

JOINT POWERS COLLABORATION AGREEMENT

For the Collaboration of Administration Services of the Wright County Economic Development Authority

This agreement is made between the Wright County Economic Development Authority and the County of Wright. The purpose of this agreement is for the Wright County Economic Development Authority to obtain services from Wright County for administrative, operational, and financial services and for the mutual use of each entity's facilities and buildings. No separate board or legal entity is being created in this agreement.

This agreement is authorized by Minnesota Statutes § 471.59 (for counties and political subdivisions).

Wright County Economic Development Authority and the County of Wright agree that:

1. The County of Wright will provide the Wright County Economic Development Authority with staff to manage, assist, and direct the day-to-day administrative, operational, and financial needs of the Wright County Economic Development Authority at no cost. Any staff from the County of Wright will provide their services from their normal place of operation and are permitted to use any equipment provided to them by the County of Wright in fulfillment of their collaborative duties to the Wright County Economic Development Authority.
2. The County of Wright will permit the Wright County Economic Development Authority and, including but not limited to, its employees, agents, visitors and contractors to use any of the facilities maintained, owned, or controlled by the County of Wright. The County of Wright will retain any potential liability or risk in the maintenance and operation of its facilities and equipment.
3. The Wright County Economic Development Authority will permit the County of Wright and, including but not limited to, its employees, agents, visitors and contractors to use any of the facilities maintained, owned, or controlled by the Wright County Economic Development Authority. The Wright County Economic Development Authority will retain any potential liability or risk in the maintenance and operation of its facilities and equipment.
4. The County of Wright will provide staff to maintain and process all the financial operations and needs of the Wright County Economic Development Authority. The County of Wright will maintain all financial transactions in a separate department within the County of Wright's financial reporting system.

The County of Wright will provide staff to assist, manage, and prepare any reports necessary for tax or auditing purposes.

5. The Wright County Economic Development Authority as part of this agreement designates and selects the County of Wright to post any notices required by law on the official posting location for the County of Wright (as it may be amended from time-to-time).
6. The County of Wright will annually provide sufficient funding to the Wright County Economic Development Authority for the administration of its operations. Source of funds may be through State grant funds and general revenue funds as agreed upon by the County of Wright.
7. If any surplus property or funds are obtained through this joint powers agreement, they shall be distributed to the County of Wright in the event this agreement is terminated.
8. Wright County Economic Development Authority shall pay any expenses and fees for the purchase of its individual comprehensive liability insurance. The Wright County Risk Manager is delegated to oversee any liability and insurance related matters Wright County Economic Development Authority. Wright County, as the financial administrator, shall also be responsible for paying any expenses and fees related to accounting, banking, auditing, and completing any necessary tax reporting documents with the State of Minnesota and the Internal Revenue Service.
9. Wright County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. Wright County Economic Development Authority shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Wright County shall become an employee of Wright County Economic Development Authority, and no employee of Wright County Economic Development Authority shall become an employee of Wright County, by virtue of this agreement.
10. The Wright County Attorney shall be legal counsel on all matters coming before the Wright County Economic Development Authority. In the event of a conflict of interest, or the need arises to seek the services of outside legal counsel, the County of Wright shall provide sufficient funds to provide legal advice and support for administration of the Wright County Economic Development Authority.
11. The parties to this agreement will be subject to and follow the terms of the

Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. The County of Wright shall act as the responsible authority for all data practice requests related to the Wright County Economic Development Authority. The County of Wright shall maintain all records, accounts and reports for the Wright County Economic Development Authority.

12. All responsibilities not specifically set out to be jointly exercised by parties under this Agreement are hereby reserved to the Parties. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services.
13. Indemnification and Hold Harmless.
 - a. Applicability. The Wright County Economic Development Authority is a separate and distinct public entity to which the Parties have transferred certain responsibility and control for actions taken pursuant to this Agreement. The parties 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. Chap. 466.
 - b. Indemnification and Hold Harmless. The Wright County Economic Development Authority shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Wright County Economic Development Authority.

The County of Wright shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the County of Wright. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota 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 Minnesota Statutes, Section 471.59, subd. 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.

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.

14. This agreement may be amended by mutual agreement of Wright County Economic Development Authority and the County of Wright by resolutions of their respective boards.
15. This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party to the order.

Wright County Economic Development Authority
President

Date

County of Wright
Board Chair

Date