

**JOINT POWERS AGREEMENT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
AND THE COUNTY OF DAKOTA
FOR ADMINISTRATION OF AN ENHANCED STREET SWEEPING STUDY**

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization is a watershed management body consisting of Dakota and Scott Counties (VRWJPO) governed by the Vermillion River Watershed Joint Powers Board (VRWJPB) and is charged with carrying out the duties set forth in Minn. Stat. § 103B.211 to 103B.255 and as otherwise provided by law; and

WHEREAS, the County of Dakota (County) is a governmental and political subdivision of the State of Minnesota; and

WHEREAS, the Federal Clean Water Act (CWA) prohibits the discharging of point-source pollutants into a water of the United States via issuance of National Pollutant Discharge Elimination System (NPDES) permits; and

WHEREAS, Minnesota Administrative Rule 7090 establishes criteria and processes for designating municipal separate storm sewer system (MS4) stormwater conveyances as regulated non-point pollution sources; and

WHEREAS, the Minnesota Pollution Control Agency (MPCA) regulates stormwater runoff via the implementation of the MS4 General Permit; and

WHEREAS, regulated MS4 Local Governmental Units (LGUs) are assigned wasteload allocations (WLAs) for waterbodies that have been listed as impaired on the CWA Section 303(d) Impaired Waters List following the completion of a Total Maximum Daily Load (TMDL) study; and

WHEREAS, the VRWJPO has six stream reaches listed as impaired by total suspended solids (TSS) and five lakes listed as impaired by total phosphorus (TP) subject to MS4 LGU annual TMDL reporting; and

WHEREAS, the County has one additional stream reach that receives pollutant loading from the VRWJPO listed as impaired by TSS subject to annual TMDL reporting; and

WHEREAS, in accordance with the MS4 General Permit, regulated MS4 LGUs must implement measures to reduce pollutant loading to impaired waterbodies and annually report WLA reductions to the MPCA; and

WHEREAS, street sweeping is one such measure that must be implemented to remove organic matter known to be a source of pollutants; and

WHEREAS, historically, LGUs have implemented street sweeping operations once in the spring aligning with snow melt and once in the fall aligning with leaf drop; and

WHEREAS, in 2022, University of Minnesota (U of M) Professor Sarah Hobbie demonstrated that street sweeping is a highly cost-effective way to reduce TP and TSS in stormwater; and

WHEREAS, the U of M Water Resources Center and Minnesota Sea Grant partnered with the MPCA to develop a general Street Sweeping Phosphorus Credit Calculator to utilize for annual TMDL reporting; and

WHEREAS, Watershed Management Organizations across the state have supported further optimization of local enhanced street sweeping programs using watershed-specific data to further reduce TP and TSS pollutant loading; and

WHEREAS, the VRWJPO administered a Request for Proposals to complete a Enhanced Street Sweeping Study (Study) within the political boundary of the VRWJPO and received four competitive proposals; and

WHEREAS, VRWJPO and Dakota County staff evaluated the four proposals and ranked WSB as providing the highest scoring proposal; and

WHEREAS, the VRWJPO has entered into a contract with WSB to complete the Study; and

WHEREAS, the Study will model TSS and TP pollutant loading under various conditions, present a cost-benefit analysis and suit of a suite of enhanced sweeping programs (return on investment vs. costs to implement), and provide recommendations to enhance sweeping programs for all MS4 LGUs within the VRWJPO; and

WHEREAS, the total contract amount for the Study is \$83,530 (Project Cost); and

WHEREAS, the VRWJPO and County have agreed to cooperatively participate in completing the Study and have funding available in their respective Budgets to jointly participate in the costs.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the VRWJPO and County shall derive from this Agreement, the VRWJPO and County hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1 PURPOSE

This Agreement defines the responsibilities and cost-sharing obligations of the Study of the VRWJPO and County.

ARTICLE 2 PARTIES

The parties to this Agreement are the VRWJPO and County.

ARTICLE 3 TERM

This Agreement is effective upon the date of the signatures of the Parties to this Agreement and shall remain in effect until May 31, 2027, or until completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4 COOPERATION

The VRWJPO and County agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

ARTICLE 5 ADMINISTRATION

The VRWJPO is the lead agency for oversight of Study development, effective upon execution of this Agreement by all parties. Work associated with Study completion shall not commence until January 1, 2026. The VRWJPO shall coordinate directly with the Study's consultant, including County representation on all correspondence.

**ARTICLE 6
PAYMENT**

6.1 The parties shall make the following contributions towards the Project Cost. The VRWJPO will administer the contract and act as the paying agent for all payments to the Study consultant.

