



Dakota County

Board of Commissioners

Agenda

Tuesday, August 12, 2025

9:00 AM

Boardroom, Administration Center,
Hastings, MN

View Live Broadcast

<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

If you wish to speak to an agenda item or an item not on the agenda, please notify the Clerk to the Board via email at CountyAdmin@co.dakota.mn.us

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **Audience**

Anyone wishing to address the County Board on an item not on the agenda, or an item on the consent agenda may notify the Clerk to the Board and instructions will be given to participate during the meeting. Comments can be sent to CountyAdmin@co.dakota.mn.us
Verbal Comments are limited to five minutes.

4. **Agenda**
 - 4.1 Approval of Agenda (Additions/Corrections/Deletions)

CONSENT AGENDA

5. **County Administration - Approval of Minutes**
 - 5.1 Approval of Minutes of Meeting Held on July 29, 2025 and Special Meeting Held on August 5, 2025
 - 5.2 *Communications and Public Affairs* - Scheduling Of Dakota County Board Of Commissioners Legislative Work Session
6. **Central Operations**
 - 6.1 *Finance* - Authorization To Amend Contract With CliftonLarsonAllen, LLP For Auditing Services

7. Community Services

- 7.1 *Employment and Economic Assistance* - Authorization To Execute Fiscal Agent Agreement For The Workforce Development Board, Workforce Innovations And Opportunity Act Regional Plan And Budget
- 7.2 *Public Health* - Authorization To Adopt 2025 Public Health Fee Schedule
- 7.3 *Social Services-Aging & Disability Services* - Authorization To Execute Joint Powers Agreements With City Of Eagan And City Of Farmington To Add Accessible Features In Public Spaces For Inclusion For Adults And Youth With Disabilities

8. Physical Development

- 8.1 *Physical Development Administration* - Authorization To Execute Joint Powers Agreement For Fueling Services Between Dakota County And State Of Minnesota
- 8.2 *Transportation* - Authorization To Amend 2025 Adopted Budget And Authorization To Execute Contracts With National Railroad Safety Services, Inc., And Northland Grading & Excavating, Inc., For County State Aid Highway 86 Reconstruction From County State Aid Highway 23 To Trunk Highway 3, County Project 86-34
- 8.3 *Transportation* - Authorization To Award Bid And Execute Contract With UrbanEdge Solutions & Supply LLC, And Amend 2025 Transportation Capital Improvement Program Adopted Budget For County State Aid Highway 73 Retaining Wall Replacement In City Of West St. Paul, County Project CP 73-041
- 8.4 *Transportation* - Authorization To Amend Contracts And Additional Work For Reconstruction Of County State Aid Highway 88 (292nd Street), County Project 88-23
- 8.5 *Transportation* - Authorization To Execute Contract With SRF Consulting Group, Inc., For Construction Services For Construction Of Multi-Use Trail Along County Road 4 (Butler Avenue) From Robert Street To Trunk Highway 52 In West St. Paul, County Project 04-17
- 8.6 *Transportation* - Authorization To Amend Contract With Asphalt Surface Technologies Corporation, dba ASTECH Corp., For 2025 Highway Pavement Preservation Projects And Amend Transportation Capital Improvement Program Budget, County Project 98-52

- 8.7 *Transportation* - Authorization To Execute Contract Amendment With KLJ Engineering, LLC, For Two Roundabouts On County State Aid Highway 86 (280th Street W), County Projects 86-43 And 86-44
- 8.8 *Transportation* - Authorization To Execute Joint Powers Agreement With Douglas Township For Bituminous Resurfacing On Nicolai Avenue And 260th Street East, County Project 98-055
- 8.9 *Parks* - Authorization To Execute Contract With CM Construction Company, Inc. For Construction For Phase I Veterans Memorial Greenway Memorial Plazas In Inver Grove Heights, County Project P00147
- 8.10 *Parks* - Authorization To Execute Contract With Lake County Outdoors, LLC For Construction For Phase I Veterans Memorial Greenway Landscaping In Inver Grove Heights, County Project P00147
- 8.11 *Parks* - Authorization To Award Bid And Execute Contract With Alex’s Lawn And Turf LLC, dba DreamScapes Landscape and Design To Provide General Contractor Services For Pollinator Promenade And Daylit Stream Project At Thompson County Park

REGULAR AGENDA

9. Community Services

- 9.1 *Community Corrections* - Update On Community Corrections Act Subsidy

10. Central Operations

- 10.1 *Finance* - Update On Second Quarter 2025 Dakota County Investment Portfolio

11. Presentation

- 11.1 Recognition of 2025 National Association of Counties (NACo) Achievement Awards

12. Interagency Reports/Commissioner Updates

Association of Minnesota Counties (AMC)
 Metropolitan Emergency Services Board
 Minnesota Inter-County Association (MICA)
 Metropolitan Mosquito Control District Commission
 National Association of Counties (NACo)
 Transportation Advisory Board (TAB)
 Vermillion River Watershed Joint Powers Board
 Workforce Development Board
 Others

13. County Manager's Report

14. Information

14.1 Information

See Attachment for future Board meetings and other activities.

15. Adjournment

15.1 Adjournment

For more information, call 651-438-4417

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Public Comment can be sent to CountyAdmin@co.dakota.mn.us**



Board of Commissioners

Request for Board Action

Item Number: DC-4781

Agenda #: 4.1

Meeting Date: 8/12/2025

Approval of Agenda (Additions/Corrections/Deletions)



Board of Commissioners

Request for Board Action

Item Number: DC-4782

Agenda #: 5.1

Meeting Date: 8/12/2025

Approval of Minutes of Meeting Held on July 29, 2025 and Special Meeting Held on August 5, 2025



Dakota County

Board of Commissioners

Minutes

Tuesday, July 29, 2025

9:00 AM

Boardroom, Administration Center,
Hastings, MN

1. Call to Order and Roll Call

Present: Commissioner Mike Slavik
Commissioner Joe Atkins
Commissioner Laurie Halverson
Commissioner William Droste
Commissioner Liz Workman
Commissioner Mary Liz Holberg
Commissioner Mary Hamann-Roland

Also in attendance were Heidi Welsch, County Manager; Kathryn M. Keena, County Attorney; Tom Donely, First Assistant County Attorney; and Jeni Reynolds, Sr. Administrative Coordinator to the Board.

2. Pledge of Allegiance

The meeting was called to order at 9:00 a.m. by Chair Slavik who welcomed everyone and opened the meeting with the Pledge of Allegiance.

3. Audience

Chair Slavik noted that all public comments can be sent to CountyAdmin@co.dakota.mn.us. No comments were received for this agenda.

4. Agenda

4.1 Resolution No: 25-345
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

Second: William Droste

Ayes: 7

CONSENT AGENDA

On a motion by Commissioner Workman, seconded by Commissioner Hamann-Roland, the Consent agenda was approved as follows:

5. County Administration - Approval of Minutes

5.1 Resolution No: 25-346
Approval of Minutes of Meeting Held on July 8, 2025

Motion: Liz Workman

Second: Mary Hamann-Roland

Ayes: 7

6. Items Recommended by Board Committee*

6.1 Resolution No: 25-347

Review And Approval Of Disability Advisory Council Priorities

Motion: Liz Workman

Second: Mary Hamann-Roland

WHEREAS, by Resolution No. 24-038 (January 23, 2024), the Dakota County Board of Commissioners authorized the formation of the Dakota County Disability Advisory Council (Council); and

WHEREAS, the purpose of the Council is:

- Providing technical expertise on issues that affect people with disabilities.
- Acting as an independent sounding board for issues, ideas, and policy matters impacting disabled individuals.
- Seeking advice from members and the public in the county decision-making processes.
- Reflect the diverse interests of county clientele and residents.
- Meet requirements of state law.
- Providing annual recommendations to the County Board of Commissioners

; and

WHEREAS, the Council convened for the first time in September 2024, and over the past several months, members have worked collaboratively to identify key focus areas to guide their efforts in advocating for people with disabilities in the county; and

WHEREAS, on May 14, 2025, the Council formally adopted the following four priorities, listed in order of importance as determined by the group:

- **Priority 1: Improve Access to Disability Support Services**
 - Identify challenges navigating services and other essential benefits available to residents with disabilities and disabled residents.
 - Examples: benefits programs, affordable housing, employment opportunities, public health and safety, etc.
 - Advocate to ensure these services are accessible, adequately funded, and effectively communicated to those in need.
- **Priority 2: Improve Transportation Accessibility and Safety for Individuals with Disabilities and Disabled Individuals**
 - Identify barriers to accessible public and private transportation options
 - Advocate for expanded transportation options that are affordable, reliable, and meet the diverse and intersecting needs of individuals with disabilities and disabled individuals.

