

**JOINT POWERS AGREEMENT BETWEEN  
THE COUNTY OF DAKOTA AND THE TOWNSHIP OF RAVENNA  
FOR ADMINISTRATIVE SERVICES RELATED TO  
MUNICIPAL SSTS PUMP MAINTENANCE PROGRAMS**

**THIS AGREEMENT** is made and entered into by and between the Township of Ravenna (Municipality) and the County of Dakota (County), political subdivisions of the State of Minnesota.

**WHEREAS**, in accordance with Minn. Stat. ch. 115 and Minn. R. chs. 7080 through 7083, the County enacted Dakota County Ordinance No. 113, Subsurface Sewage Treatment Systems (County Ordinance 113), which meets and in some cases exceeds the minimum state standards for Subsurface Sewage Treatment Systems (SSTS), and regulates SSTS within the shorelands and floodplains of the 13 unincorporated townships in Dakota County; and

**WHEREAS**, the Municipality intends to enact or amend its current SSTS ordinance (Municipal SSTS Ordinance) that meets state and County SSTS standards, thereby providing county-wide uniform and consistent standards, guidelines, and regulations for the compliance and enforcement of proper siting, design, construction, installation, operation, maintenance, repair inspection and permanent abandonment of septic systems in Dakota County; and

**WHEREAS**, the Municipality requests and the County agrees to provide services to the Municipality consisting of: (1) maintaining a database of Owners of SSTS within the jurisdiction of the Municipality; (2) notifying said Owners of the requirement to pump their SSTS every three years; and (3) maintaining a database of all pump maintenance records pertaining to SSTS located in the Municipality's jurisdiction (collectively referred to as "SSTS Pump Maintenance Program"); and

**WHEREAS**, pursuant to Minnesota Statutes § 471.59, the County and Municipality are authorized to enter into a joint powers agreement for the County to perform on the Municipality's behalf any service or function that the Municipality is authorized to provide for itself; and

**WHEREAS**, proper and timely pump maintenance of septic systems located in Dakota County helps protect the groundwater and the health and safety of the citizens of the Municipality and Dakota County.

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

**SECTION 1  
PURPOSE**

- 1.1 ADMINISTRATIVE PURPOSES ONLY.** This Agreement has been executed for the sole purpose of the County providing on behalf of the Municipality the administrative notification and record-keeping services contained in this Agreement related to the Municipality's SSTS Pump Maintenance Program and to facilitate communications between the parties related to their SSTS programs.
- 1.2 COUNTY SSTS REGULATORY AND ENFORCEMENT AUTHORITY UNCHANGED.** Nothing in this Agreement relieves the County of its duty and responsibility to regulate and enforce SSTS state laws and requirements for those septic systems that are located within the shoreland and floodplains of the 13 unincorporated townships in Dakota County, or as otherwise provided by law, in accordance with the provisions of County Ordinance 113, Minn. St. ch. 115, Minn. R. chs. 7080 through 7083 and other duly county policies or plans adopted by resolution by the Dakota County Board of Commissioners.
- 1.3 MUNICIPALITY SSTS REGULATORY AND ENFORCEMENT AUTHORITY UNCHANGED.** Nothing in this Agreement relieves the Municipality of its duty and responsibility to regulate and enforce SSTS laws and requirements for septic systems located within its jurisdiction, in accordance with the

provisions of its duly enacted Municipal SSTS Ordinance, Minn. Stat. ch. 115, Minn. R. chs. 7080 through 7083 and other policies or plans adopted by resolution by the governing body of the Municipality.

## **SECTION 2 TERM**

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2015, unless earlier terminated by law or according to the provisions herein.

## **SECTION 3 OBLIGATIONS OF THE PARTIES**

**3.1 COUNTY OBLIGATIONS.** The County agrees to provide the following services on behalf of the Municipality for its SSTS Pump Maintenance Program:

- A. Maintain a database of Owners of SSTS (Owners) located within the jurisdiction of the Municipality.
- B. Send written notices to Owners reminding them of their responsibilities to pump their septic system every three years and to obtain pump maintenance records related to the same in accordance with Minn. R. chs. 7080 through 7083.
- C. Respond to inquiries from Owners related to the receipt of a pump maintenance program notice and the logistics of getting a pump maintenance record from the pumper to the County. County staff will refer all other questions to the Municipality.
- D. If the County does not receive a needed pump maintenance record from the pumper or Owner, the County will mail one or two additional follow-up letters as needed to the Owner.
- E. Maintain records related to pump log data in the County database, which provides verification that septic systems within the Municipality have been pumped. If pump log data has not been received by the County for a septic system where three notices have been sent to the Owner, the County will inform the Municipality of the same and request the Municipality to investigate and take enforcement action as the Municipality deems appropriate under its Municipal SSTS Ordinance.
- F. If the County sends written notification required to be sent to the MPCA under Minn. Stat. ch. 115 or Minn. R. ch. 7080 of any action by its governing body to rescind, change or amend County Ordinance 113 within 30 calendar days of the governing board's action, the County agrees to copy the Municipality with such correspondence.

**3.2 OBLIGATIONS OF THE MUNICIPALITY.** The Municipality agrees to:

- A. Provide any and all information and documentation to the County that is needed by the County, such as as-built records, for the County to provide timely notification and record-keeping services on behalf of the Municipality under this Agreement.
- B. Enact/amend a SSTS ordinance that complies with Minn. Stat. ch. 115, Minn. R. chs. 7080 through 7083 and County Ordinance 113 and do so within the timeframe set forth in Minn. R. 7080.0050, Subp. 2, as may be amended.
- C. If the Municipality sends written notification required to be sent to the MPCA under Minn. Stat. ch. 115 or Minn. R. ch. 7080 of any action by its governing body to rescind, change

or amend its Municipal SSTS Ordinance within 30 calendar days of the governing board's action, the Municipality agrees to copy the County with such correspondence.

**3.3 CONTINGENCIES RELATED TO ACQUISITION AND USE OF SOFTWARE.**

- A. This Agreement is contingent upon the Metropolitan Council Environmental Services (MCES) software's continued capability of being adapted by Dakota County to meet the database, notification and record-keeping needs of the Municipality's SSTS Pump Maintenance Program to administer the services specified in this Agreement.
- B. If the MCES software cannot continue to be adapted or can no longer fulfill the needs under this Agreement, the County will provide administrative services for the Municipality's SSTS Pump Maintenance Program only if the Municipality finds and purchases software that is capable of meeting the needs of the Program with a license that authorizes the County to use the same, all at no cost to the County.
- C. Upon termination of this Agreement, the County agrees to provide a copy of the SSTS Pump Maintenance Program software to a Municipality only if:
  - (1) The Municipality has paid their contribution towards the County's costs related to the administrative services under this Agreement; and
  - (2) The license for the software allows for the same; and
  - (3) The Municipality makes a written request to the County for the copy; and
  - (4) The Municipality pays the County for the cost, if any, involved in providing the copy to the Municipality.

**SECTION 4  
AUTHORIZED REPRESENTATIVES AND LIAISONS**

**4.1 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 Municipality:

Ravenna Township Board of Supervisors  
Attn: Chair  
20425 Red Wing Blvd.  
Hastings, MN 55033  
Telephone: (651) 480-1902

To County:

Lynn Thompson, Director  
Physical Development Division  
14955 Galaxie Avenue  
Apple Valley MN 55124  
Telephone: (952) 891-7000

In addition, notification to Dakota County regarding breach or termination shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

**4.2 LIAISON.** To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by the Municipality and the County. The parties 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:

Municipality Liaison: Caroline Spurgeon, Clerk  
Phone Number: (651) 480-1902

County Liaison: Michael Rutten, Water Resources Specialist  
Phone Number: (952) 891-7008

**SECTION 5  
PAYMENT FOR SERVICES AND  
ACCOUNTING AND AUDITING REQUIREMENTS**

- 5.1 PAYMENT.** Commencing calendar year 2011, the Municipality agrees to pay to the County for services provided pursuant to this Agreement, the sum of \$2.97 for each property within the Municipality's jurisdiction that has at least one active septic system located upon the property. The County, at its sole discretion, may change the cost per property for provision of services for any given calendar year within the term of this Agreement, or extension thereof.

The County is donating some of its staff time to provide the services under this Agreement and does not have a continuing obligation of providing the same during the entire term of this Agreement.

