

**MILL TOWNS STATE TRAIL
WATERFORD BRIDGE NO. L3275 REHABILITATION
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND THE COUNTY OF DAKOTA**

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the County of Dakota, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty and responsibility under Minnesota Statutes Section 85.015, Subd. 8a, to establish, develop, operate and maintain the Mill Towns State Trail; and

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the State and the County desires to rehabilitate and strengthen portions of the steel truss and sandblast and paint the steel trusses for existing bridge L3275 on Canada Avenue W. in Waterford Township which will be referred to in this Agreement as the "project" to be identified as County Project (CP) 97-224, as shown in the map attached and incorporated into this Agreement as Exhibit A, is of high priority; and

WHEREAS, the completion of final plans and specifications for the rehabilitation of the Bridge shall be the sole responsibility of the County; and

WHEREAS, upon the rehabilitation of the Trail and Bridge, the State shall be solely responsible for the administration, operations and maintenance of the Trail and Bridge in partnership with Waterford Township; and

WHEREAS, the State has appropriated and allocated a total of \$500,000 for Waterford Bridge Rehabilitation; and

WHEREAS, a resolution or copy of the County Board meeting minutes authorizing the County to enter into this Agreement is/are attached hereto as Exhibit B; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall provide the County design reviews, comment and approve the construction plans and specifications for the Project as proposed by the County, which shall include rehabilitate and strengthen portions of the steel truss and sandblast and paint the steel trusses, and a future water access trailhead connecting recreational use areas to the Cannon River.
- b. The State shall permit the County to administer the Project through construction.
- c. Upon completion, the Bridge administration, operations and maintenance shall be the sole responsibility of the State.
- d. Payment to the County. The State agrees to reimburse the County for construction and professional services costs up to \$500,000 upon project completion and within 60 days of receiving an invoice from the County. The County intends to invoice the State costs at times during construction and at the end of the project. If any portion of an itemized claim is questioned by the State, the remainder of the claim shall be promptly paid, and

accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

II. COUNTY'S DUTIES AND RESPONSIBILITIES

- a. Plans and Specifications. The County will prepare plans and specifications for the project. The plans and specifications are subject to approval of the State, and referenced in **Exhibits A&B.**
- b. Bidding. The County will advertise for bids for the project in accordance with state law and provide the Township with an analysis of the bids received. The County must obtain the Township's approval of the bid before the County awards the contract pursuant to the terms of this Agreement.
- c. Contract Award. The County shall prepare contract documents and administer the contract on behalf of the State and Township in accordance with state law. The Dakota County Board of Commissioners will award the contract to the lowest responsible bidder in accordance with state law.
- d. Construction. The County, or its agents or contractors, agree to act as the Township's and State's agent dispersing construction funds and shall construct the Project as generally depicted on Exhibit A. The Project shall be completed according to the approved Project design plans and specifications.
- e. Construction Inspection and Contract Administration. The County agrees to perform inspection services during the project and determine whether or not the contractor's work has been performed in a satisfactory manner. The County will use its best efforts to ensure that all work is carried out in accordance with the project specifications. The County has the right to accept or reject the work performed under the construction contract.
- f. Acknowledgement. The County shall appropriately acknowledge the occupancy and use of property provided by the Township pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project. The Township shall appropriately acknowledge the assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.
- g. Compliance with Laws/Standard. The County shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the construction of the work anticipated by this Project. The County or contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
- h. County Responsibility for Project Delivery. The County will be responsible for management and inspection of the work of the Project assuring it is in accordance with State laws and meets approved construction standards. The Township will have no actual or implied legal responsibility to the County relating to the above obligations and responsibilities of the Project.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a)(b)(c) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered up to but not to exceed \$500,000. Reimbursement will be due within thirty (30) days of the County's presentation of invoices for services performed. However, the total obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

The County shall provide funding for its responsibilities under Article II (c) above up to but not to exceed \$2,483,000, which includes Grant funding received from Waterford Township.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall

be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by and limited to the amount set forth in Minnesota Statutes, Sections 466.01-466.15, and other applicable law.

V. TERM

- a. *Effective Date:* **August 4, 2026, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later.**
- b. *Expiration Date:* **December 31, 2029**, for a period of two (2) years except as otherwise provided herein or agreed to in writing by both parties.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the County relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

The County hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the County. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the completion of the activities covered under this agreement. The State will notify the County by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the County notice of lack of funding within a reasonable time of the State's receiving that notice.

IX. GOVERNMENT DATA PRACTICES

The County and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County 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 County or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the County individually or jointly with others, or any subcontractors, with respect to the program and services provided from this Agreement.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

Mill Towns State Trail
Dakota County
DNR Waterford Bridge Rehabilitation

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The State

Minnesota Department of Natural Resources
Parks and Trails Division Area (4D) Supervisor
8485 Rose Street
Owatonna, MN 55060

The County

County of Dakota
County Administration
1590 Highway 55
Hastings, MN 55033

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: _____

Date: _____

COUNTY OF DAKOTA

By: _____

Title: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

By: _____

Title: _____

Date: _____

(Effective Date)

COUNTY OF DAKOTA

By: _____

Title: _____

Date: _____

STATE ENCUMBERANCE VERIFICATION

Individual certifies that funds have been encumbered as req.
by Minn. Stat. 16A.15 and 16C.05.

Signed: _____

Date: _____

Contract: _____