- Promote inclusive design standards for streets, sidewalks, crosswalks, roundabouts, and transit stops to enhance mobility and safety.
 - Collaborate with county departments to identify and eliminate obstacles.
- Encourage community input to ensure that the voices of individuals with disabilities and disabled individuals are considered in transportation planning and decision-making.
 - Include individuals with disabilities and disabled individuals in follow-up evaluations of projects to ensure accessibility.
- **Priority 3: Support Public Outreach and Awareness of County Disability Initiatives**
 - Provide recommendations on effective outreach methods to inform residents about disability-related services and initiatives.
 - Advocate for the use of diverse communications channels to reach all segments of the community and recommend strategies to engage diverse and underrepresented disability communities.
 - Promote awareness of county disability programs: Act as ambassadors by sharing information with community organizations, businesses, and other stakeholders.
 - Assist in identifying community stories and testimonials that show the impact of county programs and services.
 - Recommend improvements based on public feedback to enhance the effectiveness of county outreach efforts.
- **Priority 4: Promote Inclusive and Equitable County Services and Facilities**
 - Support the enhancement of county services and facilities to improve accessibility across physical, auditory, sensory, cognitive, technological, and communication needs, including support for service animals and interpretation services.
 - Identify barriers and recommend solutions to promote access to all disabled individuals and individuals with disabilities, apparent and non-apparent, allowing every person to contribute, productively engage, and have positive experiences in all facets of the community.

; and

WHEREAS, the Council will utilize these priorities to develop its work plan, which will be presented to the Dakota County Board later in 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board approves the Disability Advisory Council priorities.

Ayes: 7

- 6.2** Resolution No: 25-348
 Authorization To Execute Contract For Community Resource Center
 Coordinating Agency Services

Motion: Liz Workman

Second: Mary Hamann-Roland

WHEREAS, county staff and community partners have been exploring the potential to develop Community Resource Centers (CRC), previously referred to as One-Stop Shops, in Dakota County for several years; and

WHEREAS, these centers would offer a comprehensive array of services and supports to meet people's needs in community settings, with the goal of promoting family well-being and preventing involvement in child protection and other deep-end services; and

WHEREAS, the services and supports would be provided by a constellation of community organizations, hosted by community partners, with structural support from a Coordinating Agency; and

WHEREAS, the Sauer Family Foundation offered a grant application that was intended to support the county and community partners in implementing CRCs in Dakota County; and

WHEREAS, by Resolution No. 24-212 (April 23, 2024), the Dakota County Board of Commissioners authorized submission of an application for a Sauer Family Foundation Grant in the amount up to \$525,000 for the period of July 1, 2024 through June 30, 2026, and execution of the grant agreement; and

WHEREAS, Dakota County was awarded \$370,000 and an extension through June 30, 2027, from the Sauer Family Foundation; and

WHEREAS, the County plans to pair these monies with existing Community Service monies to fund the CRC Coordinating Agency services, including dollars to fund community navigation and to support a community advisory council; and

WHEREAS, this contract will not exceed \$582,620 over a two-year period; and

WHEREAS, a Request for Proposal (RFP) was issued for CRC Coordinating Agency services on May 1, 2025, and two responses were received; and

WHEREAS, after a panel review and discussion, a joint proposal from Residents of Color Collective (ROCC) and The Improve Group Cooperative was selected to provide this service; and

WHEREAS, Dakota County will contract with The Improve Group Cooperative, as the Agency Coordinator, and subcontract with ROCC to provide the Program Coordinator Services; and

WHEREAS, staff recommends authorization to execute a contract with The Improve Group Cooperative (who will subcontract with ROCC) to provide CRC Coordinating Agency services in the amount up to \$582,620 for the period of execution date through June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with The Improve Group Cooperative in an amount not to exceed \$582,620 for the period of execution date through June 30, 2027, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contract, consistent with the amount budgeted, to alter the contract amount and the contract term up to one year after initial expiration date, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contract shall contain a provision that allows the County to immediately terminate the contract in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amount due.

Ayes: 7

6.3 Resolution No: 25-349
Update On Sunsetting Of Adult Probation Fees And Approval Of Plan To Minnesota Department Of Corrections

Motion: Liz Workman

Second: Mary Hamann-Roland

WHEREAS, the state legislature increased funding for Community Corrections and, through the 2023 Public Safety Bill, ended the ability of counties to assess probation supervision fees starting August 1, 2029; and

WHEREAS, each county is required to send the State of Minnesota Department of Corrections its plan by August 1, 2025, for eliminating probation fees; and

WHEREAS, by Resolution No. 23-369 (August 29, 2023), the Dakota County Board of Commissioners approved acceptance of increased funding from the 2023 Public Safety Bill and amended the Community Corrections Budget; and

WHEREAS, Dakota County Community Corrections plans to continue to assess fees until the statute no longer allows it.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Corrections Director to submit the plan letter to the Minnesota Department of Corrections.

Ayes: 7

6.4 Resolution No: 25-350
Approval Of Schematic Design For Miesville Ravine Park Reserve Site Improvement Project

Motion: Liz Workman

Second: Mary Hamann-Roland

WHEREAS, by Resolution No. 23-444 (September 26, 2023), the 2024 Parks Capital Improvement Program (CIP) Adopted Budget includes a project to design and construct site developments making Miesville Ravine Park Reserve (MRPR) a better place to serve the adjacent communities; and

WHEREAS, by Resolution No. 24-091 (February 27, 2024), the Dakota County Board of Commissioners authorized the MRPR Master Plan, which outlines the site improvement plans; and

WHEREAS, by Resolution No. 24-545 (November 12, 2024), the Board approved to select HKGi to provide professional design services; and

WHEREAS, since December 2024, staff have worked with HKGi to progress the design and related review process; and

WHEREAS, staff reviewed the initial concept with tribal partners virtually on February 6, 2025; and

WHEREAS, a public open house was held in person on February 6, 2025, and project materials were published online for public comments; and

WHEREAS, public and private stakeholder workshops were held in person on February 7, 2025; and

WHEREAS, by Resolution No. 25-242 (May 20, 2025), the Dakota County Board of Commissioners authorized to amend the contract with HKGi for unforeseen complexity of the site; and

WHEREAS, schematic design was developed, incorporating the result of wetland delineation; and

WHEREAS, staff recommends that the County Board approve the schematic design for the MRPR Site Improvement project as presented by County staff on July 22, 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the schematic design for the Miesville Ravine Park Reserve Site Improvement project as presented at the Physical Development Committee of the Whole on July 22, 2025.

Ayes: 7

6.5 Resolution No: 25-351
Adoption Of 2050 Parks, Greenways, And Natural Systems Vision Plan

Motion: Liz Workman

Second: Mary Hamann-Roland

WHEREAS, the Dakota County Parks Department has been updating the previous 2030 Parks System Plan with the 2050 Parks, Greenways, and Natural Systems Vision Plan (Vision Plan); and

WHEREAS, the plan frames future work and investment in Dakota County’s parks, greenways, and natural systems for the next 25 years; and

WHEREAS, the updated vision is “Nature Protected, Community Reflected, All Are Connected”; and

WHEREAS, by Resolution No. 25-196 (April 22, 2025), the Dakota County Board of Commissioners (County Board) authorized the Vision Plan to be released for public review April 22 - May 20, 2025; and

WHEREAS, for the most part, feedback was supportive; and

WHEREAS, the plan document has been revised to reflect public comment; and

WHEREAS, on June 26, 2025, the Dakota County Planning Commission recommended adoption of the Vision Plan.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the 2050 Parks, Greenways, and Natural Systems Vision Plan.

Ayes: 7

7. Central Operations

7.1 Report On Invoices Paid In June 2025
Information only; no action requested.

8. County Board/County Administration

8.1 Resolution No: 25-352
Appointment To Planning Commission

Motion: Liz Workman

Second: Mary Hamann-Roland

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints the following individual to the Planning Commission to fill a one-year term ending January 6, 2026:

District 5, Andrea Vaubel

Ayes: 7

8.2 Resolution No: 25-353
Authorization To Amend 2025 County Board/Committee Of The Whole Meeting Schedule

Motion: Liz Workman

Second: Mary Hamann-Roland

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby cancels the August 19, 2025 Physical Development Committee of the Whole and Community Services Committee of the Whole meetings; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby schedules a budget workshop for August 19, 2025 at 9:00 a.m., Administration Center, conference room 3A, Hastings.

