JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA AND THE CITY OF APPLE VALLEY FOR SENTENCE TO SERVICE PROGRAM WORK CREWS

AGREEMENT PERIOD: January 1, 2026 – December 31, 2026

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter "County" and the City of Apple Valley, 7100 West 147th Street, Apple Valley, MN 55124, hereinafter "City." This Agreement uses the word "parties" for both County and City.

WHEREAS, the County and the City 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 City desires the services of the Sentence to Service program work crews; and

WHEREAS, the County operates a Sentence to Service program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount not to exceed $27,417.00 for fifty-seven (57) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

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 City with respect to Sentence to Service ("STS") work crews.

1.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently, if necessary, to discuss issues related to the STS program.

1.3 Term. This Agreement is effective and enforceable on January 1, 2026 ("Effective Date") and expires on December 31, 2026 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

1.4 Definitions.

a) Work Crew. A work crew shall consist of a crew leader and a crew of five (5) to ten (10) workers, who are jail inmates or community members, screened by Community Corrections. The crew leader shall oversee and be in charge of the work crew.

b) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty (30) minute lunch break, between the hours of 8:00 a.m. and 3:00 p.m. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY'S RIGHTS AND OBLIGATIONS.

2.1 General Description. City will purchase fifty-seven (57) STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty (30) calendar days in advance of the work by the City and the County.

2.2 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed $27,417.00. The County will invoice the City for actual crew days worked up to fifty-seven (57) days at the following rates:

- For five (5) or more workers per crew, the daily rate is $481.00; and
- For work crews with less than five (5) workers, the daily rate is $240.50.

2.3 The City agrees to pay the County $13,708.50 no later than May 31, 2026, and shall pay the remaining $13,708.50 no later than October 1, 2026.

2.4 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the crew leader before work commences. A work project will be concluded when a City representative and the crew leader approve in writing that work has been satisfactorily completed.

2.5 Crew. Work crew members are not employees of the City or County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to the City for payment by the City.

3.3 Work Projects. The County shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer the City the opportunity to use more than fifty-seven (57) crew days per year without additional cost to the City if additional days are available.

4. LIABLE FOR OWN ACTS.

4.1 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 another party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crewmembers.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

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 terminate this Agreement without cause by providing thirty (30) days' Notice of Termination to the other party.

6.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing seven (7) calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section 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 services or provide payment 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 services so as to endanger performance of the provisions of this Agreement.

6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.

6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances and relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.

6.5 Duties 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. Cooperate with each other regarding transition of services.
D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
E. Return all County property in County within seven (7) calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
F. Submit an invoice for services satisfactorily performed prior to the effective date of termination within thirty-five (35) calendar days of said date.
G. 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.
H. Make final payment in accordance with this Agreement for Services satisfactorily performed.

6.6 Effect of Termination for Cause or without Cause.

A. 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 disclose any obligation which, by its nature, would survive after the date of termination.
B. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

7. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. REPRESENTATIVE.

Liaison. 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:

City Liaison:
Steve Rother
Parks Superintendent
7100 West 147th Street
Apple Valley, MN 55124
Phone Number: 952-953-2300
Email: steve.rother@co.dakota.mn.us

County Liaison:
Leanne Walter
Community Corrections Supervisor
1560 Highway 55
Hastings MN 55033
Phone Number: 651-438-8336
Email: leanne.walter@co.dakota.mn.us.

9. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

10. COMPLIANCE WITH LAWS/STANDARDS.

10.1 General. City 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 City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

10.2 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 Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. 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.

12. MERGER.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board

Resolution No. Click or tap here to enter text.

COUNTY OF DAKOTA

By: Marti Fischbach

Title: Community Services Director

Date of Signature: _____

Signature: _____

CITY OF APPLE VALLEY

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By: _____

Title: Mayor

Date of Signature: _____

Signature: _____

Attest: _____

Title: City Clerk

Date of Signature: _____

Signature: _____

JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA AND THE CITY OF BURNSVILLE FOR SENTENCE TO SERVICE PROGRAM WORK CREWS

AGREEMENT PERIOD: January 1, 2026 – December 31, 2026

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter "County" and the City of Burnsville, 100 Civic Center Parkway, Burnsville, MN 55337, hereinafter "City." This Agreement uses the word "parties" for both County and City.

