

**JOINT POWERS AGREEMENT BETWEEN  
THE COUNTY OF DAKOTA AND  
THE VERMILLION WATERSHED JOINT POWERS ORGANIZATION  
FOR ADMINISTRATION, STAFFING AND SUPPORT SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the County of Dakota, Minnesota ("County") and the Vermillion River Watershed Joint Powers Organization, ("VRWJPO"), pursuant to the authority conferred upon them by Minn. Stat. § 471.59. The County and the VRWJPO are also referred to herein as the "Parties."

**WHEREAS**, the County is a political subdivision of the State of Minnesota; and

**WHEREAS**, the VRWJPO is an independent joint powers entity created by the County and Scott County to cooperatively carry out their responsibilities and duties under Minn. Stat. §§ 103B.211 to 103B.255; and

**WHEREAS**, pursuant to the Joint Powers Agreement between the County and Scott County forming the VRWJPO ("VRWJPO JPA"), the County agreed to serve as fiscal agent for the VRWJPO and to provide staff support services to the VRWJPO for its day-to-day operations including assigning an administrator to act as a liaison and perform the duties described in the VRWJPO JPA and the Vermillion River Watershed Management Plan; and

**WHEREAS**, the County's Physical Development Division currently has assigned County employees to provide services that support the VRWJPO's day-to-day operations and/or perform the duties described in VRWJPO JPA and the Vermillion River Watershed Management Plan as follows: an environmental resources supervisor, a water resources engineer, an environmental specialist, and a communications and outreach specialist ("Watershed Management Unit") to provide services that support the VRWJPO's day-to-day operations and/or perform the duties described in VRWJPO JPA and the Vermillion River Watershed Management Plan; and

**WHEREAS**, the County's current delegated environmental resources supervisor is the acting "Administrator" of the VRWJPO in accordance with the VRWJPO JPA; and

**WHEREAS**, the County provides the following services to support the Watershed Management Unit in performing work for the VRWJPO: fleet management services, facilities management services, administrative coordinating services ("ACS"), planning and real estate related services; environmental resources services; information technology services (including geographic information system ("GIS") services); risk management services; finance services (including contracting and purchasing services); and human resource services; and

**WHEREAS**, the VRWJPO compensates the County for those services provided by the County at County approved rates that include a central overhead cost ("OH Cost") included in the various staff service charges pursuant to the County's Cost Allocation Plan; and

**WHEREAS**, the VRWJPO desires that the County continue to provide the Watershed Management Unit staffing and those County services identified herein subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that each party shall derive from this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to articulate the scope of the County's administration, staffing and support services provided to the VRWJPO.

## ARTICLE II STAFFING/SERVICES

- Section 2.1 General. The County shall provide VRWJPO with staffing identified in Section 2.2.1 for its day-to-day operations and/or to perform the duties described in the VRWJPO JPA and the Vermillion River Watershed Management Plan, including, but not limited to managing the general operations and activities of the VRWJPO, implementation of the watershed plan in Dakota County, and project planning under the direction of the Vermillion River Watershed Joint Powers Board ("VRWJPB"), and any other role generally described in the Vermillion River Watershed Management Plan. The County shall also provide VRWJPO with those administrative and support services identified in Section 2.2.2.
- Section 2.2 Scope of Staffing/Services. Subject to the terms and conditions of this Agreement, the Parties agree that the County shall provide the following staffing/services:
- 2.2.1 Staffing: The County, through the County's Environmental Resources Department, shall provide:
- a. an Administrator as identified in the VRWJPO JPA; and
  - b. other County staffing positions accounted for in the VRWJPO budget (collectively, "Watershed Management Unit").
- 2.2.2 Services: The County shall provide the following services in support of the Watershed Management Unit performing work for the VRWJPO: fleet management services, facilities management services, administrative coordinating services ("ACS"), planning and real estate related services; environmental resources services; information technology services (including geographic information system ("GIS") services); risk management services; finance services (including contracting and purchasing services); and human resource services.
- 2.2.3. Training: The Watershed Management Unit shall be authorized to attend mandatory County provided training as required by the County. Any training of the Watershed Management Unit deemed necessary by the VRWJPO Administrator shall be provided to the Watershed Management Unit at the expense of the VRWJPO.
- 2.2.4 Performance: The VRWJPB shall direct any concerns it has with the Watershed Management Unit staffing services provided pursuant to this Agreement to the Dakota County Environmental Resources Department Director. The VRWJPB shall direct any concerns it has with the County provided services to the applicable division director. All reviews and any discipline of County employees, including the Watershed Management Unit, shall be performed/imposed solely by the County.

## ARTICLE III TERM OF AGREEMENT

- Section 3.1 Term. Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on January 1, 2026 and shall continue in full force until December 31, 2026 unless terminated earlier by either party as permitted herein.
- Section 3.2 Termination. Either party may terminate this Agreement without cause upon giving at least 30 days written Notice. In the event of termination under this Section, and if requested by the VRWJPO, the County will provide the VRWJPO with copies of documents in its possession related to the provision of services under this Agreement. Upon termination, the County shall be entitled to receive compensation for the staffing and services provided in a satisfactory manner up to and including the effective date of termination, including any costs incurred in providing such staffing and services.