Ayes: 7

9. Community Services

9.1 Resolution No: 25-354

Authorization To Discontinue Board Appointed Opioid Response Advisory Committee And Amend Dakota County Policy No. 1015 - Advisory Committees

Motion: Liz Workman

Second: Mary Hamann-Roland

WHEREAS, by Resolution No. 23-277 (June 20, 2023), the Dakota County Board of Commissioners authorized the formation of a County Board appointed Opioid Response Advisory Committee (ORAC); and

WHEREAS, the ORAC commenced in October 2023, to support the development of a comprehensive and effective countywide response to the opioid crisis; and

WHEREAS, since its inception, ORAC has provided recommendations to the County Board on the use of opioid settlement funds for external projects and initiatives; and

WHEREAS, from December 2024 through March 2025, the ORAC engaged in a facilitated strategic planning process, which resulted in the development of a two-year plan that aligns with County Board goals; and

WHEREAS, staff presented this plan at the Community Services Committee of the Whole (CSC) meeting on April 15, 2025, and by Resolution No. 25-200 (April 22, 2025), the Board approved the adoption of the strategic plan; and

WHEREAS, at the April CSC meeting, the County Board gave direction to end the ORAC; and

WHEREAS, given this directive and in accordance with County Policy No. 1015, staff is recommending formal authorization to discontinue the Board appointed ORAC as of December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the discontinuation of a County Board appointed Opioid Response Advisory Committee effective December 31, 2025; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amends Dakota County Policy No. 1015 - Advisory Committees, to remove the Board Appointed Opioid Response Advisory Committee effective

December 31, 2025.

Ayes: 7

9.2 Resolution No: 25-355

Authorization To Execute 2025 Federal Transit Administration Annual List Of Certifications And Assurances

Motion: Liz Workman

Second: Mary Hamann-Roland

WHEREAS, by Resolution No. 23-305 (July 18, 2023), the Dakota County Board of Commissioners authorized the County Manager to execute a Section 5310 Elderly and Disabled Assistance grant with the Minnesota Department of Transportation to improve access to transportation service and public transportation alternatives to seniors, persons with disabilities and individuals who are system involved and transportation dependent; and

WHEREAS, before the Federal Transit Administration (FTA) may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, or loan guarantee, it requires applicants to complete certain pre-award certifications and assurances ("Certifications and Assurances"), including affirmations from the applicant's attorney that the applicant has the authority under the applicable law to make and comply with those Certifications and Assurances, and that in the attorney's opinion, the County authorized representative has legally made those Certifications and Assurances which are legal and binding obligations on the County; and

WHEREAS, the Certifications and Assurances are required annually, encompassing a wide range of funding programs overseen by the FTA; and

WHEREAS, the Community Services Division Contracts Unit staff have reviewed and determined that Dakota County is capable of following applicable federal guidance, and complying with the Certifications and Assurances as applicable to each application an authorized County representative makes to the FTA in the federal fiscal year, as set forth in the 2025 FTA Certifications and Assurances; and

WHEREAS, additionally, as required by the FTA, the County Attorney's Office, as legal counsel to the County, will be required to affirm to the FTA that the County has the authority under state or local law to make and comply with those Certifications and Assurances, and that the County can legally make those Certifications and Assurances, which once signed will constitute legal and binding obligations on the County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute the 2025 Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements in connection with federally funded projects and grants, upon the advice of the Community Services Director, subject to affirmation by the County Attorney's Office as to Dakota

County's legal authority to make and comply with those Certifications and Assurances.

Ayes: 7

9.3 Resolution No: 25-356
Authorization To Execute Joint Powers Agreement With City Of South St. Paul for Transportation Project

Motion: Liz Workman

Second: Mary Hamann-Roland

WHEREAS, by Resolution No. 24-572 (December 3, 2024), the County Board authorized Dakota County to accept Workforce Shortage grant funding through the Minnesota Department of Human Services (DHS) to provide funding for its Communities for All initiative; and

WHEREAS, Communities for All issued a Letter of Interest (LOI) and selected the Lets Go Places program through the City of South St. Paul; and

WHEREAS, through its Communities for All initiative, grant funding will be provided to the City of South St. Paul to implement the Let's Go Places program; and

WHEREAS, the Let's Go Places funding will be utilized for coordination and transportation through DARTS; and

WHEREAS, Let's Go Places will gather a group of South St. Paul residents with disabilities to develop a community calendar of inclusive events and activities, known as the resident council; and

WHEREAS, a key component of this program is to remove barriers and provide accessible transportation to ensure that all residents can participate in programming and foster a sense of community belonging and inclusion; and

WHEREAS, DARTS, under a contract with the City of South St. Paul, will provide Americans with Disabilities Act (ADA)-compliant round trip transportation to residents identified as needing this service; and

WHEREAS, this service is wheelchair accessible and has customized pick-up times; and

WHEREAS, the inclusive transportation service is estimated at \$125 per hour; and

WHEREAS, staff is requesting authorization to execute a JPA with the City of South St. Paul from the date of execution through June 30, 2026, in an amount not to exceed \$10,000.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute

a joint powers agreement with the City of South St. Paul from the date of execution through June 30, 2026, in an amount not to exceed \$10,000, subject to approval by the County Attorney's Office as to form.

Ayes: 7

10. Physical Development

10.1 Resolution No: 25-357

Authorization To Execute Third Contract Amendment With Schreiber Mullaney Construction Company, Inc., For Crisis And Recovery Center

Motion: Liz Workman

Second: Mary Hamann-Roland

WHEREAS, the 2023 Capital Improvement Program Adopted Budget as amended for the Crisis and Recovery Center project is a total of \$14,100,000; and

WHEREAS, by Resolution No. 23-380 (August 29, 2023), the County Board approved the original contract with Schreiber Mullaney Construction Company, Inc., in the sum of \$11,516,890; and

WHEREAS, with the original contract authorization, staff was also authorized to execute up to \$250,000 worth of post-award changes; and

WHEREAS, in June 2024, staff executed one contract amendment totaling \$199,728.82 to amend the work scope and to extend the substantial completion date by 15 working days; and

WHEREAS, a second contract amendment was executed through Resolution No. 24-564 (December 3, 2024) to increase the contract by an additional \$363,943.55 and to extend the substantial completion date by 10 working days; and

WHEREAS, upon construction completion, a third contract amendment is being requested to increase the contract by \$280,711.57 and to extend the substantial completion date by 37 working days; and

WHEREAS, the total authorized contract amendments to this contract would then be \$844,383.94 for reimbursement of known construction change orders on the project; and

WHEREAS, the new substantial completion date of the construction contract will be February 7, 2025; and

WHEREAS, there are sufficient funds within the approved project budget for this amendment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to

execute a contract amendment with Schreiber Mullaney Construction Company, Inc., 1286 Hudson Road, St. Paul, MN 55106, in an amount not to exceed \$280,711.57 and to add 37 working days to the schedule, for a maximum contract total not to exceed \$12,361,273.94, subject to approval by the County Attorney's office as to form.

Ayes: 7

10.2 Resolution No: 25-358

Authorization To Execute Contract With Allied Waste Services Of North America, LLC dba Republic Services Inc. For Recycling And Mixed Municipal Solid Waste Management Services At The Recycling Zone

Motion: Liz Workman

Second: Mary Hamann-Roland

WHEREAS, by Resolution No. 18-493 (September 18, 2018), the Dakota County Board of Commissioners approved the 2018 - 2038 Dakota County Solid Waste Master Plan (Master Plan); and

WHEREAS, as part of the Master Plan, the Dakota County Board of Commissioners encourages residents and businesses to properly manage hazardous wastes and recyclables; and

WHEREAS, collected recyclables and generated mixed municipal solid waste from operations require comprehensive transportation and management services; and

WHEREAS, the current contract for recycling and mixed municipal solid waste management services at The Recycling Zone is held by Gopher Resource, LLC; and

WHEREAS, Dakota County will now oversee all contracted operations, including direct oversight of all waste management contractors encompassing mixed municipal solid waste, recycling, scrap metal, hazardous waste, and problem materials; and

WHEREAS, future programming includes the Recycling Zone Plus, and it is anticipated that this contract would be amended to include this facility; and

WHEREAS, Dakota County staff issued a request for proposals on June 2, 2025, seeking a vendor to provide comprehensive recycling and solid waste hauling services at The Recycling Zone; and

WHEREAS, three potential vendors submitted proposals, which were evaluated by staff; and

WHEREAS, Dakota County requests services for a three-year contract term, with a two-year extension option; and

WHEREAS, Allied Waste Services of North America, LLC, dba Republic

Services Inc. (Republic), currently provides recycling and mixed municipal solid waste management services at The Recycling Zone, has a demonstrated excellent service record, and provided the lowest cost bid; and

WHEREAS, the \$50,000 annual contract cost is included in the household hazardous waste annual budget; and

WHEREAS, staff recommends execution of a contract with Republic for recycling and mixed municipal solid waste management services at The Recycling Zone.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to execute a contract with Allied Waste Services of North America, LLC, dba Republic Services Inc. for a term from September 1, 2025, to August 31, 2028, with a two-year extension option, in an amount not to exceed \$50,000 annually, subject to approval by the County Attorney's Office as to form and subject to approval by the County's Risk and Homeland Security Manager.

