



# Agenda

## Vermillion River Watershed Joint Powers Board Meeting

December 5, 2024, 1 p.m.

In-person at the Dakota County Extension and Conservation Center and virtual via Microsoft Teams

1. Call to Order
2. Roll Call
3. Audience Comments on Items Not on the Agenda  
*(please limit audience comments to five minutes)*
4. Approval of Agenda Action Page 1
5. Approval of Minutes from the October 24, 2024, Meeting Action Page 3
6. Consent Agenda Action Page 10
  - a. Acceptance of Treasurer’s Report
  - b. Approval of 2025 Meeting Dates
  - c. Authorization to Execute a Joint Powers Agreement with the City of Lakeville for the Firelight Way TSS Reduction Project
  - d. Authorization to Execute a Joint Powers Agreement with the City of Farmington for the 4<sup>th</sup> & Willow TSS Reduction Project
  - e. Authorization to Execute a Joint Powers Agreement with the City of Hastings for the 15<sup>th</sup> & Bailey TSS Reduction Project
7. Approval of Expenses Action Page 43
8. Business Items
  - a. Adoption of VRWJPO 2025 Budget and Watershed Management Tax District Levy Action Page 44
  - b. Review and Provide Recommendation on the 2026-2035 Vermillion River Watershed Management Plan Objectives Prioritization Action Page 50
  - c. Authorization to Execute a Five-Year Joint Powers Agreement with Dakota County Soil and Water Conservation District for Services in 2025-2029 Action Page 58
  - d. Authorization to Execute a Joint Powers Agreement with Scott Soil and Water Conservation District for Services in 2025 Action Page 67
  - e. Motion to Recommend Approval of the Vermillion River Watershed Joint Powers Organization Joint Powers Agreement to the Dakota and Scott County Boards of Commissioners Action Page 81
10. Staff Reports
11. Adjourn Action



**Please note**, the December 5, 2024, Vermillion River Watershed Joint Powers Board meeting will take place **in-person** in Conference Room A at the Extension and Conservation Center, 4100 220th Street West, Farmington, Minnesota, **and via teleconference** on Microsoft Teams.

## Microsoft Teams

[Join the meeting now](#)

Meeting ID: 251 617 079 488

Passcode: Hb24nc98

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**Dial in by phone**

[+1 651-273-3070,,384107838#](#) United States, Hastings

[Find a local number](#)

Phone conference ID: 384 107 838#

### Other Information

Next Meeting Date: **January 23, 2025**, at 1 p.m.

You will be notified if the meeting is cancelled due to an anticipated lack of quorum.



## Meeting Minutes

### Vermillion River Watershed Joint Powers Board (JPB) Meeting

Thursday, October 24, 2024, 1 p.m., in-person at the Dakota County Extension and Conservation Center and virtual via Microsoft Teams

#### Board Members in Attendance

Dakota County Commissioner Bill Droste  
Dakota County Commissioner Mike Slavik  
Scott County Commissioner Tom Wolf

#### Watershed Planning Commission (WPC) Members in Attendance

Sandy Weber

#### Others in Attendance

Nikki Stewart, Dakota County, Environmental Resources Department Director (virtual)  
Travis Thiel, Dakota County, Vermillion River Watershed Joint Powers Organization (VRWJPO) Administrator  
Melissa Bokman Ermer, Scott County, VRWJPO Co-Administrator  
Kelly Perrine, Dakota County, VRWJPO Senior Watershed Specialist  
Jeff Dunn, Dakota County, VRWJPO Water Resources Engineer  
Brita Moore-Kutz, Dakota County, VRWJPO Communications and Outreach Specialist  
Brian Wisdorf, Dakota County, Assistant County Attorney, VRWJPO legal counsel  
Ashley Gallagher, Dakota County Soil and Water Conservation District (SWCD), District Manager  
Bruce Johnson, Dakota County SWCD, Supervisor  
Justin Hagel, Dakota County, Assistant County Attorney  
Joshua Murphy, Dakota County, Budget Office Financial Analyst  
Allie Regenscheid, Dakota County, Budget Manager  
Carla Skog, Dakota County, Deputy Director of Finance Operations (virtual)  
Stephanie Salisbury, Apple Valley High School (virtual)

#### 1. Call to Order

Meeting was called to order at 1 p.m. by Chair Slavik.



## **2. Roll Call**

Commissioners Slavik, Wolf, and Droste were in attendance.

## **3. Audience Comments on Items Not on the Agenda**

None.

## **4. Approval of Agenda**

Item 8b, Authorization to Execute a Contract with Sunram Construction, Inc., for the 78-06 South Branch Nitrate Reduction Project Berm Repair, was requested to be moved to the consent agenda as 6e.

*Res. No. VRW 24-43: Motion by Commissioner Wolf to approve the agenda as modified, seconded by Commissioner Droste. Motion carried on a 3-0 voice vote.*

## **5. Approval of Minutes from the August 22, 2024, Meeting**

*Res. No. VRW 24-44: Motion by Commissioner Wolf to approve the minutes, seconded by Commissioner Droste. Motion carried on a 3-0 voice vote.*

## **6. Approval of Consent Agenda**

- a. **Acceptance of Treasurer's Reports**
- b. **Authorization to Execute a Grant Agreement with the Minnesota Board of Water & Soil Resources for Fiscal Year 2024-2025 Watershed-Based Implementation Funding for Vermillion River – City of Farmington, 4<sup>th</sup> and Willow TSS Reduction Project**
- c. **Authorization to Execute a Grant Agreement with the Minnesota Board of Water & Soil Resources for Fiscal Year 2024-2025 Watershed-Based Implementation Funding for Vermillion River – City of Hastings, 15<sup>th</sup> and Bailey TSS Reduction Project**
- d. **Authorization to Execute a Grant Agreement with the Minnesota Board of Water & Soil Resources for Fiscal Year 2024-2025 Watershed-Based Implementation Funding for North Creek – City of Lakeville, Firelight Way TSS Reduction Project**
- e. **Authorization to Execute a Contract with Sunram Construction, Inc., for the 78-06 South Branch Nitrate Reduction Project Berm Repair**

*Res. No. VRW 24-45: Motion by Commissioner Droste to approve the consent agenda, seconded by Commissioner Wolf. Motion carried on a 3-0 voice vote.*



## 7. Approval of Expenses

Travis Thiel presented the expenses submitted between August 1 and August 31, 2024, totaling \$128,319.21, and expenses submitted between September 1 and September 30, 2024, totaling \$55,526.71.

*Res. No. VRW 24-46: Motion by Commissioner Wolf to approve the expenses, seconded by Commissioner Droste. Motion carried on a 3-0 roll call vote.*

## 8. Business Items

### a. Authorization to Execute a Wetland Bank Credit Partnership Agreement with the Minnesota Board of Water and Soil Resources

Travis presented the proposed Wetland Bank Credit Partnership Agreement to construct a wetland impact mitigation bank (wetland bank) on the Mork property in Castle Rock Township. The creation of the wetland bank would be a partnership with the Minnesota Board of Water and Soil Resources (BWSR) where BWSR would use their credits as part of the Local Government Road Wetland Replacement Program for road projects impacting wetlands and the VRWJPO would sell credits for wetland impacts on the open market. The project requires an easement acquisition, which VRWJPO is discussing with the Minnesota Board of Water and Soil Resources (BWSR) and Dakota County SWCD. The agreement would facilitate the VRWJPO in receiving some of the seed money from BWSR for the easement acquisition.

Commissioner Slavik asked if VRWJPO was negotiating the easement, or if Dakota County's Real Estate unit or an outside consultant would be involved. Travis said he is considering options. Kelly Perrine added that the BWSR has a step-by-step process that must be followed for wetland bank easement acquisition. She has met periodically about this with the landowner and plans to meet with the County Real Estate unit.

Sandy Weber suggested also speaking with the real estate agent from the previous Braun Wetland Bank completed in 2021.

*Res. No. VRW 24-47: Motion by Commissioner Droste to authorize executing the agreement, seconded by Commissioner Wolf. Motion carried on a 3-0 voice vote.*

### b. Authorization to Execute a Contract with Sunram Construction, Inc. for the 78-06 South Branch Nitrate Reduction Project Berm Repair

*Approved on Consent Agenda as item 6e.*



**c. Direction on the Format and Operations of the Vermillion River Watershed Planning Commission**

Travis presented options for the WPC that are being considered in the revised VRWJPO empowering joint powers agreement (JPA). The key point of the discussion was the possibility of the WPC moving to a virtual meeting format, which may allow for more success in recruiting and retaining members.

According to Dakota and Scott County legal counsels, the WPC must meet in person if providing recommendations to the JPB, in compliance with Minnesota Open Meeting Law. If the WPC is only providing comments or review, virtual meetings would be permissible. VRWJPO staff were seeking input from the JPB on whether they'd like recommendations or comments from the WPC. The revised JPA no longer specifically mentions that the WPC is subject to Open Meeting Law, but the group may still be subject to it depending on whether they provide recommendations or comments according to state statute.

Another consideration is how often the WPC should meet. Currently, the group meets once a quarter. In some watersheds, the citizen advisory committees only meet when their watershed management plans are being updated or for other policy matters that require their input.

Commissioner Droste asked if the WPC makes formal recommendations at all its meetings. Travis said they typically only make recommendations at the August and November meetings for the draft budget and final budget.

Commissioner Slavik said he'd heard about organizations that have one or two meetings in person per year, as required by law, with the rest being virtual.

Sandy shared her experience from serving on the North Cannon River Watershed Management Organization citizen advisory group during the COVID-19 pandemic, with all virtual meetings. She said there was difficulty with being able to read maps in the online format.

Commissioner Wolf asked Melissa Bokman Ermer if the Scott Watershed Management Organization citizen advisory group met virtually. Melissa said that they meet in person twice a year and otherwise virtually.

Commissioner Slavik said that he appreciates citizens having the opportunity to provide recommendations, as well as that allowing some virtual meetings is a good idea. Commissioner Droste agreed that empowering citizens is a positive for elected officials.

Commissioner Droste asked if the WPC had been meeting quarterly for a long time. Travis said that they used to meet monthly. Droste said it would be good to keep a couple of meetings in-person so people could get to know each other better.



Travis reminded the Commissioners that the revised JPA contains language expanding the WPC residency requirement to anyone who lives in Dakota or Scott County, not just in the area of the watershed boundary.

Commissioner Droste asked for clarification about the distinction between the WPC and other planning commissions, such as in cities. Travis said that the WPC is equivalent to what other watersheds call citizen advisory committees.

Commissioner Slavik suggested that the WPC settle on two in-person and two virtual meetings per year, with recommendations approved at the in-person meetings. He confirmed with Legal Counsel Brian Wisdorf that this format was allowable. Brian reminded the group that any language suggested on this topic would also have to be reviewed by the Scott County Attorney for the JPA.

*Information only.*

## **9. Staff Reports**

### **Justin Hagel**

- The application for a VRWJPO tax identification number has been denied twice by the U.S. Internal Revenue Service (IRS). VRWJPO has been seeking its own number since spring 2024. A third application was submitted on September 17, with no answer so far. The reason given for the denials was that there is no responsible authority listed, though governmental organizations and nonprofits are not typically required to provide one when applying for a tax identification number. Commissioner Slavik suggested reaching out to Congresswoman Angie Craig or either of Minnesota's U.S. Senators for assistance. The IRS's Taxpayer Advocacy Office is also an option the Attorney's office is considering.

### **Joshua Murphy**

- Presented a new potential format for the Treasurer's Report and Expense Reports as requested by the Board. Commissioners responded positively to it, with suggestions on ways to categorize transactions more clearly.

### **Brian Wisdorf**

- Finalizing revisions to the empowering JPA, hoping to have it for the December JPB meeting.

### **Melissa Bokman Ermer**

- The Niagara water bottling facility building is up.



- Received a comment from a Spring Lake Township resident about black water coming out during the Elko New Market pump test, directed to the City for further follow-up.

#### **Jeff Dunn**

- Managing the finances for capital improvement projects, including applying for grants.
- Construction signs posted at in-progress project sites, with QR codes directed to the projects webpage on the VRWJPO website.

#### **Ashley Gallagher**

- The SWCD has hired five new staff within five months, including one new FTE from a BWSR soil health grant.

#### **Kelly Perrine**

- The Met Council requested her to join the Natural Systems Technical Advisory Committee, which is developing a technical assistance package for comprehensive plans.
- The first dose of the Alimagnet Lake alum treatment took place on October 15. A City of Apple Valley intern monitored Secchi depth in the lake before and after the treatment, which showed a threefold improvement in water clarity

#### **Brita Moore-Kutz**

- Brita and Kelly worked at Dakota County SWCD's Outdoor Education Days in September.
- Publicizing the results from Alimagnet alum treatment, East Lake carp removals, and other projects.
- Tabling at Dakota County Fix-It Clinic at Pleasant Hill Library in Hastings on November 16.

#### **Travis Thiel**

- Continues to hear concerns from stakeholders and residents about data centers and high-water users, asking what VRWJPO is doing about it. The organization does not take a position on whether to allow data centers and would like more information from them. Proposed data center companies submit environmental review documents to state agencies, which VRWJPO also reviews. The Dakota County Environmental Resources Department is discussing options for decision-making at the county, watershed, and city levels, and how to best inform elected officials. Commissioner Slavik asked that VRWJPO staff send the Board copies of comments on environmental reviews.





**10. Adjourn**

*Motion by Commissioner Wolf to adjourn, seconded by Commissioner Droste. Motion carried on a 3-0 voice vote.*

Next Meeting Date: Thursday, December 5, 2024, at 1 p.m. in Conference Room A at the Dakota County Extension and Conservation Center, 4100 220<sup>th</sup> Street West, Farmington, MN, and via teleconference on Microsoft Teams.

Respectfully submitted by

Brita Moore-Kutz

Communications & Outreach Specialist for the Vermillion River Watershed Joint Powers Organization

Attest

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Secretary/ Treasurer

\_\_\_\_\_  
Date



**2024 Vermillion River Watershed Joint Powers Organization  
Treasurer's Report  
October 2024**

	<u>Budget Amounts</u>	<u>Expenses to Date</u>	<u>Expenses Pending</u>	<u>Account Balance</u>
A. Administration & Operations (601-5010001-00000000)	\$ 215,500.00	\$ 115,354.29	\$ 13,450.25	\$ 86,695.46
B. Research & Planning (601-5010001-50100130)	\$ 93,000.00	\$ 76,710.33	\$ 5,790.34	\$ 10,499.33
C. Monitoring & Assessment (601-5010001-50100230)	\$ 155,750.00	\$ 60,389.83	\$ 47,143.31	\$ 48,216.86
D. Public Communications & Outreach (601-5010001-50100330)	\$ 171,580.00	\$ 109,110.24	\$ 16,528.04	\$ 45,941.72
E. Irrigation and Irrigation Audit (601-5010001-50100431)	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
F. Regulation (601-5010001-50100530)	\$ 55,930.00	\$ 38,570.02	\$ 6,779.74	\$ 10,580.24
G. Coordination & Collaboration (601-5010001-50100531)	\$ 50,600.00	\$ 25,804.80	\$ 1,073.28	\$ 23,721.92
H. Feasibility/Preliminary Studies (601-5010001-50100631)	\$ 340,000.00	\$ 61,906.28	\$ 9,205.88	\$ 268,887.84
I. Capital Improvement Projects (601-5020001-50200130)	\$ 394,500.00	\$ 71,033.46	\$ 20,252.44	\$ 303,214.10
J. Lakeville East Lake Restoration (601-5010001-50100858)	\$ -	\$ -	\$ -	\$ -
K. CWF Comp Grant (BWSR) Foxborough TSS (601-5010001-50100859)	\$ 26,500.00	\$ -	\$ 322.92	\$ 26,177.08
L. CWF Comp Grant (BWSR) Ravenna Trail (601-5010001-50100860)	\$ 27,500.00	\$ 5,592.11	\$ 307,987.12	\$ (286,079.23)
M. 2022-2023 WBIF Grant (BWSR) Middle Creek (601-5010001-50100861)	\$ 21,000.00	\$ 757.10	\$ -	\$ 20,242.90
N. 2023 CWF Competitive Grant (BWSR) East Lake (601-5020001-50200230 aka 0863)	\$ 127,500.00	\$ 7,752.94	\$ 440.71	\$ 119,306.35
O. 2022-2025 WBIF Grant (BWSR) Alimagnet Alum PPM 2000304 (601-5020001-50200330 0864)	\$ 200,500.00	\$ 21,210.25	\$ 2,546.90	\$ 176,742.85
P. Lakeville Capital Projects 24-02 and 24-20 Cost Share (601-501001-5010865)	\$ 370,000.00	\$ -	\$ -	\$ 370,000.00
Q. Rosemount Campus Infiltration Basins (601-5010001-5010866)	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
R. 2024 CWF Competitive Grant (MDH) Water Conservation and LCW Marketing (601-5010001-5010867)	\$ 62,500.00	\$ 58,680.00	\$ 3,820.00	\$ -
S. Wetland Bank (601-5010001-50100930)	\$ 406,800.00	\$ -	\$ -	\$ 406,800.00
<b>VRW JPO Revised Budget Expense TOTAL</b>	<b>\$ 2,749,160.00</b>	<b>\$ 652,871.65</b>	<b>\$ 435,340.93</b>	<b>\$ 1,660,947.42</b>

Budget Funding Sources

Wetland Bank	\$406,800.00
CIP Reserve	\$664,623.00
CIP Reserve Grant Match	\$21,500.00
Fund Balance from Underspending in Previous Year	\$672,000.00
CWF Grant (BWSR) Competitive 2022	\$420,750.00
CWF Grant (BWSR) Competitive 2023	\$150,000.00
CWF Grant WBIF (BWSR) 2022-2025	\$198,000.00
CPL Grant (DNR) 2022-2025	\$0.00
CWF Grant (BWSR) Competitive 2024	\$143,500.00
CWF Grant (MDH) Competitive 2024	\$50,000.00
Partner Match for MDH CWF Grant	\$15,000.00
Fee's on Permitting Activities	\$1,000.00
Dakota County Levy	\$965,600.00
Scott County Levy	\$34,400.00
Investment Earnings	\$14,000.00
<b>Total</b>	<b>\$3,757,173.00</b>

**6b. Approval of Dates for 2025 Vermillion River Watershed Joint Powers Board Meetings**

Meeting Date: 12/5/2024  
Item Type: Consent-Action  
Contact: Travis Thiel  
Telephone: 952-891-7546  
Prepared by: Travis Thiel  
Reviewed by: N/A



**PURPOSE/ACTION REQUESTED**

- Approval of dates for 2025 Vermillion River Watershed Joint Powers Board (VRWJPB) meetings

**SUMMARY**

The VRWJPB meetings are held on the fourth Thursday of every month (except November and December, when changes are made to accommodate holidays) at 1 p.m. at the Dakota County Extension and Conservation Center. It is proposed that the 2025 VRWJPB meetings continue on the same basis, according to the following schedule:

- January 23
- February 27
- March 27
- April 24
- May 22
- June 26
- July 24
- August 28
- September 25
- October 23
- December 4

**EXPLANATION OF FISCAL/FTE IMPACT**

None

**RESOLUTION**

**6b. Approval of Dates for 2025 Vermillion River Watershed Joint Powers Board Meetings**

**WHEREAS**, the Vermillion River Watershed Joint Powers Board is required by its Joint Powers Agreement to hold regular meetings, at least annually; and

**WHEREAS**, regularly scheduled meetings of the Vermillion River Watershed Joint Powers Board are required to complete its business in a timely and responsible manner;

**NOW, THEREFORE, BE IT RESOLVED**, that in calendar year 2025, the Vermillion River Watershed Joint Powers Board will meet on the fourth Thursday of the month (except in November and December) at 1 p.m., according to the following schedule:

- January 23
- February 27
- March 27
- April 24
- May 22
- June 26
- July 24
- August 28
- September 25
- October 23
- December 4

**6c. Authorization to Execute a Joint Powers Agreement with the City of Lakeville and Dakota County for North Creek – City of Lakeville, Firelight Way Total Suspended Solids Reduction Project**

Meeting Date: 12/5/2024  
Item Type: Consent-Action  
Contact: Jeff Dunn  
Telephone: 952-891-7140  
Prepared by: Jeff Dunn  
Reviewed by: N/A



**PURPOSE/ACTION REQUESTED**

- Authorization to execute a joint powers agreement (JPA) with the City of Lakeville and Dakota County for North Creek – City of Lakeville, Firelight Way Total Suspended Solids (TSS) Reduction Project.

**SUMMARY**

The Vermillion River Watershed Joint Powers Organization (VRWJPO) staff requests execution of a JPA with the City of Lakeville (City) and Dakota County (County) to convey Watershed-Based Implementation Funding (Grant) and VRWJPO cash match to the City for the Firelight Way TSS Reduction Project (Project).

In 2024, VRWJPO staff applied for and received Grant funding for design and construction of a hydrodynamic separator (HDS) near the intersection of Flagstaff Avenue and Firelight Way in Lakeville, MN. A HDS is a stormwater management device that uses flow-through structures with a settling or separation unit to remove sediment and other pollutants from stormwater runoff, which will improve water quality in North Creek.

The estimated cost for the Project is \$296,010. The Grant would provide up to \$184,300 towards the Project funding. The Grant requires a minimum 10 percent local match that is being met using a combination of funding from City, County, and the VRWJPO. The VRWJPO and County will both contribute \$10,000 each, for a total of \$20,000 in cash match toward the Project. The City will contribute \$91,710 in cash match towards the Project. The VRWJPO will pass through grant funding to the City in the amount of \$184,300.

VRWJPO staff recommends executing a JPA for the Project with a VRWJPO contribution in an amount not to exceed \$194,300.

**EXPLANATION OF FISCAL/FTE IMPACT**

The VRWJPO will pass through \$184,300 in Grant funding, provide up to \$10,000 in cash match, and provide in-kind grant administration services from the Capital Improvement Projects portion of the VRWJPO Budget.

