

**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. § 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 with appointment preference given to applicants that live within the watershed area for which they are to be appointed. 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:

/s/ Brian J. Wisdorf 1/14/2025

Brian Wisdorf

Assistant Dakota County Attorney/Date  
KS-24-47

County Board Resolution No. 24-623

COUNTY OF DAKOTA

Signed by:

By Mike Slavik  
E4647F4BFFCA4EB...

Mike Slavik

Chair, Board of Commissioners

Date of Signature 01/27/2025 | 7:52 AM CST

ATTEST:

Signed by:

Jeni Reynolds  
66D04B23D32B40C...

Jennifer Reynolds

Clerk to the Board

Date of Signature 01/27/2025 | 7:53 AM CST

Approved as to form:

Jeanne Andersen 01/14/2025

Jeanne Andersen

Assistant Scott County Attorney/Date

COUNTY OF SCOTT

By Dave Beer  
Dave Beer (Jan 21, 2025 16:20 CST)

Dave Beer

Chair, Board of Commissioners

Date of Signature 01/21/2025

ATTEST:

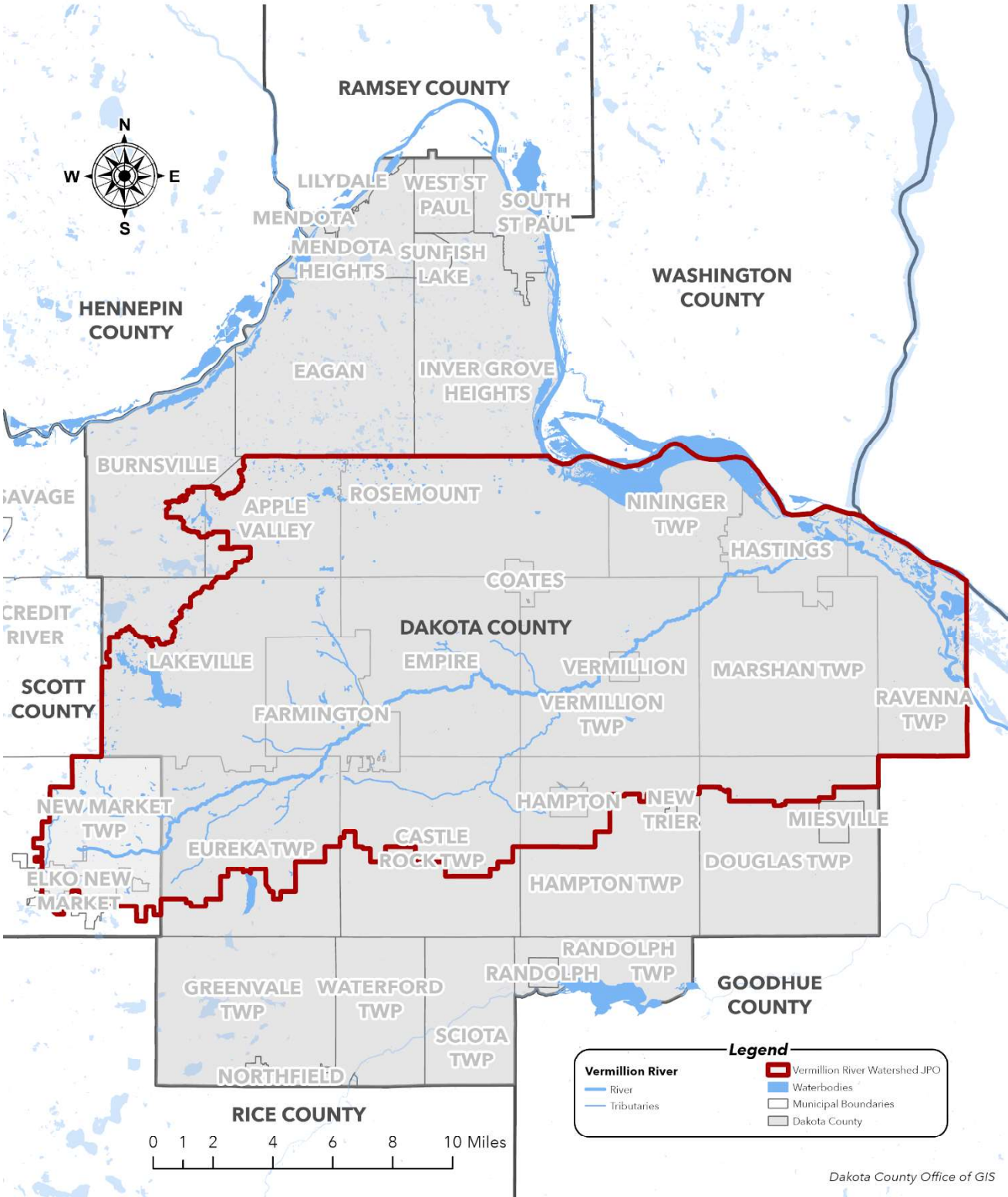
Lezlie Vermillion  
Lezlie Vermillion (Jan 21, 2025 11:13 CST)