Ayes: 7

10.3 Resolution No: 25-359

Authorization To Execute Contract With RES Great Lakes, LLC For Natural Resource Restoration Of Caponi Art Park In City Of Eagan

Motion: Liz Workman

Second: Mary Hamann-Roland

WHEREAS, by Resolution No. 20-568 (November 17, 2020), the County Board adopted the Land Conservation Plan (LC Plan) to prioritize and improve County coordination and collaboration with other agencies and organizations regarding land protection and long-term natural resource management; and

WHEREAS, the County initiated the City-County Conservation Collaborative (Collaborative) in 2021 as an innovative and strategic LC Plan initiative to assist and provide incentives for cities to increase natural resource management on important city-owned property, as well as establish the recommended cost share split of 80-85 percent from County and 15-20 percent from City; and

WHEREAS, the County received \$6.2 million of Outdoor Heritage (OH) funds appropriated by the 2022 Minnesota Legislature (ML22) for land protection and restoration to assist in implementing the LC Plan; and

WHEREAS, the County worked with the cities to develop guidelines and criteria for implementing the Collaborative, and the cities were then asked to submit potential natural resource restoration projects; and

WHEREAS, the City of Eagan (City) submitted a proposal for restoring 40 acres of Caponi Art Park (Park); and

WHEREAS, by Resolution No. 24-627 (December 17, 2024) the Dakota County

Board of Commissioners authorized the execution of a joint powers agreement with the City of Eagan to expend up to \$275,960 from a combination of state grant funds, County funds and City funds to implement natural resource enhancement and restoration of Caponi Art Park located within the City of Eagan; and

WHEREAS, a Request for Bids was released on July 3, 2025, and five bids were received on July 18, 2025; and

WHEREAS, the lowest responsible bid was submitted by RES Great Lakes, LLC in the amount of \$274,890.80.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Department Director, or designee, to execute a contract with RES Great Lakes, LLC for the amount of \$274,890.80 for the Caponi Art Park Ecological Restoration Phase I project.

Ayes: 7

10.4 Resolution No: 25-360

Authorization To Release Draft Mississippi River Greenway Natural Resource Management Plan For Public Review

Motion: Liz Workman

Second: Mary Hamann-Roland

WHEREAS, by Resolution No. 17-274 (May 23, 2017), the County Board adopted the Dakota County Natural Resources Management System Plan (NRMP) which demonstrates a need to develop NRMPs for all County Parks, Greenways, and Conservation Easements; and

WHEREAS, by Resolution No. 20-568 (November 17, 2020), the County Board adopted the Land Conservation Plan, which aims to improve County coordination and collaboration with other agencies and organizations regarding land protection and long-term natural resource management; and

WHEREAS, by Resolution No. 20-519 (October 20, 2020), the County Board adopted the River to River Greenway, and established precedent for a County and Landowner partnership; and

WHEREAS, Friends of the Mississippi River was hired to develop an NRMP for the Mississippi River Greenway, which runs for 28 miles along the river, from St. Paul to Hastings; and

WHEREAS, the public lands along the corridor are owned by Dakota County, the Cities of South St. Paul, Inver Grove Heights and Hastings, and Independent School District 199; and

WHEREAS, the NRMP addresses the natural resource inventory, future vegetative cover goals, and recommended projects developed in cooperation with landowner partners; and

WHEREAS, an estimated \$2,389,000 in projects were identified in the plan; and

WHEREAS, \$589,000 has been secured from an Environment and Natural Resource Trust Fund Grant and a Rebuilding American Infrastructure with Sustainability and Equity grant to begin implementing the recommendations in the plan; and

WHEREAS, project implementation will be subject to additional grant funding and the establishment of partnership agreements; and

WHEREAS, the NRMP was presented to the Dakota County Planning Commission on June 26, 2025, at which time the Commission passed a resolution to recommend to the Dakota County Board that the draft plan be released for public review and comment; and

WHEREAS, upon County Board approval of Draft release, a website for providing comment on the NRMP will be made available for the 30-day community review period; and

WHEREAS, after public comments are addressed and incorporated, the final plan will be considered for adoption at future meetings of the Planning Commission and the Dakota County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the release of the draft Mississippi River Greenway Natural Resource Management Plan for a 30-day public review and comment period.

Ayes: 7

10.5 Resolution No: 25-361

Authorization to Execute Contract With Alliant Engineering, Incorporated, For Professional Design Services And Amend 2025 Transportation Capital Improvement Program Budget For County State Aid Highway 42 Trail Gap In Burnsville, County Project 42-167

Motion: Liz Workman

Second: Mary Hamann-Roland

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 42-167; and

WHEREAS, County Project 42-167 is the final engineering design of a trail gap project on the north side of County State Aid Highway (CSAH) 42 from CSAH 5 to Nicollet Avenue, County Project (CP) 42-167 in Burnsville; and

WHEREAS, the Transportation Department sent a Request for Proposal (RFP) to three qualified professional consultants; and

WHEREAS, the proposals received were evaluated by County and City staff;

and

WHEREAS, the proposal from Alliant Engineering, Incorporated, provided the most complete response to the RFP, including project details and the most comprehensive cost for all the services needed; and

WHEREAS, the staff recommends execution of a contract with Alliant Engineering, Incorporated, for engineering consulting services for CP 42-167 for actual costs not to exceed \$299,250; and

WHEREAS, the City’s staff concurs with this recommendation; and

WHEREAS, the cost participation for the final design engineering will be in accordance with the adopted Cost Share Policy F.1, Replacement and Modernization - Trails; and

WHEREAS, the County’s cost share is 85 percent of the consultant contract.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a contract with Alliant Engineering, Incorporated, to perform engineering consulting services for County Project 42-167 in an amount not to exceed \$299,250, subject to approval by the County Attorney’s Office as to form; and

BE IT FURTHER RESOLVED, That the 2025 Transportation Capital Improvement Program Adopted Budget is hereby amended as follow:

| | |
|---------------|----------|
| Expense | |
| CP 42-167 | \$44,888 |
| Total Expense | \$44,888 |

| | |
|--------------------|------------|
| Revenue | |
| City of Burnsville | (\$44,888) |
| Total Revenue | \$44,888 |

Ayes: 7

10.6 Resolution No: 25-362

Authorization To Execute Joint Powers Agreement With City Of Rosemount For Roundabout Intersection Improvement At County State Aid Highway 73 And Connemara Trail Intersection In Rosemount, County Project 73-038

Motion: Liz Workman

Second: Mary Hamann-Roland

WHEREAS, to provide a safe and efficient transportation system, Dakota County and the City of Rosemount are jointly partnering on County Project (CP) 73-038 for design, right of way, construction, construction administration, and cost participation; and

WHEREAS, County Project 73-038 is the construction of a single-lane

roundabout at the intersection of County State Aid Highway (CSAH) 73 and Connemara Trail in the City of Rosemount; and

WHEREAS, County staff monitors all intersections along County roads for safety and efficiency and considers surrounding development growth impacts to assess intersection needs; and

WHEREAS, existing traffic conditions and the rate of development growth in Rosemount factored into the recommendation for a single-lane roundabout intersection conversion as the necessary long-term remedy; and

WHEREAS, the City of Rosemount and the County are jointly participating in the project with Rosemount leading the design, right of way acquisition, construction, and construction administration phases; and

WHEREAS, under Minn. Stat § 162.17, subd. 1 and 471.59, subd. 1, two governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, staff recommends execution of a joint powers agreement with the City of Rosemount to memorialize roles, responsibilities, and cost share for CP 73-038; and

WHEREAS, cost share for CP 73-038 will adhere to Dakota County's Transportation Plan (July 2021) cost share policy.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to enter into a joint powers agreement between Dakota County and the City of Rosemount for the design, right of way acquisition, construction and maintenance for the County State Aid Highway 73 and Connemara Trail roundabout intersection improvement project, County Project 73-038.

Ayes: 7

REGULAR AGENDA

11. Presentation

11.1 Dakota County Agricultural Society Update on the County Fair

Dakota County Fair President Pete Storlie provided an update and responded to questions.

12. Closed Executive Session

12.1 Resolution No: 25-363
Settlement Authority For Acquisition Of Certain Property Rights Necessary For
County Project 91-030

Motion: Joe Atkins

Second: Laurie Halverson

This item did not go into closed session and was approved per recommendation provided by the County Attorney's Office.