**Supporting Documents:**

Attachment A. Joint Powers Agreement with Lakeville and Dakota County for Firelight Way TSS Reduction Project

**Previous Board Action(s):**

**RESOLUTION**

**6c. Authorization to Execute a Joint Powers Agreement with the City of Lakeville and Dakota County for North Creek – City of Lakeville, Firelight Way Total Suspended Solids Reduction Project**

**WHEREAS**, in 2024, the Vermillion River Watershed Joint Powers Organization (VRWJPO) applied for Watershed Based Initiative Funding (Grant) for the Firelight Way Total Suspended Solids (TSS) Reduction Project (Project); and

**WHEREAS**, the Project is located near Flagstaff Avenue and Firelight Way in Lakeville, MN; and

**WHEREAS**, the estimated cost of the Project is \$296,010; and

**WHEREAS**, the Grant award provides up to \$184,300 for design and construction of the Project; and

**WHEREAS**, the Project will reduce TSS and will result in improved water quality conditions in North Creek; and

**WHEREAS**, the Grant requires a minimum 10 percent local match, which will be provided using a combination of funding from City of Lakeville, Dakota County, and the VRWJPO; and

**WHEREAS**, the VRWJPO will pass through the Grant funding, directly contribute up to \$10,000 toward the local match, and provide in-kind grant administration services that will be paid from the Capital Improvement Project category of the VRWJPO budget; and

**WHEREAS**, the Project activities are planned to be implemented in 2025, 2026, and 2027; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Vermillion River Watershed Joint Powers Board authorizes its chair to execute a Joint Powers Agreement with the City of Lakeville and Dakota County with a Vermillion River Watershed Joint Powers Organization contribution in an amount not to exceed \$194,300 for North Creek – City of Lakeville, Firelight Way TSS Reduction Project as presented to the Vermillion River Watershed Joint Powers Board at its meeting on December 5, 2024; subject to approval by the Dakota County Attorney’s Office as to form.

**JOINT POWERS AGREEMENT FOR  
THE FIRELIGHT WAY TSS REDUCTION PROJECT  
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION,  
THE CITY OF LAKEVILLE, AND DAKOTA COUNTY  
CITY PROJECT 24-44**

**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**, the City of Lakeville (City) is a governmental and political subdivision of the State of Minnesota; and

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

**WHEREAS**, Firelight Way in Lakeville is located directly adjacent to North Creek, a tributary to the Vermillion River; and

**WHEREAS**, North Creek and the Vermillion River are identified on the EPA's 303d Impaired Waters List for total suspended solids (TSS); and

**WHEREAS**, stormwater outfalls contribute sediment loading to downstream reaches of North Creek and the Vermillion River; and

**WHEREAS**, a stormwater outfall near Firelight Way was identified as a high sediment loading source to this section of North Creek; and

**WHEREAS**, restoration strategies were identified in the WRAPS report to identify and implement sediment reduction BMPs on public lands in the North Creek subwatershed; and

**WHEREAS**, reducing the sediment load in North Creek through stormwater treatment before being discharged to North Creek (Project) will address the TSS impairment affecting North Creek and the Vermillion River; and

**WHEREAS**, the estimated Project cost is \$296,010(Project Cost); and

**WHEREAS**, the VRWJPO was awarded a \$184,300 Watershed Based Implementation Funding Grant (Grant) from the Minnesota Board of Water and Soil Resources (BWSR) in accordance with the BWSR Grant Agreement, attached and incorporated herein as **Exhibit A**; and

**WHEREAS**, the Grant has a minimum match requirement equal to 10% of the amount of Grant monies awarded, either in the form of cash or in-kind services; and

**WHEREAS**, the VRWJPO, City, and County have included cash matches collectively totaling at least 10% of the Grant Amount(defined in Section 7.2 herein) used for Project costs in their Capital Improvement Plans for the Project to be applied towards the Project Cost after the City's application of the Grant Amount and will jointly participate in the design, construction, and related activities for the Project to the extent specified herein; and

**WHEREAS**, the VRWJPO, the City, and County will follow all applicable BWSR Grant policies and requirements relevant to each party's participation in the Project.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the City, County, and VRWJPO shall derive from this Agreement, the VRWJPO, City, and County hereby enter into this Agreement for the purposes stated herein.

**ARTICLE 1  
PURPOSE**

This Agreement defines the Project responsibilities and Project cost-sharing obligations of the VRWJPO, City, and County.

**ARTICLE 2  
PARTIES**

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

**ARTICLE 3  
TERM**

This Agreement is effective upon the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2027, 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, City, 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, City, and County 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 will be designed using appropriate practice standards for design, construction, operation, and maintenance. Appropriate practice standards from the United States Department of Agriculture's Natural Resources Conservation Service Field Office Technical Guide, Minnesota Stormwater Manual, or other scientifically appropriate and applicable standards can be used. Vegetative practices must follow the BWSR Board adopted Native Vegetation Establishment and Enhancement Guidelines. The engineer(s) providing technical and quality assurance will certify that the Project was installed or constructed consistent with the applicable plans and specifications, including approved modifications, prior to authorization for payment by the VRWJPO or County. An as-built plan set will be provided to the VRWJPO by the engineer(s) immediately following Project completion as part of the required Project certification.

**ARTICLE 6  
PROJECT PLANS AND SPECIFICATIONS**

The City is the lead agency for design and construction administration of the Project, effective upon execution of this Agreement by all parties. The VRWJPO, City, and County shall approve the plans and specifications (Project Plans) prior to the City advertising for bids.



## **ARTICLE 7 PAYMENT**

**7.1** The City shall administer the contract(s) for the Project and act as the paying agent for all payments to the contractor(s).

**7.2** The Grant will reimburse project-related activities up to \$184,300 (Grant Amount) related to the engineering, permitting, bidding and construction of the Project. Disbursement of the Grant Funds shall be subject to Section 7.6 and terms of the BWSR Grant Agreement (Exhibit A).

**7.3** The parties shall make the following contributions toward the Project Cost in accordance with the following payment schedule and Section 7.9 in consideration of the benefit provided by restoration activities on the Project in accordance with the Project Plans. The City will administer the contract(s) for the Project and act as the paying agent for all payments to the contractor(s).

**7.3.1** The County, by and through its Environmental Resources Department, shall contribute \$10,000 toward the Project Cost.

**7.3.2** The City shall contribute \$91,710 toward the Project Cost.

**7.3.3** The VRWJPO shall contribute \$10,000 toward the Project Cost and will pass through Grant Amount for eligible project-related activity expenses.

**7.4** The City's maximum eligible reimbursement is up to \$204,300 when accounting for the Grant Amount, VRWJPO cash contribution, and County cash contribution.

**7.5** No payment by the parties shall be made prior to approval of the Project Plans by the VRWJPO, City, and County.

**7.6** Under the terms of the Grant, the VRWJPO will receive the Grant Amount in the following disbursements: (a) 50% after execution of the Grant; (b) 40% after the first 50% has been expended and Grant reporting requirements are met; and (c) 10% after final Grant requirements are met. The VRWJPO will make progress payments to the City, if requested, on a reimbursement basis, contingent upon the VRWJPO's receipt of adequate Grant disbursements to make City requested payments. Ten percent (10%) of the Agreement maximum shall be withheld until the VRWJPO has verified that the Project has been installed according to this Agreement and the Project Plans. All requests for payment shall be supported by itemized Project receipts and invoices determined by the VRWJPO to be practical and reasonable for completion of the Project.

**7.7** The VRWJPO and County may refuse to pay claims not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO and/or County from questioning the propriety of the claim. The VRWJPO and County reserve the right to be repaid for any overpayment or disallowed claim.

**7.8** Subject to Sections 7.9, 7.10 and Article 12, the VRWJPO and County shall pay the City their share of the Project Cost upon receipt of the Project certification pursuant to Article 5 up to the maximum amounts identified in Sections 7.3.1 and 7.3.3. The City shall invoice the County and VRWJPO for their share of Project Cost once the Project certification is provided to the parties. The VRWJPO and County shall make payment to the City within thirty-five (35) days of receipt of an invoice from the City provided the invoice shall be supported by itemized Project receipts and invoices from the City's contractor(s).

**7.9** The VRWJPO and County may refuse to pay/reimburse an invoice for services or fees not specifically authorized by this Agreement. Payment of an invoice shall not preclude the VRWJPO and County from questioning the propriety of the claimed services or fees. The VRWJPO and County reserve the right to be repaid for any overpayment or disallowed claimed services or fees.

**7.10** All services provided by the VRWJPO under the BWSR Grant Agreement (Exhibit A) or through this Agreement, and services provided by the City and the County to the VRWJPO through this Agreement must be performed to the State's satisfaction pursuant to Exhibit A and the BWSR approved work plan.

## **ARTICLE 8 CITY OBLIGATIONS**

**8.1 AUTHORIZED PURPOSE.** The funds, including the Grant Amount, provided under the terms of this Agreement may only be used by the City for the payment of costs directly related to the Project.

**8.2 CONSTRUCTION REQUIREMENTS.** The Project shall be constructed according to the Project Plans. The VRWJPO, City, 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 City's contracts with the construction firm or professional services firm.

**8.4 RIGHT-OF-ENTRY.** The City hereby permits the VRWJPO and County, its employees, duly authorized representatives and agents to enter upon and have rights of ingress and egress over and access at reasonable times to the real property where the Project will be located to inspect the construction of the Project. Notwithstanding the right to inspect, neither the VRWJPO nor County is obligated hereunder to inspect the work performed on the Project.

**8.5 OPERATION AND MAINTENANCE.** The City shall be responsible for on-going maintenance of the Project or will request shared responsibility with the VRWJPO for on-going maintenance of the Project upon completion for a minimum of 25 years unless a failure occurs from an Act of God or Force Majeure occurs such that it is cost prohibitive to repair or maintain.

**8.6 COMPLIANCE WITH LAWS/STANDARDS.** The City 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.

**8.7 PUBLICITY.** The City hereby permits the VRWJPO and County to take and disclose photographs of the Project for use in publications or promotional material or on their websites to highlight the VRWJPO's programs. The City, County, and VRWJPO shall appropriately acknowledge the funding provided by the VRWJPO, County, City, the State of Minnesota, and the Clean Water, Land, and Legacy Amendment in any promotional materials, signage, reports, publications, notices, and presentations related to the Project. This section shall survive the expiration or termination of this Agreement.

## **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 parties, or officers, employees or agents or the other parties. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the VRWJPO, City, and the County. Each party warrants that it 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 any 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.

**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 made 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 14955 Galaxie Avenue Apple Valley, MN 55124 Telephone: (952) 891-7030 <a href="mailto:mike.slavik@co.dakota.mn.us">mike.slavik@co.dakota.mn.us</a>
TO THE CITY:	Justin Miller or successor, City Administrator City of Lakeville 20195 Holyoke Avenue Lakeville, MN 55044 Telephone: (952) 985-4400 <a href="mailto:jmiller@lakevillemn.gov">jmiller@lakevillemn.gov</a>
TO THE COUNTY:	Georg T. Fischer, Director Physical Development Division 14955 Galaxie Avenue Apple Valley, MN 55124 Telephone: (952) 891-7007 <a href="mailto:georg.fischer@co.dakota.mn.us">georg.fischer@co.dakota.mn.us</a>

In addition, regarding termination of this Agreement by the shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 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, City, and the County. The VRWJPO, City, 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) 891-7546 Email: <a href="mailto:jeff.dunn@co.dakota.mn.us">jeff.dunn@co.dakota.mn.us</a>
City Liaison:	McKenzie Cafferty Environmental Resources Manager Telephone: (952) 985-4520 Email: <a href="mailto:mcafferty@lakevillemn.gov">mcafferty@lakevillemn.gov</a>
County Liaison	Cole Johnson Environmental Resources Manager Telephone: (952) 891-7539 Email: <a href="mailto:cole.johnson@co.dakota.mn.us">cole.johnson@co.dakota.mn.us</a>

**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, City, and County.

**ARTICLE 12  
TERMINATION**

**12.1 IN GENERAL.** Any party may terminate this Agreement for cause by giving seven days' written notice of its intent to terminate, to the other parties. 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 City or 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 parties. 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 BY VRWJPO OR COUNTY 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 after written notice of termination for lack of funding. The party terminating under this provision for lack of funding will pay for expenses incurred by the other parties hereto up to Notice of Termination for work on the Project.

**12.3 REPAYMENT OF GRANT AMOUNT.** If this Agreement is terminated pursuant to this Article 12, the City shall repay the Grant Amount received as of the date of termination to the VRWJPO, who shall return the Grant Amount to the BWSR, and the County and VRWJPO shall reimburse the City for their pro-rata share (based on the parties contributions set forth in Sections 7.3.1 through 7.3.3) of the Project Cost incurred as of the date of termination. The City shall be responsible for the remaining amount of the Project Cost as of the date of the termination.

**ARTICLE 13  
MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed under 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 any party.

**ARTICLE 16  
GOVERNMENT DATA PRACTICES**

The City, 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 City, County, or the VRWJPO.

**ARTICLE 17  
SURVIVABILITY**

The provisions of articles 8.3 (Construction and Design Failures), 8.5 (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 parties 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.

**CITY OF LAKEVILLE**

By \_\_\_\_\_  
Justin Miller or successor, City Administrator  
Date of Signature: \_\_\_\_\_

By \_\_\_\_\_  
Ann Orlofsky, City Clerk  
Date of Signature: \_\_\_\_\_

**VERMILLION RIVER WATERSHED  
JOINT POWERS ORGANIZATION**

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

**DAKOTA COUNTY**

By \_\_\_\_\_  
Georg T. Fischer, Director  
Physical Development Division  
Date of Signature: \_\_\_\_\_

Approved as to form:<sup>1</sup>

/s/ Brian J. Wisdorf      11/26/2024  
Assistant Dakota County Attorney/Date  
KS-24-743  
VRW Res. No.  
KS-24-756  
Dakota County Board Res. No.

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<sup>1</sup> Dakota County Attorney's Office approved as to form for both Dakota County and the Vermillion River Watershed Joint Powers Organization

**6d. Authorization to Execute a Joint Powers Agreement with the City of Farmington and Dakota County for Vermillion River – City of Farmington, 4<sup>th</sup> and Willow Total TSS Reduction Project**

Meeting Date: 12/5/2024  
Item Type: Consent-Action  
Contact: Jeff Dunn  
Telephone: 952-891-7140  
Prepared by: Jeff Dunn  
Reviewed by: N/A



**PURPOSE/ACTION REQUESTED**

- Authorization to execute a joint powers agreement (JPA) with the City of Farmington and Dakota County for Vermillion River – City of Farmington, 4<sup>th</sup> and Willow Total Suspended Solids (TSS) Reduction Project.

**SUMMARY**

The Vermillion River Watershed Joint Powers Organization (VRWJPO) staff requests execution of a JPA with the City of Farmington (City) and Dakota County (County) to convey Watershed-Based Implementation Funding (Grant) and VRWJPO cash match to the City for the 4<sup>th</sup> and Willow TSS Reduction Project (Project).

In 2024, VRWJPO staff applied for and received Grant funding for design and construction of a hydrodynamic separator (HDS) near the intersection of 4<sup>th</sup> Street and Willow Street in Farmington, MN. A HDS is a stormwater management device that uses flow-through structures with a settling or separation unit to remove TSS and other pollutants from stormwater runoff, which will improve water quality in the nearby Vermillion River.

The estimated cost for the Project is \$117,120. The Grant would provide up to \$71,013 towards the Project funding. The Grant requires a minimum 10 percent local match that is being met using a combination of funding from the City, County, and the VRWJPO. The VRWJPO will pass through Grant funding in the amount of \$71,013 and contribute \$39,207 in cash match towards the Project. The City will contribute \$1,900 in cash match towards the Project. The County will contribute \$5,000 in cash match towards the Project.

VRWJPO staff recommends executing a JPA for the Project with a VRWJPO contribution in an amount not to exceed \$110,220.

**EXPLANATION OF FISCAL/FTE IMPACT**

The VRWJPO will pass through \$71,013 in Grant funding, provide up to \$39,207 in cash match, and will provide in-kind grant administration services from the Capital Improvement Projects portion of the VRWJPO Budget.

**Supporting Documents:**

Attachment A: Joint Powers Agreement with Farmington and Dakota County for 4<sup>th</sup> and Willow TSS Reduction Project

**Previous Board Action(s):**

**RESOLUTION**

**6d. Authorization to Execute a Joint Powers Agreement with the City of Farmington and Dakota County for Vermillion River – City of Farmington, 4th and Willow Total TSS Reduction Project**

**WHEREAS**, in 2024, the Vermillion River Watershed Joint Powers Organization (VRWJPO) applied for Watershed Based Initiative Funding (Grant) for the 4<sup>th</sup> and Willow Total Suspended Solids (TSS) Reduction Project (Project); and

**WHEREAS**, the Project is located near 4th Street and Willow Street in Farmington, MN; and

**WHEREAS**, the estimated cost of the Project is \$117,120; and

**WHEREAS**, the Grant award provides up to \$71,013 for design and construction of the Project; and

**WHEREAS**, the Project will reduce TSS and will result in improved water quality conditions in the Vermillion River; and

**WHEREAS**, the Grant requires a minimum 10 percent local match, which will be provided using a combination of funding from City of Farmington, Dakota County, and the VRWJPO; and

**WHEREAS**, the VRWJPO will pass through Grant funding, directly contribute up to \$39,207 toward the local match, and provide in-kind grant administration services that will be paid for from the Capital Improvement Project category of the VRWJPO budget.

**WHEREAS**, the Project activities are planned to be implemented in 2025, 2026, and 2027; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Vermillion River Watershed Joint Powers Board authorizes its chair to execute a Joint Powers Agreement with the City of Farmington and Dakota County with a Vermillion River Watershed Joint Powers Organization contribution in an amount not to exceed \$110,220 for Vermillion River – City of Farmington, 4<sup>th</sup> and Willow TSS Reduction Project as presented to the Vermillion River Watershed Joint Powers Board at its meeting on December 5, 2024; subject to approval by the Dakota County Attorney’s Office as to form.



**JOINT POWERS AGREEMENT FOR  
THE 4<sup>th</sup> AND WILLOW TSS REDUCTION PROJECT  
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION,  
THE CITY OF FARMINGTON, 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**, the City of Farmington (City) is a governmental and political subdivision of the State of Minnesota; and

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

**WHEREAS**, 4<sup>th</sup> and Willow in Farmington is located directly adjacent to the Middle Mainstem of the Vermillion River; and

**WHEREAS**, Middle Mainstem of the Vermillion River is identified on the EPA's 303d Impaired Waters List for total suspended solids (TSS); and

**WHEREAS**, stormwater outfalls contribute sediment loading to downstream reaches of the Middle Mainstem of the Vermillion River; and

**WHEREAS**, a stormwater outfall near 4<sup>th</sup> and Willow was identified as a high sediment loading source to this section of Middle Mainstem; and

**WHEREAS**, restoration strategies were identified in the WRAPS report to identify and implement sediment reduction BMPs on public lands in the Middle Mainstem subwatershed; and

**WHEREAS**, reducing the sediment load in the Middle Mainstem through stormwater treatment before being discharged to the Vermillion River (Project) will address the TSS impairment affecting Middle Mainstem and the Vermillion River; and

**WHEREAS**, the estimated Project cost is \$117,120 (Project Cost); and

**WHEREAS**, the VRWJPO was awarded a \$71,013 Watershed Based Implementation Funding Grant (Grant) from the Minnesota Board of Water and Soil Resources (BWSR) in accordance with the BWSR Grant Agreement, attached and incorporated herein as **Exhibit A**; and

**WHEREAS**, the Grant has a minimum match requirement equal to 10% of the amount of Grant monies awarded, either in the form of cash or in-kind services; and

**WHEREAS**, the VRWJPO, City, and County have included cash matches collectively totaling at least 10% of the Grant Amount (defined in Section 7.2 herein) in their Capital Improvement Plans for the Project to be applied towards the Project Cost after the City's application of the Grant Amount and will jointly participate in the design, construction, and related activities for the Project to the extent specified herein; and

**WHEREAS**, the VRWJPO, the City, and County will follow all applicable BWSR Grant policies and requirements relevant to each party's participation in the Project.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the City, County, and VRWJPO shall derive from this Agreement, the VRWJPO, City, and County hereby enter into this Agreement for the purposes stated herein.

**ARTICLE 1  
PURPOSE**

This Agreement defines the Project responsibilities and Project cost-sharing obligations of the VRWJPO, City, and County.

**ARTICLE 2  
PARTIES**

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

**ARTICLE 3  
TERM**

This Agreement is effective upon the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2027, 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, City, 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, City, and County 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 will be designed using appropriate practice standards for design, construction, operation, and maintenance. Appropriate practice standards from the United States Department of Agriculture's Natural Resources Conservation Service Field Office Technical Guide, Minnesota Stormwater Manual, or other scientifically appropriate and applicable standards can be used. Vegetative practices must follow the BWSR Board adopted Native Vegetation Establishment and Enhancement Guidelines. The engineer(s) providing technical and quality assurance will certify that the Project was installed or constructed consistent with the applicable plans and specifications, including approved modifications, prior to authorization for payment by the VRWJPO or County. An as-built plan set will be provided to the VRWJPO by the engineer(s) immediately following Project completion as part of the required Project certification.

**ARTICLE 6  
PROJECT PLANS AND SPECIFICATIONS**

The City is the lead agency for design and construction administration of the Project, effective upon execution of this Agreement by all parties. The VRWJPO, City, and County shall approve the plans and specifications (Project Plans) prior to the City advertising for bids.

## **ARTICLE 7 PAYMENT**

**7.1** The City shall administer the contract(s) for the Project and act as the paying agent for all payments to the contractor(s).

**7.2** The Grant will reimburse project-related activities up to \$71,013 (Grant Amount) related to the engineering, permitting, bidding and construction of the Project.

**7.3** The parties shall make the following contributions toward the Project Cost in accordance with the following payment schedule and Section 7.9 in consideration of the benefit provided by restoration activities on the Project in accordance with the Project Plans. The City will administer the contract(s) for the Project and act as the paying agent for all payments to the contractor(s).

**7.3.1** The County, by and through its Environmental Resources Department, shall contribute \$5,000 toward the Project Cost.

**7.3.2** The City shall contribute \$1,900 toward the Project Cost.

**7.3.3** The VRWJPO shall contribute \$39,207 toward the Project Cost and will pass through Grant Amount as reimbursement for eligible project-related activity expenses.

**7.4** The City's maximum eligible reimbursement is up to \$115,220 when accounting for the Grant Amount, VRWJPO cash contribution, and County cash contribution.

