHEREAS, the County currently provides CDA employees access to its group medical, dental and vision employee benefit plans (collectively, “Employee Benefits Participation”), and provides the CDA with certain information and technology serviced (collectively, “IT Services”), and human resources consulting services upon request on an ad hoc basis (collectively, “HR Services”) pursuant to previously executed Joint Powers Agreements; and

WHEREAS, the CDA desires that the County continue to provide Employee Benefit Participation, IT Services, and HR Services as further described in this Agreement and the attached Appendices, as amended.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The Purpose of this Agreement is:

- A. To enable CDA employees to participate in the County's group medical, dental and vision employee benefit plans in 2023 and 2024; and
- B. To enable the CDA to request and receive IT services from the County’s IT Department (“IT Department”); and
- C. To enable the County’s Employee Relations Department (“ER Department”) to continue providing human resources consulting services to the CDA upon request on an ad hoc basis, and to establish the terms on which such services shall be provided.

ARTICLE II TERM

This Agreement shall be in full force and effect on January 1, 2023 and shall continue in full force until December 31, 2024, or until terminated pursuant to Section 4.G. herein, whichever occurs first (the “Agreement Term”).

ARTICLE III SERVICES

In accordance with the terms of this Agreement, the County will provide the CDA with the Employee Benefit Participation, IT Services, and HR Services pursuant to the terms, conditions, and provisions in Appendices 1 through 4, which are attached hereto and incorporated herein:

- A. Appendix 1 County Provision of Employee Benefits Participation;
- B. Appendix 2 County Provision of IT Services;
- C. Appendix 3 County Provision of HR Services;

ARTICLE IV GENERAL

- A. **Compliance with Laws and Standards.** The Parties agree to comply with all federal, state and 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 responsible, including, without limitation, the Minnesota Government Data Practices Act (“MGDPA”) and the Health Insurance Portability and Accountability Act (“HIPAA”), if applicable. Each party shall rely on its own appointees for such compliance.
- B. **Data Privacy and Security Compliance.** The Parties agree that all data created, collected, received, stored, used, maintained or disseminated in implementing this Agreement shall be treated in compliance with the MGDPA; HIPAA, and its implementing rules and regulations (including Privacy, Security, Breach Notification and Enforcement rules and regulations); and all other federal, state and local laws that apply to such data.
- C. **Non-Employee Status.** In implementing the terms of this Agreement, the County's employees and agents are not employees of the CDA, and the CDA's employees and agents are not employees of the County.
- D. **Accounting.** All funds shall be accounted for according to generally accepted accounting principles. Each party shall allow the other party access to its records at reasonable hours,

including all books, records, documents, and accounting procedures and practices relevant to the subject matters of the Agreement for purposes of audit.

- E. Disposition of Property.** Upon termination of this Agreement, any property acquired as a result of activities undertaken pursuant to this Agreement and any surplus moneys shall be returned in proportion to the contributions of the Parties.
- F. Amendments.** Any amendments, changes, or modifications to this Agreement will be valid only if reduced to writing, approved by the Parties' respective Boards, and signed by the County Manager and the CDA Executive Director.
- G. Notices and Authorized Representatives.** All notices and other communications required under or contemplated by this Agreement will be in writing and delivered personally, via First Class mail (postage prepaid) or e-mail to the following Authorized Representatives:

To the CDA

Executive Director
Dakota County Community Development Agency
1228 Town Centre Drive
Eagan, MN 55123

To the County

Dakota County Manager
Dakota County Administration Center
1590 Highway 55
Hastings, MN 55033

These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representatives shall have only the authority specifically or generally granted by their respective governing boards.

- H. Termination.** This Agreement shall terminate upon 180 days' written notice to the Authorized Representative or on December 31, 2024, whichever occurs first. Upon termination, the ER Department or IT Department shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination. Notice required to be provided pursuant to this Agreement to the County regarding termination of this Agreement shall also be provided to the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.
- I. Integration and Interpretation.** It is the intent of the Parties that the Attached Appendices and the body of this Agreement are to be interpreted as an integrated whole. With respect to its subject matter, this Agreement represents the complete and exclusive agreement between the Parties and supersedes any and all prior agreements. To the extent any provision in any Appendix conflicts or is inconsistent with the body of this Agreement, then the provision in the Appendix shall govern and prevail. Nothing in this Agreement shall be interpreted to limit or abridge the CDA's right to enter into one or

more separate agreements to provide services for a specific project with the County or any other third-party.

- J. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Approved as to form

DAKOTA COUNTY

Assistant County Attorney date

Matt Smith
County Manager

Date of signature:_____

Approved by Dakota County Board
Resolution _____

**DAKOTA COUNTY COMMUNITY
DEVELOPMENT AGENCY**

Approved by Dakota County Community
Development Agency
Resolution #____

Tony Schertler
Executive Director
Date of signature:_____

[This section is intentionally blank]

Appendix 1
County Provision of Employee Benefits Participation

1. Participation in County Group Employee Benefit Plans.

- a. **Eligibility.** The County shall allow CDA employees to participate in the County's group medical, dental and vision employee benefit plans on the same basis as County employees. Eligibility for participation in such plans is governed by the terms and conditions of applicable plan documents.
- b. **Premium Costs.** CDA employees are responsible for paying their respective employee share premium costs associated with their participation in the County's group medical, dental and vision employee benefit plans. The CDA shall pay the County all employer share premium costs associated with CDA employees' participation in the County's group medical, dental and vision employee benefit plans. In no event shall the County be responsible for any premium or other costs associated with CDA employees' participation in the County's group medical, dental or vision employee benefit plans.
- c. **Administrative Fee.** The CDA shall pay the County an administrative fee in connection with CDA employees' participation in the County's group medical, dental and vision employee benefit plans. Such administrative fee shall be established on an annual basis by the Director of the Dakota County Employee Relations Department and communicated to the CDA's Executive Director in writing.

