

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE STATE OF MINNESOTA FOR FUELING SERVICES**

This Joint Powers Agreement is entered into by and between the County of Dakota (County) and the State of Minnesota Department of Transportation (State), governmental units of the State of Minnesota, pursuant to the authority contained in Minn. Stat. § 471.59.

Now, therefore, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the terms and conditions pursuant to which the County will provide fueling services to the State. No use of County vehicles or equipment is intended or included in this Agreement.
2. Term. This Agreement shall be in effect on the day that the Agreement has been approved by resolution of and duly executed by the County and the State pursuant to Minn. Stat. § 16C.05, subd. 2. This Agreement shall expire on June 30, 2029, unless it is terminated at an earlier date pursuant to section 14 of this Agreement.
3. Services to be Provided by County. The County agrees to provide fueling services to the State, upon the State's request, when, in the County's sole discretion, provision of such services will not increase the County's expenses; provision of such services will not unduly interfere with the County's fueling of its own fleet; and County has the time, equipment, and ability to provide the services. State will be given access to County-owned fueling stations through the use of fuel fobs provided by the County. Fueling services are unsupervised and the State will be responsible for ensuring that its employees access the County fuel station and obtain fuel only in compliance with the terms of this Agreement.
4. Obligations of State.
 - a. State agrees to make requests for fueling services according to procedures established by the County.
 - b. State agrees that its employees will comply with County policies and procedures, as they may be amended from time to time, governing fueling service procedures, fueling stations, and fuel fobs.
5. Payment.
 - a. County will invoice State monthly for services provided to State pursuant to this Agreement.
 - b. County fueling services will be invoiced as follows:
 - (i) Fuel purchased at the County-owned fueling stations will be billed at cost, plus 7% for overhead expenses.
 - (ii) The County must, upon request of the State, provide documentation showing a breakdown of costs claimed for reimbursement.

Attachment: MnDOT Fuel JPA

- c. The State will pay the County upon receipt and approval of an invoice for eligible costs. State agrees to pay County within 30 calendar days of any invoice issued pursuant to this Agreement, unless State disputes the invoiced amount. State will notify County if the invoice is incorrect, defective, or otherwise improper within 10 calendar days of receipt.
 - d. The State's total obligation for all compensation and reimbursements to the County under this Agreement will not exceed \$446,377.25.
 - e. The State agrees that it is solely responsible for ensuring that the State and its employees do not obtain fuel from the County in excess of the State's budgeted obligation amount. Notwithstanding anything to the contrary in this Agreement, the State remains responsible for paying for all fuel obtained from the County pursuant to this Agreement as required by law.
6. Liaisons. The party's liaison acts as the party's contact for the day-to-day performance of this Agreement. Each party will advise the other party in writing of any change in their liaison.

Liaison for County: Kevin L. Schlangen
Fleet Manager
2800 160th St. West
Rosemount, MN 55068
Phone: 952-891-7910
Email: kevin.schlangen@co.dakota.mn.us

Liaison for State: Khani Sahebjam, or successor
MnDOT-Metro District Engineer
1500 County Road B2
Roseville, MN 55113
Phone: (651) 234-7700
Email: Khani.sahebjam@state.mn.us

7. Authorized Representative. The named persons, in the positions stated below, or their successors in title, are designated the Authorized Representatives of the parties for purposes of this Agreement. Notifications required to be provided by the terms of this Agreement, invoices to be submitted, and payments made shall be provided to the following named persons unless otherwise stated in this Agreement:

To Dakota County:

Georg Fischer
Physical Development Director
14955 Galaxie Avenue
Apple Valley, MN 55124
Phone: (651) 891-7007
Email: georg.fischer@co.dakota.mn.us

To State of Minnesota:

Khani Sahebjam, or successor
MnDOT Metro District Engineer
1500 West County Road B-2
Roseville, MN 55113
Phone: (651) 234-7700
Email: Khani.sahebjam@state.mn.us

The parties shall provide written notification to each other of any change to the designated liaison or Authorized Representatives. Such written notification shall be effective to change the designated liaison or Authorized Representative under this Contract, without necessitating an amendment of this Contract.

8. Cooperation and Timeliness. Time is of the essence in this Contract. Failure by a party to perform its obligations in a timely manner may be considered by the other party as a material breach.
9. Independent Contractor Status. Nothing in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture or employer-employee relationship between the parties. Officers, employees or agents of one party shall not be considered officers, employees or agents of the other party. The County shall not be deemed the State's agent for any purpose whatsoever. The State shall not be deemed the County's agent for any purpose whatsoever.
10. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
11. Liability for Own Acts. Each party to this Agreement shall be liable for the acts of their own officers, employees and 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 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 County's acts or omissions. The Minnesota Tort Claims Act, [Minn. Stat. §3.736](#), and other applicable laws govern the State's liability.
12. Governing Law. 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 Dakota County, Minnesota.
13. Force Majeure. Neither party shall be liable to the other party for any loss or damage resulting from a delay nor 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.
14. Termination. Either party may terminate this Agreement without cause upon 18 months' written notice to the other party. Termination of this Agreement does not relieve the liability or responsibilities of a party arising from the performance or nonperformance of the terms of this Agreement before the effective date of termination.
 - a. Notwithstanding any provision of this Agreement to the contrary, the County or the State may immediately terminate this Agreement if either does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to perform the services anticipated by this Agreement. Written Notice of Termination sent by the terminating party to the other party by email is sufficient notice under terms of this Agreement. A party will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding except that the State will pay the County for services provided.
 - b. Upon termination, the County will use best efforts to promptly disable all fuel fobs assigned to State employees pursuant to this Agreement. The State will be responsible for ensuring that its employees do not obtain fuel from the County following notice of termination and shall

remain responsible for paying for all fuel obtained from the County pursuant to this Agreement as required by law.

15. 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.
16. Data Practices and Confidentiality. Data on individuals collected, created, received, kept or shared by State or County under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and its implementing rules. Federal privacy rules may also apply to such data.
17. Records Disclosure, Retention, Audits. Bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by each party to this Agreement and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Each party agrees to maintain such evidences for a period of six years from the date services or payment were last provided or made, or longer if any audit in progress requires a longer retention period.
18. Nondiscrimination. The parties agree that they will not, by reason of race, creed, color, sex, national origin, disability, sexual orientation, age, marital status or public assistance status, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which person is assigned. Parties agree to comply with all Federal, State, and local non-discrimination laws and ordinances, in particular the applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.
19. Amendments. This Agreement may be amended at any time by agreement of both parties. Such amendments shall be approved by the parties and shall be in writing.
20. 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.

[Remainder of page left blank intentionally. Signature page follows.]

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

FOR DAKOTA COUNTY

By: _____

Georg Fischer

Physical Development Director

Date: _____

Approved as to Form:

Assistant County Attorney Date
County Attorney File No.

Dakota County Board Resolution:

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____