**7.5** No payment by the parties shall be made prior to approval of the Project Plans by the VRWJPO, City, and County.

**7.6** Under the terms of the Grant, the VRWJPO will receive the Grant Amount in the following disbursements: (a) 50% after execution of the Grant; (b) 40% after the first 50% has been expended and Grant reporting requirements are met; and (c) 10% after final Grant requirements are met. The VRWJPO will make progress payments to the City, if requested, on a reimbursement basis, contingent upon the VRWJPO's receipt of adequate Grant disbursements to make City requested payments. Ten percent (10%) of the Agreement maximum shall be withheld until the VRWJPO has verified that the Project has been installed according to this Agreement and the Project Plans. All requests for payment shall be supported by itemized Project receipts and invoices determined by the VRWJPO to be practical and reasonable for completion of the Project.

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**7.8** Subject to Sections 7.9, 7.10 and Article 12, the VRWJPO and County shall pay the City their share of the Project Cost upon receipt of the Project certification pursuant to Article 5 up to the maximum amounts identified in Sections 7.3.1 and 7.3.3. The City shall invoice the County and VRWJPO for their share of Project Cost once the Project certification is provided to the parties. The VRWJPO and County shall make payment to the City within thirty-five (35) days of receipt of an invoice from the City provided the invoice shall be supported by itemized Project receipts and invoices from the City's contractor(s).

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**7.10** All services provided by the VRWJPO under the BWSR Grant Agreement (Exhibit A) or through this Agreement, and services provided by the City and the County to the VRWJPO through this Agreement must be performed to the State's satisfaction pursuant to Exhibit A and the BWSR approved work plan.

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**8.1 AUTHORIZED PURPOSE.** The funds, including the Grant Amount, provided under the terms of this Agreement may only be used by the City for the payment of costs directly related to the Project.

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**8.7 PUBLICITY.** The City hereby permits the VRWJPO and County to take and disclose photographs of the Project for use in publications or promotional material or on their websites to highlight the VRWJPO's programs. The City, County, and VRWJPO shall appropriately acknowledge the funding provided by the VRWJPO, County, City, the State of Minnesota, and the Clean Water, Land, and Legacy Amendment in any promotional materials, signage, reports, publications, notices, and presentations related to the Project. This section shall survive the expiration or termination of this Agreement.

## **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 parties, or officers, employees or agents or the other parties. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the VRWJPO, City, and the County. Each party warrants that it 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 any 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.

**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 made 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  
14955 Galaxie Avenue  
Apple Valley, MN 55124  
Telephone: (952) 891-7030  
[mike.slavik@co.dakota.mn.us](mailto:mike.slavik@co.dakota.mn.us)

TO THE CITY:        Joshua Hoyt or successor, Mayor  
430 Third Street  
Farmington, MN 55024  
Telephone: (651) 280-6800  
[JHoyt@Farmingtonmn.gov](mailto:JHoyt@Farmingtonmn.gov)

TO THE COUNTY:     Georg T. Fischer, Director  
Physical Development Division  
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, regarding termination of this Agreement by the shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 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, City, and the County. The VRWJPO, City, 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, PE  
Water Resources Engineer  
Telephone: (952) 891-7546  
Email: [jeff.dunn@co.dakota.mn.us](mailto:jeff.dunn@co.dakota.mn.us)

City Liaison:        John Powell, PE  
Public Works Director/City Engineer  
Telephone: (651) 280-6841  
Email: [jpowell@farmingtonmn.gov](mailto:jpowell@farmingtonmn.gov)

County Liaison      Cole Johnson, PE  
Water Resources Project Supervisor  
Telephone: (952) 891-7539  
Email: [cole.johnson@co.dakota.mn.us](mailto:cole.johnson@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, City, and County.

**ARTICLE 12  
TERMINATION**

**12.1 IN GENERAL.** Any party may terminate this Agreement for cause by giving seven days' written notice of its intent to terminate, to the other parties. 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 City or 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 parties. 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 BY VRWJPO OR COUNTY 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 after written notice of termination for lack of funding. The party terminating under this provision for lack of funding will pay for expenses incurred by the other parties hereto up to Notice of Termination for work on the Project.

**12.3 REPAYMENT OF GRANT AMOUNT.** If this Agreement is terminated pursuant to this Article 12, the City shall repay the Grant Amount received as of the date of termination to the VRWJPO, who shall return the Grant Amount to the BWSR, and the County and VRWJPO shall reimburse the City for their pro-rata share (based on the parties contributions set forth in Sections 7.3.1 through 7.3.3) of the Project Cost incurred as of the date of termination. The City shall be responsible for the remaining amount of the Project Cost as of the date of the termination.

**ARTICLE 13  
MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed under 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 any party.

**ARTICLE 16  
GOVERNMENT DATA PRACTICES**

The City, 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 City, County, or the VRWJPO.

**ARTICLE 17  
SURVIVABILITY**

The provisions of articles 8.3 (Construction and Design Failures), 8.5 (Operation and Maintenance), 9 (Indemnification), 12 (Termination), 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 parties 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.

**CITY OF FARMINGTON**

By \_\_\_\_\_  
Joshua Hoyt or successor, Mayor  
Date of Signature: \_\_\_\_\_

By \_\_\_\_\_  
Shirley Buecksler, City Clerk  
Date of Signature: \_\_\_\_\_

**VERMILLION RIVER WATERSHED  
JOINT POWERS ORGANIZATION**

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

**DAKOTA COUNTY**

By \_\_\_\_\_  
Georg T. Fischer, Director  
Physical Development Division  
Date of Signature: \_\_\_\_\_

Approved as to form:<sup>1</sup>

/s/ Brian J. Wisdorf 11/26/2024  
Assistant Dakota County Attorney/Date  
KS-24-741  
VRW Res. No.  
KS-24-754  
Dakota County Board Res. No.

---

<sup>1</sup> Dakota County Attorney's Office approved as to form for both Dakota County and the Vermillion River Watershed Joint Powers Organization



**6e. Authorization to Execute a Joint Powers Agreement with the City of Hastings and Dakota County for Vermillion River – City of Hastings, 15<sup>th</sup> and Bailey Total Suspended Solids Reduction Project**

Meeting Date: 12/5/2024  
Item Type: Consent-Action  
Contact: Jeff Dunn  
Telephone: 952-891-7140  
Prepared by: Jeff Dunn  
Reviewed by: N/A



**PURPOSE/ACTION REQUESTED**

- Authorization to execute a joint powers agreement (JPA) with the City of Hastings and Dakota County for Vermillion River – City of Hastings, 15<sup>th</sup> and Bailey Total Suspended Solids (TSS) Reduction Project.

**SUMMARY**

The Vermillion River Watershed Joint Powers Organization (VRWJPO) staff requests execution of a JPA with the City of Hastings (City) and Dakota County (County) to convey Watershed-Based Implementation Funding (Grant) and VRWJPO cash match to the City for the 15<sup>th</sup> and Bailey TSS Reduction Project (Project).

In 2024, VRWJPO staff applied for and received Grant funding for design and construction of a filtration basin in the vicinity of 15th Street East and Bailey Street in Hastings, MN. A filtration basin will reduce TSS in the nearby Vermillion River by filtering stormwater runoff using specific vegetation, filter soil media, and if applicable, imported amended soils.

The estimated cost for the Project is \$325,000. The Grant would provide up to \$197,055 in Project funding. The Grant requires a minimum 10 percent local match that is being met using a combination of funding from City, County, and the VRWJPO. The VRWJPO will pass through the Grant funding to the City and contribute \$120,445 in cash match towards the Project. The City will contribute \$2,500 in cash match towards the Project. The County will contribute \$5,000 in cash match towards the Project.

VRWJPO staff recommends executing a JPA for the Project with a VRWJPO contribution in an amount not to exceed \$317,500.

**EXPLANATION OF FISCAL/FTE IMPACT**

The VRWJPO will pass through \$197,055 in Grant funding to the City, provide up to \$120,445 in cash match, and provide in-kind grant administration services from the Capital Improvement Projects portion of the VRWJPO Budget.

**Supporting Documents:**

Attachment A. Joint Powers Agreement with Hastings and Dakota County for 15<sup>th</sup> and Bailey Way TSS Reduction Project

**Previous Board Action(s):**

**RESOLUTION**

**6e. Authorization to Execute a Joint Powers Agreement with the City of Hastings and Dakota County for Vermillion River – City of Hastings, 15<sup>th</sup> and Bailey Total Suspended Solids Reduction Project**

**WHEREAS**, in 2024, the Vermillion River Watershed Joint Powers Organization (VRWJPO) applied for Watershed Based Initiative Funding (Grant) for the 15th and Bailey Total Suspended Solids (TSS) Reduction Project (Project); and

**WHEREAS**, the Project is located near 15th Street E and Bailey Street in Hastings, MN; and

**WHEREAS**, the estimated cost of the Project is \$325,000

**WHEREAS**, the Grant award provides up to \$197,055 for design and construction of the Project; and

**WHEREAS**, the Project will reduce TSS and will result in improved water quality conditions in the Vermillion River; and

**WHEREAS**, the Grant requires a minimum 10 percent local match, which will be provided using a combination of funding from City of Hastings, Dakota County, and the VRWJPO; and

**WHEREAS**, the VRWJPO will pass through Grant funding, directly contribute up to \$120,445 toward the local match, and provide in-kind grant administration services that will be paid for from the Capital Improvement Project category of the VRWJPO budget.

**WHEREAS**, the Project activities are planned to be implemented in 2025, 2026, and 2027; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Vermillion River Watershed Joint Powers Board authorizes its chair to execute a Joint Powers Agreement with the City of Hastings and Dakota County with a Vermillion River Watershed Joint Powers Organization contribution in an amount not to exceed \$317,500 for Vermillion River – City of Hastings, 15th and Bailey TSS Reduction Project as presented to the Vermillion River Watershed Joint Powers Board at its meeting on December 5, 2024; subject to approval by the Dakota County Attorney’s Office as to form.

**JOINT POWERS AGREEMENT FOR  
THE 15<sup>TH</sup> AND BAILEY TSS REDUCTION PROJECT  
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION,  
THE CITY OF HASTINGS, 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**, the City of Hastings (City) is a governmental and political subdivision of the State of Minnesota; and

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

**WHEREAS**, 15<sup>th</sup> and Bailey in Hastings is located directly adjacent to the Vermillion River; and

**WHEREAS**, the Vermillion River is identified on the EPA's 303d Impaired Waters List for total suspended solids (TSS); and

**WHEREAS**, stormwater outfalls contribute sediment loading to the Vermillion River; and

**WHEREAS**, a stormwater outfall near 15<sup>th</sup> and Bailey was identified as a high sediment loading source to this section of the Vermillion River; and

**WHEREAS**, restoration strategies were identified in the WRAPS report to identify and implement sediment reduction BMPs on public lands in the Vermillion River; and

**WHEREAS**, reducing the sediment load in the Vermillion River through stormwater treatment before being discharged to Vermillion River (Project) will address the TSS impairment affecting the Vermillion River; and

**WHEREAS**, the estimated Project cost is \$325,000 (Project Cost); and

**WHEREAS**, the VRWJPO was awarded a \$197,055 Watershed Based Implementation Funding Grant (Grant) from the Minnesota Board of Water and Soil Resources (BWSR) in accordance with the BWSR Grant Agreement, attached and incorporated herein as **Exhibit A**; and

**WHEREAS**, the Grant has a minimum match requirement equal to 10% of the amount of Grant monies awarded, either in the form of cash or in-kind services; and

**WHEREAS**, the VRWJPO, City, and County have included cash matches collectively totaling at least 10% of the Grant Amount (defined in Section 7.2 herein) in their Capital Improvement Plans for the Project to be applied towards the Project Cost after the City's application of the Grant Amount and will jointly participate in the design, construction, and related activities for the Project to the extent specified herein; and

**WHEREAS**, the VRWJPO, the City, and County will follow all applicable BWSR Grant policies and requirements relevant to each party's participation in the Project.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the City, County, and VRWJPO shall derive from this Agreement, the VRWJPO, City, and County hereby enter into this Agreement for the purposes stated herein.

**ARTICLE 1  
PURPOSE**

This Agreement defines the Project responsibilities and Project cost-sharing obligations of the VRWJPO, City, and County.

**ARTICLE 2  
PARTIES**

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

**ARTICLE 3  
TERM**

This Agreement is effective upon the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2027, 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, City, 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, City, and County 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 will be designed using appropriate practice standards for design, construction, operation, and maintenance. Appropriate practice standards from the United States Department of Agriculture's Natural Resources Conservation Service Field Office Technical Guide, Minnesota Stormwater Manual, or other scientifically appropriate and applicable standards can be used. Vegetative practices must follow the BWSR Board adopted Native Vegetation Establishment and Enhancement Guidelines. The engineer(s) providing technical and quality assurance will certify that the Project was installed or constructed consistent with the applicable plans and specifications, including approved modifications, prior to authorization for payment by the VRWJPO or County. An as-built plan set will be provided to the VRWJPO by the engineer(s) immediately following Project completion as part of the required Project certification.

**ARTICLE 6  
PROJECT PLANS AND SPECIFICATIONS**

The City is the lead agency for design and construction administration of the Project, effective upon execution of this Agreement by all parties. The VRWJPO, City, and County shall approve the plans and specifications (Project Plans) prior to the City advertising for bids.

## **ARTICLE 7 PAYMENT**

**7.1** The City will administer the contract(s) for the Project and act as the paying agent for all payments to the contractor(s).

**7.2** The Grant will reimburse project-related activities up to \$197,055 (Grant Amount) related to the engineering, permitting, bidding and construction of the Project.

**7.3** The parties shall make the following contributions toward the Project Cost in accordance with the following payment schedule and Section 7.9 in consideration of the benefit provided by restoration activities on the Project in accordance with the Project Plans. The City will administer the contract(s) for the Project and act as the paying agent for all payments to the contractor(s).

**7.3.1** The County, by and through its Environmental Resources Department, shall contribute \$5,000 toward the Project Cost.

**7.3.2** The City shall contribute \$2,500 toward the Project Cost.

**7.3.3** The VRWJPO shall contribute \$120,445 toward the Project Cost and will pass through Grant Amount as reimbursement for eligible project-related activity expenses.

**7.4** The City's maximum eligible reimbursement is up to \$322,500 when accounting for the Grant Amount, VRWJPO cash contribution, and County cash contribution.

**7.5** No payment by the parties shall be made prior to approval of the Project Plans by the VRWJPO, City, and County.

**7.6** Under the terms of the Grant, the VRWJPO will receive the Grant Amount in the following disbursements: (a) 50% after execution of the Grant; (b) 40% after the first 50% has been expended and Grant reporting requirements are met; and (c) 10% after final Grant requirements are met. The VRWJPO will make progress payments to the City, if requested, on a reimbursement basis, contingent upon the VRWJPO's receipt of adequate Grant disbursements to make City requested payments. Ten percent (10%) of the Agreement maximum shall be withheld until the VRWJPO has verified that the Project has been installed according to this Agreement and the Project Plans. All requests for payment shall be supported by itemized Project receipts and invoices determined by the VRWJPO to be practical and reasonable for completion of the Project.

**7.7** The VRWJPO and County may refuse to pay claims not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO and/or the County from questioning the propriety of the claim. The VRWJPO and County reserve the right to be repaid for any overpayment or disallowed claim.

**7.8** Subject to Sections 7.9, 7.10 and Article 12, the VRWJPO and County shall pay the City their share of the Project Cost upon receipt of the Project certification pursuant to Article 5 up to the maximum amounts identified in Sections 7.3.1 and 7.3.3. The City shall invoice the County and VRWJPO for their share of Project Cost once the Project certification is provided to the parties. The VRWJPO and County shall make payment to the City within thirty-five (35) days of receipt of an invoice from the City provided the invoice shall be supported by itemized Project receipts and invoices from the City's contractor(s).

**7.9** The VRWJPO and County may refuse to pay/reimburse an invoice for services or fees not specifically authorized by this Agreement. Payment of an invoice shall not preclude the VRWJPO and County from questioning the propriety of the claimed services or fees. The VRWJPO and County reserve the right to be repaid for any overpayment or disallowed claimed services or fees.

**7.10** All services provided by the VRWJPO under the BWSR Grant Agreement (Exhibit A) or through this Agreement, and services provided by the City and the County to the VRWJPO through this Agreement must be performed to the State's satisfaction pursuant to Exhibit A and the BWSR approved work plan.

## **ARTICLE 8 CITY OBLIGATIONS**

**8.1 AUTHORIZED PURPOSE.** The funds, including the Grant Amount, provided under the terms of this Agreement may only be used by the City for the payment of costs directly related to the Project.

**8.2 CONSTRUCTION REQUIREMENTS.** The Project shall be constructed according to the Project Plans. The VRWJPO, City, 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 City's contracts with the construction firm or professional services firm.

**8.4 RIGHT-OF-ENTRY.** The City hereby permits the VRWJPO and County, its employees, duly authorized representatives and agents to enter upon and have rights of ingress and egress over and access at reasonable times to the real property where the Project will be located to inspect the construction of the Project. Notwithstanding the right to inspect, neither the VRWJPO nor County is obligated hereunder to inspect the work performed on the Project.

**8.5 OPERATION AND MAINTENANCE.** The City shall be responsible for on-going maintenance of the Project or will request shared responsibility with the VRWJPO for on-going maintenance of the Project upon completion for a minimum of 25 years unless a failure occurs from an Act of God or Force Majeure occurs such that it is cost prohibitive to repair or maintain.

**8.6 COMPLIANCE WITH LAWS/STANDARDS.** The City 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.

**8.7 PUBLICITY.** The City hereby permits the VRWJPO and County to take and disclose photographs of the Project for use in publications or promotional material or on their websites to highlight the VRWJPO's programs. The City, County, and VRWJPO shall appropriately acknowledge the funding provided by the VRWJPO, County, City, the State of Minnesota, and the Clean Water, Land, and Legacy Amendment in any promotional materials, signage, reports, publications, notices, and presentations related to the Project. This section shall survive the expiration or termination of this Agreement.

## **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 parties, or officers, employees or agents or the other parties. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the VRWJPO, City, and the County. Each party warrants that it 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 any 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.

**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 made 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  
14955 Galaxie Avenue  
Apple Valley, MN 55124  
Telephone: (952) 891-7030  
[mike.slavik@co.dakota.mn.us](mailto:mike.slavik@co.dakota.mn.us)

TO THE CITY:        Mary Fasbender or successor, Mayor  
City of Hastings  
101 4<sup>th</sup> Street East  
Hastings, MN 55033  
Telephone: (651) 480-2350  
[mayormary@hastingsmn.gov](mailto:mayormary@hastingsmn.gov)

TO THE COUNTY:    Georg T. Fischer, Director  
Physical Development Division  
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, regarding termination of this Agreement by the shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 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, City, and the County. The VRWJPO, City, 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, P.E  
Water Resources Engineer  
Telephone: (952) 891-7140  
Email: [jeff.dunn@co.dakota.mn.us](mailto:jeff.dunn@co.dakota.mn.us)

City Liaison:        John Caven, P.E.  
Assistant City Engineer  
Telephone: (651) 480-2369  
Email: [JCaven@hastings.mn.gov](mailto:JCaven@hastings.mn.gov)

County Liaison

Cole Johnson, P.E.  
Water Resources Project Supervisor  
Telephone: (952) 891-7539  
Email: [cole.johnson@co.dakota.mn.us](mailto:cole.johnson@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, City, and County.

## **ARTICLE 12 TERMINATION**

**12.1 IN GENERAL.** Any party may terminate this Agreement for cause by giving seven days' written notice of its intent to terminate, to the other parties. 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 City or 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 parties. 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 BY VRWJPO OR COUNTY 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 its 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 after written notice of termination for lack of funding. The party terminating under this provision for lack of funding will pay for expenses incurred by the other parties hereto up to Notice of Termination for work on the Project.

**12.3 REPAYMENT OF GRANT AMOUNT.** If this Agreement is terminated pursuant to this Article 12, the City shall repay the Grant Amount received as of the date of termination to the VRWJPO, who shall return the Grant Amount to the BWSR, and the County and VRWJPO shall reimburse the City for their pro-rata share (based on the parties contributions set forth in Sections 7.3.1 through 7.3.3) of the Project Cost incurred as of the date of termination. The City shall be responsible for the remaining amount of the Project Cost as of the date of the termination.

## **ARTICLE 13 MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed under 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 any party.

**ARTICLE 16  
GOVERNMENT DATA PRACTICES**

The City, 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 City, County, or the VRWJPO.

**ARTICLE 17  
SURVIVABILITY**

The provisions of articles 8.3 (Construction and Design Failures), 8.5 (Operation and Maintenance), 9 (Indemnification), 12 (Termination), 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 parties 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.

**CITY OF HASTINGS**

By \_\_\_\_\_  
Mary Fasbender or successor, Mayor  
Date of Signature: \_\_\_\_\_

By \_\_\_\_\_  
Kelly Murtaugh, City Clerk  
Date of Signature: \_\_\_\_\_

**VERMILLION RIVER WATERSHED  
JOINT POWERS ORGANIZATION**

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

**DAKOTA COUNTY**

By \_\_\_\_\_  
Georg T. Fischer, Director  
Physical Development Division  
Date of Signature: \_\_\_\_\_

Approved as to form:<sup>1</sup>

/s/ Brian J. Wisdorf      11/26/2024  
Assistant Dakota County Attorney/Date  
KS-24-742  
VRW Res. No.  
KS-24-755  
Dakota County Board Res. No.

