

**JOINT POWERS AGREEMENT FOR  
THE RAVENNA TRAIL SONTAG RAVINE REPAIRS PROJECT  
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION AND  
DAKOTA COUNTY**

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

**WHEREAS**, in April 2022, the County and VRWJPO entered into a Joint Powers Agreement for the Ravenna Trail Ravine Stabilization Project for the repair of two heavily eroded ravines along Ravenna Trail (County Road 54) in Ravenna Township (Initial Project), with the Initial Project being substantially completed in late spring 2024; and

**WHEREAS**, the VRWJPO was awarded a Clean Water Fund grant for the Initial Project from the Minnesota Board of Water and Soil Resources (BWSR) subject to the terms of the grant agreement (Grant Agreement); and

**WHEREAS**, during the summer of 2025, high-intensity rainfall and elevated stream flows undermined the rock structures, displaced the riprap, scoured the channel bed, and accelerated wear at the Ravenna Trail Sontag Ravine beyond what would be expected under normal precipitation and flow conditions; and

**WHEREAS**, these precipitation events caused damage to the previously installed grade control and check dam structures, necessitating repairs to maintain compliance with the Grant Agreement; and

**WHEREAS**, during late summer and early fall of 2025, VRWJPO staff prepared design drawings and specifications to repair the Ravenna Trail Sontag Ravine necessary to maintain compliance with the Grant Agreement (Project), which were approved by the County, conducted a pre-bid meeting, and oversaw the advertisement and contracting process for the Project; and

**WHEREAS**, On October 28, 2025, the VRWJPO awarded JM Hauling, LLC the Project contract for \$25,388.00 (Project Cost). The work included minor grading and additional riprap to stabilize existing structures and the channel bed, removal of dead vegetation, cleaning sediment traps, and seeding and stabilizing disturbed areas; and

**WHEREAS**, the VRWJPO and County have agreed to cooperatively contribute monetarily towards the Project 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 County and the VRWJPO shall derive from this Agreement, the VRWJPO and the County hereby enter into this Agreement for the purposes stated herein.

**ARTICLE 1  
PURPOSE**

This Agreement will define the Project responsibilities and cost-sharing obligations of the VRWJPO and the County.

**ARTICLE 2  
PARTIES**

The parties to this Agreement are the VRWJPO and the County.

**ARTICLE 3  
TERM**

This Agreement is effective the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2026, 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  
TECHNICAL AND QUALITY ASSURANCE**

The VRWJPO will provide technical and quality assurance for the Project. Any engineer providing technical or quality assurance for the Project must be a licensed Professional Engineer in the State of Minnesota. The Project was designed using appropriate practice standards for design, construction, operation, and maintenance. Vegetative practices must follow the BWSR Board adopted Native Vegetation Establishment and Enhancement Guidelines. The Engineer providing technical and quality assurance will certify that the Project was installed or constructed according to the applicable plans and specifications, including approved modifications, prior to authorization for payment by the VRWJPO or County.

**ARTICLE 6  
PROJECT PLANS AND SPECIFICATIONS**

The VRWJPO is the lead agency for design and construction administration of this Project. The VRWJPO and County approved the plans and specifications (Project Plans) prior to the VRWJPO's advertising for bids. County approval consists of approval by representatives of the Transportation Departments.

**ARTICLE 7  
PAYMENT**

- 7.1** The parties shall make the following contributions toward the Project Cost. The VRWJPO will administer the contractor contracts for the Project and act as the paying agent for all payments to the contractor.
- 7.1.1** The County, by and through its Transportation Department, shall contribute \$19,401 toward the Project Cost.
  - 7.1.2** The VRWJPO shall contribute \$6,347 toward the Project Cost.
  - 7.1.3** The Total Project Cost shall not exceed \$25,388.
- 7.2** No payment shall be made prior to approval of the Project Plans by the VRWJPO and County.
- 7.3** The County shall pay the VRWJPO its share of the Project Cost on a reimbursement basis up to the maximum amount identified in Section 7.1.1. The VRWJPO shall invoice the County for its share of the Project Cost once the Project has been completed. The County shall make payment

to the VRWJPO within thirty-five (35) days receipt of invoice from the VRWJPO provided the invoice shall be supported by itemized receipts and invoices from the VRWJPO's contracted contractor for the Project.