- 2. Liability and Indemnification.** The CDA agrees to defend, indemnify, and hold harmless the County and its elected officials, employees and agents from all claims, demands, and causes of action of any kind or character whatsoever, including the costs of defense thereof, resulting from or relating in any way to the County's performance of services under this Agreement and/or CDA employees' participation in the County's group medical, dental and/or vision benefit employee plans. Nothing in this paragraph is intended to waive any liability limits or immunities to which the Parties are otherwise entitled under law. The requirements and obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

Appendix 2

County Provision of IT Services

1. **IT Services.** The County agrees that the IT Department will provide IT services to the CDA upon CDA's request. The County and the CDA understand that such services will be provided to the CDA only as requested by the CDA and as agreed to by the IT Department. The County has sole discretion in determining the level of IT services it is able to provide. The CDA retains the discretion to secure IT services from sources other than the County. The CDA shall reimburse the County for IT services, including reasonable and necessary staff time, non-staff costs incurred by the County for the provision of the services, and contracted services provided by third party vendors, all as agreed to by the Parties. The County shall submit fee statements to the CDA identifying the individuals providing the services and itemizing the services provided by each individual, and the non-staff costs incurred by the County.
2. **Payment for Services.**
 - a. **Hourly Rate.** When the IT Department determines the services requested by CDA will require a significant commitment of IT Department resources, the IT Department will promptly inform the CDA that the IT Department will require payment for the requested services. The IT Department and the CDA will agree upon an hourly rate or other measure of compensation for the specific services requested prior to providing the services.
 - b. **Costs.** In addition to paying for the IT consulting services provided by the IT Department pursuant to this Agreement, the CDA shall also reimburse the IT Department for other costs incurred by the IT Department in connection with providing such services. The CDA agrees it is solely responsible for the costs associated with the purchase and maintenance of all end-user computing equipment for CDA employees, including computers, printers and other supplies.
 - c. **Billing.** The IT Department shall invoice the CDA on a monthly basis for services provided to the CDA pursuant to this Agreement and any costs incurred by the IT Department in connection with providing such services. The invoices shall identify the persons providing the services to the CDA and the services provided by each person, the number of hours of services that each person provided, and any costs reimbursable costs incurred by the IT Department in connection with providing such services.
 - d. **Time of Payment.** The CDA shall, within thirty-five (35) calendar days after receipt of an invoice, tender payment to the IT Department for the entire balance of the invoice. In the event the CDA disputes any amount billed to it under this Agreement, the CDA may withhold payment of said amount until after the dispute has been resolved.

3. **Liability and Indemnification.** The CDA agrees to defend, indemnify and hold harmless the County from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the act or omissions, including negligent acts or omissions, of the County, its elected officials, employees and agents in providing services under this Agreement. Nothing in this paragraph is intended as a waiver of any liability limits or immunities to which the Parties are otherwise entitled under law. The requirements and obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

Appendix 3

County Provision of HR Services

1. Services.

- a. **Scope.** The ER Department shall provide human resources consulting services to the CDA upon request on an ad hoc basis as agreed to by the ER Department.
- b. **Discretion to Decline Services.** The Director of the ER Department (“Director”) shall have sole and complete discretion to decline to provide human resources consulting services to the CDA. Nothing in this Agreement shall obligate the ER Department to provide human resources consulting services to the CDA.
- c. **Discretion to Obtain Services from Other Sources.** The CDA shall have sole and complete discretion to obtain human resources consulting services from sources other than the ER Department. Nothing in this Agreement shall obligate the CDA to obtain human resources consulting services from the ER Department.

2. Payment.

- a. **Hourly Rate.** The CDA will pay the County for human resources consulting and payroll services provided by the ER Department at an hourly rate of \$94.00. Effective January 1 of each calendar year during the Agreement Term, the Director may adjust the hourly rate then in effect to reflect the present cost of providing human resources consulting and payroll services to the CDA, and will provide written notice of any adjusted hourly rate to the CDA pursuant to Section 4.G of the Agreement prior to the new hourly rate taking effect.
- b. **Costs.** In addition to paying for the human resources consulting services provided by the ER Department pursuant to this Agreement, the CDA shall also reimburse the ER Department for any costs incurred by the ER Department in connection with providing such services. Reimbursable costs include, without limitation, long-distance telephone charges, postage charges, photocopying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service's then-applicable standard mileage rate), parking charges, delivery fees, messenger service fees, investigatory fees, and other reasonable expenses incurred by the ER Department in providing human resources consulting services to the CDA.
- c. **Billing.** The ER Department shall invoice the CDA on a monthly basis for human resources consulting services provided to the CDA pursuant to this Agreement and any costs incurred by the ER Department in connection with providing such services. The invoices shall identify the persons providing the services to the CDA and the services provided by each person, the amount of time that each such person spent providing services, and any costs reimbursable costs incurred by the ER Department in connection with providing such services.

- d. **Time of Payment.** The CDA shall, within thirty-five (35) calendar days after receipt of an invoice, tender payment to the ER Department for the entire balance of the invoice. In the event the CDA disputes any amount billed to it under this Agreement, the CDA may withhold payment of said amount until after the dispute has been resolved.
3. **Liability and Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its elected officials, employees and agents from all claims, demands, and causes of action of any kind or character whatsoever, including the costs of defense thereof, resulting from or relating in any way to the indemnifying party's performance of services under this Agreement. Nothing in this paragraph is intended to waive any liability limits or immunities to which the Parties are otherwise entitled under law. The requirements and obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.