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<sup>1</sup> Dakota County Attorney's Office approved as to form for both Dakota County and the Vermillion River Watershed Joint Powers Organization



**Vermillion River Watershed Joint Powers Organization**

4100 220th St. W., Suite 103, Farmington, MN 55024

**October 2024 Expense Report**

The invoices submitted between September 1, 2024 and September 30, 2024 total: \$55,526.71

The invoices submitted between October 1, 2024 and October 31, 2024 total:

<b><u>Invoice</u></b>	<b><u>Vendor</u></b>		<b><u>Amount</u></b>
	Dakota County Staff Time	\$	43,087.85
	Dakota County Legal	\$	1,004.76
IN31480	Scott County	\$	1,127.36
2291704	Stantec	\$	14,756.00
PCard	Jeff Dunn Muck Boots	\$	69.99
10/29/2024	BWSR Orlan Mork Easement Acquisition Fee	\$	1,000.00
02_RAV	Dakota County Environmental Res C0035216	\$	307,769.73
	Dakota County Soil & Water Conservation District	\$	43,758.95
2024-103	Scott County Soil & Water Conservation District	\$	6,585.75
023-048-11	HKGi	\$	2,050.61
A202409012	Tunheim Partners	\$	12,360.00
23191497.01-5	Barr Engineering	\$	1,624.00
PCard	Jeff Dunn - Sign labels	\$	29.14
	Refund for partial subscription	\$	(136.77)
	Lunch Order MPCA	\$	253.56
<b>Total Expenses \$</b>			<b>435,340.93</b>

**Action Requested: Approval of all expenses as presented**

**8a. Adoption of the Vermillion River Watershed Joint Powers Organization 2025 Budget and Watershed Management Tax District Levy**

Meeting Date: 12/5/2024  
Item Type: Regular-Action  
Contact: Travis Thiel  
Telephone: 952-891-7546  
Prepared by: Travis Thiel  
Reviewed by: N/A

N/A



**PURPOSE/ACTION REQUESTED**

- Adoption of the Vermillion River Watershed Joint Powers Organization (VRWJPO) 2025 Budget and Watershed Management Tax District Levy

**SUMMARY**

The proposed VRWJPO 2025 Budget (Attachment A) is \$2,616,226 including cash reserves, Clean Water Fund Watershed Based Implementation Funding grants, Clean Water Fund Competitive grants, BWSR wetland bank revenue, and the Watershed Management Tax District levy. The proposed VRWJPO 2025 Budget recommends a Watershed Management Tax District Levy of \$1,024,242; \$34,877 in the Scott County portion of the watershed and \$989,365 in the Dakota County portion of the watershed. This amount represents a slight increase in the overall Watershed Management Tax District levy compared to 2024 but results in no change in tax impact for the average residential property compared to 2024. The budget reflects recommendations from VRWJPO staff and partners and items from the implementation section of the Vermillion River Watershed Management Plan.

**EXPLANATION OF FISCAL/FTE IMPACT**

The proposed VRWJPO 2025 Budget is \$2,616,226 with recommended Watershed Management Tax District Levy of \$1,024,242, \$34,877 in the Scott County portion of the watershed and \$989,365 in the Dakota County portion of the watershed.

**Supporting Documents:**

Attachment A: Draft VRWJPO 2025 Budget

Attachment B: Vermillion River Watershed Tax District Estimated 2025 Taxes DC

Attachment C: 2025 Vermillion WMO Impact SC

**Previous Board Action(s):**

**RESOLUTION**

**8a. Adoption of the Vermillion River Watershed Joint Powers Organization 2025 Budget and Watershed Management Tax District Levy**

**WHEREAS**, the Vermillion River Watershed Joint Powers Organization requires a budget and the subsequent levy to implement the programs and projects described in its Watershed Management Plan; and

**WHEREAS**, the Vermillion River Watershed Planning Commission has reviewed and recommended the adoption of the proposed VRWJPO 2025 Budget and Watershed Management Tax District Levy; and

**WHEREAS**, the Vermillion River Watershed Joint Powers Board has reviewed and discussed the VRWJPO 2025 Budget and Vermillion River Watershed Management Tax District Levy;

**NOW, THEREFORE, BE IT RESOLVED**, that the Vermillion River Watershed Joint Powers Board hereby adopts the VRWJPO 2025 Budget totaling \$2,616,226 and recommends a Vermillion River Watershed Management Tax District Levy of \$1,024,242 (\$34,877 in the Scott County portion of the watershed and \$989,365 in the Dakota County portion of the watershed).

## VRWJPO Final Draft 2025 Budget (11/20/24)

**EXPENSES**

Budget Category	Budget Activity	Operations and Programs	CIP	Budget Total
Administration and Operations				
	Dakota County VRW Staff	\$ 182,500		\$ 182,500
	Scott County VRW Staff	\$ 15,000		\$ 15,000
	Legal Support	\$ 25,000		\$ 25,000
	Miscellaneous Expenses (per diems, mileage, postage, etc.)	\$ 6,000		\$ 6,000
	Training, Conferences, and Certifications	\$ 2,000		\$ 2,000
Research and Planning				
	Dakota SWCD Incentive Program Policy Assistance	\$ 3,000		\$ 3,000
	Scott County Staff	\$ 7,000		\$ 7,000
	VRW Staff	\$ 40,000		\$ 40,000
Monitoring and Assessment				
	Monitoring	\$ 125,000		\$ 125,000
	USGS and DNR Flow Gaging	\$ 18,600		\$ 18,600
	VRW Staff	\$ 15,000		\$ 15,000
	General GIS support (Dakota SWCD)	\$ 2,500		\$ 2,500
	Equipment/Supplies	\$ 1,000		\$ 1,000
Public Communications and Outreach				
	VRW Staff	\$ 90,000		\$ 90,000
	Dakota SWCD Outreach and Education	\$ 40,000		\$ 40,000
	Scott County SWCD Outreach and Education	\$ 2,100		\$ 2,100
	Communication and Outreach Materials and Supplies	\$ 20,000		\$ 20,000
	Local Standards/Ordinance and Turf/Salt Workshops	\$ 3,500		\$ 3,500
	MDH Grant: Water Conservation and Landscaping for Clean Water Marketing	\$ 22,500		\$ 22,500
Regulation				
	Scott SWCD Assistance with Plan Review	\$ 1,000		\$ 1,000
	VRW Staff-Permitting, Standards Assistance, Engineering/Environmental Review	\$ 30,000		\$ 30,000
Coordination and Collaboration				
	VRW Staff Coordination with other Organizations	\$ 30,000		\$ 30,000
	Children's Water Festival Support	\$ 600		\$ 600
	Watershed Partners	\$ 5,000		\$ 5,000
Land and Water Treatment				
Feasibility/Preliminary Studies				
	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Dakota SWCD)	\$ 55,000		\$ 55,000
	Preliminary Design, Technical Assistance and Marketing for Capital Improvements	\$ 110,000		\$ 110,000

General Capital Projects Cost Share				
	Cost Share Programs in Dakota County (SWCD)		\$ 110,000	\$ 110,000
	Cost Share Programs in Scott County (SWCD)		\$ 71,000	\$ 71,000
	VRW General Cost-share or Misc. Grant Match		\$ 50,000	\$ 50,000
	Past projects maintenance/repair		\$ 50,000	\$ 50,000
	VRW staff construction oversight and grant development and admin		\$ 40,000	\$ 40,000
FY23 CWF East Lake Fish Barrier				
	East Lake Fish Barrier grant pass-through		\$ -	\$ -
	VRWJPO cash match		\$ 15,000	\$ 15,000
FY24 CWF Alimagnet Alum Treatment				
	Alimagnet Alum Treatment		\$ -	\$ -
	VRWJPO cash match		\$ 15,230	\$ 15,230
FY24-25 WBIF Lakeville Firelight Way TSS				
	Firelight Way TSS Reduction grant pass-through		\$ 184,300	\$ 184,300
	VRWJPO cash match		\$ 10,000	\$ 10,000
FY24-25 WBIF Hastings 15th & Bailey TSS				
	15th & Bailey TSS Reduction grant pass-through		\$ -	\$ -
	VRWJPO cash match		\$ 26,250	\$ 26,250
FY24-25 WBIF Farmington 4th & Willow TSS				
	4th & Willow TSS Reduction grant pass-through		\$ -	\$ -
	VRWJPO cash match		\$ -	\$ -
Cedar Ave/Launch Park Wetland Restoration				
	VRWJPO cost share		\$ 50,000	\$ 50,000
Mork Wetland Bank				
	Mork Wetland Bank Easment & Construction		\$ 1,000,000	\$ 1,000,000
Wetland Bank Credit Sales				
	Braun Wetland Bank Credit Sales		\$ 50,000	\$ 50,000
<b>Subtotal of Expenditures</b>			<b>\$ 852,300</b>	<b>\$ 1,671,780</b>
Cash Reserve				4% \$ 92,146
<b>TOTAL Annual Expenses</b>				<b>\$ 2,616,226</b>
<b>REVENUES</b>				
Braun Wetland Bank Credit Revenue				\$ 50,000
Wetland Bank Revolving Fund Transfer				\$ 225,000
BWSR Wetland Bank (Mork) Revenue				\$ 400,000
CIP Carryover*				\$ 90,435
Operational and Program Carryover*				\$ 403,365
Grant Revenue				\$ 372,184
Fees for Permitting Activities				\$ 1,000
Dakota County Levy				\$ 989,365
Scott County Levy				\$ 34,877
Investment Earnings				\$ 50,000
<b>Total Revenues</b>				<b>\$ 2,616,226</b>

\*Are estimated based on Finance projections

Vermillion River Watershed Management Tax District  
 Estimated Pay 2025 Taxes \* (Dakota County)

**Residential Property**

Market Value	Tax Capacity	Proposed 2025 Levy								2024 Actual	2023 Actual	2022 Actual	2021 Actual	2020 Actual	2019 Actual	2018 Actual	2017 Actual	2016 Actual	2015 Actual	2014 Actual
		\$300,000	\$400,000	\$500,000	\$750,000	\$989,365	\$1,000,000	\$1,250,000	\$1,500,000	\$965,600	\$964,900	\$967,500	\$966,650	\$966,000	\$912,900	\$887,900	\$861,700	\$821,140	\$817,500	\$858,900
Rate		0.05975%	0.09031%	0.12086%	0.19725%	0.27038%	0.27363%	0.35002%	0.42640%	0.2703%	0.2870%	0.3470%	0.3480%	0.3990%	0.4030%	0.4290%	0.4490%	0.4490%	0.4660%	0.5450%
Various Values																				
\$150,000	1,170	\$0.70	\$1.06	\$1.41	\$2.31	\$3.16	\$3.20	\$4.09	\$4.99	\$3.16	\$3.62	\$4.06	\$4.07	\$4.67	\$4.71	\$5.02	\$5.25	\$5.25	\$5.45	\$6.37
\$170,000	1,388	\$0.83	\$1.25	\$1.68	\$2.74	\$3.75	\$3.80	\$4.86	\$5.92	\$3.75	\$4.25	\$4.81	\$4.83	\$5.54	\$5.59	\$5.95	\$6.23	\$6.23	\$6.47	\$7.56
\$185,000	1,551	\$0.93	\$1.40	\$1.87	\$3.06	\$4.19	\$4.24	\$5.43	\$6.61	\$4.19	\$4.72	\$5.38	\$5.40	\$6.19	\$6.25	\$6.65	\$6.96	\$6.96	\$7.23	\$8.45
\$190,000	1,606	\$0.96	\$1.45	\$1.94	\$3.17	\$4.34	\$4.39	\$5.62	\$6.85	\$4.34	\$4.87	\$5.57	\$5.59	\$6.41	\$6.47	\$6.89	\$7.21	\$7.21	\$7.48	\$8.75
\$200,000	1,715	\$1.02	\$1.55	\$2.07	\$3.38	\$4.64	\$4.69	\$6.00	\$7.31	\$4.63	\$5.19	\$5.95	\$5.97	\$6.84	\$6.91	\$7.36	\$7.70	\$7.70	\$7.99	\$9.34
\$210,000	1,824	\$1.09	\$1.65	\$2.20	\$3.60	\$4.93	\$4.99	\$6.38	\$7.78	\$4.93	\$5.50	\$6.33	\$6.35	\$7.28	\$7.35	\$7.82	\$8.19	\$8.19	\$8.50	\$9.94
\$225,000	1,987	\$1.19	\$1.79	\$2.40	\$3.92	\$5.37	\$5.44	\$6.95	\$8.47	\$5.37	\$5.97	\$6.89	\$6.91	\$7.93	\$8.01	\$8.52	\$8.92	\$8.92	\$9.26	\$10.83
\$250,000	2,260	\$1.35	\$2.04	\$2.73	\$4.46	\$6.11	\$6.18	\$7.91	\$9.63	\$6.11	\$6.75	\$7.84	\$7.86	\$9.02	\$9.11	\$9.69	\$10.15	\$10.15	\$10.53	\$12.31
\$275,000	2,532	\$1.51	\$2.29	\$3.06	\$4.99	\$6.85	\$6.93	\$8.86	\$10.80	\$6.84	\$7.53	\$8.79	\$8.81	\$10.10	\$10.20	\$10.86	\$11.37	\$11.37	\$11.80	\$13.80
\$290,000	2,696	\$1.61	\$2.43	\$3.26	\$5.32	\$7.29	\$7.38	\$9.43	\$11.49	\$7.29	\$8.00	\$9.35	\$9.38	\$10.76	\$10.86	\$11.56	\$12.10	\$12.10	\$12.56	\$14.69
\$300,000	2,805	\$1.68	\$2.53	\$3.39	\$5.53	\$7.58	\$7.67	\$9.82	\$11.96	\$7.58	\$8.32	\$9.73	\$9.76	\$11.19	\$11.30	\$12.03	\$12.59	\$12.59	\$13.07	\$15.28
\$372,000	3,589	\$2.14	\$3.24	\$4.34	\$7.08	\$9.70	\$9.82	\$12.56	\$15.30	\$9.70	\$10.57	\$12.45	\$12.49	\$14.32	\$14.46	\$15.40	\$16.12	\$16.12	\$16.73	\$19.56
\$375,000	3,622	\$2.16	\$3.27	\$4.38	\$7.14	\$9.79	\$9.91	\$12.68	\$15.44	\$9.79	\$10.66	\$12.57	\$12.60	\$14.45	\$14.60	\$15.54	\$16.26	\$16.26	\$16.88	\$19.74
\$400,000	3,895	\$2.33	\$3.52	\$4.71	\$7.68	\$10.53	\$10.66	\$13.63	\$16.61	\$10.53	\$11.44	\$13.51	\$13.55	\$15.54	\$15.69	\$16.71	\$17.49	\$17.49	\$18.15	\$21.23
\$425,000	4,167	\$2.49	\$3.76	\$5.04	\$8.22	\$11.27	\$11.40	\$14.59	\$17.77	\$11.26	\$12.23	\$14.46	\$14.50	\$16.63	\$16.79	\$17.88	\$18.71	\$18.71	\$19.42	\$22.71
\$450,000	4,440	\$2.65	\$4.01	\$5.37	\$8.76	\$12.00	\$12.15	\$15.54	\$18.93	\$12.00	\$13.01	\$15.41	\$15.45	\$17.71	\$17.89	\$19.05	\$19.93	\$19.93	\$20.69	\$24.20
\$475,000	4,712	\$2.82	\$4.26	\$5.69	\$9.29	\$12.74	\$12.89	\$16.49	\$20.09	\$12.74	\$13.79	\$16.35	\$16.40	\$18.80	\$18.99	\$20.21	\$21.16	\$21.16	\$21.96	\$25.68
\$500,000	4,985	\$2.98	\$4.50	\$6.02	\$9.83	\$13.48	\$13.64	\$17.45	\$21.25	\$13.47	\$14.57	\$17.30	\$17.35	\$19.89	\$20.09	\$21.38	\$22.38	\$22.38	\$23.23	\$27.17

Preliminary Net TCAP	327,289,352
2024 Median Value	\$372,000
2025 Median Value	\$372,000
Percent Change	0.00%
Pay 2025 Fiscal Disparity Distribution:	\$ 104,432.00

Pay Year 2025  
 \*Date 10/9/2024  
 \*The preliminary data is subject to change.



WHAT IF TAX COMPARISON PAY 2024 vs Pay 2025

100568

FISCAL YEAR 2024			
12,053,343	GROSS TAX CAPACITY	\$	34,400 FINAL CERTIFIED LEVY
(10,416)	10% KV TRANS LINE (-)		
(588,400)	FISCAL DISPARITY (-)	\$	(2,443) FISCAL DISPARITY (-)
11,454,527	NET TAX CAPACITY	\$	31,957 TAX LEVY OR SPREAD LEVY
<b>Tax Rate</b>		<b>0.279%</b>	
FISCAL YEAR 2025			
12,600,341	GROSS TAX CAPACITY	\$	34,877 PROPOSED LEVY OR CERTIFIED LEVY
(10,423)	10% KV TRANS LINE (-)		
(728,879)	FISCAL DISPARITY (-)	\$	(2,710) FISCAL DISPARITY (-)
11,861,039	NET TAX CAPACITY	\$	32,167 TAX LEVY OR SPREAD LEVY
<b>Tax Rate</b>		<b>0.271%</b>	

RESIDENTIAL IMPACTS

	% Value Range Inc/Dec	# of affected Properties	Average Market Value 2024	Average Market Value 2025	Value Exclusion 2024	Taxable Market Value 2024	Value Exclusion 2025	Taxable Market Value 2025	Taxable % Chg 2024 - 2025	Pay 2024	Pay 2025	Net Inc/Dec 2024 vs 2025	Net Difference % Change	Median & Average Values			
										Net Payable 2024	Net Payable 2025	Net Inc/Dec 2024 vs 2025	Net Difference % Change	2024 Median Values	2025 Median Values	2025 Average Values	2025 Value % Change
Elko New Mrkt City 1630	+15.01+%	25	\$ 397,109	\$ 456,675	\$ 1,500	\$ 395,609	\$ 5,449	\$ 451,226	14.06%	\$ 11.04	\$ 12.24	\$ 1,20	10.9%	\$ 401,500	\$ 396,000	\$ 393,524	-1.4%
	+10.01-15.00%	0	\$ 397,109	\$ 446,748	\$ 1,500	\$ 395,609	\$ 6,343	\$ 440,405	11.32%	\$ 11.04	\$ 11.94	\$ 0.91	8.2%				
	+5.01-10.00%	6	\$ 397,109	\$ 426,892	\$ 1,500	\$ 395,609	\$ 8,130	\$ 418,762	5.85%	\$ 11.04	\$ 11.36	\$ 0.32	2.9%				
	+0.01-5.00%	201	\$ 397,109	\$ 407,037	\$ 1,500	\$ 395,609	\$ 9,917	\$ 397,120	0.38%	\$ 11.04	\$ 10.77	\$ (0.27)	-2.4%				
	No Change	14	\$ 397,109	\$ 397,109	\$ 1,500	\$ 395,609	\$ 10,810	\$ 386,299	-2.35%	\$ 11.04	\$ 10.48	\$ (0.56)	-5.1%				
	-0.01-5.00%	1102	\$ 397,109	\$ 387,181	\$ 1,500	\$ 395,609	\$ 11,704	\$ 375,478	-5.09%	\$ 11.04	\$ 10.18	\$ (0.85)	-7.7%				
	-5.01-10%	282	\$ 397,109	\$ 367,326	\$ 1,500	\$ 395,609	\$ 13,491	\$ 353,835	-10.56%	\$ 11.04	\$ 9.60	\$ (1.44)	-13.1%				
	-10.01-15%	0	\$ 397,109	\$ 347,470	\$ 1,500	\$ 395,609	\$ 15,278	\$ 332,193	-16.03%	\$ 11.04	\$ 9.01	\$ (2.03)	-18.4%				
-15.01+	0	\$ 397,109	\$ 337,543	\$ 1,500	\$ 395,609	\$ 16,171	\$ 321,371	-18.77%	\$ 11.04	\$ 8.72	\$ (2.32)	-21.0%					
New Market Twp 1167	+15.01+%	27	\$ 623,831	\$ 717,406	\$ -	\$ 623,831	\$ -	\$ 717,406	15.00%	\$ 18.27	\$ 20.93	\$ 2.66	14.6%	\$ 598,300	\$ 615,900	\$ 644,240	2.9%
	+10.01-15.00%	25	\$ 623,831	\$ 701,810	\$ -	\$ 623,831	\$ -	\$ 701,810	12.50%	\$ 18.27	\$ 20.40	\$ 2.13	11.7%				
	+5.01-10.00%	483	\$ 623,831	\$ 670,618	\$ -	\$ 623,831	\$ -	\$ 670,618	7.50%	\$ 18.27	\$ 19.34	\$ 1.08	5.9%				
	+0.01-5.00%	229	\$ 623,831	\$ 639,427	\$ -	\$ 623,831	\$ -	\$ 639,427	2.50%	\$ 18.27	\$ 18.29	\$ 0.02	0.1%				
	No Change	4	\$ 623,831	\$ 623,831	\$ -	\$ 623,831	\$ -	\$ 623,831	0.00%	\$ 18.27	\$ 17.76	\$ (0.51)	-2.8%				
	-0.01-5.00%	342	\$ 623,831	\$ 608,235	\$ -	\$ 623,831	\$ -	\$ 608,235	-2.50%	\$ 18.27	\$ 17.23	\$ (1.04)	-5.7%				
	-5.01-10%	50	\$ 623,831	\$ 577,044	\$ -	\$ 623,831	\$ -	\$ 577,044	-7.50%	\$ 18.27	\$ 16.17	\$ (2.10)	-11.5%				
	-10.01-15%	5	\$ 623,831	\$ 545,852	\$ -	\$ 623,831	\$ -	\$ 545,852	-12.50%	\$ 18.27	\$ 15.11	\$ (3.15)	-17.3%				
-15.01+	2	\$ 623,831	\$ 530,256	\$ -	\$ 623,831	\$ -	\$ 530,256	-15.00%	\$ 18.27	\$ 14.59	\$ (3.68)	-20.2%					
County Wide		47,448	\$ 437,839	\$ 456,254	\$ -	\$ 437,839	\$ 5,487	\$ 450,767	2.95%	\$ 12.22	\$ 12.22	\$ 0.01	0.078%	\$ 388,800	\$ 403,500	\$ 456,254	3.8%

**8b. Review and Provide Direction on the 2026-2035 Vermillion River Watershed Management Plan Objectives Prioritization**

Meeting Date: 12/5/2024  
Item Type: Regular-Information  
Contact: Kelly Perrine  
Telephone: 952-891-7002  
Prepared by: Kelly Perrine  
Reviewed by: N/A

N/A



**PURPOSE/ACTION REQUESTED**

- Review input received by the Vermillion River Watershed Planning Commission (WPC) and Technical Advisory Group (TAG), staff recommendations, and provide direction on priorities for objectives to be included in the 2025-2026 Watershed Management Plan.

**SUMMARY**

On March 23, 2023, the Vermillion River Watershed Joint Powers Board (JPB) authorized initiation of the 2026-2035 Vermillion River Watershed Management Plan (Plan) update per Minnesota Statutes 103B.231 and Minnesota Rules Chapter 8410 (Resolution VRW 23-08). Since then, staff have made significant progress towards the development of the Plan, including: providing public notice to pertinent stakeholders and review agencies; allowing public comment periods required by statute; hosting public planning and engagement meetings; tracking progress towards items included in the previous generation plan; crafting Plan structure, issue statements, goals, and objectives; seeking input from the WPC and TAG, and more. Staff are currently working on defining prioritization and targeting metrics that will guide actions to be included in the Implementation Plan.