6.1.1 The VRWJPO shall contribute \$41,765 towards the Project Cost.

6.1.2 The County shall contribute \$41,765 towards the Project Cost.

6.2 No payment shall be made prior to the City's sharing of the City's consultant's engineering and feasibility investigation information and data for the Projects with the VRWJPO and execution of this Agreement.

6.3 The County shall pay its share of the Project Cost to the VRWJPO on a reimbursement basis up to the maximum amount identified in Section 6.1.2. The VRWJPO shall invoice the County for its share of Project Cost once the Study has been completed. The County shall make payment to the VRWJPO within thirty-five (35) days of receipt of an invoice from the VRWJPO provided the invoice shall be supported by itemized receipts and invoices from the VRWJPO's contracted consultant for the Study.

6.4 The County may refuse to pay the invoice for services and fees not specifically authorized by this Agreement. Payment of an invoice shall not preclude the County from questioning the propriety of the claimed services or fees. The County reserves the right to be repaid for any overpayment or disallowed claimed services or fees.

**ARTICLE 7
OBLIGATIONS**

7.1 AUTHORIZED PURPOSE. The funds provided under the terms of this Agreement may only be used by the VRWJPO for the payment of costs directly related to the Study.

7.2 CONTENT REQUIREMENTS. The Study shall be completed according to the objectives outlined in the accepted WSB proposal, dated May 9, 2025. The VRWJPO and County shall approve any modifications to the scope of the Study.

7.3 COMPLIANCE WITH LAWS/STANDARDS. The VRWJPO shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in executing the Study.

**ARTICLE 8
INDEMNIFICATION**

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties, or officers, employees or agents or the other parties. The County agrees to defend, indemnify, and hold harmless the VRWJPO against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the County is responsible, including negligent acts or omissions of the County and/or those of County employees or agents. All Parties to this Agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. The VRWJPO warrants that it can comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that it has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims

or actions filed against any party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. This section shall survive the expiration or termination of this Agreement.

**ARTICLE 9
AUTHORIZED REPRESENTATIVES AND LIAISONS**

9.1 AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of the parties for this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be made to the following named persons and addresses unless otherwise stated in this Agreement, or an amendment of this Agreement:

TO THE VRWJPO: Tom Wolf or successor, Chair
Vermillion River Watershed Joint Powers Organization
4100 220th St. W #103
Farmington, MN 55024
Telephone: (612) 229-5855
twolf@co.scott.mn.us

TO THE COUNTY: Georg Fischer or successor, Director
Dakota County Physical Development Division
14955 Galaxie Ave.
Apple Valley, MN 55124
Telephone: (952) 891-7007
georg.fischer@co.dakota.mn.us

In addition, notification to the VRWJPO regarding termination of this Agreement by the City shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

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 VRWJPO and the City. The VRWJPO and the City shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

VRWJPO Liaison: Kelly Perrine
Senior Watershed Specialist
Telephone: (952) 891-7002
Email: kelly.perrine@co.dakota.mn.us

County Liaison: Cole Johnson
Water Resources Project Supervisor
Telephone: (952) 891-7539
Email: cole.johnson@co.dakota.mn.us

**ARTICLE 10
MODIFICATIONS**

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, or as delegated by the parties' respective Boards, and signed by the Authorized Representatives, or delegated authority, of the VRWJPO and the County.

**ARTICLE 11
TERMINATION**

11.1 IN GENERAL. Any party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other parties. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. This Agreement may also be terminated by any of the parties in the event of a default by one party. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other parties. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

11.2 TERMINATION FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the VRWJPO or County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. The terminating body shall remain obligated to pay for any invoices received prior to any parties' receipt of written notice of termination for lack of funding.

**ARTICLE 12
MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed under the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota. This section shall survive the expiration or termination of this Agreement.

**ARTICLE 13
MERGER**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

**ARTICLE 14
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 any party.

**ARTICLE 15
GOVERNMENT DATA PRACTICES**

The County and the VRWJPO must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided, created, collected, received, stored, used, maintained, or disseminated under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the County or the VRWJPO.

**ARTICLE 16
SURVIVABILITY**

The provisions of Article 8 (Indemnification) and Article 15 (Government Data Practices) survive the expiration or termination of this Agreement.

**ARTICLE 17
DEFAULT: FORCE MAJEURE**

No party shall be liable to the other parties 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 parties as soon as possible. Acts and events may include acts of God, acts of terrorism, war fire, flood epidemic, pandemic, acts of civil or military authority, and natural disasters.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION**

DAKOTA COUNTY

By: _____
Tom Wolf or successor, Chair

By: _____
Georg Fischer, Director
Physical Development Division

Date of Signature: _____

Date of Signature: _____

Assistant Dakota County Attorney/Date
KS-25-493
VRW Res. No.25-40
Dakota County Res. No.