

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT
FOR PRESCRIBED BURNS AND NATIVE OVERSEEDING WITHIN CERTAIN EASEMENTS ENROLLED IN
DAKOTA COUNTY'S LAND CONSERVATION PROGRAM**

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through Dakota County Parks ("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. Stats. § 471.59. Minn. Stats. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties.

WHEREAS, the County adopted a Land Conservation Plan on November 17, 2020 to guide future land protection efforts, and to strengthen natural resource management on protected lands.

WHEREAS, the County has three separate natural area easement sites over privately owned properties that have enrolled in the County's Land Conservation Program:

1. The Wilmar Easement, located in Vermillion Township, consists of 42.3 acres of restored mesic prairie, shrubland and floodplain forest as well as a stretch of the DNR protected Vermillion River; and
2. The Beltzer Easement, located in Ravenna Township, consists of 3.4 acres of Oak savanna and Oak woodland with small pockets of prairie forming as canopy gaps are created; and
3. The ISD 200 Easement, located in Vermillion Township, consists of 53.7 acres of both wetland and upland habitats, which include restored mesic prairie and wet meadow transitioning to marsh and open water (The Wilmar Easement, Beltzer Easement and ISD Easement are collectively referred to herein as "County Easements").

WHEREAS, management units within the County Easements are facing pressure from woody volunteers, non-native or weedy tree/shrub species:

1. The prairie communities within the Wilmar Easement are facing pressure from woody volunteers, such as non-native Siberian Elm (*Ulmus pumila*); and
2. Over the last several years, efforts have been made to control non-native species on the Beltzer Easement, most notably Common Buckthorn (*Rhamnus cathartica*). The Beltzer Easement site requires additional attention to prevent the reestablishment of non-native or weedy tree/shrub species and promote understory establishment and diversity; and
3. Many of the upland and wet-transitional management units within the ISD 200 Easement face pressure from fast-establishing woody species such as Cottonwood (*Populus deltoides*) and larger swaths of Reed Canary Grass (*Phalaris arudinacea*).

WHEREAS, the management units within the County Easements show a need for increased native, herbaceous diversity and would benefit from prescribed burns and/or enhancement seeding/overseeding with appropriate, native seed mixes.

WHEREAS, the County, acting through its Parks Department, plans to contract with a qualified restoration contractor selected through a formal solicitation process for prescribed burns and/or enhancement seeding/overseeding across a select number of acres/management units within the County Easements (collectively "the Project"):

1. Wilmar Easement (management units 4 and 5)– one prescribed burn and overseed with an approved, native seed mix; and
2. Beltzer Easement (management units 1 through 5) – one prescribed burn; and
3. ISD 200 Easement (management units 1 through 5) – one prescribed burn and overseed with an approved, native seed mix.

WHEREAS, the Project is estimated to cost \$82,500.00 ("Total Project Cost"):

Grant Administration/Oversight:	\$7,500.00
Contracts:	\$67,500.00
Equipment/Tools/Supplies:	<u>\$7,500.00</u>
Total Estimated Cost:	\$82,500.00

WHEREAS, the Project is expected to take place between Fall 2026 and Spring 2029:

1. Fall 2026 Wilmar Easement (prescribed burn and overseeding);
2. Fall 2027 Beltzer Easement (prescribed burn) and ISD 200 Easement (prescribed burn (first half) and overseeding (first half)); and
3. Fall 2028 ISD 200 Easement (prescribed burn (second half) and overseeding (second half)).

WHEREAS, SWCD supports diverse native plant communities in Dakota County that provide habitat and resources for wildlife and pollinators, which face pressure from woody volunteers and non-native species.

WHEREAS, SWCD applied for and received Fiscal Year 2026 Expedited Conservation Project grant funds not to exceed \$75,000.00 ("Grant Funds") through the Minnesota Department of Natural Resources' ("DNR") Conservation Partners Legacy Grant Program ("DNR Grant") to be applied towards prescribed burning/seeding contracts and equipment/tools/supplies (native seed). The DNR Grant Agreement ("Grant Agreement") is incorporated into this Agreement and attached hereto as **Exhibit 1**.

WHEREAS, to obtain the DNR Grant, SWCD pledged in-kind services valued at \$7,500.00 towards the Grant administration/oversight portion of the Total Project Cost.

WHEREAS, SWCD shall distribute the Grant Funds received from the DNR to reimburse the County for actual controlled burn, overseeding and native seed costs of the Project subject to and in accordance with the terms and conditions of this Agreement.