On September 25, 2024, VRWJPO and HKGi staff hosted a joint WPC-TAG meeting to seek input on the prioritization of Plan objectives and topics of importance and organized according to six specific issue categories. Issue categories include: Water Quality, Stormwater Management, Groundwater Supply, Climate Resilience, Natural Environments, and Community Relationships. WPC and TAG members provided their prioritization rankings via a polling application that displayed results in real-time, setting the stage for meaningful discussion relating to Plan content among the two advisory groups.

Following the joint WPC-TAG meeting, the Dakota County Office of Performance and Analysis conducted additional statistical analyses on the prioritization results. This provided staff an additional lens to assess the level of consensus of WPC and TAG members, how WPC and TAG member input aligned with internal technical expertise, understanding of Watershed roles, and alignment with local and regional planning documents. Input received from the WPC and TAG on Plan objective prioritization rankings, as well as staff recommendations, are summarized in the attached Issue Category Matrix. Staff are seeking JPB recommendations on the prioritization of issue category objectives for inclusion in the 2026-2035 Vermillion River Watershed Management Plan. Please review the Issue Category Matrix before the JPB meeting and come prepared with recommendations.

**EXPLANATION OF FISCAL/FTE IMPACT**

No fiscal impact.

**Supporting Documents:**

Attachment A: Issue Category Matrix – Prioritizing Objectives

**Previous Board Action(s):**

Resolution VRW 23-08

**RESOLUTION**

**8b. Review and Provide Recommendation on the 2026-2035 Vermillion River Watershed Management Plan Objectives Prioritization**

Information only.

# Water Quality

## Issue Category Information

Water quality has been a primary driver of work in the Vermillion River Watershed since the VRWJPO’s inception. For this generation Watershed Management Plan (Plan), water quality encompasses both surficial and groundwater sources. Issue Statements can be found below.

- Surface water quality is threatened or impaired.
- Groundwater quality is threatened or impaired.

<i>Water Quality Objectives</i>	<i>TAG-WPC Input</i>	<i>Staff Recommendations (Based Off Expertise &amp; Statistical Analysis)</i>	<i>Board Recommendations</i>
Protect surface waters from impairments	High Priority	High Priority	
Support and implement projects, programs and practices to protect or improve groundwater quality	High Priority	Medium Priority	
Use surface water quality monitoring data to inform restoration and protection decisions	Medium Priority	High Priority	
Remove surface waters from the impaired waters list	Medium Priority	High Priority	
Coordinate with others to assess impacts to groundwater from the Vermillion River and its tributaries	Low Priority	Medium Priority	
Assist and coordinate groundwater quality work with lead groundwater organizations	Low Priority	Low Priority	

# Stormwater Management

## Issue Category Information

The Plan is structured to address management of stormwater runoff through implementation actions that: promote conservation of features that naturally attenuate stormwater, expand on built practices that have the ability to improve stormwater quality and quantity, and capture and reuse stormwater where feasible. Issue Statements can be found below.

- Land alterations and lack of adequate stormwater management in the Watershed have increased the rate and volume of stormwater runoff, impacted water quality, degraded habitat and increased flood risk.
- Watershed Rules and Standards are challenging for some local government units to enforce.

<i>Stormwater Management Objectives</i>	<i>TAG-WPC Input</i>	<i>Staff Recommendations (Based Off Expertise &amp; Statistical Analysis)</i>	<i>Board Recommendations</i>
Promote and implement stormwater practices that manage the peak rate and volume of runoff from the landscape	High Priority	High Priority	
Promote and implement infiltration practices	High Priority	High Priority	
Assist in the development and implementation of policies and programs that promote green infrastructure and low impact development practices	Medium Priority	Medium Priority	
Promote protection of natural floodplain capacities	Medium Priority	Medium Priority	
Collaborate with technical experts and local governments when updating, revising, or changing watershed rules and standards	Medium Priority	Medium Priority	
Ensure watershed rules and standards can be administered by local governments	Low Priority	Low Priority	
Assist local governments with navigating and understanding regulatory frameworks	Low Priority	Low Priority	



## Groundwater Supply

### Issue Category Information

While the VRWJPO is not a governing body for groundwater supply, impacts have implications for local water resources and Watershed communities. For this reason, the Plan incorporates groundwater supply implementation actions that: assist with groundwater conservation initiatives and lean on the expertise of groundwater supply leading agencies. Issue Statements can be found below:

- Groundwater aquifer supply is threatened due to increased and competing uses.
- Groundwater recharge rates are decreasing due to landscape alterations and climatic fluctuations.

<i>Groundwater Supply Objectives</i>	<i>TAG-WPC Input</i>	<i>Staff Recommendations (Based Off Expertise &amp; Statistical Analysis)</i>	<i>Board Recommendations</i>
Assist with and coordinate groundwater supply planning, protection, and improvement efforts with lead groundwater organizations	High Priority	High Priority	
Assist with and implement projects, programs and practices that reduce landscape and agricultural water use	Medium Priority	Medium Priority	
Assist with and implement projects programs and practices that promote infiltration	Low Priority	Low Priority	

## Climate Resilience

### Issue Category Information

While the Watershed does not have a role in minimizing greenhouse gas reductions, water planning entities and local communities are tasked with fostering resilience on the built and natural landscapes. The Plan achieves this through implementation actions that: support engineering best practices for the built environment, improve historic infrastructure to account for climate deviations and promote resilience in the natural environment. Issue Statements can be found below.

- Climatic patterns are negatively impacting the Watershed’s natural and built environment.
- Historic stormwater infrastructure is not adequate to manage climate patterns.

<i>Climate Resilience Objectives</i>	<i>TAG-WPC Input</i>	<i>Staff Recommendations (Based Off Expertise &amp; Statistical Analysis)</i>	<i>Board Recommendations</i>
Foster partnerships to implement projects, programs and practices that improve stormwater infrastructure’s resilience to climate impacts	High Priority	High Priority	
Support LGUs in stormwater infrastructure adaption	High Priority	Low Priority	
Foster partnerships to implement projects, programs, and practices to increase the amount of green infrastructure	Medium Priority	Medium Priority	
Support re-evaluation of watershed floodplains using updated data	Medium Priority	Medium Priority	
Promote reconnection to historic floodplains	Low Priority	High Priority	

## Natural Environments

### Issue Category Information

The Watershed Management Plan supports Watershed growth in an environmentally responsible manner through implementation actions that: support native biodiversity, protect and improve local habitats and minimize impacts to local ecosystems. The Issue Statement relating to this category can be found below.

- Human-caused ecosystem disruptions decrease biological diversity, promote the proliferation of invasive species and have wide-reaching impacts to the Watershed’s natural environment.

<i>Natural Environments Objectives</i>	<i>TAG-WPC Input</i>	<i>Staff Recommendations (Based Off Expertise &amp; OPA Information)</i>	<i>Board Recommendations</i>
Coordinate with others to implement projects, programs and practices that protect the watershed’s aquatic and riparian habitats	High Priority	High Priority	
Identify and improve high-priority water resource environments found to be significantly impacted by humans	High Priority	High Priority	
Coordinate with others to implement projects, programs, and practices that improve soil health	Medium Priority	Medium Priority	
Coordinate with others to implement projects, programs and practices that improve disturbed landscapes	Low Priority	Low Priority	





## Community Relationships

### Issue Category Information

Establishing and nurturing relationships with individuals that live, work and play within the Watershed is essential for our success. The Plan will foster the longevity of meaningful community relationships through implementation actions that: articulate the impact local communities have on local water resources and natural environments; promote the engagement of individuals and groups in implementation of environmental stewardship projects, programs and practices; and increase the understanding of the Watershed’s role in various environmental realms. Issue Statements can be found below.

- Public awareness and understanding of the Watershed is limited.
- Community members in the Watershed lack awareness of opportunities to engage in the VRWJPO’s work.

<i>Community Relationships Objectives</i>	<i>TAG-WPC Input</i>	<i>Staff Recommendations (Based Off Expertise &amp; Statistical Analysis)</i>	<i>Board Recommendations</i>
Create and support opportunities for stakeholder connection and engagement with the watershed’s natural resources	High Priority	High Priority	
Consistently communicate and promote the work of the VRWJPO with partners and stakeholders	High Priority	High Priority	
Communicate with stakeholders regarding the environmental issues that directly impact the watershed	High Priority	High Priority	
Engage citizens to promote sustainable stewardship of lakes and streams	Medium Priority	Medium Priority	
Grow the amount of watershed stakeholders	Medium Priority	Medium Priority	
Maintain or increase ways for stakeholders to provide relevant input to the VRWJPO	Low Priority	Low Priority	

**8c. Authorization to Execute a Five-Year Joint Powers Agreement with Dakota County Soil and Water Conservation District for Services in 2025-2029**

Meeting Date: 12/5/2024  
Item Type: Regular-Action  
Contact: Travis Thiel  
Telephone: 952-891-7546  
Prepared by: Travis Thiel  
Reviewed by: N/A



**PURPOSE/ACTION REQUESTED**

- Authorization to execute a five-year joint powers agreement (JPA) with Dakota County Soil and Water Conservation District (SWCD) for Services in 2025-2029

**SUMMARY**

Dakota County SWCD provides a variety of essential services to the Vermillion River Watershed Joint Powers Organization (VRWJPO) each year, including water monitoring, outreach and education, policy development, regulatory review, inventory and assessment, and capital improvements.

It was determined in 2024 that SWCD cost-share programs that support multi-year contracts with landowners, such as cover crops, require financial assurances to be in place to support programs with multi-year contracts. In 2025, VRWJPO staff propose a five-year agreement with the SWCD to better support and align with SWCD cost share programs. A five-year agreement is the same agreement model that Dakota County currently has with the SWCD, and staff propose replicating a similar agreement format. The format would include base fees and not-to-exceed amounts for each work plan task area.

Attachment A contains each of the tasks in the Dakota County SWCD’s proposed five-year work plan and budget. A proportional amount for each of the tasks is included as a line item in the 2025 VRWJPO budget. The largest proposed spending is in the Capital Improvement Project category. Rather than developing VRWJPO cost-sharing programs that duplicate existing efforts, the VRWJPO relies on the established cost-share programs implemented by Dakota County SWCD to efficiently implement water-quality improvement projects. The VRWJPO provides Dakota County SWCD with funds to cost-share best management practices (BMPs) in urban and rural areas throughout the watershed.

VRWJPO staff recommend authorization to execute a five-year joint powers agreement with Dakota County SWCD for Services in 2025-2029.

**EXPLANATION OF FISCAL/FTE IMPACT**

Total not to exceed \$300,500 annually, or \$1,502,500 in 2025-2029.

**Supporting Documents:**

Attachment A: Dakota County SWCD 2025-2029 Work Plan and Budget  
Attachment B: Draft Dakota County SWCD 5-Year JPA

**Previous Board Action(s):**

**RESOLUTION**

**8c. Authorization to Execute a Five-Year Joint Powers Agreement with Dakota County Soil and Water Conservation District for Services in 2025-2029**

**WHEREAS**, the Dakota County Soil and Water Conservation District (SWCD) provides a variety of essential services to the Vermillion River Watershed Joint Powers Organization (VRWJPO) each year, including water monitoring, outreach and education, policy development, regulatory review, inventory and assessment, and capital improvements; and

**WHEREAS**, the Dakota County SWCD is proposing to assist the VRWJPO with similar tasks in 2025-2029; and

**WHEREAS**, the tasks outlined in the Dakota County SWCD proposed five-year work plan and budget are each included as proportional annualized line items in the VRWJPO 2025 Budget in various categories; and

**WHEREAS**, the VRWJPO relies on Dakota County SWCD’s established cost-share programs to efficiently implement capital improvement projects in the Vermillion River Watershed.

**NOW, THEREFORE, BE IT RESOLVED**, that the Vermillion River Watershed Joint Powers Board hereby authorizes its Chair to execute a five-year joint powers agreement with Dakota County SWCD for a total not to exceed \$1,502,500 as presented to the Vermillion River Watershed Joint Powers Board at its meeting on December 5, 2024; subject to approval by the Dakota County Attorney’s Office as to form.

**JOINT POWERS AGREEMENT  
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION  
AND  
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT  
FOR SERVICES**

**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**, the Dakota County Soil and Water Conservation District (SWCD) is a governmental and political subdivision of the State of Minnesota, located wholly within the boundaries of Dakota County, with statutory authority to carry out erosion control and other soil and water conservation programs within Dakota County pursuant to Minn. Stats. Ch. 103C and as otherwise provided by law; and

**WHEREAS**, in its 2025 budget, the VRWJPO included funding for the provision of certain services by the SWCD on behalf of the VRWJPO including water monitoring, outreach and education, policy development, regulatory review, feasibility studies, and capital improvements; and

**WHEREAS**, the aforementioned services will be of benefit to the Vermillion River Watershed and can be accomplished in a more cost-effective manner by partnering with the SWCD.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the VRWJPO and the SWCD shall derive from this Agreement, the VRWJPO and the SWCD hereby enter into this Agreement for the purposes stated herein.

**SECTION 1  
PURPOSE**

The purpose of this Agreement is to define the responsibilities of the parties for services to be provided by the SWCD to the VRWJPO related to water monitoring, outreach and education, policy development, regulatory review, feasibility studies and capital improvements in the Vermillion River Watershed as more fully described in Exhibit 1, attached hereto and incorporated herein by reference. It also provides a mechanism for the SWCD to generate more reliable and stable funding at the local level.

**SECTION 2  
PARTIES**

The parties to this Agreement are the Vermillion River Watershed Joint Powers Organization (VRWJPO) acting through its Joint Powers Board (VRWJPB) and the Dakota County Soil and Water Conservation District (SWCD) acting through its Board of Supervisors.

**SECTION 3  
TERM**

Notwithstanding the dates of the signatures below, this Agreement shall be effective January 1, 2025, and shall remain in effect until December 31, 2029, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first (the "Term"), unless earlier terminated by law or according to the provisions of this Agreement.

## SECTION 4 COOPERATION

The VRWJPO and the SWCD 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 any equitable and timely manner.

## SECTION 5 SCOPE OF SERVICES AND PAYMENT

- 5.1** Scope of Services. The SWCD shall provide the services generally described in Exhibit 1. Services provided shall be in accordance with the criteria set out in Exhibit 1. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the SWCD's profession currently practicing under similar conditions.
- 5.2** Base fees and Not to Exceed Costs. SWCD shall be compensated for labor, equipment, materials and related costs necessary to implement VRWJPO service areas generally described in Exhibit 1 at the SWCD Board's approved hourly rates and actual costs incurred, up to the "not to exceed" amount for each of the VRWJPO service areas identified in Exhibit 1 (unless otherwise approved in writing by the parties' Liaisons). If this Agreement is not terminated during a given calendar year during the Term, SWCD will receive a guaranteed minimum annual amount of revenue (Base fees) each year during the Term for the VRWJPO service areas whether or not the time, materials, equipment and related costs equal or exceed the Base fee. The Base fee amounts for each VRWJPO service area is identified on Exhibit 1. Subject to paragraph 5.3, the parties' Liaisons may agree in writing to adjust the not to exceed amounts for a given calendar year as long as the annual and total cost amounts identified in paragraph 5.3 remain unchanged.
- 5.3** Total Cost. The total amount to be paid by the VRWJPO for all services provided pursuant to this Agreement shall not exceed Three Hundred Thousand Five Hundred Dollars and No/100 Cents (\$300,500) annually or One Million Five Hundred Two Thousand Five Hundred and No/100 Cents (\$1,502,500) over the five year period.
- 5.4** Time of Payment. The VRWJPO shall make payment to the SWCD within forty-five (45) days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the VRWJPO shall notify the SWCD within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the SWCD, the VRWJPO will make payment within forty-five (45) days.
- 5.5** Payment for Unauthorized Claims. The VRWJPO may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO from questioning the propriety of the claim. The VRWJPO reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
- 5.6** Payment Upon Early Termination. In the event this Agreement is terminated before the expiration of the Term, the VRWJPO shall pay the SWCD for services provided in a satisfactory manner and costs incurred in the calendar year in which the Agreement is terminated either at the approved hourly rates for the hours expended and actual costs incurred as of the date of termination or Base fees for that calendar year pro rated as of the date of termination, whichever is greater. In no case shall such payment exceed the not to exceed amounts for each of the VRWJPO services areas set forth in Exhibit 1 (unless modified pursuant to paragraph 5.2) or the total cost of this Agreement set forth in paragraph 5.3.
- 5.7** Cost Sharing Limitations for Capital Improvement Projects Funding provided for capital improvement projects under this Agreement may only be utilized for projects located within the Vermillion River Watershed and for projects not directly funded by the VRWJPO. For such projects, the SWCD may only consider providing VRWJPO cost share at an amount not to exceed \$75,000.00 per project. Proposers of any project exceeding the aforementioned dollar limit must apply directly to the VRWJPO for cost share funding pursuant to the VRWJPO Capital Improvement Project Cost Share Policy.

## SECTION 6 GENERAL PROVISIONS

- 6.1** SWCD Obligations. In addition to the performance of services as described in Exhibit 1, the SWCD agrees to provide to the VRWJPO complete and unedited copies of any reports prepared in relation to the services provided pursuant to this Agreement. In addition, in all publications, press releases, or presentations to the public related to the services provided under this Agreement, the SWCD shall acknowledge funding by the VRWJPO for all or part of the costs of making such information available to the public.
- 6.2** Compliance with Laws/Standards. The SWCD agrees to abide by all federal, state or 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 SWCD is responsible. This includes, but is not limited to all Standard Assurances, which are attached and incorporated as Exhibit 2.
- 6.3** Employee Status. The SWCD, its employees or agents, in implementing the terms of this Agreement are not employees of the VRWJPO. The VRWJPO, its staff or agents, in implementing the terms of this Agreement are not employees of the SWCD.
- 6.4** Liable for Own Acts. Each party to this Agreement shall be liable for the acts of its officers, employees, volunteers 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, volunteers or agents. The provisions of the Municipal Tort Claims Act, Minn. Stats. Ch. 466 and other applicable laws govern liability of the VRWJPO and the SWCD. 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.
- 6.5** Insurance. At its own expense, the SWCD shall procure and maintain policies of insurance covering the term of this Agreement, as set forth in the Insurance Terms, which are attached and incorporated as Exhibit 3, except the requirement to provide automobile liability insurance is waived so long as the SWCD does not transport volunteers under this Agreement. Such policies of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions herein. The SWCD shall pay all retentions and deductibles under such policies of insurance.
- 6.6** Records Retention and Audits. The SWCD's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the VRWJPO, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If services under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the SWCD must keep these records for six years or longer if any audit-in-progress needs a longer retention time.
- 6.7** Subcontracting. The VRWJPO and the SWCD understand and agree that one or more of the scope of services set forth in Exhibit 1 to this Agreement may be performed through another agent or subcontractor and that the subcontracting party is responsible for the performance of its subcontractors, unless otherwise agreed. The parties agree that neither will enter into any subcontract for the performance of the services contemplated under this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. Notwithstanding the foregoing, the VRWJPO consents to the use of the Scott County Soil & Water Conservation District as a subcontractor for purposes of providing technical assistance with water monitoring tasks and for providing subwatershed BMP inventory assistance. It is the responsibility of each party to ensure its subcontractor(s) has adequate and appropriate insurance coverage.
- 6.8** Timeliness. The VRWJPO and the SWCD agree to perform their respective obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.



SWCD Liaison: Ashley Gallagher, Manager  
Dakota County SWCD  
Telephone: (651) 480-7781

## **SECTION 8 TERMINATION**

- 8.1** 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. 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.
- 8.2** Termination by VRWJPO for Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, the VRWJPO 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 allow payment of the amounts due under this Agreement. Written notice of termination sent by the VRWJPO to the SWCD by facsimile is sufficient notice under this section. The VRWJPO is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The VRWJPO will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

## **SECTION 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, approved by the parties respective Boards, and signed by the Authorized Representatives of the VRWJPO and the SWCD.

## **SECTION 10 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.

## **SECTION 11 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.

## **SECTION 12 MERGER**

- 12.1** Final Agreement. 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.
- 12.2** Exhibits. Exhibits 1 through 3 are attached hereto and incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the Exhibits, the terms of this Agreement shall govern.



- Exhibit 1 – Work Plan and Budget
- Exhibit 2 – Standard Assurances
- Exhibit 3 – Insurance Terms

**SECTION 13  
REPRESENTATION BY THE DAKOTA COUNTY ATTORNEY’S OFFICE**

The Dakota County Attorney (County Attorney) provides legal representation to the VRWJPO pursuant to the joint powers agreement that established the VRWJPO. In addition, the County Attorney is statutorily obligated to be the attorney for the SWCD. Specifically, Minn. Stat. § 103C.321, Subd. 4 provides that the SWCD Board may call upon the County Attorney for necessary legal counsel, advice and services. In the event there is a conflict of interest determined by the County Attorney in representing the interests of both the VRWJPO and the SWCD, the County Attorney will so inform the Authorized Representative of the parties. In the event the County Attorney determines a conflict exists, the conflict of interest procedures of the County Attorney will be followed. The parties hereby waive any conflict of interest for the Dakota County Attorney’s Office to represent both the VRWJPO and the SWCD in preparation and execution of this Agreement.

**SECTION 14  
SURVIVORSHIP**

The following provisions of this Agreement survive after the termination date of this Agreement: Section 6.4 (Liable for Own Acts); Section 6.6 (Records Retention and Audits); Section 6.10 (Data Privacy and Confidentiality); Section 10 (Minnesota Law to Govern); Section 11 (Severability) and Section 13 (Representation by the Dakota County Attorney’s Office).

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

**DAKOTA COUNTY SOIL AND WATER  
CONSERVATION DISTRICT**

By \_\_\_\_\_  
Kevin Chamberlain or Successor, Chair  
Board of Supervisors  
Date of Signature: \_\_\_\_\_

**VERMILLION RIVER WATERSHED  
JOINT POWERS ORGANIZATION**

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant Dakota County Attorney/Date  
KS-  
VRW Res. No.