- 7.4 The County may refuse to pay services or work performed 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 8 COUNTY OBLIGATIONS**

- 8.1 Authorized Purpose. The funds provided under this Agreement may only be used by the VRWJPO for the payment of costs directly related to the Project.
- 8.2 Construction Requirements. The Project shall be constructed in accordance with the Project Plans. The VRWJPO and County shall approve any modifications to the Project Plans.
- 8.3 Construction and Design Failures. Any failure related to construction or design of the Project shall be addressed in the contracts with the construction firm or professional services firm.
- 8.4 Operation and Maintenance. The County shall be responsible for on-going maintenance of the Project upon completion for a minimum of 10 years unless a failure occurs from an Act of God or Force Majeure such that it is cost prohibitive to repair or maintain.
- 8.5 Compliance with Laws/Standards. The VRWJPO shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in constructing the Project, including obtaining all necessary permits to construct the Project.

## **ARTICLE 9 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 party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the VRWJPO and the County. Each party warrants that they can comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

## **ARTICLE 10 AUTHORIZED REPRESENTATIVES AND LIAISONS**

- 10.1 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 provided to the following named persons and addresses unless otherwise stated in this Agreement, or an amendment of this Agreement:

TO THE VRWJPO: Mike Slavik or successor, Chair  
Vermillion River Watershed Joint Powers Organization  
4100 220<sup>TH</sup> Street West  
Farmington, MN 55024  
Telephone: (651) 438-4427  
[mike.slavik@co.dakota.mn.us](mailto:mike.slavik@co.dakota.mn.us)

TO THE COUNTY: Georg Fischer, Assistant County Manager, or successor  
Physical Development Division  
Western Service Center  
14955 Galaxie Avenue  
Apple Valley, MN 55124  
Telephone: (952) 891-7007  
[georg.fischer@co.dakota.mn.us](mailto:georg.fischer@co.dakota.mn.us)

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

**10.2** 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 each appropriate department of the County. The VRWJPO and the County 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: Jeff Dunn  
Water Resources Engineer  
Telephone: (952) 891-7140  
Email: [jeff.dunn@co.dakota.mn.us](mailto:jeff.dunn@co.dakota.mn.us)

County Transportation  
Department Liaison: Todd Howard  
Assistant County Engineer  
Telephone: (952) 891-7906  
Email: [todd.howard@co.dakota.mn.us](mailto:todd.howard@co.dakota.mn.us)

## ARTICLE 11 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 12 TERMINATION

**12.1** In General. Either 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 party. 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 the County in the event of a default by the VRWJPO. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. 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.

- 12.2** Termination for Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, either the VRWJPO or the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Neither the VRWJPO nor the County is obligated to pay for any services that are provided or work performed after written notice of termination for lack of funding. Neither the VRWJPO nor the County will be assessed any penalty or damages if the Agreement is terminated due to lack of funding. The party terminating under this provision for lack of funding will pay for expenses incurred by the County up to Notice of Termination of work on the Project.

**ARTICLE 13  
MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed in accordance with 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 14  
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 15  
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.

**ARTICLE 16  
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 17  
SURVIVABILITY**

The provisions of articles 8.3 (Construction and Design Failures), 8.4 (Operation and Maintenance), 9 (Indemnification) and 16 (Government Data Practices) survive the expiration or termination of this Agreement.

**ARTICLE 18  
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 party 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**

By \_\_\_\_\_  
Mike Slavik or successor, Chair  
Date of Signature: \_\_\_\_\_

VRW Res. No. VRW 26-09

:

**DAKOTA COUNTY**

By \_\_\_\_\_  
Georg Fischer, Assistant County Manager  
Physical Development Division  
Date of Signature: \_\_\_\_\_  
Dakota County Res. No. \_\_\_\_\_

