

**JOINT POWERS AGREEMENT
BETWEEN
THE CITY OF PLYMOUTH
AND
THE BASSETT CREEK WATERSHED MANAGEMENT COMMISSION**

This Agreement (“Agreement”) is entered into and effective as of the 1st day of February, 2024 (“Effective Date”) by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“Plymouth”) and the **BASSETT CREEK WATERSHED MANAGEMENT COMMISSION**, a joint powers watershed management organization (“Commission”), hereinafter referred to individually as “Party” and together as the “Parties.”

RECITALS

WHEREAS, Minnesota Statutes § 471.59 authorizes two or more governmental units to enter into an agreement to jointly or cooperatively exercise any power common to the contracting entities; and

WHEREAS, Plymouth employs designated staff for financial management and accounting; and

WHEREAS, the Commission desires to have Plymouth perform certain financial services for the Commission, and the Parties are willing for such services to be provided subject to the terms and conditions provided in this Agreement.

NOW, THEREFORE, Plymouth and the Commission agree as follows:

1. **FINANCIAL SERVICES.** Plymouth will perform for the Commission all financial management and accounting services outlined in Appendix A attached hereto. Such services shall be performed and provided by a qualified accountant level position. Each Party agrees to designate a qualified representative to communicate with the other Party on an as-needed basis to carry out all services contemplated herein.

2. **EMPLOYEE STATUS.** Plymouth employees working to provide services for the Commission under this Agreement shall remain employees of Plymouth and shall not be deemed employees of the Commission for any purpose whatsoever. Plymouth shall maintain all required workers’ compensation insurance on such employees.

3. **PAYMENT FOR SERVICES.** For 2024, the Commission shall pay Plymouth for the services contemplated herein and contained on Appendix A at a rate of \$1,334 per month, except that a separate additional charge of \$150 per hour will be invoiced for Plymouth’s provision of up to 25 hours of the annual financial audit assistance services described on Appendix A. Plymouth shall invoice the Commission quarterly or pursuant to another timeframe that may be agreed upon by both Parties in writing. The Commission shall pay undisputed invoices within forty-five (45) days of receipt.

For each 12-month period following January 31, 2025, while this Agreement remains in effect, a three percent (3%) cost inflator will be applied to the monthly compensation and hourly rate for annual financial audit assistance services, as established above. Any such increased rate, whether monthly or hourly, will be rounded up to the nearest dollar.

4. **INDEMNIFICATION; LIABILITY.** Each Party shall be liable for its own acts and the results thereof to the extent provided by law and each Party (“Indemnifying Party”) agrees to defend, indemnify and hold harmless the other Party (including its officials, employees, volunteers and agents), from any liability, claims, causes of action, judgments, damages, losses costs or expenses, including reasonable attorney’s fees, resulting directly or indirectly from any act or omission of the Indemnifying Party, anyone directly or indirectly employed by the Indemnifying Party, and/or anyone for whose acts

and/or omissions the Indemnifying Party may be liable, in the performance or failure to perform its obligations under this Agreement. Each Party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law.

To the fullest extent permitted by law, action by the Parties to this Agreement is 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 purposes of liability, as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a), 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 to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Party. The total liability for the Parties shall not be added together to exceed the limits on governmental liability for a single governmental unit.

Each Party shall promptly notify the other of any claim, action, cause of action or litigation brought against that Party, its employees, officers, agents, or subcontractors, which arises out of the services contemplated pursuant to this Agreement and should also notify the other Party whenever any Party has a reasonable basis for believing that the Party, and/or its employees, officers, agents or subcontractors, and/or the other Party might become the subject of a claim, action, cause of action or litigation arising out of the services contemplated pursuant to this Agreement. The Parties agree that all above indemnity obligations shall survive the termination of this Agreement.

5. **TERM.** This Agreement shall commence on the Effective Date and remain in place unless and until terminated by either Party, for any reason or for no reason at all, upon providing 120 days' written notice to the other Party.

6. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** All data collected, created, received, maintained, or disseminated, in any form, for any purposes because of the Agreement is governed by the Minnesota Government Data Practices Act (Minn. Stat. Chap. 13 and related statutes), as amended, the Minnesota Rules implementing such Act, as amended, as well as any applicable federal regulations on data privacy.

7. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement of the Parties related to the services contemplated herein.

8. **AMENDMENTS.** Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

9. **NOTICE.** Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the other Party, or if deposited in the U.S. First Class mail, postage prepaid, as follows:

- a. Notice to: City of Plymouth
City Manager
3400 Plymouth Boulevard
Plymouth, Minnesota 55447
- b. Notice to: Bassett Creek Watershed Management Commission
Administrator
P.O. Box 270825
Golden Valley, Minnesota 55427

10. **AUDIT.** Plymouth must allow the Commission, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to all books, records, documents, and accounting procedures

and practices that are pertinent to all services provided under this Agreement for a minimum of six years from the termination of this Agreement.

11. **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of Minnesota.

12. **NO ASSIGNMENT.** This Agreement may not be assigned by either Party without the written consent of the other.

13. **SEVERABILITY.** The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.

14. **WAIVER.** Any waiver by either Party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.

15. **COMPLIANCE.** The Parties shall each exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in carrying out this Agreement.

16. **HEADINGS.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

17. **THIRD PARTY RIGHTS.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

CITY OF PLYMOUTH

By: _____

Jeffry Wosje, Mayor

And: _____

David Callister, City Manager

**BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION**

By: _____

Its Chair

And: _____

Its Secretary

Appendix A - Services Provided

Monthly bookkeeping services

Banking & Investments

- Maintain check register and software (Plymouth reserves the right to change software)
- Prepare monthly checks
- Post receipts from grant funding to appropriate accounts
- Reconcile bank statements
- Ensure proper collateralization
- Deposit checks
- Monitor and manage investment funds

Financial reports/statements

- Statement of revenue, expenditures, and changes in fund balance
- Income statement/balance sheet
- Administrative and program/project budget reporting
- Budget to actual comparison for all funds

Annual financial audit assistance services

- Prepare schedules and other documents for the Commission's annual audit as directed by the Commission personnel
- Prepare and transmit form 1099's for the year
- Submit all reporting requirements to the OSA

Financial oversight

- Monitor fund balances