## 2025-2029 Dakota County SWCD Work Plan and Budget Vermillion River Watershed Joint Powers Organization

**Work Plan Service Areas**

Evaluation and Policy

- Incentive program policy assistance for programs to install voluntary conservation practices

Feasibility/Preliminary Studies

- Preliminary design, technical assistance and marketing of voluntary conservation practices

Capital Improvement Projects

- Install water quality projects (pass through funds to others), technical assistance to install water quality projects, implement Landscaping for Clean Water (LCW) and Lawns Reimagined Grant Program, assistance with the development and management of a wetland bank

Public Outreach and Communication

- Coordinate Vermillion River Watch Program, coordinate and conduct Landscaping for Clean Water and Lawns Reimagined Workshops, presentations for Grades 3-12 (up to 3 total)

Inventories and Assessments

- Provide GIS mapping support

Monitoring and Data Analysis

- Staff time for sample collection, equipment installation, maintenance, downloading, longitudinal surveys (temperature, dissolved oxygen, turbidity); data analysis, database management, data reporting, reporting; lab costs for water quality sample analysis and QA/QC samples; equipment and supplies; macroinvertebrate collections and habitat monitoring

**Work Plan Budget**

Service Area	Annual Cost		5-Year Cost	
	Base fee	Not to exceed	Base fee	Not to exceed
Evaluation and Policy	\$ 500	\$ 3,000	\$ 2,500	\$ 15,000
Feasibility/Preliminary Studies	\$ 15,000	\$ 55,000	\$ 75,000	\$ 275,000
Capital Improvement Projects	\$ 60,000	\$ 110,000	\$ 300,000	\$ 550,000
Public Outreach and Communication	\$ 25,000	\$ 40,000	\$ 125,000	\$ 200,000
Inventories and Assessments	\$ 500	\$ 2,500	\$ 2,500	\$ 12,500
Monitoring and Data Analysis	\$ 45,000	\$ 90,000	\$ 225,000	\$ 450,000
<b>Total</b>	<b>\$ 146,000</b>	<b>\$ 300,500</b>	<b>\$ 730,000</b>	<b>\$ 1,502,500</b>

**8d. Authorization to Execute a Joint Powers Agreement with Scott Soil and Water Conservation District for Services in 2025**

Meeting Date: 12/5/2024  
Item Type: Regular-Action  
Contact: Melissa Bokman Ermer  
Telephone: 952-496-8887  
Prepared by: Travis Thiel



**PURPOSE/ACTION REQUESTED**

- Authorization to execute a joint powers agreement (JPA) with Scott Soil and Water Conservation District (SWCD) for Services in 2025

**SUMMARY**

Scott Soil and Water Conservation District (SWCD) provides a variety of essential services to the Vermillion River Watershed Joint Powers Organization (VRWJPO) each year, including water monitoring, outreach and education, regulatory review, inventory and assessment, and capital improvements. Each task in the Scott SWCD’s proposed work plan and budget (Attachment A) is included as a line item in the 2025 VRWJPO budget.

The largest proposed spending is in the Capital Improvement Project category for cost share and financial incentives for approved best management practices (BMPs). Rather than developing VRWJPO cost-sharing programs that duplicate existing efforts, the VRWJPO relies on Scott SWCD’s established cost-share programs to efficiently implement water-quality improvement projects. The VRWJPO provides Scott SWCD with funds to cost share BMPs in urban and rural areas throughout the Scott SWCD portion of the watershed.

VRWJPO staff recommend authorization to execute a JPA with Scott SWCD for Services in 2025.

**EXPLANATION OF FISCAL/FTE IMPACT**

Total not to exceed \$87,200.

**Supporting Documents:**

Attachment A: Scott SWCD 2025 Work Plan and Budget  
Attachment B: Draft Scott SWCD JPA

**Previous Board Action(s):**

**RESOLUTION**

**8d. Authorization to Execute a Joint Powers Agreement with Scott Soil and Water Conservation District for Services in 2025**

**WHEREAS**, Scott Soil and Water Conservation District (SWCD) provides a variety of essential services to the Vermillion River Watershed Joint Powers Organization (VRWJPO) each year, including water monitoring, outreach and education, regulatory review, inventory and assessment, and capital improvements; and

**WHEREAS**, Scott SWCD is proposing to assist the VRWJPO with similar tasks in 2025; and

**WHEREAS**, the tasks outlined in the Scott SWCD proposed five-year work plan and budget are each included as proportional annualized line items in the VRWJPO 2025 Budget in various categories; and

**WHEREAS**, the VRWJPO relies on Scott SWCD’s established programs to efficiently implement cost-share funding for capital improvement projects in the Vermillion River Watershed.

**NOW, THEREFORE, BE IT RESOLVED**, that the Vermillion River Watershed Joint Powers Board (VRWJPB) Authorize its Chair to execute a Joint Powers Agreement with Scott SWCD in an amount not to exceed \$87,200 as presented to the VRWJPB at its meeting on December 5, 2024; subject to approval by the Dakota County Attorney’s Office as to form.

**JOINT POWERS AGREEMENT  
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION  
AND  
THE SCOTT SOIL & WATER CONSERVATION DISTRICT FOR  
SERVICES**

**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**, the Scott Soil & Water Conservation District (SWCD) is a governmental and political subdivision of the State of Minnesota, located wholly within the boundaries of Scott County, with statutory authority to carry out erosion control and other soil and water conservation programs within Scott County pursuant to Minn. Stat. Ch. 103C and as otherwise provided by law; and

**WHEREAS**, in its 2025 budget, the VRWJPO included funding for the provision of certain services by the SWCD on behalf of the VRWJPO including water monitoring, outreach and education, policy development, regulatory review, inventory and assessment, and capital improvements; and

**WHEREAS**, the aforementioned services will be of benefit to the Vermillion River Watershed and can be accomplished in a more cost-effective manner by partnering with the SWCD.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that the VRWJPO and the SWCD shall derive from this Agreement, the VRWJPO and the SWCD hereby enter into this Agreement for the purposes stated herein.

**SECTION 1  
PURPOSE**

The purpose of this Agreement is to provide a method by which the VRWJPO can utilize the services of the SWCD for activities related to soil and water conservation in the Vermillion River Watershed in a way that best utilizes public funds, resources and technical expertise that each party has to offer to one another.

**SECTION 2  
PARTIES**

The parties to this Agreement are the Vermillion River Watershed Joint Powers Organization (VRWJPO) acting through its Joint Powers Board (VRWJPB) and the Scott Soil & Water Conservation District (SWCD) acting through its Board of Supervisors.

**SECTION 3  
TERM**

Notwithstanding the dates of execution by the Parties, this Agreement shall be effective from January 1, 2025 until December 31, 2025, 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.

## **SECTION 4 COOPERATION**

The VRWJPO and the SWCD 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 any equitable and timely manner.

## **SECTION 5 SCOPE OF SERVICES AND PAYMENT**

**5.1** Scope of Services. The SWCD shall provide the services generally described in Exhibit 1, attached and incorporated herein by this reference. Services provided shall be in accordance with the criteria set out in Exhibit 1. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the SWCD's profession currently practicing under similar conditions. In the event of a conflict between the terms of this Agreement and the Exhibits, the terms of this Agreement shall govern.

**5.2** Total Cost. The total amount to be paid by the VRWJPO for all services provided pursuant to this Agreement shall not exceed Eighty-Seven Thousand Two Hundred and 00/100 Dollars (\$87,200.00). The VRWJPO shall pay for purchased services at the rates set out in Exhibit 1.

**5.3** Time of Payment. The VRWJPO shall make payment to the SWCD within forty-five (45) days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the VRWJPO shall notify the SWCD within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the SWCD, the VRWJPO will make payment within forty-five (45) days.

**5.4** Payment for Unauthorized Claims. The VRWJPO may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO from questioning the propriety of the claim. The VRWJPO reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

**5.5** Payment Upon Early Termination. In the event this Agreement is terminated before the completion of services, the VRWJPO shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Exhibit 1 based upon actual time spent. In no case shall such payment exceed the total cost of this Agreement.

**5.6** Cost Sharing Limitations for Capital Improvement Projects. Funding provided for capital improvement projects under this Agreement may only be utilized for projects located within the Vermillion River Watershed and for projects not directly funded by the VRWJPO. For said projects, the SWCD may only consider providing VRWJPO cost share at an amount not to exceed \$50,000 per project where total project costs eligible for consideration under VRWJPO cost share do not exceed \$99,999. Proposers of any project exceeding the aforementioned dollar limit must apply directly to the VRWJPO for cost share funding pursuant to the VRWJPO Capital Improvement Project Cost Share Policy.

## **SECTION 6 GENERAL PROVISIONS**

**6.1** SWCD Obligations. In addition to the performance of services as described in Exhibit 1, the SWCD agrees to provide to the VRWJPO complete and unedited copies of any reports prepared in relation to the services provided pursuant to this Agreement. In addition, in all publications, press releases, or presentations to the public related to the services provided under this Agreement, the SWCD shall acknowledge funding by the VRWJPO for all or part of the costs of making such information available to the public.

**6.2** Compliance with Laws/Standards. The SWCD agrees to abide by all federal, state or 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 SWCD is responsible. This includes, but is not limited to all Standard Assurances, which are attached and incorporated as Exhibit 2.

**6.3 Employee Status.** The SWCD, its employees or agents, in implementing the terms of this Agreement are not employees of the VRWJPO. The VRWJPO, its staff or agents, in implementing the terms of this Agreement are not employees of the SWCD.

**6.4 Liability for Own Acts.** 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, volunteers 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 SWCD. 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.

**6.5 Insurance.** At its own expense, the SWCD shall procure and maintain policies of insurance covering the term of this Agreement, as set forth in the Insurance Terms, which are attached and incorporated as Exhibit 3, except the requirement to provide automobile liability insurance is waived so long as the SWCD does not transport volunteers under this Agreement. Such policies of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions herein. The SWCD shall pay all retentions and deductibles under such policies of insurance.

**6.6 Records Retention and Audits.** The SWCD's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the VRWJPO, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If services under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the SWCD must keep these records for six years or longer if any audit-in-progress needs a longer retention time.

**6.7 Subcontracting.** The VRWJPO and the SWCD understand and agree that one or more of the scope of services set forth in Exhibit 1 to this Agreement may be performed through another agent or subcontractor and that the subcontracting party is responsible for the performance of its subcontractors, unless otherwise agreed. The parties agree that neither will enter into any subcontract for the performance of the services contemplated under this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. It is the responsibility of each party to ensure its subcontractor(s) has adequate and appropriate insurance coverage.

**6.8 Timeliness.** The VRWJPO and the SWCD agree to perform their respective obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

**6.9 Default: 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.

**6.10 Data Privacy and Confidentiality.** Data on individuals collected, created, received, kept or shared by the SWCD under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13) and its implementing rules. Further, federal laws on data privacy may also apply. The SWCD must comply with data privacy laws and rules as if the DISTRICT was the VRWJPO. The Data Practices Act also applies to subcontractors providing services under this Agreement. If public data is available from the VRWJPO, the SWCD may direct the public to the VRWJPO for access to the data.

The VRWJPO may give the SWCD access to, or the SWCD may become aware of, private or confidential information in performing services under this Agreement. Private and confidential information is data that is not public under the Minnesota Data Practices Act (Minn. Stat. Ch. 13). The SWCD may keep the private and confidential information only for use in performing services under this Agreement. The SWCD

must impose procedures as are necessary to assure nondisclosure of private and confidential information directly or indirectly to third parties.

**6.11** Assignment. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Said consent may be subject to conditions.

## **SECTION 7 AUTHORIZED REPRESENTATIVES AND LIAISONS**

**7.1 AUTHORIZED REPRESENTATIVES.** The following named persons are designated the Authorized Representatives of the parties for purposes of 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 in a modification of this Agreement:

TO THE VRWJPO:      Mike Slavik or successor, Chair  
Vermillion River Watershed Joint Powers Organization  
4100 220<sup>th</sup> Street West, Suite 103  
Farmington, MN 55024

TO THE SWCD:        Robert Casey or successor, Chair  
Scott SWCD  
7151 190<sup>th</sup> Street West, Suite 125  
Jordan, MN 55352

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

**7.2 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 the SWCD. The VRWJPO and the SWCD 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:    Travis Thiel, Administrator  
Vermillion River Watershed Joint Powers Organization  
Telephone: (952) 891-7546

SWCD Liaison:        Troy Kuphal, District Director  
Scott SWCD  
Telephone: (952) 492-5425

## **SECTION 8 TERMINATION**

**8.1 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 this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. 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

**8.2 TERMINATION BY VRWJPO FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, the VRWJPO 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 allow payment of amounts due under this Agreement. Written Notice of Termination sent by the VRWJPO to the SWCD by facsimile is sufficient notice under this section. The VRWJPO



is not obligated to pay for any services that are provided after written Notice of Termination for lack of funding. The VRWJPO will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding..

**SECTION 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, approved by the parties respective Boards, and signed by the Authorized Representatives of the VRWJPO and the SWCD.

**SECTION 10  
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.

**SECTION 11  
FINAL AGREEMENT AND SEVERABILITY**

This Agreement is the final agreement of the parties and the complete and exclusive statement of the terms agreed on and supersedes all prior negotiations, understandings or agreements. 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.

**SECTION 12  
SURVIVORSHIP**

The following provisions of this Agreement survive after the termination date of this Agreement: Section 6.4 (Liability); Section 6.6 (Records Detention and Audits); Section 6.10 (Data Privacy and Confidentiality); and Section 10 (Minnesota Law to Govern).

[Remainder of page intentionally left blank]

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

**SCOTT SOIL & WATER CONSERVATION  
DISTRICT**

By \_\_\_\_\_  
Robert Casey or successor, Chair  
Board of Supervisors  
Date of Signature: \_\_\_\_\_

**VERMILLION RIVER WATERSHED  
JOINT POWERS ORGANIZATION**

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

APPROVED AS TO FORM:

/s/ Brian J. Wisdorf                      11/26/24  
Assistant County Attorney              Date

VRW Res. No.  
County Attorney File No. KS-24-731

**EXHIBIT 1  
 2025 SCOTT SWCD WORK PLAN AND BUDGET**

Activity	Detail	Line Item		TOTAL	
		2024	2025	2024	2025
<b>Water Quality Monitoring</b>	Monitor water quality at one station (V24) to include: equipment set-up and take-down; flow measurements; base flow and grab samples collection; programming; thermal monitoring; data processing and management; planning and coordination.	\$5,300	\$6,750	\$10,150	\$12,350
	Equipment maintenance, repair and replacement expenses	\$1,250	\$1,800		
	Lab, data line, and courier expenses	\$3,600	\$3,800		
<b>Public Outreach and Education</b>	Conservation, stormwater and youth education, as detailed in the Scott Clean Water Education Program 2019 Work Plan. Includes but not limited to community events/expos, library displays, news releases, Outdoor Education Day; and workshops	\$2,080	\$2,100	\$2,080	\$2,100
<b>Capital Improvement Program*</b>	Project development: Prepare subwatershed assessments (SWA) to identify potential projects; identify, contact and meet with landowners with potential projects, including but not limited to the ones identified in the SWA.	\$3,500	\$4,000	\$24,000	\$71,000
	Project design and engineering: feasibility investigations; surveys; project design and conservation plan preparation; construction inspections and certification; cost share contract administration. Eligible projects to include but not limited to: wetland restoration, streambank stabilization, filter strips, bioretention, nutrient management, cover crops, closed tile intakes, grade stabilization structures, grassed and lined waterways, and water and sediment control basins.	\$8,500	\$15,000		
	Cost share and financial incentives for approved project applications	\$12,000	\$52,000		
<b>Regulatory Program Assistance</b>	Research, investigations, and corrective action follow-up related to wetland, feedlot, and buffer law compliance.	\$930	\$950	\$930	\$950
<b>Management and Administration</b>	Prepare and administer Service agreement	\$780	\$800	\$780	\$800
	Attend Board, TAG and other JPB-sponsored meetings				
	Identify and develop recommendations regarding JPO programs and policies				
		<b>GRAND TOTAL:</b>		<b>\$37,940</b>	<b>\$87,200</b>

\* To the maximum extent practical, other local, state, federal cost-share funds will be utilized to implement conservation practices before, or in conjunction with, the use VRWJPO funds. By approval of this work plan, the VRWJPO authorizes the Scott SWCD to utilize funding under this line item to provide financial assistance to landowners and occupiers in the watershed for the implementation of approved practices, as set forth in applicable 2025 cost share and incentive program policies as adopted by Scott SWCD Board of Supervisors. If insufficient CIP funds are available to approve one or more priority project(s), the SWCD will coordinate with JPO staff to request a budget amendment.

## STANDARD ASSURANCES

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County 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 Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals\* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

\*“Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

7. **PREVAILING WAGES.** Contractor shall pay wages to its employees at a rate not less than those established by the Minnesota Department of Labor & Industry for commercial construction projects. In accordance with Minn. Stat. § 471.345, subd. 7 and Dakota County Board Resolution No. 95-55.

8. **BOND FOR G/HVACR CONTRACTORS.** In accordance with Minn. Stat. § 326B.197, if Contractor will be performing any work having to do with gas, heating, ventilation, cooling, air conditioning, fuel burning or refrigeration, the Contractor must give bond to the State of Minnesota for the benefit of persons suffering financial loss by reason of Contractor’s failure to comply with the requirements of the State Mechanical Code.

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [https://oig.hhs.gov/exclusions/exclusions\\_list.asp](https://oig.hhs.gov/exclusions/exclusions_list.asp)

Attycv/Exh SA (Rev. 1-23)

## INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

### APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation.

Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide VRWJPO with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to VRWJPO of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to defend, hold harmless and indemnify VRWJPO from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide VRWJPO with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage, providing coverage on an "occurrence" basis. Policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form. Claims-made coverage is acceptable.

A total combined general liability policy limit of at least \$2,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Such policy(ies) shall name Dakota VRWJPO, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability

Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$2,000,000 per occurrence and aggregate. Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of VRWJPO's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage").

4. Automobile Liability.

Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$2,000,000 per accident

Such policy, shall include VRWJPO, its officers, employees and agents as Additional Insureds thereunder.

5. Network Security and Privacy Liability.

Network security and privacy liability insurance, including first-party costs, for any breach that compromises data obtained while providing services under this Agreement. This insurance should to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. The required limit shall not be less than \$2,000,000 per occurrence with a \$4,000,000 aggregate limit. Claims-made coverage is acceptable. Such insurance shall name VRWJPO, its officials, employees, volunteers and agents as additional insureds. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy if not renewed.

6. Evidence of Insurance.

Contractor shall promptly provide VRWJPO with a Certificate of Insurance prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide VRWJPO with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions.

7. Insurer: Policies.

All policies of insurance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota by a n insurer with a current A.M. Best Company rating of at least A:VII.

8. Release and Waiver.

Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases VRWJPO, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of VRWJPO or other party who is to be released by the terms here of, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of VRWJPO, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by VRWJPO, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by VRWJPO, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

Revised: 11/23



**8e. Motion to Recommend Approval and Authorization to Execute the Revised Joint Powers Agreement that formed the Vermillion River Watershed Joint Powers Organization to the Dakota County Board of Commissioners and Scott County Board of Commissioners**

Meeting Date: 12/5/2024  
 Item Type: Regular-Action  
 Contact: Brian Wisdorf  
 Telephone: 651-438-4474  
 Prepared by: Travis Thiel



**PURPOSE/ACTION REQUESTED**

- Make a motion to recommend approval and authorization to execute the revised joint powers agreement (JPA) that formed the Vermillion River Watershed Joint Powers Organization (VRWJPO) to the Dakota County Board of Commissioners and Scott County Board of Commissioners

**SUMMARY**

VRWJPO staff request that the Vermillion River Watershed Joint Powers Board (VRWJPB) make a motion to the Dakota County Board of Commissioners and Scott County Board Commissioners to approve and authorize the execution of the revised JPA that shall apply to VRWJPO upon its execution by both parties.

The JPA between Dakota and Scott Counties that formed the VRWJPO has not be updated since its adoption in 2002. Recent procedural and operational changes necessitated staff to evaluate changes to the JPA. That evaluation led to several proposed changes to the JPA that update language that is out of date and inaccurate and reflects the current procedures and operations of the VRWJPO. The revised JPA is included as Attachment A. Changes to the JPA include:

- Housekeeping items to clean up outdated language and bring the JPA into compliance with various state requirements
- Recognizing changes to the assignment and terms of County Commissioners on the VRWJPB
- Requiring staffing services be provided by each county to the VRWJPO through separate service agreements
- Clarifying indemnification language and requiring the VRWJPO to carry its own insurance rather than be covered through each county
- Clarifying language on the delegated authority granted to the VRWJPO Administrator and Co-Administrator
- Changing the name of the Vermillion River Watershed Planning Commission (WPC) to Community Advisory Committee (CAC) to better describe its roles/responsibilities
- Updating responsibilities, membership, and term requirements for the CAC
- Adding language to clarify when actions of the CAC are subject to Open Meeting Law

Based on input and revisions to the JPA from staff, the WPC, and the VRWJPB, staff are recommending the VRWJPB make a motion recommending approval and authorization to execute the revised JPA to the Dakota County Board of Commissioners and Scott County Board Commissioners.

**EXPLANATION OF FISCAL/FTE IMPACT**

No fiscal impact

**Supporting Documents:**

Attachment A: VRWJPO Joint Powers Agreement (red lines)

Attachment B: VRWJPO Joint Powers Agreement (clean version)

**Previous Board Action(s):**

**RESOLUTION**

**8e. Motion to Recommend Approval and Authorization to Execute the Revised Joint Powers Agreement that formed the Vermillion River Watershed Joint Powers Organization to the Dakota County Board of Commissioners and Scott County Board of Commissioners**

**WHEREAS**, the Vermillion River Watershed Joint Powers Organization (VRWJPO) was formed when a joint powers agreement (JPA) was adopted in 2002 by Dakota and Scott County Boards agreeing to the operation and management of the VRWJPO; and

**WHEREAS**, the JPA establishes that the VRWJPO will carry out responsibilities and duties pursuant to Minnesota Stat. §§ 103B.211 to 103B.255; and

**WHEREAS**, the JPA has not been revised since the original adoption in 2002; and

**WHEREAS**, recent procedural and operational changes necessitated staff to evaluate changes to the JPA; and

**WHEREAS**, the evaluation led to a number of proposed changes to the JPA that updates language that is out of date, inaccurate, and reflects the current procedures and operations of the VRWJPO; and

**WHEREAS**, revisions to the JPA have been drafted based on the input from staff, Vermillion River Watershed Planning Commission, and Vermillion River watershed Joint Powers Board.

**NOW, THEREFORE, BE IT RESOLVED**, the Vermillion River Watershed Joint Powers Board recommends to the Dakota County Board of Commissioners and Scott County Board of Commissioners that they approve the revised joint powers agreement between Dakota County and Scott County, which shall apply to the Vermillion River Watershed Joint Powers Organization upon its execution by the parties, subject to approval by the Dakota County Attorney's Office and Scott County Attorney's Office as to form.