WHEREAS, Dakota County (the County) is proceeding with County Project (CP) 91-030 in Douglas Township to provide a safe and efficient transportation system; and

WHEREAS, CP 91-030 consists of the reconstruction of the roadway of County State Aid Highway (CSAH) 91 (Nicolai Avenue) to modern standards and will include new culverts, improved drainage, treatment of storm runoff, widened shoulders, and new turn lanes; and

WHEREAS, the Project requires acquisition of right-of-way from 29 privately-owned parcels of real property, including Parcels 31, 32, and 33 owned by Elmegca Farm, as identified by Dakota County Right of Way Map No. 509; and

WHEREAS, Parcels 31, 32, and 33 are subject to ongoing eminent domain proceedings by the County; and

WHEREAS, on July 22, 2025, the Dakota County Attorney's Office (CAO) provided a confidential memorandum to the Dakota County Board of Commissioners explaining the legal strategy for accomplishing the County's acquisition of the property rights identified in Dakota County Right of Way Map No. 509 as Parcels 31, 32, and 33; and

WHEREAS, after review of the information contained in the confidential memorandum the County Board determined a closed session discussion with the CAO was not required prior to providing the requested authority.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the full and final settlement with Elmegca Farm for the acquisition of property rights identified by Dakota County Right of Way Map No. 509 as Parcels 31, 32, and 33 for a total amount of \$241,500 as being in the best interest of the County, and authorizes the County Attorney to arrange for final payment of the acquisition amount and to effectuate final settlement of the acquisition.

Ayes: 7

13. Interagency Reports/Commissioner Updates

Interagency reports and Commissioner updates were presented.

14. County Manager's Report

The following updates were provided:

National Association of Counties Awards will be presented at the August 12, 2025 County Board meeting.

The Dakota County Libraries received the Minnesota Best Libraries award. Congratulations to Library Director Margaret Stone and staff. The County thanks Margaret and wishes her well as she moves into retirement next month.

Dakota County Task Force 1 has been assisting people in Kerr County Texas after devastating flooding.

Dakota County Fair update. The fair runs from August 4-10, 2025. This year the government building is showcasing Dakota County Veteran Services. The theme is "Salute to Service," and its all about honoring the work our staff do every day to support veterans and their families.

In April 2024, the Board authorized staff to submit four applications to the Legislative-Citizen Committee on Minnesota Resources (LCCMR). Three of the four applications were recommended and were adopted for funding:

- Thompson County Park: Natural Resources Restoration and Accessibility improvements.
- Lake Byllesby Regional Park: lake and trailhead improvements.
- Cannon River Preservation and Access: bridge, parking, river access, as well as other natural area restoration.

Staff recognitions:

Recognition of Trish Bremer in Capital Projects who worked to ensure we collected the Dept. of Human Services and State dollars totaling almost \$9.5 million for the Crisis and Recovery Center.

Recognition of Visitor Services Manager Beth Landahl who received the Professional Fellow Award from the National Association of County Park and Recreation Officials. A short video was shown.

Recognition of Dakota County being the recipient of the Minnesota Recreation and Park Association Award of Excellence for the wildlife tunnel component of the County State Aid Highway 32 reconstruction project. The City of Eagan Assistant Parks and Recreation Director Jared Flewellen presented the award.

15. Information

15.1 Information

See Attachment for future Board meetings and other activities.

16. Adjournment

16.1 Resolution No: 25-364
Adjournment

Motion: Mary Hamann-Roland

Second: William Droste

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Droste, the meeting was adjourned at 9:50 a.m.

Ayes: 7

Mike Slavik
Chair

ATTEST

Heidi Welsch
County Manager



Dakota County

Board of Commissioners

Minutes

Tuesday, August 5, 2025

10:00 AM

Dakota County Fairgrounds
Entertainment Tent
4008 220th Street West, Farmington,
MN

Special County Board Meeting

1. Call to Order and Roll Call

Present: Commissioner Mike Slavik
Commissioner Joe Atkins
Commissioner Laurie Halverson
Commissioner William Droste
Commissioner Mary Liz Holberg
Commissioner Mary Hamann-Roland

Absent: Commissioner Liz Workman

Also in attendance were Heidi Welsch, County Manager; Kathryn M. Keena, County Attorney and Jeni Reynolds, Sr. Administrative Coordinator to the Board.

2. Pledge of Allegiance

The meeting was called to order at 10:00 a.m. by Chair Slavik who welcomed everyone and opened the meeting with the Pledge of Allegiance.

3. Audience

Chair Slavik noted that all public comments can be sent to CountyAdmin@co.dakota.mn.us
No comments were received for this agenda.

4. Agenda

4.1 Resolution No: 25-365
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

Second: William Droste

Ayes: 6

REGULAR AGENDA

5. County Board/County Administration

5.1 Recognition Of University Of Minnesota Extension Services 2025 Farm Family Of The Year

Regional Extension Director Tammy McCulloch introduced and recognized the Reinardy family (Jody and John Reinardy) as the University of Minnesota Extension's 2025 Farm Family of the Year for Dakota County. This item was on the agenda for informational purposes only.

5.2 Recognition Of Dakota County Farm Bureau 2025 Sesquicentennial Farms

Dakota County Farm Bureau President Charlie Radman introduced the Mainz family (Aaron Mainz) and the Maher family (Pat Maher) who were recognized for 2025 Sesquicentennial Farms (150-year-old farms) in Dakota County. This item was on the agenda for informational purposes only.

5.3 Dakota County 4-H Updates And Highlights

4-H Development Extension Educator Rachel Rezac introduced 4-H youth Aubry Ostlie, Anders Agrimson and Makenzie Meyers who presented their 4-H projects. Their projects were among 4,798 4-H exhibits submitted for this year's fair. This item was on the agenda for informational purposes only.

6. Adjournment

**6.1 Resolution No: 25-366
Adjournment**

Motion: Joe Atkins

Second: Laurie Halverson

Dakota County Agricultural Society President Pete Storlie thanked the Commissioners and visitors for attending and gave brief comments. On a motion by Commissioner Atkins, seconded by Commissioner Halverson, the meeting was adjourned at 10:35 a.m.

Ayes: 6

Mike Slavik
Chair

ATTEST

Heidi Welsch
County Manager



Board of Commissioners

Request for Board Action

Item Number: DC-4795

Agenda #: 5.2

Meeting Date: 8/12/2025

DEPARTMENT: Communications and Public Affairs

FILE TYPE: Consent Action

TITLE

Scheduling Of Dakota County Board Of Commissioners Legislative Work Session

PURPOSE/ACTION REQUESTED

Schedule a County Board legislative work session to discuss the 2026 legislative platform.

SUMMARY

The Minnesota legislative session begins on February 17, 2026. The work session will provide an opportunity for the board to discuss potential state and federal legislative platform topics for 2026.

RECOMMENDATION

Staff recommends holding a legislative work session on August 26, 2025, 10:00 a.m. (or following the Regional Railroad Authority meeting), Conference Room 3A, Administration Center, 1590 Highway 55, Hastings, MN.

EXPLANATION OF FISCAL/FTE IMPACTS

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby schedules a legislative work session on August 26, 2025, 10:00 a.m. (or following the Regional Railroad Authority meeting), Conference Room 3A, Administration Center, 1590 Highway 55, Hastings, MN, for the purpose of discussing the 2026 legislative platform.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

- Thriving People
- A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs
- Excellence in Public Service

CONTACT

Department Head: Mary Beth Schubert

Author: Mary Beth Schubert



Board of Commissioners

Request for Board Action

Item Number: DC-4745

Agenda #: 6.1

Meeting Date: 8/12/2025

DEPARTMENT: Finance

FILE TYPE: Consent Action

TITLE

Authorization To Amend Contract With CliftonLarsonAllen, LLP For Auditing Services

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a contract amendment increasing the contract total with CliftonLarsonAllen, LLP for professional auditing services.

SUMMARY

In 2016, Dakota County authorized a contract with CliftonLarsonAllen, LLP (CLA) for three audit years (2017, 2018, 2019) not to exceed \$263,550.

The contract was amended in May of 2020 to include two one-year extensions (audit years 2020 and 2021). The amendment included budgeted costs for 2020 and 2021 not to exceed \$185,777.

The contract was again amended in September 2020 to expand the audit scope to include Coronavirus Aid, Relief, and Economic Security (CARES) Act fund expenditures.

The contract was again amended in 2021 to add the 2022 audit year and the Governmental Accounting Standards Board (GASB) standard 87 implementation and calculation services, which went into effect in Dakota County's 2022 Fiscal Year.