WHEREAS, the County agrees to complete the Project and reimburse the SWCD for its Grant administrative/oversight services pledged as in-kind services to obtain the DNR Grant in accordance with the terms and conditions of this Agreement.

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 Parties regarding the Project, including the contribution of Grant Funds and services by SWCD to the County for the Project. All Grant Funds are to be used for the Project. This Agreement does not create a separate joint powers organization.
2. Term. This Agreement shall be effective upon execution by both Parties ("Effective Date") and continue in effect through **June 30, 2029**, or upon completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.
3. Cooperation. The Parties 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 disputes in an equitable and timely manner.

4. Obligations.

4.1 Project Administration. The County shall be responsible for the hiring of contractor(s) to perform the work outlined in the Work Plan attached to the Grant Agreement (**Exhibit 1**) on the Project, and administration, management, record keeping of the contract(s). The County shall comply with Minn. Stats. § 471.345 (2025) when soliciting bids, quotes or proposals. The County shall request a quote/proposal/bid from Conservation Corps of Minnesota for the Project pursuant to Section 21.5 of the Grant Agreement. The County shall provide SWCD with a copy of its written contract to the Conservation Corps of Minnesota prior to entering into a contract with a contractor. The County shall not contract with contractors/vendors who are suspended or debarred by the State of Minnesota or the federal government.

The County's contract(s) with contractor(s) shall comply with prevailing wage rules per Minn. Stats. §§ 177.41 through 177.50, if applicable, insurance requirements of Sections 11.7 and 15 of the Grant Agreement, Section 21.2 of the Grant Agreement (Invasive Species Prevention), Section 25.2 of the Grant Agreement (Safety), Section 31 of the Grant Agreement (Non-Discrimination Requirements), Section 14.2 of the Grant Agreement (Intellectual Property Rights), Minn. Stats. § 16A.1245 (2025), and the requirements listed in the Conservation

Partners Legacy Grant Program (CPL) FY2026 Request for Proposal. The Conservation Partners Legacy Grant Program (CPL) FY2026 Request for Proposal is attached hereto as **Exhibit 2** and incorporated herein by reference. The County shall obtain the written approval of SWCD before awarding a contract for the Project. Any changes, variations, modifications, or change orders related to the completion of the Project, shall only be valid when they have been reduced to writing and approved by the Parties' Authorized Representative or their successor.

SWCD shall perform the Grant Administration identified in Section 4.3, herein, and coordinate associated public outreach tasks necessary to ensure residents, patrons, stakeholders are properly informed.

The Parties will conduct regular meetings (Project Management Team Meetings) with the Authorized Representatives, as well as other key staff and personnel, necessary to design and install the Project.

The Parties shall identify the State of Minnesota and Lessard-Sams Outdoor Heritage Council ("L-SOHC") as the sponsoring agency on any publicity regarding the Project. The County shall provide SWCD with a copy of any publicity it releases upon its release. "Publicity" includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices.

4.2 Project Installation. The County shall be responsible for its contractor(s) completing the Project for an amount not to exceed the DNR Funds and in accordance with terms and conditions of their contract(s) and the Grant Agreement, including but not limited to compliance with (a) all invasive species regulations, policies and procedures of the DNR to prevent or limit the introduction, establishment, and spread of invasive species; (b) pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stats. § 84.973 (2025); and (c) the time frames identified in the Work Plan attached to Grant Agreement. Work on the Project shall not commence until SWCD notifies County that work on the Project may commence.

The County shall erect signage provided by SWCD on the County Easements in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and Minn. Stats. § 97A.056 (2025).

SWCD shall monitor the activities of the County and its contractor(s) on the Project pursuant to the Grant Agreement. SWCD shall coordinate any/all seed mix approvals for the Project with the DNR. SWCD shall inspect the Project for compliance with any applicable Grant requirements and to certify the restoration work and Project completion as between the Parties.

The Parties shall provide the DNR access to the the Project sites at reasonable times to conduct periodic site visits and inspections to ensure work progress in accordance with the Grant Agreement, including a final inspection upon Project completion.

