JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA AND THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) FOR SENTENCE TO SERVICE PROGRAM WORK CREWS

AGREEMENT PERIOD: January 1, 2026 – December 31, 2026

This Agreement is between County of Dakota, a political subdivision of the State of Minnesota, by and through its Community Corrections Department, hereinafter "County" and the State of Minnesota acting through its Commissioner of Transportation, 1500 County Road B2 West, Roseville, MN 55113, hereinafter "MnDOT".

WHEREAS, the County and the MnDOT are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the MnDOT desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service program by providing work crews non-dangerous criminal offenders plus a supervisor to perform unskilled labor; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the MnDOT for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the MnDOT with respect to Sentence to Service ("STS") work crews.

1.2 Cooperation. The County and the MnDOT shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. MnDOT and County liaisons will meet at least twice annually and more frequently, if necessary, to discuss issues related to the STS program.

1.3 Term. This Agreement is effective and enforceable on January 1, 2026 ("Effective Date") and expires on December 31, 2026, or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

1.4 Definitions.

a) Work Crew. A work crew shall consist of a Crew leader and a crew of five (5) to ten (10) workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of General Security Services Corporation (GSSC), shall oversee and be in charge of the work crew.

b) Work Crew Days. An STS work crew day shall consist of seven (7) hours, less a thirty (30) minute lunch break, between the hours of 8:00 a.m. and 3:00 p.m. A work crew may be discharged earlier at the discretion of the MnDOT supervisor.

2. MNDOT'S RIGHTS AND OBLIGATIONS.

2.1 General Description. MnDOT will purchase up to ninety-three (93) STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty (30) calendar days in advance of the work by the MnDOT and the County.

1.1 Total Cost. MnDOT will pay the work crew per day price established annually by the Dakota County Board of Commissioners. For 2026, the work crew per day price is $481.00 for a crew of five (5) or more workers and $240.60 for work crews with less than five (5) workers. The total amount to be paid by MnDOT pursuant to this

Agreement shall not exceed $45,000.00 in 2026. The continuation of this Agreement beyond June 30, 2026 (the end of the State of Minnesota Fiscal Year) is conditioned upon the availability and encumbrance of funds for such purpose as required by law.

2.2 Work Projects. MnDOT will provide work projects requiring unskilled labor such as liter pick-up, light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a MnDOT representative and the Crew leader sign off that work has been satisfactorily completed.

2.3 Crew. Work crew members are not employees of the MnDOT or the County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for the MnDOT pursuant to this Agreement.
- Designate a person as the County's representative with respect to MnDOT's services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to MnDOT for payment by June 1, 2026 and December 1, 2026. MnDOT will provide payment within thirty (30) days of receipt of the invoice. The June 1 invoice will reflect the total number of work crew days provided up to that point. The December 1 invoice will reflect the total number of work crew days provided that year, up to ninety-three (93), minus the number already accounted for in the first billing.

3.3 Work Projects. The County shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer the MnDOT the opportunity to use more than ninety-three (93) crew days per year without additional cost to the MnDOT if additional days are available.

4. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another 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 a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the MnDOT for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this MnDOT on behalf of the work crew members while engaged on any of the work contemplated herein shall not the obligation or responsibility of MnDOT but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the MnDOT.

5. 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, 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.

6. TERMINATION.

6.1 Good Cause. If either party fails to fulfill its obligations under this Agreement, such failure shall be considered good

cause to terminate this Agreement on seven days' notice by the other party.

6.2 With or Without Cause. This Agreement may be terminated with or without cause, by the County or MnDOT upon thirty (30) days written notice.

6.3 Effect of Termination. 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. Nor shall termination discharge any obligation which by its nature would survive after the date of termination.

6.4 Termination by County – Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, the County or MnDOT may immediately terminate this Agreement if it 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. Notice of Termination must be in writing and must be made by certified mail or personal delivery to the Authorized Representative or served on the Authorized Representative in accordance with Minn. R. Civ. P. 4. Notice of Termination is deemed effective upon signed certified mail receipt or personal delivery. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

7. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. REPRESENTATIVE.

Liaison. To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by MnDOT and the County. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. In addition, MnDOT shall inform the County of any changes to MnDOT's address, phone number(s), e-mail address(es), and any other contact changes. At the time of execution of this Agreement the following persons are the designated liaisons:

MnDOT Liaison:
Dewayne Jones
Northwest Region Superintendent
1500 County Road B2 West
Roseville, MN 55113
651-234-7944
Dewayne.Jones@state.mn.us

County Liaison:
Leanne Walter
Community Corrections Supervisor
1560 Highway 55
Hastings MN 55033
651-438-8336
Leanne.Walter@co.dakota.mn.us

9. MODIFICATIONS.

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by Authorized Representatives of the County and MnDOT.

10. COMPLIANCE WITH LAWS/STANDARDS.

10.1 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.

10.2 MnDOT agrees to abide by all applicable Federal and State laws, statutes, rules and regulations now in effect or hereinafter adopted pertaining to this agreement or other facilities programs and staff for which it is responsible.

11. SEVERABILITY.

The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. GOVERNMENT DATA PRACTICES.

The Minnesota Government Data Practices Act applies to all data exchanged between the parties to this Agreement, and to all data collected, received, or stored under this Agreement. The County will not provide non-public or not-public data to MnDOT unless MnDOT has a business need for that data. The County will advise MnDOT if the County provides any nonpublic data to MnDOT.

13. AUDITS.

Pursuant to Minnesota Statute § 16C.05, the parties' books, records, and accounting practices and procedures, relevant to this Agreement, will be subject to examination by the parties, the State Auditor, and the Legislative Auditor, for a minimum of six (6) years.

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. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board

Resolution No. Click or tap here to enter text.

COUNTY OF DAKOTA

By: Marti Fischbach

Title: Community Services Director

Date of Signature: _____

Signature: _____

STATE OF MINNESOTA

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind MnDOT).

By: _____

Title: _____

Date of Signature: _____

Signature: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date of Signature: _____

Signature: _____

STATE ENCUMBRANCE VERIFICATION

By: _____

Title: _____

Date of Signature: _____

Signature: _____

SWIFT Contract ID:

_____

SWIFT PO #:

_____