- 5.2 PAYMENT PROCESS.** For a given calendar year, the County will give the Municipality Liaison, with a copy to the Municipality's Authorized Representative, notice of the increase in its annual cost per household, if any. The Municipality has the option to pay the invoiced amount or terminate this Agreement as provided below. Each Municipality shall make payment for services to its Fiscal Agent within the time period provided below.

- A. Annual Invoice to Fiscal Agent. The County shall notify the Municipality of annual costs for administrative services provided under this Agreement by January 31<sup>st</sup> of each calendar year. Such cost may be greater or less than the cost per property established in this Agreement.
- B. Time of Payment & Notice of Failure to Pay. The Municipality agrees to pay the amount invoiced by the County payable to the Dakota County Treasurer on or before April 1<sup>st</sup> of each calendar year. Payment and notice shall be sent to the County's liaison at the Dakota County Water Resources Department, Western Service Center, 14955 Galaxie Ave., Apple Valley MN 55124.
- C. Effect of Nonpayment. The County will not provide services under this Agreement to the Municipality if the County does not receive payment of the invoiced amount by April 1<sup>st</sup> of the applicable calendar year. In such case all administrative notice and record-keeping administrative services related to the Municipality's SSTS pump maintenance program performed by the County under this Agreement will stop and revert back to and must be performed by the Municipality in accordance with state law.

- 5.3 ACCOUNTING AND RECORDS.** The parties agree to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the parties for a minimum period of six years following the expiration of this Agreement.

- 5.4 AUDITING.** The books, records, documents and accounting procedures and practices of the parties that are relevant to this Agreement are subject to examination by the other party and the State Auditor for a minimum of six years following the expiration of this Agreement.

**SECTION 6  
TERMINATION**

- 6.1 IN GENERAL.** The County or Municipality may terminate this Agreement with or without cause upon 90-days written notice to the other party. In such case, the County will provide the Municipality with a copy of the pump maintenance program documents maintained by the County for the Municipality under the terms of this Agreement and the Municipality shall perform all state and county requirements for its Municipal SSTS Pump Maintenance Program as of the date of termination.
- 6.2 TERMINATION BY COUNTY FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if it's funding cannot be continued at a level sufficient to allow for the provision of services under this Agreement. Written notice of termination sent by the County to the Municipality by facsimile is sufficient notice under this section. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

**SECTION 7  
LIABLE FOR OWN ACTS**

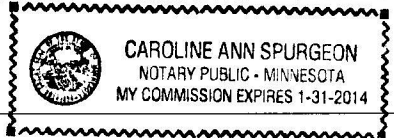
Each party to this Agreement shall be liable for the acts of their own agents, volunteers or employees and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its agents, volunteers or employees. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. ch. 466. The provisions of this section shall survive the expiration or termination of this Agreement.

**SECTION 8  
GENERAL PROVISIONS**

- 8.1 RIGHTS CUMULATIVE.** All remedies available to any party under the terms of this Agreement or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 8.2 WAIVER.** Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification for the term of the Agreement. Any modification to be such is written and signed by the Authorized Representatives of the parties.
- 8.3 MODIFICATIONS.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the Authorized Representatives of the parties.
- 8.4 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, which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.
- 8.5 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 State of Minnesota, County of Dakota.

8.6 **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 herein contained.

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

<p><b>COUNTY OF DAKOTA</b></p> <hr/> <p>Lynn Thompson, Director Physical Development Division Date of Signature: _____</p> <p>Approved as to Form: <i>Kathryn Heena</i> 12/14/10 Assistant County Attorney/Dated K-10-363.012 County Board Res. No. 10-_____</p>	<p><b>TOWNSHIP OF RAVENNA</b></p> <p>By: <i>Carl Reuter</i> [signature]</p> <p><i>CARL Reuter</i> [print name]</p> <p><i>Chairperson</i> [title]</p> <p><i>20425 Red Wing Blvd</i> [street address]</p> <p><i>Hastings MN 55033</i> [city, state, zipcode]</p> <p>Date of Signature: <i>1/13/2011</i></p> <p>Attest: <i>Carl Spurgeon</i> Title: <i>Clerk/Treasurer</i> Date: <i>1/13/2011</i></p> <div data-bbox="909 1260 1299 1396"><p>CAROLINE ANN SPURGEON NOTARY PUBLIC - MINNESOTA MY COMMISSION EXPIRES 1-31-2014</p></div>
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