Lezlie Vermillion

Clerk to the Board/Administrator

Date of Signature 01/21/2025

# Vermillion River Watershed



**BOARD OF COUNTY COMMISSIONERS  
SCOTT COUNTY, MINNESOTA**

Date: January 7, 2025

Resolution No.: 2025-11

Motion by Commissioner: Tom Wolf

Seconded by Commissioner: Jody Brennan

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**RESOLUTION NO. 2025-11; AUTHORIZING ENTERING INTO AN UPDATED VERMILLION RIVER WATERSHED JOINT POWERS AGREEMENT**

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 its original adoption in 2002; and

WHEREAS, recent procedural and operational changes necessitated staff to evaluating possible changes to the JPA; and

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

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

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners in and for the County of Scott, Minnesota, hereby authorizes entering into an updated 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 County Attorney's Office as to form.

**VOTE RESULTS:**

**Yes:** Barb Weckman Brekke, Tom Wolf, Jody Brennan, Dave Beer, Jon Ulrich

**No:** None

**Absent:**

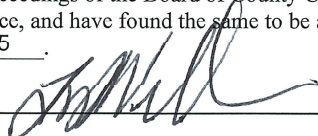
**Abstain:** None

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**State of Minnesota)**

**County of Scott )**

I, Lezlie A. Vermillion, duly appointed qualified County Administrator for the County of Scott, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Scott County, Minnesota, at their session held on January 7, 2025 now on file in my office, and have found the same to be a true and correct copy thereof. Witness my hand and official seal at Shakopee, Minnesota, on January 7, 2025.

  
\_\_\_\_\_  
\_\_\_\_\_

County Administrator

Administrator's Designee










# Scott-Dakota County - JPA #DCA21176 - SIGNATURE REQUEST

Final Audit Report


2025-01-21

Created:	2025-01-14
By:	Mary Keen (mkeen@co.scott.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5bArznmgJ_Ex77N6H6v3b69XTZC_gWFe

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-  Document emailed to Jeanne Andersen (jandersen@co.scott.mn.us) for signature  
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 Document e-signed by Dave Beer (DBeer@co.scott.mn.us)

Signature Date: 2025-01-21 - 10:20:47 PM GMT - Time Source: server- IP address: 173.29.186.64

 Agreement completed.

2025-01-21 - 10:20:47 PM GMT



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## Certificate Of Completion

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 Source Envelope:  
 Document Pages: 16  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed  
  
 Envelope Originator:  
 Sara Glasby  
 1590 Highway 55  
 Hastings, MN 55033  
 Sara.glasby@co.dakota.mn.us  
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## Record Tracking

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Storage Appliance Status: Connected	Pool: Dakota County	Location: DocuSign

## Signer Events

Mike Slavik  
 Mike.Slavik@CO.DAKOTA.MN.US  
 Chair, VRWJPO  
 Security Level: Email, Account Authentication (None)

## Signature

Signed by:  
  
 E4617F4BFFCA4EB...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 187.251.132.114  
 Signed using mobile


## Timestamp

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 Signed: 1/27/2025 7:52:06 AM

## Electronic Record and Signature Disclosure:

Accepted: 1/27/2025 7:50:55 AM  
 ID: c76acd59-0b15-4e91-a9e6-3a3cd3283488

Jeni Reynolds  
 jennifer.reynolds@co.dakota.mn.us  
 Clerk to the Board  
 Security Level: Email, Account Authentication (None)

Signed by:  
  
 66D04B23D32B40C...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 152.117.114.236

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/27/2025 7:49:18 AM
Certified Delivered	Security Checked	1/27/2025 7:53:20 AM
Signing Complete	Security Checked	1/27/2025 7:53:39 AM
Completed	Security Checked	1/27/2025 7:53:39 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Dakota County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Dakota County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bruce.peters@co.dakota.mn.us](mailto:bruce.peters@co.dakota.mn.us)

### **To advise Dakota County of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [bruce.peters@co.dakota.mn.us](mailto:bruce.peters@co.dakota.mn.us) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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### **To withdraw your consent with Dakota County**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [bruce.peters@co.dakota.mn.us](mailto:bruce.peters@co.dakota.mn.us) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li></ul>

	<ul style="list-style-type: none"> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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