WHEREAS, the County and the City 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 City desires the services of the Sentence to Service program work crews; and

WHEREAS, the County operates a Sentence to Service program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount not to exceed $9,620.00 for twenty (20) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

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 City with respect to Sentence to Service ("STS") work crews.

1.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently, if necessary, to discuss issues related to the STS program.

1.3 Term. This Agreement is effective and enforceable on January 1, 2026 ("Effective Date") and expires on December 31, 2026 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

1.4 Definitions.

a) Work Crew. A work crew shall consist of a crew leader and a crew of five (5) to ten (10) workers, who are jail inmates or community members, screened by Community Corrections. The crew leader shall oversee and be in charge of the work crew.

b) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty (30) minute lunch break, between the hours of 8:00 a.m. and 3:00 p.m. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY'S RIGHTS AND OBLIGATIONS.

2.1 General Description. City will purchase fifty-seven (57) STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty (30) calendar days in advance of the work by the City and the County.

2.2 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed $9,620.00. The County will invoice the City for actual crew days worked up to twenty (20) days at the following rates:

- For five (5) or more workers per crew, the daily rate is $481.00; and
- For work crews with less than five (5) workers, the daily rate is $240.50.

2.3 The City agrees to pay the County $4,810.00 no later than May 31, 2026, and shall pay the remaining $4,810.00 no later than October 1, 2026.

2.4 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the crew leader before work commences. A work project will be concluded when a City representative and the crew leader approve in writing that work has been satisfactorily completed.

2.5 Crew. Work crew members are not employees of the City or County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to the City for payment by the City.

3.3 Work Projects. The County shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer the City the opportunity to use more than twenty (20) crew days per year without additional cost to the City if additional days are available.

4. LIABLE FOR OWN ACTS.

4.1 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 another party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

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 terminate this Agreement without cause by providing thirty (30) days' Notice of Termination to the other party.

6.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing seven (7) calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section 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:

E. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
F. Failure to perform services or provide payment within the time specified in this Agreement.
G. Failure to perform any other material provision of this Agreement.
H. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.

6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.

6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances and relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.

6.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:

I. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
J. Complete performance of any work that is not discontinued by the Notice of Termination.
K. Cooperate with each other regarding transition of services.
L. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
M. Return all County property in County within seven (7) calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
N. Submit an invoice for services satisfactorily performed prior to the effective date of termination within thirty-five (35) calendar days of said date.
O. 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.
P. Make final payment in accordance with this Agreement for Services satisfactorily performed.

6.6 Effect of Termination for Cause or without Cause.

C. 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 disclose any obligation which, by its nature, would survive after the date of termination.
D. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

7. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. REPRESENTATIVE.

Liaison. 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:

City Liaison:
Jeffrey Radick
Assistant Public Works Director
13713 Frontier Court
Burnsville, MN 55337
Phone Number: 952-895-4418
Email: jeffrey.radick@burnsvillemn.gov

County Liaison:
Leanne Walter
Community Corrections Supervisor
1560 Highway 55
Hastings MN 55033
Phone Number: 651-438-8336
Email: leanne.walter@co.dakota.mn.us.

9. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

10. COMPLIANCE WITH LAWS/STANDARDS.

10.1 General. City 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 City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

10.2 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 Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. 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.

12. MERGER.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board

Resolution No. Click or tap here to enter text.

COUNTY OF DAKOTA

By: Marti Fischbach

Title: Community Services Director

Date of Signature: _____

Signature: _____

CITY OF BURNSVILLE

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By: _____

Title: Mayor

Date of Signature: _____

Signature: _____

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By: _____

Title: City Manager

Date of Signature: _____

Signature: _____