

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT
FOR THE LAWNS REIMAGINED COMPOST GRANT PROGRAM**

This Joint Powers Agreement (“Agreement”) is between the County of Dakota, by and through Dakota County Environmental Resources (“County”) and the Dakota County Soil and Water Conservation District (“SWCD”). This Agreement uses the word “parties” for both the County and SWCD.

WHEREAS, the County and SWCD 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, SWCD has created the Lawns Reimagined program (the “Program”), which provides education and training to Dakota County residents on the benefits of converting their lawns to a longer rooted drought tolerant fine fescue lawn with lower nutrient requirements.

WHEREAS, the conversion to a fine fescue lawn reduces the amount of mowing, fertilizing, and watering that is needed in comparison to conventional Kentucky bluegrass based turf grass and the Program is therefore consistent with the County’s Groundwater Plan.

WHEREAS, the County has established a food scraps drop off program and other organics diversion programs throughout Dakota County which encourage Dakota County residents, businesses, schools and other government organizations to recycle organic materials into compost that can be used for many different applications, including as an appropriate seedbed for fine fescue seeding. Compost provides dark surface area that aids in uniform seed application coverage by residents, it has moisture holding capacity for grass during establishment and beyond, and contains stable, slow-release nutrients that prevents runoff.

WHEREAS, the County has received SCORE grant funds from the State for recycling programs, food waste management and prevention, composting and compostable management, waste reduction and management of household hazardous wastes and other problem materials (“SCORE funds”); and

WHEREAS, Environmental Resources has confirmed with the State that SCORE funds may be used to cover the acquisition and delivery costs of compost to Dakota County residents participating in the Program.

WHEREAS, the County and SWCD desire to cooperate and coordinate activities related to delivery of compost to Dakota County residents participating in the Program who elect to receive the compost along with SWCD’s on-site plan review and follow-up visits as part of the Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the County and SWCD hereby agree as follows:

1. Purpose. The purpose of this Agreement is to set out the respective duties and responsibilities of the County and SWCD for the sharing of resources in operating SWCD’s Lawn’s Reimagined Program, as more fully described herein.
2. Term. This Agreement shall be effective upon execution by both of the parties and shall continue in effect through December 31, 2028, unless earlier terminated by law or according to the provisions of this Agreement.
3. SWCD Obligations. SWCD shall operate the Program according to its own guidelines. As part of

the Program, SWCD will include the following tasks to assist the County in making compost available for those residents who wish to convert to a drought tolerant fine fescue lawn:

- Inform Dakota County residents who have successfully completed the Program that they may be eligible to obtain up to 5 cubic yards of compost from the County to use as a multi-beneficial seed bed for fine fescue establishment.
- Assist Environmental Resources in identifying Dakota County residents who have completed the Program and are interested in obtaining compost for their property.
- Perform on-site plan review and follow-up visits to the resident's property as part of the Program.
- Provide Environmental Resources with feedback regarding the impact, if any, that the compost had in assisting the establishment of a fine fescue lawn seed germination.

4. County Obligations. The County will establish a grant review program under which compost may be purchased and delivered to eligible residents who have met Program criteria. Pursuant to the County's program, up to 5 cubic yards of compost may be delivered or made available to eligible residents. The decision of whether to provide or make compost available to resident shall be in the County's sole discretion. The County will perform the following tasks as it relates to the Program:

- Identify the amount of SCORE grant funds received that will be made available to cover the cost of making compost available to eligible Dakota County residents.
- Determine whether to retain a contractor to deliver or make compost available to eligible residents or to provide reimbursement to eligible residents for obtaining compost in connection with the Program.
- Confirm with the SWCD that the eligible residents seeking the compost are enrolled in and meet Program criteria for compost.

Notwithstanding anything to the contrary in this Agreement, the County's maximum out-of-pocket obligation for the purchase and delivery of compost for Program participants shall not exceed \$5,000 per calendar year during the term of this Agreement.

5. 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 or the City as the employee of the other entity for any purpose or in any manner whatsoever.

6. 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. The parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by either party under this Agreement. 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.

7. 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.

8. Termination.

8.1 Termination for Convenience. Either party may terminate this Agreement for any reason, including a party's decision to no longer participate in the programs identified in this Agreement, by providing ten (10) calendar days' written notice of intent to terminate.

8.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, the County may terminate this Agreement immediately in the event the County determines that sufficient funds from 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.

9. General.

9.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement:

To SWCD:

Ashley Gallagher
District Manager
4100 220th St. W.
Farmington, MN 55024
ashley.gallagher@co.dakota.mn.us

To the County:

Georg T. Fischer, Assistant County Manager
Physical Development Division
14955 Galaxie Ave.
Apple Valley, MN 55124
georg.fischer@co.dakota.mn.us

9.2 Liaisons. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. At the time of execution of this Agreement, the following persons are the designated liaisons:

SWCD Liaison

Victoria Ranua, Watershed Coordinator
4100 220th St W
Farmington, MN 55024
victoria.ranua@co.dakota.mn.us

County Liaison

John Exner, Environmental Specialist
14955 Galaxie Ave.
Apple Valley, MN 55124
john.exner@co.dakota.mn.us

9.3 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other party's Authorized Representative. The parties may provide written notification to each other of any change to the designated Liaison or Authorized Representatives.

9.4 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. The Authorized Representatives may extend term of this Agreement and make other non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. It is the intent of the parties that only material changes to the Agreement require authorization and approval by the parties' respective governing bodies.

9.5 Disbursement of Funds. All funds disbursed by the County or SWCD pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

9.6 Audit. The parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after

the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each party shall allow the other party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.

9.7 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.

9.8 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.

9.9 Authority. The person or persons executing this Joint Powers Agreement on behalf of the City 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.

9.10 Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

9.11 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.

9.12 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

**DAKOTA COUNTY SOIL AND WATER
CONSERVATION DISTRICT**

By: _____
Georg T. Fischer, Assistant County Manager
Physical Development Division

By: _____
Ashley Gallagher
District Manager

Date of signature: _____

Date of signature: _____

Dakota County Board Res. No.
Date:

Authorized by SWCD Board on March 12, 2026