The contract was again amended in 2023 to extend the contract with CLA for auditing services for audit years of 2023, 2024, and 2025 in the total amount not to exceed \$337,500.

The 2022 and 2023 annual audits, which took place in calendar years 2023, 2024, and 2025, incurred more auditor fees than originally expected due to several changes, challenges, and factors. The first factor related to delays in the audit related to challenges with implementing a new ERP (Dakota Connect) and the related technical issues and inefficiencies that caused for all parties involved with the 2022 and 2023 audits. The next factor included some key staff turnover that also incurred during the ERP implementation. Additionally, there was a lack of several key reports needed to reconcile cash, payables, and receivables that had to be developed and tested after the ERP was put in place before the 2023 audit could start. There were also additional fees incurred with the implementation of GASB 96 (subscription-based information technology agreements).

In June and July of 2025, the County's finance department has taken measures to address the previously noted challenges, improve the timeliness of the audit, and help ensure the cost of the audit stays on target going forward. The County has hired a CPA with 13 years of Minnesota county audit

experience as the audit unit manager. Additionally, the audit unit has utilized some of the County’s available technology to create an annual audit project tracker to monitor the progress and timing of audit preparations and auditor requests at a disaggregated level. Finally, more County audit unit staff are being assigned and trained to help with audit preparations and to respond as timely and accurately as possible to auditor requests.

Therefore, the finance department is requesting an increase to the contract total with CLA in the amount of \$270,000 to cover the costs of the 2024 and 2025 audits that remain under contract with CLA.

The County plans to go out for bid for auditing services after the current contract expires.

RECOMMENDATION

Authorize the Deputy County Manager to execute a contract amendment increasing the contract total with CLA in the amount of \$270,000 for auditing services for audit years 2024 and 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

The proposed contract amendment will increase the total contracted amount for audit services with CLA in the amount of \$270,000. An administrative budget amendment will be done to cover the contract increase with one time funding from countywide BIP.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, in 2016 Dakota County authorized a contract with CliftonLarsonAllen, LLP (CLA) for three audit years (2017, 2018, 2019) not to exceed \$263,550; and

WHEREAS, the contract was amended in May of 2020 to include two one-year extensions not to exceed \$185,777 for audit years 2020 and 2021; and

WHEREAS, the contract was amended in September 2020 to expand the audit scope to include Coronavirus Aid, Relief, and Economic Security (CARES) Act fund expenditures; and

WHEREAS, the contract was amended in 2021 to add the 2022 audit year and the GASB standard 87 implementation and calculation services; and

WHEREAS, the contract was amended in 2023 to extend the contract with CLA for auditing services for audit years of 2023, 2024, and 2025 in the total amount not to exceed \$337,500; and

WHEREAS, the 2022 and 2023 annual audits, which took place in calendar years 2023, 2024, and 2025, incurred more auditor fees than originally expected due to several changes, challenges, and factors.

NOW, THEREFORE, BE IT RESOLVED, that the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a contract amendment increasing the contract total with CliftonLarsonAllen, LLP in the amount of \$270,000 for auditing services for audit years 2024 and 2025, subject to approval by the County Attorney’s Office as to form.

PREVIOUS BOARD ACTION

17-286; 5/23/17

20-222; 5/5/20

20-422; 9/1/20

21-598; 12/14/21

23-341; 8/1/23

ATTACHMENTS

Attachment: CLA Contract Extension - 24 25 26

BOARD GOALS

- Thriving People A Healthy Environment with Quality Natural Resources
 A Successful Place for Business and Jobs Excellence in Public Service

CONTACT

Department Head: Will Wallo

Author: Lucas Chase

**FOURTH AMENDMENT TO CONTRACT BETWEEN
COUNTY OF DAKOTA AND CLIFTONLARSONALLEN LLP
FOR AUDITOR SERVICES**

WHEREAS, effective June 9, 2017, the County of Dakota, through its Operations Management and Budget Department, (County) and CliftonLarsonAllen LLP (Contractor) entered into a contract for professional services for auditing (Contract); and

WHEREAS, on May 11, 2020, September 9, 2020, and December 29, 2021 the parties amended the Contract by increasing the Contract Maximum, extending the expiration date and adding additional audit services, as authorized by the County Board through Board Resolution No. 20-222,20-422, 21-598;

WHEREAS, the parties desire to amend the Contract a fourth time as set out below, to add additional services for the 2023-2025 audit years; and

WHEREAS, the parties agree to additional audit services associated with the administration of GASB 96 standard beginning in the 2023 audit period; and

WHEREAS, the Contract provides that any amendments shall be valid only when expressed in writing and duly signed by the parties.

ACCORDINGLY, the parties agree to amend the Contract as follows:

1. Section 1.1 (Term) of the Contract is hereby amended to read as follows:
"This Contract is effective and enforceable on June 17, 2020 ("Effective Date") and will expire on July 31, 2026 or upon completion of Contractor's Obligations, as set forth in Section 2.1 or when the Contract Maximum is reached, whichever event occurs first ("Expiration Date"). Upon mutual written agreement, County and Contractor may agree to additional hours and Services for a project extension for additional services in accordance with Dakota County Contracting Policy."
2. Section 2.1 (General Description) of the contract is hereby amended to read as follows:
"Contractor shall provide the services generally described in Exhibits 1 and 2, except that audit services shall consist of audits of fiscal years 2017-2025."
3. Section 3.1 (Total Cost) of the Contract is hereby amended to increase the contract in the amount of Three Hundred Thirty - Seven Thousand Five Hundred Dollars (\$337,500.00) for a total not to exceed amount of Nine Hundred Twenty - Five Thousand Seventy-Two Dollars (\$925,072.00) ("Contract Maximum"). The Contract Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any services."
4. Section 3.2 (Compensation) of the Contract is hereby amended to include the following:
"The County shall pay:
 - One Hundred Five Thousand Five Hundred Dollars (\$105,500.00) for 2023 Audit costs
 - One Hundred Thirteen Thousand (\$113,000.00) for 2024 Audit costs
 - One Hundred Nineteen Thousand (\$119,000.00) for 2025 Audit costs
 - The above totals include Twenty-Five Thousand Dollars (\$25,000.00) for GASB Statement No. 87 costs.
5. All other terms of the Contract between the County and Contractor shall remain in full force and effect unless otherwise amended or terminated in accordance with law or the terms of the Contract.
5. If any provision of this Amendment conflicts with any provision of the Contract, or an earlier Amendment, the conflicting provision of this Amendment prevails.

ELECTRONIC SIGNATURES

Each party agrees the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on the date(s) indicated below.

APPROVED AS TO FORM:

/s/Thomas R. Donely 08/07/2023
Assistant Dakota County Attorney/Date
File No. KS-16-286-009

Board Resolution Number: 23-341

COUNTY OF DAKOTA

DocuSigned by:
David McKnight
B781BC81B31D473...
David McKnight, Director EFIS Division
Date of Signature 08/10/2023 | 8:12 AM CDT

CLIFTONLARSONALLEN LLP

(I represent and warrant that I am authorized by law to execute this Contract and legally bind the Contractor.)

DocuSigned by:
Chris Knopik
F06180908842411...
By Christopher Knopik, Principal
Date of Signature 08/10/2023 | 4:39 AM CDT

Certificate Of Completion

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| Envelope Id: 6662B51EBE154976A027F29651653F01 | Status: Completed |
| Subject: Complete with DocuSign: C0028906#4 Amendment Clifton Larson Allen auditing services.pdf | |
| Source Envelope: | |
| Document Pages: 2 | Signatures: 2 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Doug Gross |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 1590 Highway 55 |
| | Hastings, MN 55033 |
| | doug.gross@co.dakota.mn.us |
| | IP Address: 207.171.99.1 |

Record Tracking

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| Status: Original | Holder: Doug Gross | Location: DocuSign |
| 8/8/2023 8:00:12 AM | doug.gross@co.dakota.mn.us | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Dakota County | Location: DocuSign |

Signer Events

Chris Knopik
 Christopher.Knopik@claconnect.com
 Principal
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 136.226.84.174

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Electronic Record and Signature Disclosure:
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David McKnight
 David.McKnight@co.dakota.mn.us
 EFIS Director
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |

Peter Skwira
 peter.skwira@co.dakota.mn.us
 Finance Department Director
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

| Carbon Copy Events | Status | Timestamp |
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Gladys Kelly
gladys.kelly@co.dakota.mn.us
Legal Office Supervisor/Civil
Dakota County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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| Notary Events | Signature | Timestamp |
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| Electronic Record and Signature Disclosure |
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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.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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.

Consequences of changing your mind

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.