**JOINT POWERS AGREEMENT  
BETWEEN DAKOTA COUNTY AND SCOTT COUNTY  
FOR VERMILLION RIVER WATERSHED**

WHEREAS, Minnesota Statutes § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, pursuant to Minn. Stat. § 103B.231 a watershed management plan is required for watersheds comprising all minor watershed units wholly or partly within the metropolitan area, in accordance with the requirements of § 103B.205 to § 103B.255; and

WHEREAS, the Vermillion River Watershed is a watershed comprising minor watershed units wholly within the metropolitan area, specifically, within Dakota County and Scott County; and

~~WHEREAS, pursuant to Minn. Stat. § 103B.231 if a watershed management organization within the metropolitan area is terminated, the counties containing the watershed unit shall prepare, adopt, and implement the watershed plan and shall have the planning, review, permitting, and financing authority of a watershed management organization specified in Minn. Stat. §§ 103B.211 to 103B.255; and~~

~~WHEREAS, the Vermillion River Watershed Management Organization, consisting of 21 20 cities and towns located within the Vermillion River Watershed ceased to exist as of August 1, 2000; and~~

WHEREAS, effective September 5, 2002, Dakota County and Scott County entered into a joint powers agreement (“2002 JPA”)~~desire~~ to cooperatively carry out their responsibilities and duties pursuant to Minn. Stat. §§ 103B.-211 to 103B.255; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization (“VRWJPO”), an independent joint powers entity organized under Minn. Stat. § 471.59, was created by the 2002 JPA to carry out Dakota County’s and Scott County’s responsibilities and duties pursuant to Minn. Stat. §§ 103B.211 to 103B.255; and

WHEREAS, Dakota County and Scott County desire to update the terms and conditions of their joint powers agreement to cooperatively carry out their responsibilities and duties pursuant to Minn. Stat. §§ 103B.211 to 103B.255 ~~do so~~ pursuant to the authority granted to them ~~pursuant to by~~ Minn. Stat. § 471.59; and

WHEREAS, Dakota County and Scott County desire that the terms and conditions of this Agreement~~to~~ replace the terms and conditions of the 2002 JPA moving forward effective upon the full execution of this Agreement by the parties to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits that Dakota County and Scott County shall derive herefrom, Dakota County and Scott County hereby enter into this joint powers agreement for the purposes herein.

I. Purposes.

This Agreement has been executed by Dakota and Scott Counties for the purposes set forth at Minn. Stat. § 103B.201 within the political boundary of the Vermillion River watershed located in Dakota County and Scott County, as shown on the attached ~~m~~Map ~~A~~, hereby incorporated by reference. Specifically, the purpose of this Agreement is to establish a joint powers board that will (1) exercise leadership in the development of policies, programs and projects that will promote the accomplishment of the purposes found at Minn. Stat. § 103B.201, including the preparation, adoption and implementation of the plan required by Minn. Stat. § 103B.211 for the Vermillion River watershed and (2) guide and assist Dakota County and Scott County in acting jointly and individually to take actions that will promote the goals listed in Minn. Stat. § 103B.201 and fulfill their responsibilities under Ch~~.apter~~ 103B.

II. Joint Powers Board.

A. Creation and Composition of Joint Powers Board.

A joint powers board, known as the Vermillion River Watershed Joint Powers Board (VRWJPB), ~~has been~~~~is~~ established for the purposes contained herein with the powers and duties set forth in this Agreement. ~~The VRWJPB shall consist of one county commissioner from Scott County and two county commissioners from Dakota County.~~ ~~The board of commissioners of each county shall appoint, by resolution, its representative(s) to the VRWJPB, together with one alternate commissioner.~~ ~~Resolutions appointing representatives of each county shall be filed with the clerk to the board of commissioners of Dakota County.~~

The commissioners of each county assigned to the VRWJPB receive no additional compensation for their appointment to the VRWJPB beyond what they receive as a county commissioner.

B. Terms.

Each county representative and alternate on the VRWJPB shall be appointed for a ~~two~~one-year term, ~~except that the terms of the initial members shall extend from the date of their appointment through December 31, 2004.~~ ~~In the event that~~ any county representative or alternate shall not have been appointed by the board of commissioners prior to expiration of the representative's term, the incumbent representative shall serve until a successor has been appointed.

C. Vacancies.

If the appointment of any representative commissioner or alternate to the VRWJPB is vacated before the end of their ir term, the vacancy shall be filled by appointment by the appropriate county board of commissioners in accordance

with Minn. Stat. § 103B.227, subd. 1, and Minn. Stat. § 471.59, subd. 11.- A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist or if a representative fails to qualify or act as a commissioner. Dakota County and Scott County shall notify the Minnesota Board of Water and Soil Resources of their appointments and vacancies to the VRWJPB pursuant to Minn. Stat. Stat. § 103B.227, subd. 1.

D. Chair and Vice-chair.

The VRWJPB shall elect a chair and a vice-chair from its membership for a one-year terms. The chair shall preside at all meetings of the VRWJPB and shall perform other duties and functions as may be determined by the VRWJPB. The vice-chair shall preside over and act for the VRWJPB during the absence of the chair.

E. Secretary/Treasurer.

The VRWJPB shall elect a secretary/treasurer from its membership for a one-year term. The secretary/treasurer shall submit all minutes of VRWJPB meetings for approval by the VRWJPB and shall assist the chair in overseeing the VRWJPB's budget and finances.

F. Meetings.

Minn. Rule § 8410.0030 requires ~~T~~the VRWJPB ~~shall~~ have regular meetings at least at a minimum annually. The VRWJPB shall determine such times and places to conduct their meetings—and at such times and places as the VRWJPB shall determine. Special meetings may be held on reasonable notice by the chair or by a majority of the VRWJPB upon terms and conditions as the VRWJPB may determine. The presence of a majority of the VRWJPB at a meeting shall constitute a quorum. The VRWJPB shall be subject to the requirements of the Open Meeting Law, Minn. Stat. Ch. 13D.

The VRWJPO shall post all notifications regarding the VRWJPB's meeting agendas and location and time of meetings on its website and any other location required by the Open Meeting Law, Minn. Stat. Ch. 13D.

G. Voting.

Each county representative shall be entitled to one vote. If a county representative is absent, that county's alternate is entitled to one vote. If more than one Dakota County representative is absent, Dakota County's alternate shall be entitled to only one vote. The VRWJPB shall function by a majority vote of the county representatives present.

Decisions of the VRWJPB, including decisions regarding capital improvement projects, require a majority vote.;

H. Staff.

Dakota County and Scott County shall provide staff support to the VRWJPB. Dakota County and Scott County shall provide legal services as needed, and in accordance with applicable law.

Dakota County shall provide staffing for the VRWJPO's day-to-day operations, including assigning an administrator (Administrator) to act as a liaison and perform the duties generally described in this joint powers agreement 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, project planning and staffing under the direction of the VRWJPB, and any other role generally described in the Vermillion River Watershed Management Plan.

Scott County shall provide staffing of a co-administrator (Co-Administrator) for the VRWJPO to act as a liaison and to assist the Administrator regarding VRWJPO activities including but not limited to managing the general operations and activities of the VRWJPO, implementation of the watershed plan in Scott County, project planning and staffing under the direction of the VRWJPB, and any other role generally described in the Vermillion River Watershed Management Plan.

By resolution of the VRWJPB, the VRWJPB may annually delegate limited authority to the Administrator and/or Co-Administrator. The limited authority delegated annually to the Administrator and/or Co-Administrator shall be reviewed by the VRWJPB following a change of commissioners serving on the VRWJPB or a change in the staffing of either the Administrator or Co-Administrator by the counties.

Both the Dakota County Attorney's Office and Scott County Attorney's Office have statutory obligations to represent their County Board pursuant to Minn. Stat. Ch. 388, and legal obligations imposed by various provisions of state statute. In the event that either the Dakota County Attorney's Office or the Scott County Attorney's Office determines a conflict of interest would exist if the County Attorney's Office represented both their county and the VRWJPO/VRWJPB on a specific matter, the County Attorney's Office will so inform the county and VRWJPB through its Administrator or Co-Administrator. In the event a County Attorney determines a conflict exists, the conflict of interest procedures of the applicable County Attorney's Office will be followed and the VRWJPO/VRWJPB will obtain independent legal counsel to represent the VRWJPO/VRWJPB in the matter where the conflict exists. The parties agree

that there is no conflict of interest for either the Dakota County Attorney's Office or the Scott County Attorney's Office to represent both their county and the VRWJPO/VRWJPB in preparation and execution of this Agreement. Requests for legal services made by the VRWJPO/VRWJPB will be handled on the same priority basis as that of the counties.

Funding for the staffing services described herein are covered by the VRWJPO/VRWJPB revenues from the counties, applicable grant funds or other State appropriations when available. The staffing services and payment for staffing services identified herein shall be in accordance to separate service agreements between the counties and VRWJPO/VRWJPB when deemed necessary by the applicable county.

I. Duties of the VRWJPB.

The VRWJPB shall have the responsibility to prepare, adopt and implement a plan for the Vermillion River watershed that meets the requirements of Minn. Stat. § 103B.231; the responsibility to review and approve local water management plans as provided in Minn. Stat. § 103B.235; the responsibility to regulate the use and development of land in the Vermillion River watershed if the conditions found at Minn. Stat. §. 103B.211, subd. 1(a)(3)(i)(ii)(iii) are present.

III. Powers of the VRWJPB.

A. General Powers.

The VRWJPB is hereby authorized to exercise such authority as is necessary and proper to fulfill its purposes and perform the duties identified in ~~paragraph Section II~~ (I) above. Such authority shall include, but not be limited to, those specific powers enumerated in ~~paragraph Section III (Sections B through I)~~ herein. The VRWJPB may refer decisions for approval by the boards of commissioners of Dakota County and Scott County. The VRWJPB shall not have the authority described at Minn. Stat. § 103B.211, subd. 1(a)(6).

B. Contracts.

The VRWJPB may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law, including contracts with Dakota County

and/or Scott County.- Additionally, the VRWJPB may enter into agreements pursuant to Minn. Stat. § 471.59. The VRWJPB may approve any contract up to the amount included in the approved annual budget and may authorize its chair, Administrator or Co-Administrator— to execute these contracts in accordance with and subject to the limitations set forth herein and/or resolution of the VRWJPB. -No payment on any invoice for services performed by a consultant or any other person or organization providing services in connection with this Agreement shall be authorized unless approved by the chair and vice-chair, ~~or by~~ the chair and secretary/treasurer, ~~or Administrator or Co-Administrator~~. The chair, Administrator or Co-Administrator shall report to the VRWJPB and the VRWJPB shall ratify any such payments authorized under this provision at its next regular meeting.

C. Funds.

The VRWJPB may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the parties to this Agreement.

D. Bylaws.

The VRWJPB shall have the power to adopt and amend such bylaws ~~that~~ it may deem necessary or desirable for the conduct of its business. Such bylaws shall be consistent with this Agreement and any applicable laws or regulations.

E. Grants and Loans.

The VRWJPB may apply for and accept gifts, grants or loans of money, other property or assistance from the United States government, the State of Minnesota, or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money, other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.

F. Property.

The VRWJPB may hold such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement make distribution of such property as is provided for in this Agreement.

G. Insurance.

The VRWJPO shall obtain protection for the board, participants, sponsoring agencies and any owned property. At a minimum the VRWJPO shall maintain liability coverage for the actions of the VRWJPB with a limit of coverage equal to or greater than the liability limits under Minn. Stats. Ch. 466. The VRWJPO



~~shall also obtain tail coverage following termination of this Agreement to cover the statute of limitations period during which a claim could be made against the VRWJPO/VRWJPB. Any insurance obtained shall name each participant and sponsoring agency as a covered party. The VRWJPB may obtain any liability insurance or other insurance it deems necessary to insure itself and Dakota County and Scott County for action arising out of this Agreement.~~

H. Exercise of Powers.

All powers granted herein shall be exercised by the VRWJPB in a fiscally responsible manner and in accordance with the requirements of law. – The purchasing and contracting requirements of the county which is the lead for the project shall apply to the VRWJPB.

I. Public Participation.

The VRWJPB shall provide for such public participation in the conduct of its activities as will promote understanding of its activities among the public and local governmental units affected by the activities and the informal resolution of disputes or complaints.

IV. Reservation of Authority.

All responsibilities not specifically set out to be jointly exercised by the VRWJPB under this Agreement are hereby reserved to the ~~c~~Counties.

V. Budgeting and Funding.

A. Budget.

By September 1 of each year, the VRWJPB shall adopt a budget for the following calendar year in accordance with Minn. Stat. § 103B.211, subd. 1 (a)(5). Any proposed contribution from Dakota County or Scott County which the VRWJPB deems appropriate to be satisfied from the annual property tax levy must be recommended to Dakota County and Scott County prior to the date by which the counties shall establish their maximum levy pursuant to Minn. Stat. § 275.065, subd. 1. Other proposed contributions or assessments from Dakota County or Scott County may be made at any time.

B. County Funding.

If there is proposed funding from Dakota County or Scott County which is to be satisfied from the annual property tax levy, such proposed funding shall not become the obligation of either county unless and until the respective county has agreed to the funding as part of the county's annual budget and levy process pursuant to Minn. Stat. § 275.065. -If there is proposed funding from Dakota

County or Scott County which is not to be satisfied from the annual property tax levy, such funding shall not become the obligation of either county until the respective county has agreed by resolution to the funding.

Any proposed funding from Dakota County or Scott County which has been included within the county's levy or which has been approved by resolution of the Dakota County or Scott County board of commissioners shall constitute an assessment against the county and shall be paid over to the VRWJPB pursuant to its terms, this Agreement, and as required by law.

C. Expenditure Policy.

Dakota County and Scott County agree that the budget for each year shall include expenditures which will benefit the portion of the Vermillion River Watershed located in Scott County.

D. Fiscal Agent.

Dakota County agrees to serve as the fiscal agent for the VRWJPB. Dakota County agrees to provide any and all budgeting and accounting services necessary or convenient for the VRWJPB. Such services include, but are not limited to, management of all funds, including county contributions and grant monies; payment for contracted services; relevant record keeping and bookkeeping. The ~~treasurer/auditor~~ Finance Department of Dakota County shall act as controller for the VRWJPB and shall draw warrants to pay demands against the VRWJPB when the demands have been approved by the VRWJPB. The VRWJPB may in its discretion choose to retain a fiscal agent and/or controller other than Dakota County. Dakota and Scott County retains the authority to request reports pertaining to any and all budgeting, ~~and~~ accounting and controller services. All interest earned from VRWJPB funds shall be credited back to that fund.

E. Accountability.

Strict accountability of All funds and report of all receipts shall be accounted for according to generally accepted accounting principles provided for pursuant to Minn. Stat. § 471.59, subd. 3.

VI. ~~Watershed Planning Commission~~ Community Advisory Committee.

As soon as practicable after appointment of the VRWJPB, the VRWJPB by resolution shall establish and make appointments to the Community Advisory Committee (formally known as the Watershed Planning Commission (WPC), which shall initially be comprised of the currently appointed members of the Watershed Planning Commission, who shall serve as members of the Community Advisory Committee for

the remainder of their current terms. Thereafter, the VRWJPB shall utilize an open appointments process for making these appointments.

A. Responsibilities of ~~WPC~~Community Advisory Committee.

~~The ~~WPC~~Community Advisory Committee shall have the responsibility to advise the VRWJPB with respect to implementation of the VRMJPB's VRWJPB's duties pursuant to this Agreement, including the responsibility to review and provide ,—comment and non-binding recommendation and recommend upon~~regarding the VRWJPO's proposed watershed management plan; ~~review, comment and recommend upon the ,~~ proposed annual work plan and budget, and any other item for which the VRWJPB requests a recommendation. The Community Advisory Committee may also provide comment to the VRWJPB regarding any items discussed by the Community Advisory Committee at its meetings; ~~and recommend action regarding disputes pursuant to section IX hereof.~~

B. Membership.

The ~~WPC~~Community Advisory Committee shall consist of nine members who are residents of ~~the Vermillion River Watershed~~either Dakota County or Scott County. One shall be from Scott County and eight shall be from Dakota County. The VRWJPB shall appoint members of the Community Advisory Committee for a term of three (3) years ("Appointment Term"). Excluding any "interim appointment," a member of the Community Advisory Committee can be appointed to serve two (2) consecutive terms. The Appointment Term shall begin on the day of appointment. The VRWJPB may appoint an expiring term member of the Community Advisory Committee to continue to serve as an interim appointment upon the expiration of that member's term where the VRWJPB has not received applications for that expiring term member's position. The interim member's appointment shall expire upon the VRWJPB's appointment of a new member of the Community Advisory Committee filling the position held by the interim member.

~~WPC members shall be appointed to three year staggered terms. WPC members must be and remain residents of the watershed and the County from which they were appointed. WPC members are limited to serving two consecutive terms.~~

C. Conflict of Interest.

If any ~~WPC~~Community Advisory Committee member has a financial interest or personal interest with respect to the parties involved, or stands to realize a financial or personal gain or loss with respect to an ~~action item~~ on any matter coming before the ~~Community Advisory Committee~~WPC, that member shall disclose this fact and be disqualified from taking part in any discussion, ~~or action comment or non-binding recommendation~~ on the matter as a member of the ~~Community Advisory Committee~~WPC. -The chair of the Community Advisory

~~CommitteeWPC~~ shall make rulings on such disqualifications.- Any Community Advisory CommitteeWPC member who believes that the Community Advisory CommitteeWPC chair should be disqualified from any matter hereunder may refer the matter to the vice-chair who shall make a ruling on such disqualification.

D. Compensation.

Members of the Community Advisory CommitteeWPC shall be eligible to receive a per diem payment ~~of \$35-~~ in an amount approved by each County per meeting in lieu of expenses.

E. Officers.

The Community Advisory CommitteeWPC shall elect a chair and vice-chair from among its members. The chair and vice-chair shall serve for one-year terms.

F. Meetings.

The Community Advisory CommitteeWPC shall meet regularly pursuant to a schedule established by the Community Advisory CommitteeWPC. Special meetings may be called by the chair. All meetings shall be conducted in accordance with Community Advisory Committee bylaws adopted pursuant to Section VI (G). The WPC shall be subject to the Open Meeting Law, Minn. Stat. Ch. 13D.

G. Bylaws.

The Community Advisory CommitteeWPC shall adopt bylaws governing its activities. Such bylaws shall address time, place, and manner of meetings consistent with any applicable law. Such bylaws shall also be subject to approval by the VRWJPB and shall be consistent with law and terms of this Agreement.

H. Staff Support.

Dakota County and Scott County shall provide staff support to the Community Advisory CommitteeWPC. The cost of such support will be funded through the budget of the VRWJPB. The VRWJPB also may make technical support available to the Community Advisory CommitteeWPC.

VII. Indemnification.

~~If the VRWJPB incurs any expenses as a result of a claim for damages, the expenses and any damages paid shall be assessed against the counties in proportionate shares. Proportionality will be measured with reference to fault, percentage of county financial contribution, location of the project or other similar factors giving rise to the damages or expenses. Dakota County and Scott County hereby agree to indemnify, save, hold harmless and defend the VRWJPB, its officers, employees, and agents for negligent or intentional acts or omissions of itself, its officers, employees, and agents that result in expenses or damages assessed against the VRWJPB~~

~~The VRWJPB-O shall be considered a separate and distinct public entity to which the parties Dakota County and Scott County have transferred all responsibility and control for actions taken pursuant to this Agreement. The VRWJPOB shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stats.esota Statues Ch.apter 466.~~

~~The VRWJPOB shall fully defend, indemnify and hold harmless the parties Dakota County and Scott County against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the VRWJPB and/or employees and/or the agents of the VRWJPO, if anyB. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minn.esota Statutes.; §Section 466.04.~~

~~To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minn.esota Stat.utes, §Section 471.59, subd. 1a; provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.~~

~~The parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other parties.~~

-

### VIII. Records, Accounts, and Reports.

The books and records of the VRWJPB shall be subject to the provisions of Minn. Stats. Ch. 13. ~~The VRWJPB annually shall give a complete written report of all financial activities for the previous fiscal year to the counties.~~

IX. Dispute Resolution.

Disputes between Dakota County and Scott County may be addressed by any means agreed upon by them, and may include the procedures set forth at Minn. Stat. § 103B.345.

X. Termination.

This Agreement shall continue until it is terminated upon the withdrawal of either member county. Either county may withdraw upon one year's written notice of intent to withdraw to the other county. Withdrawal shall not act to discharge any liability incurred or chargeable to the withdrawing county before the effective date of the withdrawal. Such liability shall continue until discharged by law or agreement.

XI. Distribution of Surplus Funds and Property.

Upon termination of this Agreement, funds and property held by the VRWJPB shall then be distributed to Dakota County and Scott County in proportion to their contributions.

XII. Amendments.

This Agreement may be amended only in writing and upon consent of each of the county boards of commissioners of Dakota County and Scott County.

XIII. 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.

XIV. Replaces Prior Agreement.

This Agreement replaces the 2002 JPA executed by Dakota County and Scott County as it relates the powers, duties and obligations to be exercised hereunder commencing on the date that this Agreement is executed by the parties hereto.