## **ARTICLE IV COMPENSATION**

**Section 4.1**     Compensation. In consideration of the County's staffing services for the VRWJPO's day-to-day operations and/or to perform the duties described in the VRWJPO JPA and the Vermillion River Watershed Management Plan, including overhead, under this Agreement, the VRWJPO will pay the County for these services as determined yearly through the budgeting process. The County's compensation for providing information technology services, (excluding GIS services), risk management services, and finance services (excluding contracting and purchasing services), fleet management services, facilities management services, and human resources services pursuant to this Agreement are included as OH Cost based on the County's Cost Allocation Plan .. In consideration of the County providing GIS, planning, real estate, ACS, and environmental resource services, the VRWJPO will pay the County monthly for those services at County approved rates.

The VRWJPO shall reimburse the County for expenses incurred by the Watershed Management Unit and incurred by the County in performing the administration, staffing and support services provided hereunder.

**Section 4.2**     Payment. The time spent by the Watershed Management Unit and other County departments providing services hereunder that are charged at County approved rates, along with their expenses related to the VRWJPO shall be submitted to the County's Finance Department on a monthly basis, processed by the County's ACS, and funds transferred by the County's Finance Department from VRWJPO account(s) to the appropriate County accounts. The compensation for the staffing/services provided hereunder shall be reflected in the reports provided to the VRWJPB.

## **ARTICLE V GENERAL PROVISIONS**

**Section 5.1**     Compliance with Laws and Standards. The Parties agree to comply with all federal, state and local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Parties are responsible.

**Section 5.2**     Accountability for Funds. All funds shall be accounted for according to generally accepted accounting principles. All pertinent books, records, documents, and accounting procedures and practices shall be maintained by the County and made available to VRWJPO, its members, and the State Auditor upon reasonable notice and shall be retained in accordance with state law.

**Section 5.3**     Data Privacy and Security Compliance. The Parties agree that all data created, collected, received, stored, used, maintained or disseminated in implementing this Agreement shall be treated in compliance with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, (MGDPA) and all other federal, state and local laws that apply to such data.

**Section 5.4**     Non-Employee Status. In implementing the terms of this Agreement, the County employee staffing provided pursuant to Section 2.2.1 and the County employees providing the services identified in Section 2.2.2 shall remain employees of the County at all times when this Agreement is in effect, and as such are governed by the personnel policies applicable to County employees, and receive the same benefits from the County as any other County employee, including human resources support. Each Party is solely responsible for the acts and omissions of its employees and agents and any claims that may arise therefrom.

**Section 5.5**     Knowing and Voluntary Agreement. VRWJPO acknowledges and agrees that it has entered into this Agreement knowingly and voluntarily. VRWJPO further acknowledges that it has been provided an opportunity to consult with an attorney of its choosing in connection with the negotiation and preparation of this Agreement.

- Section 5.6 Modification. Any amendments, changes, or modifications to this Agreement shall be valid only if reduced to writing and signed by the County and VRWJPO.
- Section 5.7 Waiver. No waiver of any provision of this Agreement shall be valid unless it is reduced to writing and signed by the County and VRWJPO. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of any provision of this Agreement.
- Section 5.8 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 Party, its officers, employees, or agents. The provisions of the Minnesota Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern the liability of both the County and VRWJPO. In the event any claims or actions asserted or 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. This section shall survive the expiration or termination of this Agreement.
- Section 5.9 Force Majeure. Neither Party shall be liable to the other Party 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, provided 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.
- Section 5.10 Notices. Except as provided elsewhere in this Agreement, any notice or demand ("Notice") must be in writing and provided as follows to the other Party's Authorized Representative: (a) personal delivery; (b) first class mail; or (c) nationally recognized overnight courier, with tracking service and all fees and costs prepaid. Except as provided elsewhere in this Agreement, a Notice is effective only if the Authorized Representative has received the Notice ("Receipt").
- Receipt is effective when the Notice is delivered pursuant to the above-approved methods. However, if the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change of address for which no Notice was provided, then Receipt is effective upon rejection, refusal, or inability to deliver.
- Section 5.11 Authorized Representative. The signatories of this Agreement, or their successors, are designated as the Authorized Representatives of the Parties for purposes of this Agreement and notices described in 5.10 of this Agreement. The Parties shall provide Notice to each other of any change to the Authorized Representative, which will be effective without necessitating written amendment of the Agreement.
- Section 5.12 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 substantially impair the value of the entire Agreement with respect to either Party.
- Section 5.13 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. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- Section 5.14 Complete Agreement. With respect to its subject matter, this Agreement represents the complete and exclusive agreement between the Parties and supersedes any and all prior agreements.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates indicated below.

**VERMILLION RIVER WATERSHED JOINT  
POWERS ORGANIZATION**

VRW Res. No. \_\_\_\_\_

By \_\_\_\_\_  
Tom Wolf or successor, Chair  
Date of Signature: \_\_\_\_\_

County Board Res. No. \_\_\_\_\_

**COUNTY OF DAKOTA**

By \_\_\_\_\_  
Heidi Welsch or successor,  
Dakota County Manager  
Date of Signature: \_\_\_\_\_