All notices and disclosures will be sent to you electronically

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

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 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..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Dakota County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.peters@co.dakota.mn.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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 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">• Allow per session cookies |

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
|--|---|

** 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.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Dakota County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Dakota County during the course of my relationship with you.



Board of Commissioners

Request for Board Action

Item Number: DC-4667

Agenda #: 7.1

Meeting Date: 8/12/2025

DEPARTMENT: Employment and Economic Assistance

FILE TYPE: Consent Action

TITLE

Authorization To Execute Fiscal Agent Agreement For The Workforce Development Board, Workforce Innovations And Opportunity Act Regional Plan And Budget

PURPOSE/ACTION REQUESTED

Authorize the execution of the Anoka County Fiscal Agent Agreement for the Workforce Development Board, which includes the Workforce Innovations and Opportunity Act (WIOA) Regional Plan and Budget.

SUMMARY

The metropolitan area of Minnesota's Workforce Development Boards is designated as Metro Region 4. Metro Region 4 consists of Anoka County, Dakota-Scott, Hennepin-Carver, Ramsey, Washington and the City of Minneapolis. Metro Region 4 submitted and obtained WIOA Regional Planning Funds from the Minnesota Department of Employment and Economic Development (DEED). The Minnesota Association of Workforce Boards (MAWB) is the oversight and administrator of the funds from DEED.

Anoka County has been designated as the fiscal agent by Metro Region 4. The Anoka County Workforce Development Board through the Anoka County Job Training Center will act as the Fiscal Agent for the Metro Region 4 allocation. This agreement will terminate on March 31, 2026.

The Anoka County Job Training Center will receive and process all invoices and be the point of contact for invoicing. To support these administrative duties, MAWB will reimburse Anoka County Job Training Center 2.5 percent of the Region 4 allocation of \$105,825 and 2.5 percent of the \$26,250 Inclusivity Modification Amendment. This fee equals and shall not exceed \$3,301.88 (Attachment: Fiscal Agent Agreement).

OUTCOMES

Metro Region 4 will spend down the regional funds allocation in a timely manner. Having Anoka County as the fiscal agent will provide consistency and structure.

RECOMMENDATION

Staff recommends authorization to execute the Fiscal Agent Agreement for the Workforce Development Board.

EXPLANATION OF FISCAL/FTE IMPACTS

There is no fiscal impact as a result of this action.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, the metropolitan area of Minnesota’s Workforce Development Boards are designated as Metro Region 4; and

WHEREAS, Metro Region 4 consists of Anoka County, Dakota-Scott, Hennepin-Carver, Ramsey, Washington and the City of Minneapolis; and

WHEREAS, Metro Region 4 submitted and obtained WIOA Regional Planning Funds from the Minnesota Department of Employment and Economic Development (DEED); and

WHEREAS, the Minnesota Association of Workforce Boards (MAWB) is the oversight and administrator of the funds from DEED; and

WHEREAS, Anoka County has been designated as the fiscal agent by Metro Region 4; and

WHEREAS, the Anoka County Workforce Development Board through the Anoka County Job Training Center will act as the Fiscal Agent for the Metro Region 4 allocation; and

WHEREAS, this agreement will terminate on March 31, 2026; and

WHEREAS, the Anoka County Job Training Center will receive and process all invoices and be the point of contact for invoicing; and

WHEREAS, to support these administrative duties, MAWB will reimburse Anoka County Job Training Center 2.5 percent of the Region 4 allocation of \$105,825 and 2.5 percent of the \$26,250 Inclusivity Modification Amendment, which is a fee that equals and shall not exceed \$3,301.88.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director, on behalf of the Dakota-Scott Workforce Development Board, to execute the Workforce Innovations And Opportunity Act (WIOA) Regional Plan And Budget Fiscal Agent Agreement for Anoka County to serve as the fiscal agent for the WIOA Metro Region 4 members through March 31, 2026, subject to approval by the County Attorney’s Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Fiscal Agent Agreement

BOARD GOALS

- Thriving People
- A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs
- Excellence in Public Service

CONTACTS

Department Head: Mark Jacobs

Author: Jill Pittelkow



Anoka County
HUMAN SERVICES DIVISION
 Job Training Center

Anoka County Contract C0011473

Fiscal Agent Agreement – Workforce Development
Workforce Innovations and Opportunity Act (WIOA) Regional Plan and Budget
January 1, 2025 – March 31, 2026

This Agreement is between Anoka County Workforce Development Board, County of Dakota, by and through the Dakota-Scott Workforce Development Board, Hennepin-Carver Counties Workforce Development Board, Workforce Innovation Board of Ramsey County, Washington County Workforce Development Board and the City of Minneapolis Workforce Development Board and the Minnesota Association of Workforce Boards (MAWB).

I. Purpose

- a. The metropolitan area of Minnesota’s Workforce Development Boards are designated as Metro Region 4. Metro Region 4 consists of Anoka County, Dakota-Scott, Hennepin-Carver, Ramsey, Washington and City of Minneapolis.
- b. Metro Region 4 received Workforce Innovations and Opportunity Act (WIOA) Regional Planning funds from the Minnesota Department of Employment and Economic Development (DEED). The (MAWB) is the oversight and administrator of the funds from DEED.
- c. Metro Region 4 has submitted a WIOA Funds for Regional Plan Implementation Budget Plan and Addendum which is Attachment A.
- d. Metro Region 4 in the past has experienced difficulties in varying levels of procurement for each of our respective systems, leading to challenges in regular spend down of the regional funds allocation due, in large part, to the administration of the funds.
- e. Metro Region 4 desires to designate a fiscal agent to ease these challenges.
- f. Anoka County Workforce Development Board through the Anoka County Job Training Center staff is qualified and willing to act as the Fiscal Agent for fiscal and administrative responsibilities for Region 4 allocation.

II. Term

This Agreement begins January 1, 2025 or the date of the last required signature and shall terminate on March 31, 2026.

III. Duties

- a. The Anoka County Job Training Center will receive and process all invoices on behalf of Region 4 (stated above) and send the Reimbursement Forms to the (MAWB).

- b. The Anoka County Job Training Center staff will be the point of contact for the organizations invoicing for outcomes related to the Region 4 Work Plan, Attachment A and approved by the MAWB and (DEED).
- c. MAWB will reimburse Anoka County Job Training Center \$105,825.00 and the \$26,250 Inclusivity Modification Amendment which is the total funding dedicated to Region 4 (includes the local portions for the Metro Region 4 counties listed above) for services provided through March 31, 2026.
- d. Invoices and reporting requirements will be processed monthly for services provided in the grant timeframe and outlined in the Region 4 Regional Work Plan, Attachment A. A final invoice for services must be submitted to MAWB by March 20, 2026.

IV. Budget and Reimbursement

- a. To support the increased administrative duties for Anoka County, Anoka County shall be reimbursed 2.5% of the Region 4 allocation of \$105,825.00 and 2.5% of the Inclusivity Modification Amendment of \$26,250.00. This fee equals and shall not exceed \$3,301.88, (Three thousand three hundred and one dollars and eighty-eight cents).

V. Additional Terms

- a. This agreement may be terminated for any reason, at any time by any party by giving 30 days advance written notice. Termination by one party constitutes termination of the entire agreement. Upon early termination, Anoka County shall be entitled to compensation for work completed up to the date of termination.
- b. This agreement may be materially amended or extended upon a written agreement signed by all necessary parties.
- c. The laws of the State of Minnesota shall govern this agreement.
- d. Anoka County will hold harmless, indemnify, and defend the Parties, their commissioners, officers, agents, and employees against any and all claims, expenses, losses, damages or lawsuits for damages arising from or related to providing or failing to provide Fiscal Agent Services, including but not limited to, the negligence of Anoka County, its agents, employees, or subcontractors in performing Fiscal Agent Services or failing to fully perform, in any aspect, all obligations under this Agreement

Each party, by signing below, agrees to be bound by its provisions and the activities, services and budget outlined in the Region 4 WIOA Regional Work Plan and Budget to the extent agreed to and submitted to DEED and MAWB by each party below.

Anoka County

City of Minneapolis

Nicole Swanson, Director

Deb Bahr-Helgen, Director

**County of Dakota, by and through the
Dakota-Scott Workforce Development Board**

Hennepin-Carver Counties

_____[title]

May Xiong, Chief Workforce
Development Officer

Washington County

**Workforce Innovation Board
Of Ramsey County**

Stan Karwoski, Commissioner

Catrice O’Neal, Executive Director

Patrick Collins, Attorney

Minnesota Association of Workforce Boards

Cate Duin, Director



Board of Commissioners

Request for Board Action

Item Number: DC-4731

Agenda #: 7.2

Meeting Date: 8/12/2025

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Authorization To Adopt 2025 Public Health Fee Schedule

PURPOSE/ACTION REQUESTED

Authorize adoption of the 2025 Public Health Fee Schedule.