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

[SIGNATURES ON THE FOLLOWING PAGE]

Approved as to form:

\_\_\_\_\_  
Assistant Dakota County Attorney/Date

**COUNTY OF DAKOTA**

By \_\_\_\_\_  
~~Donald J. Maher~~ Joe Atkins  
Chair, Board of Commissioners

Date of Signature \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
~~Mary Scheide~~ Jennifer Reynolds  
Jennifer Reynolds  
Clerk to the Board

Date of Signature \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant ~~Dakota~~ Scott County Attorney/Date

**COUNTY OF SCOTT**

By \_\_\_\_\_  
Barb Weckman Brekke  
Chair, Board of Commissioners

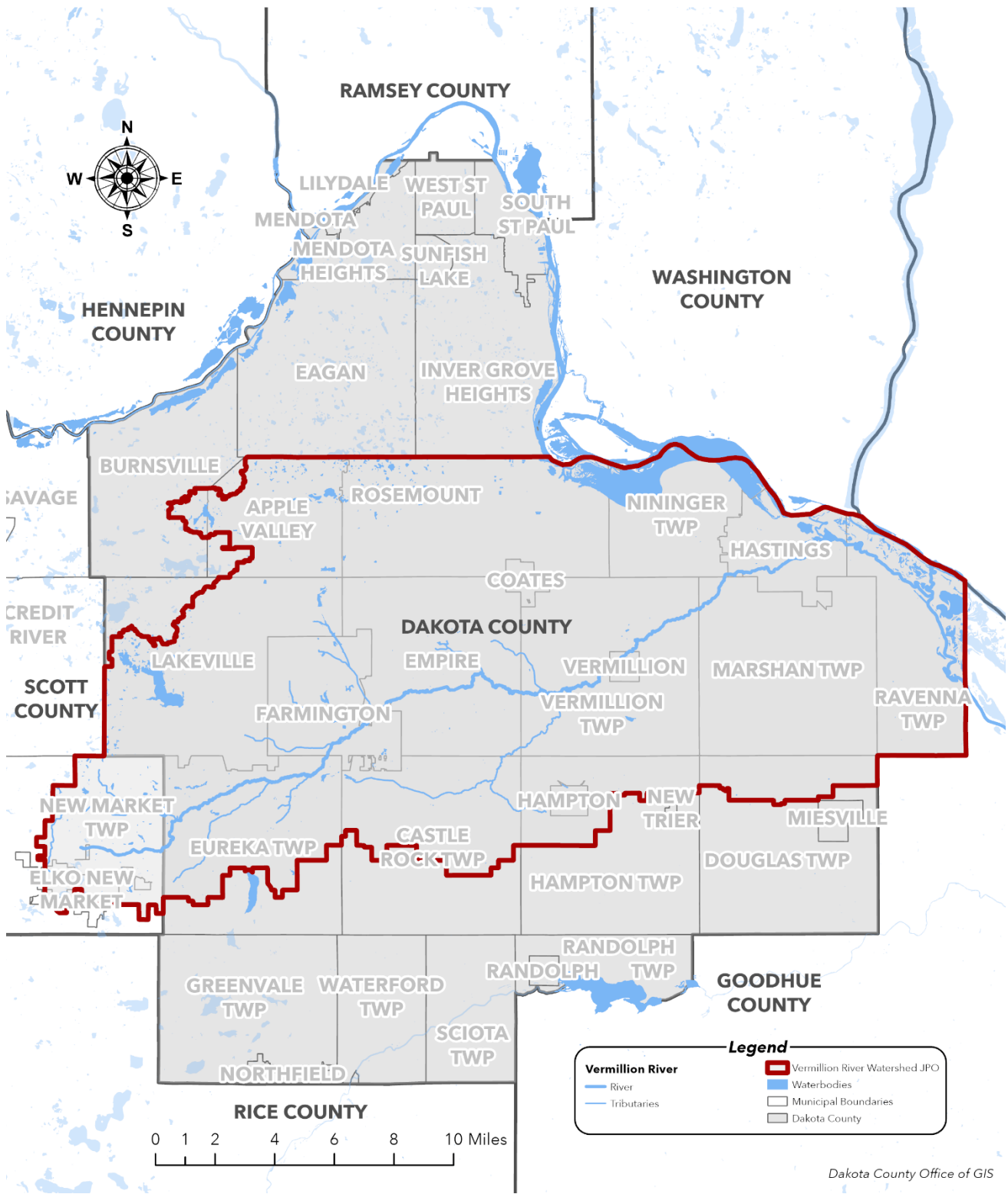
Date of Signature \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lezlie Vermillion  
Clerk to the Board/Administrator

Date of Signature \_\_\_\_\_

# Vermillion River Watershed





**JOINT POWERS AGREEMENT  
BETWEEN DAKOTA COUNTY AND SCOTT COUNTY  
FOR VERMILLION RIVER WATERSHED**

WHEREAS, Minnesota Statutes § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, pursuant to Minn. Stat. § 103B.231 a watershed management plan is required for watersheds comprising all minor watershed units wholly or partly within the metropolitan area, in accordance with the requirements of § 103B.205 to § 103B.255; and

WHEREAS, the Vermillion River Watershed is a watershed comprising minor watershed units wholly within the metropolitan area, specifically, within Dakota County and Scott County; and

WHEREAS, effective September 5, 2002, Dakota County and Scott County entered into a joint powers agreement (“2002 JPA”) to cooperatively carry out their responsibilities and duties pursuant to Minn. Stat. §§ 103B.211 to 103B.255; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization (“VRWJPO”), an independent joint powers entity organized under Minn. Stat. § 471.59, was created by the 2002 JPA to carry out Dakota County’s and Scott County’s responsibilities and duties pursuant to Minn. Stat. §§ 103B.211 to 103B.255; and

WHEREAS, Dakota County and Scott County desire to update the terms and conditions of their joint powers agreement to cooperatively carry out their responsibilities and duties pursuant to Minn. Stat. §§ 103B.211 to 103B.255 pursuant to the authority granted to them by Minn. Stat. § 471.59; and

WHEREAS, Dakota County and Scott County desire that the terms and conditions of this Agreement replace the terms and conditions of the 2002 JPA moving forward effective upon the full execution of this Agreement by the parties to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits that Dakota County and Scott County shall derive herefrom, Dakota County and Scott County hereby enter into this joint powers agreement for the purposes herein.

I. Purposes.

This Agreement has been executed by Dakota and Scott Counties for the purposes set forth at Minn. Stat. § 103B.201 within the political boundary of the Vermillion River watershed located in Dakota County and Scott County, as shown on the attached map, hereby incorporated by reference. Specifically, the purpose of this Agreement is to establish a joint powers board that will (1) exercise leadership in the development of policies, programs and projects that will promote the accomplishment of the purposes found at Minn. Stat. § 103B.201, including the preparation, adoption and implementation of the plan required by Minn. Stat. § 103B.211 for the Vermillion River

watershed and (2) guide and assist Dakota County and Scott County in acting jointly and individually to take actions that will promote the goals listed in Minn. Stat. § 103B.201 and fulfill their responsibilities under Minn. Stats. Ch. 103B.

II. Joint Powers Board.

A. Creation and Composition of Joint Powers Board.

A joint powers board, known as the Vermillion River Watershed Joint Powers Board (VRWJPB), has been established for the purposes contained herein with the powers and duties set forth in this Agreement. The VRWJPB shall consist of one county commissioner from Scott County and two county commissioners from Dakota County. The board of commissioners of each county shall appoint, by resolution, its representative(s) to the VRWJPB, together with one alternate commissioner. Resolutions appointing representatives of each county shall be filed with the clerk to the board of commissioners of Dakota County.

The commissioners of each county assigned to the VRWJPB receive no additional compensation for their appointment to the VRWJPB beyond what they receive as a county commissioner.

B. Terms.

Each county representative and alternate on the VRWJPB shall be appointed for a one-year term. In the event any county representative or alternate shall not have been appointed by the board of commissioners prior to expiration of the representative's term, the incumbent representative shall serve until a successor has been appointed.

C. Vacancies.

If the appointment of any representative commissioner or alternate to the VRWJPB is vacated before the end of their term, the vacancy shall be filled by appointment by the appropriate county board of commissioners in accordance with Minn. Stat. § 103B.227, subd. 1, and Minn. Stat. § 471.59, subd. 11. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist or if a representative fails to qualify or act as a commissioner. Dakota County and Scott County shall notify the Minnesota Board of Water and Soil Resources of their appointments and vacancies to the VRWJPB pursuant to Minn. Stat. Stat. § 103B.227, subd. 1.

D. Chair and Vice-chair.

The VRWJPB shall elect a chair and a vice-chair from its membership for a one-year term. The chair shall preside at all meetings of the VRWJPB and shall perform other duties and functions as may be determined by the VRWJPB. The

vice-chair shall preside over and act for the VRWJPB during the absence of the chair.

E. Secretary/Treasurer.

The VRWJPB shall elect a secretary/treasurer from its membership for a one-year term. The secretary/treasurer shall submit all minutes of VRWJPB meetings for approval by the VRWJPB and shall assist the chair in overseeing the VRWJPB's budget and finances.

F. Meetings.

Minn. Rule § 8410.0030 requires the VRWJPB have regular meetings at a minimum annually. The VRWJPB shall determine such times and places to conduct their meetings. Special meetings may be held on reasonable notice by the chair or by a majority of the VRWJPB upon terms and conditions as the VRWJPB may determine. The presence of a majority of the VRWJPB at a meeting shall constitute a quorum. The VRWJPB shall be subject to the requirements of the Open Meeting Law, Minn. Stats. Ch. 13D.

The VRWJPO shall post all notifications regarding the VRWJPB's meeting agendas and location and time of meetings on its website and any other location required by the Open Meeting Law, Minn. Stats. Ch. 13D.

G. Voting.

Each county representative shall be entitled to one vote. If a county representative is absent, that county's alternate is entitled to one vote. If more than one Dakota County representative is absent, Dakota County's alternate shall be entitled to only one vote. The VRWJPB shall function by a majority vote of the county representatives present.

Decisions of the VRWJPB, including decisions regarding capital improvement projects, require a majority vote.

H. Staff.

Dakota County and Scott County shall provide staff support to the VRWJPB. Dakota County and Scott County shall provide legal services as needed, and in accordance with applicable law.

Dakota County shall provide staffing for the VRWJPO's day-to-day operations, including assigning an administrator (Administrator) to act as a liaison and perform the duties generally described in this joint powers agreement 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, project planning and staffing under the direction of the VRWJPB, and any other role generally described in the Vermillion River Watershed Management Plan.

Scott County shall provide staffing of a co-administrator (Co-Administrator) for the VRWJPO to act as a liaison and to assist the Administrator regarding VRWJPO activities including but not limited to managing the general operations and activities of the VRWJPO, implementation of the watershed plan in Scott County, project planning and staffing under the direction of the VRWJPB, and any other role generally described in the Vermillion River Watershed Management Plan.

By resolution of the VRWJPB, the VRWJPB may annually delegate limited authority to the Administrator and/or Co-Administrator. The limited authority delegated annually to the Administrator and/or Co-Administrator shall be reviewed by the VRWJPB following a change of commissioners serving on the VRWJPB or a change in the staffing of either the Administrator or Co-Administrator by the counties.

Both the Dakota County Attorney's Office and Scott County Attorney's Office have statutory obligations to represent their County Board pursuant to Minn. Stats. Ch. 388, and legal obligations imposed by various provisions of state statute. In the event that either the Dakota County Attorney's Office or the Scott County Attorney's Office determines a conflict of interest would exist if the County Attorney's Office represented both their county and the VRWJPO/VRWJPB on a specific matter, the County Attorney's Office will so inform the county and VRWJPB through its Administrator or Co-Administrator. In the event a County Attorney determines a conflict exists, the conflict of interest procedures of the applicable County Attorney's Office will be followed and the VRWJPO/VRWJPB will obtain independent legal counsel to represent the VRWJPO/VRWJPB in the matter where the conflict exists. The parties agree that there is no conflict of interest for either the Dakota County Attorney's Office or the Scott County Attorney's Office to represent both their county and the VRWJPO/VRWJPB in preparation and execution of this Agreement. Requests for legal services made by the VRWJPO/VRWJPB will be handled on the same priority basis as that of the counties.

Funding for the staffing services described herein are covered by the VRWJPO/VRWJPB revenues from the counties, applicable grant funds or other State appropriations when available. The staffing services and payment for staffing services identified herein shall be in accordance to separate service agreements between the counties and VRWJPO/VRWJPB when deemed necessary by the applicable county.

I. Duties of the VRWJPB.

The VRWJPB shall have the responsibility to prepare, adopt and implement a plan for the Vermillion River watershed that meets the requirements of Minn. Stat. § 103B.231; the responsibility to review and approve local water management plans as provided in Minn. Stat. § 103B.235; the responsibility to regulate the use and development of land in the Vermillion River watershed if the conditions found at Minn. Stat. § 103B.211, subd. 1(a)(3)(i)(ii)(iii) are present.

III. Powers of the VRWJPB.

A. General Powers.

The VRWJPB is hereby authorized to exercise such authority as is necessary and proper to fulfill its purposes and perform the duties identified in Section II (I) above. Such authority shall include, but not be limited to, those specific powers enumerated in Section III (B through I) herein. The VRWJPB may refer decisions for approval by the boards of commissioners of Dakota County and Scott County. The VRWJPB shall not have the authority described at Minn. Stat. § 103B.211, subd. 1(a)(6).

B. Contracts.

The VRWJPB may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law, including contracts with Dakota County and/or Scott County. Additionally, the VRWJPB may enter into agreements pursuant to Minn. Stat. § 471.59. The VRWJPB may approve any contract up to the amount included in the approved annual budget and may authorize its chair, Administrator or Co-Administrator to execute these contracts in accordance with and subject to the limitations set forth herein and/or resolution of the VRWJPB. No payment on any invoice for services performed by a consultant or any other person or organization providing services in connection with this Agreement shall be authorized unless approved by the chair and vice-chair, the chair and secretary/treasurer, Administrator or Co-Administrator. The chair, Administrator or Co-Administrator shall report to the VRWJPB and the VRWJPB shall ratify any such payments authorized under this provision at its next regular meeting.

C. Funds.

The VRWJPB may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the parties to this Agreement.

D. Bylaws.

The VRWJPB shall have the power to adopt and amend such bylaws it may deem necessary or desirable for the conduct of its business. Such bylaws shall be consistent with this Agreement and any applicable laws or regulations.

E. Grants and Loans.

The VRWJPB may apply for and accept gifts, grants or loans of money, other property or assistance from the United States government, the State of Minnesota, or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money, other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.

F. Property.

The VRWJPB may hold such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement make distribution of such property as is provided for in this Agreement.

G. Insurance.

The VRWJPO shall obtain protection for the board, participants, sponsoring agencies and any owned property. At a minimum the VRWJPO shall maintain liability coverage for the actions of the VRWJPB with a limit of coverage equal to or greater than the liability limits under Minn. Stats. Ch. 466. The VRWJPO shall also obtain tail coverage following termination of this Agreement to cover the statute of limitations period during which a claim could be made against the VRWJPO/VRWJPB. Any insurance obtained shall name each participant and sponsoring agency as a covered party.

H. Exercise of Powers.

All powers granted herein shall be exercised by the VRWJPB in a fiscally responsible manner and in accordance with the requirements of law. The purchasing and contracting requirements of the county which is the lead for the project shall apply to the VRWJPB.

I. Public Participation.

The VRWJPB shall provide for such public participation in the conduct of its activities as will promote understanding of its activities among the public and local governmental units affected by the activities and the informal resolution of disputes or complaints.

IV. Reservation of Authority.

All responsibilities not specifically set out to be jointly exercised by the VRWJPB under this Agreement are hereby reserved to the counties.

V. Budgeting and Funding.

A. Budget.

By September 1 of each year, the VRWJPB shall adopt a budget for the following calendar year in accordance with Minn. Stat. § 103B.211, subd. 1 (a)(5). Any proposed contribution from Dakota County or Scott County which the VRWJPB deems appropriate to be satisfied from the annual property tax levy must be recommended to Dakota County and Scott County prior to the date by which the counties shall establish their maximum levy pursuant to Minn. Stat. § 275.065, subd. 1. Other proposed contributions or assessments from Dakota County or Scott County may be made at any time.

B. County Funding.

If there is proposed funding from Dakota County or Scott County which is to be satisfied from the annual property tax levy, such proposed funding shall not become the obligation of either county unless and until the respective county has agreed to the funding as part of the county's annual budget and levy process pursuant to Minn. Stat. § 275.065. If there is proposed funding from Dakota County or Scott County which is not to be satisfied from the annual property tax levy, such funding shall not become the obligation of either county until the respective county has agreed by resolution to the funding.

Any proposed funding from Dakota County or Scott County which has been included within the county's levy or which has been approved by resolution of the Dakota County or Scott County board of commissioners shall constitute an assessment against the county and shall be paid over to the VRWJPB pursuant to its terms, this Agreement, and as required by law.

C. Expenditure Policy.

Dakota County and Scott County agree that the budget for each year shall include expenditures which will benefit the portion of the Vermillion River Watershed located in Scott County.

D. Fiscal Agent.

Dakota County agrees to serve as the fiscal agent for the VRWJPB. Dakota County agrees to provide any and all budgeting and accounting services

necessary or convenient for the VRWJPB. Such services include, but are not limited to, management of all funds, including county contributions and grant monies; payment for contracted services; relevant record keeping and bookkeeping. The Finance Department of Dakota County shall act as controller for the VRWJPB and shall draw warrants to pay demands against the VRWJPB when the demands have been approved by the VRWJPB. The VRWJPB may in its discretion choose to retain a fiscal agent and/or controller other than Dakota County. Dakota and Scott County retain the authority to request reports pertaining to any and all budgeting, accounting and controller services. All interest earned from VRWJPB funds shall be credited back to that fund.

E. Accountability.

Strict accountability of all funds and report of all receipts shall be provided for pursuant to Minn. Stat. § 471.59, subd. 3.

VI. Community Advisory Committee.

The VRWJPB by resolution shall establish and make appointments to the Community Advisory Committee (formally known as the Watershed Planning Commission), which shall initially be comprised of the currently appointed members of the Watershed Planning Commission, who shall serve as members of the Community Advisory Committee for the remainder of their current terms. Thereafter, the VRWJPB shall utilize an open appointment process for making these appointments.

A. Responsibilities of Community Advisory Committee.

The Community Advisory Committee shall have the responsibility to review and provide comment and non-binding recommendation regarding the VRWJPO's proposed watershed management plan, proposed annual work plan and budget, and any other item for which the VRWJPB requests a recommendation. The Community Advisory Committee may also provide comment to the VRWJPB regarding any items discussed by the Community Advisory Committee at its meetings.

B. Membership.

The Community Advisory Committee shall consist of nine members who are residents of either Dakota County or Scott County. One shall be from Scott County and eight shall be from Dakota County. The VRWJPB shall appoint members to the Community Advisory Committee for a term of three (3) years ("Appointment Term"). Excluding any "interim appointment," a member of the Community Advisory Committee can be appointed to serve two (2) consecutive terms. The Appointment Term shall begin on the day of appointment. The VRWJPB may appoint an expiring term member of the Community Advisory Committee to continue to serve as an interim appointment upon the expiration



of that member's term where the VRWJPB has not received applications for that expiring term member's position. The interim member's appointment shall expire upon the VRWJPB's appointment of a new member of the Community Advisory Committee filling the position held by the interim member.

C. Conflict of Interest.

If any Community Advisory Committee member has a financial interest or personal interest with respect to the parties involved, or stands to realize a financial or personal gain or loss with respect to an item on any matter coming before the Community Advisory Committee, that member shall disclose this fact and be disqualified from taking part in any discussion, comment or non-binding recommendation on the matter as a member of the Community Advisory Committee. The chair of the Community Advisory Committee shall make rulings on such disqualifications. Any Community Advisory Committee member who believes that the Community Advisory Committee chair should be disqualified from any matter hereunder may refer the matter to the vice-chair who shall make a ruling on such disqualification.

D. Compensation.

Members of the Community Advisory Committee shall be eligible to receive a per diem payment in an amount approved by each County per meeting in lieu of expenses.

E. Officers.

The Community Advisory Committee shall elect a chair and vice-chair from among its members. The chair and vice-chair shall serve for one-year terms.

F. Meetings.

The Community Advisory Committee shall meet regularly pursuant to a schedule established by the Community Advisory Committee. Special meetings may be called by the chair. All meetings shall be conducted in accordance with Community Advisory Committee bylaws adopted pursuant to Section VI (G).

G. Bylaws.

The Community Advisory Committee shall adopt bylaws governing its activities. Such bylaws shall address time, place, and manner of meetings consistent with any applicable law. Such bylaws shall also be subject to approval by the VRWJPB and shall be consistent with law and terms of this Agreement.

H. Staff Support.

Dakota County and Scott County shall provide staff support to the Community Advisory Committee. The cost of such support will be funded through the budget of the VRWJPB. The VRWJPB also may make technical support available to the Community Advisory Committee.

VII. Indemnification.

The VRWJPO shall be considered a separate and distinct public entity to which the Dakota County and Scott County have transferred all responsibility and control for actions taken pursuant to this Agreement. The VRWJPO shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stats. Ch. 466.

The VRWJPO shall fully defend, indemnify and hold harmless Dakota County and Scott County against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the VRWJPB and/or employees and/or the agents of the VRWJPO, if any. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minn. Stat. § 466.04.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minn. Stat. § 471.59, subd. 1a; provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other parties.

VIII. Records, Accounts, and Reports.

The books and records of the VRWJPB shall be subject to the provisions of Minn. Stats. Ch. 13. The VRWJPB annually shall give a complete written report of all financial activities for the previous fiscal year to the counties.

IX. Dispute Resolution.

Disputes between Dakota County and Scott County may be addressed by any means agreed upon by them and may include the procedures set forth at Minn. Stat. § 103B.345.

X. Termination.

This Agreement shall continue until it is terminated upon the withdrawal of either member county. Either county may withdraw upon one year's written notice of intent to withdraw to the other county. Withdrawal shall not act to discharge any liability incurred or chargeable to the withdrawing county before the effective date of the withdrawal. Such liability shall continue until discharged by law or agreement.

XI. Distribution of Surplus Funds and Property.

Upon termination of this Agreement, funds and property held by the VRWJPB shall then be distributed to Dakota County and Scott County in proportion to their contributions.

XII. Amendments.

This Agreement may be amended only in writing and upon consent of each of the county boards of commissioners of Dakota County and Scott County.

XIII. 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.

XIV. Replaces Prior Agreement.

This Agreement replaces the 2002 JPA executed by Dakota County and Scott County as it relates the powers, duties and obligations to be exercised hereunder commencing on the date that this Agreement is executed by the parties hereto.

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

[SIGNATURES ON THE FOLLOWING PAGE]

Approved as to form:

\_\_\_\_\_  
Assistant Dakota County Attorney/Date

**COUNTY OF DAKOTA**

By \_\_\_\_\_  
Joe Atkins  
Chair, Board of Commissioners

Date of Signature \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jennifer Reynolds  
Clerk to the Board

Date of Signature \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant Scott County Attorney/Date

**COUNTY OF SCOTT**

By \_\_\_\_\_  
Barb Weckman Brekke  
Chair, Board of Commissioners

Date of Signature \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lezlie Vermillion  
Clerk to the Board/Administrator

Date of Signature \_\_\_\_\_

# Vermillion River Watershed