4.3 Grant Administration. SWCD will be responsible for the DNR Grant management, record keeping, and administration, including reporting, reimbursement requests, extensions, and any other tasks associated with the Grant Funds. Any amendments to the Work Plan attached to the Grant Agreement, activities, or budgets shall be facilitated by SWCD in coordination with the County and only as necessary and appropriate to maximize use of the Grant Funds. The Parties shall ensure the Project meets all necessary Grant Agreement requirements, including those requirements described in **Exhibits 1 and 2**. Upon request, the County shall provide SWCD with any Project information necessary for SWCD to comply with its obligations under the Grant Agreement, including providing information and documentation necessary for SWCD to submit reimbursement/payment requests and progress reports to the DNR pursuant to the Grant 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 SWCD as the employee of the other entity for any purpose or in any manner whatsoever.
6. Funding. The County will administer the Project contracts and act as the paying agent for all contracts for the Project. The County will pay the entire cost of the Project, including SWCD in-kind services, with County funds. SWCD shall submit documentation provided by the County to the DNR in accordance with the Grant Agreement seeking reimbursement of the County's eligible costs associated with the Project.

6.1 The County shall compensate SWCD for administration/oversight costs associated with the Project and Grant Agreement not to exceed \$7,500.00 in accordance with Appendix D of the Joint Powers Agreement between SWCD and Dakota County (DCA20937).

6.2 The County shall pay its contractor(s) for work performed on the Project in accordance with the terms of the County's contract(s) and Minnesota state law.

6.3 Upon completion of the Project, the County shall submit an itemized claim for payment (Reimbursement Request) to SWCD with all necessary contracts, invoices, and proof of payments, documentation necessary to prove that the Project has been completed, and any other information and documentation that the SWCD determines is necessary to obtain the Grant Funds from the DNR, no later than **June 1, 2029**. The County shall not be entitled to receive payment of Grant Funds for work not performed to the DNR or SWCD's satisfaction in their sole discretion, or performed in violation of federal, state, or local law. SWCD shall withhold five percent (5%) from the Reimbursement Request until the DNR determines that SWCD has completed a grant accomplishment report satisfactory to the DNR.

6.4 SWCD shall pay the County the Grant Funds received within ten (10) days of SWCD's receipt of payment of the Grant Funds.

6.5 As between the Parties, the County shall solely be responsible for any overages in Project design, engineering and construction costs that are necessary to complete the Project and fulfill the DNR Grant requirements. The County shall also be solely responsible for Project costs not reimbursable by the Grant Funds, including any loss of Grant Funds due to the work not being completed within the time frames identified in the Work Plan attached to the Grant Agreement.

7. 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. Stats. § 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. Stats. 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 7 shall survive the expiration or termination of this Agreement.
8. 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, Minn. Stats. Ch. 13.

9. Termination.

9.1 Termination for Insufficient Funding by County. The County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, other funding sources, including the DNR Grant Funds, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to SWCD. The County is not obligated to pay for any costs as between the Parties that are incurred after the notice and effective date of termination. The County will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature or other funding sources, to not appropriate funds.

9.2 Termination for Insufficient Funding by SWCD. SWCD may immediately terminate this Agreement if it does not obtain Grant funding from the DNR or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the County. SWCD is not obligated to pay for any costs as between the Parties that are incurred after the notice and effective date of termination. SWCD will not be assessed any penalty if the Agreement is terminated because of the decision of the DNR not to award/release Grant Funds.

9.3 Termination for Failure to Provide Necessary Documentation. SWCD may terminate this Agreement upon thirty (30) days written notice if the County fails to provide the documentation necessary for SWCD to obtain the release of the Grant Funds by the date identified in the written notice.

10. General.

10.1 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:
Nikki Geisler, Director, Parks Department
14955 Galaxie Ave.
Apple Valley, MN 55124
Niki.Geisler@co.dakota.mn.us

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 County and the City. At the time of execution of this Agreement, the following persons are the designated liaisons:

SWCD Liaison:

Curt Coudron, Resource Conservationist
4100 220th St W
Farmington, MN 55024
Curt.Coudron@co.dakota.mn.us

County Liaison:

Alex Scurto
14955 Galaxie Ave.
Apple Valley, MN 55124
Alex.Scurto@co.dakota.mn.us

10.3 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.

10.4 Amendments. 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. There are no representations, warranties, or stipulations, either oral or written, not contained in this Agreement. 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.

10.5 Waiver. If the any party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.

10.6 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.

10.7 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 (2025), 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.

10.8 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, Ramsey County, State of Minnesota or U.S. District Court, District of Minnesota.

10.9 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.

10.10 Authority. The person or persons executing this Joint Powers Agreement on behalf of SWCD 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.

10.11 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.

10.12 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.

10.13 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: _____
Kevin Chamberlain, Chair

Date of signature: _____

Date of signature: _____

County Board Res. No.: [REDACTED]

Authorized by SWCD Board on [REDACTED], 2026

EXHIBIT 1

EXHIBIT 2