SUMMARY

The Dakota County Board of Commissioners, serving as the Community Health Board, has the authority to establish and collect reasonable fees for performing its duties and providing community health services pursuant to Minn. Stat. § 145A.04, subd. 4 (c). An oversight occurred in the 2025 County Fee approval process, in which a comprehensive list of fees was not included for Public Health. Fees are presented now to ensure Public Health fees are on the record. Public Health fees were set based on the analysis of costs to perform the services listed by a Public Health Nurse or Community Health Worker and are comparative to rates across the metro.

Public Health recommends the Dakota County Board of Commissioners authorize adoption of the following 2025 Public Health Fees:

- Service Area: Tuberculosis (TB) Directly Observed Therapy - DOT - (In-person, Telehealth)
 - Billing Code: H0033
 - Fee: \$70.00
- Service Area: Public Health Nurse (PHN) Asthma Education (In-person and Telehealth)
 - Billing Code: S9441
 - Fee: \$252.00
- Service Area: PHN Home Visit, PHN Refugee Health Visit, PHN Family Health Visit, PHN TB/Infectious Disease Visit, PHN Asthma Health Visit (In-person and Telehealth)
 - Billing Code: S9123
 - Fee: \$252.00
- Service Area: PHN Lactation Consultation (In-person and Telehealth)
 - Billing Code: S9443
 - Fee: \$252.00
- Service Area: All-inclusive clinic visit
 - Billing Code: T1015
 - Fee: \$252.00
- Service Area: Latent TB Infection - PHN Case Management

- Billing Code: T1016
- Fee: \$126.00
- Service Area: Immunization Fees - Immunization Services
 - Billing Code: 90471, 90472, 90473, 90480
 - Fee: \$21.00
- Service Area: Immunization Fees - TB Skin Test TST (Mantoux)
 - Billing Code: 90471, 90472, 90473, 90480
 - Fee: \$25.00
- Service Area: Immunization Fees - Hepatitis B (Hep B) immunizations
 - Billing Code: 90471, 90472, 90473, 90480
 - Fee: \$55.00
- Service Area: Immunization Fees - Immunization Services - Employer-Paid
 - Billing Code: 90471, 90472, 90473, 90480
 - Fee: \$5.00
- Service Area: Maternal-Child Health (MCH) - Community Health Worker (CHW) Visit
 - Billing Code: 98960
 - Fee: \$32.00
- Service Area: PHN Postpartum Visit
 - Billing Code: 99501
 - Fee: \$252.00
- Service Area: PHN Newborn Visit
 - Billing Code: 99502
 - Fee: \$252.00

RECOMMENDATION

Public Health recommends the Dakota County Board of Commissioners authorize the adoption of the 2025 Public Health Fees as shown in the Resolution.

EXPLANATION OF FISCAL/FTE IMPACTS

The revenues from fees are included in the 2025 Public Health Budget.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, the Dakota County Board of Commissioners, serving as the Community Health Board, has the authority to establish and collect reasonable fees for performing its duties and providing community health services pursuant to Minn. Stat. § 145A.04, subd. 4 (c); and

WHEREAS, an oversight occurred in the 2025 County Fee approval process, in which a comprehensive list of fees was not included for Public Health; and

WHEREAS, fees are presented now to ensure Public Health fees are on the record; and

WHEREAS, Public Health fees were set based on the analysis of costs to perform the services listed by a Public Health Nurse or Community Health Worker and are comparative to rates across the

metro.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the adoption of the fee schedule to the following:

- Service Area: Tuberculosis (TB) Directly Observed Therapy - DOT - (In-person, Telehealth)
 - Billing Code: H0033
 - Fee: \$70.00
- Service Area: Public Health Nurse (PHN) Asthma Education (In-person and Telehealth)
 - Billing Code: S9441
 - Fee: \$252.00
- Service Area: PHN Home Visit, PHN Refugee Health Visit, PHN Family Health Visit, PHN TB/Infectious Disease Visit, PHN Asthma Health Visit (In-person and Telehealth)
 - Billing Code: S9123
 - Fee: \$252.00
- Service Area: PHN Lactation Consultation (In-person and Telehealth)
 - Billing Code: S9443
 - Fee: \$252.00
- Service Area: All-inclusive clinic visit
 - Billing Code: T1015
 - Fee: \$252.00
- Service Area: Latent TB Infection - PHN Case Management
 - Billing Code: T1016
 - Fee: \$126.00
- Service Area: Immunization Fees - Immunization Services
 - Billing Code: 90471, 90472, 90473, 90480
 - Fee: \$21.00
- Service Area: Immunization Fees - TB Skin Test TST (Mantoux)
 - Billing Code: 90471, 90472, 90473, 90480
 - Fee: \$25.00
- Service Area: Immunization Fees - Hepatitis B (Hep B) immunizations
 - Billing Code: 90471, 90472, 90473, 90480
 - Fee: \$55.00
- Service Area: Immunization Fees - Immunization Services - Employer-Paid
 - Billing Code: 90471, 90472, 90473, 90480
 - Fee: \$5.00
- Service Area: Maternal-Child Health (MCH) - Community Health Worker (CHW) Visit
 - Billing Code: 98960
 - Fee: \$32.00
- Service Area: PHN Postpartum Visit
 - Billing Code: 99501
 - Fee: \$252.00
- Service Area: PHN Newborn Visit
 - Billing Code: 99502

- Fee: \$252.00

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

- Thriving People A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs Excellence in Public Service

CONTACTS

Department Head: Gina Pistulka

Author: Lori Tolzman



Board of Commissioners

Request for Board Action

Item Number: DC-4744

Agenda #: 7.3

Meeting Date: 8/12/2025

DEPARTMENT: Social Services-Aging & Disability Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreements With City Of Eagan And City Of Farmington To Add Accessible Features In Public Spaces For Inclusion For Adults And Youth With Disabilities

PURPOSE/ACTION REQUESTED

Authorize execution of joint powers agreements (JPA) with the City of Eagan and the City of Farmington to increase inclusion for adults and youth with and without disabilities by adding accessible features to public spaces.

SUMMARY

By Resolution No. 24-572 (December 3, 2024), the County Board authorized Dakota County to accept Workforce Shortage grant funding through the Minnesota Department of Human Services (DHS) to provide funding for its Communities for All initiative. Communities for All issued a Letter of Interest (LOI) and selected the City of Eagan and the City of Farmington to increase inclusion for adults and youth with and without disabilities, as well as the broader community in Dakota County by adding accessible features to public spaces (Attachment: Solicitation Summary).

Through its Communities for All initiative, grant funding will be provided to do the following:

City of Eagan

- Purchase and install three manual wheelchairs at designated locations (Eagan Community Center, Civic Arena, and Art House).
- Install an adult-sized universal changing table in the Northview facility.
- Install one inclusive swing as part of the 2026 scheduled playground replacement project.
- Install communication boards at four playgrounds across the city, ensuring geographic equity (one in each quadrant of Eagan).
- Assemble and maintain sensory support bags for use during city-sponsored events.
- Display sensory area flag signage at events to clearly identify designated quiet or supportive zones.

City of Farmington

- Equip community recreation facilities with adaptive tools, such as adult-sized changing tables, to ensure individuals with physical disabilities can access use, and enjoy public

amenities with dignity and independence.

Staff is requesting authorization to execute JPAs with the City of Eagan for an amount not to exceed \$32,500 and with the City of Farmington for an amount not to exceed \$16,000 from the date of execution through August 31, 2026 (Attachment: Joint Powers Agreement-Eagan and Joint Powers Agreement-Farmington).

OUTCOMES

How Much?

City of Eagan:

- Number and type of inclusive resources installed (e.g., wheelchairs, changing tables, communication boards, inclusive swing)
- Number of staff and volunteers trained
- Number of promotional outreach activities to inform community of new inclusive resources

City of Farmington:

- Number of users of the new adult changing table
- Number of staff and volunteers who received trainings
- Number of promotional outreach activities to inform community of new changing table

How Well?

City of Eagan:

- Through feedback and surveys, aiming for at least 80 percent of users to report improved accessibility and inclusion

City of Farmington:

- Through feedback and surveys, aiming for at least 80 percent of users to report improved accessibility and inclusion

Is Anyone Better Off?

The new inclusive equipment and resources will break down barriers to participation, making public spaces more accessible and comfortable. Better staff and volunteer training will ensure residents get knowledgeable, respectful support. As a result, people with disabilities will experience greater inclusion, independence, and a stronger sense of belonging in their community.

RECOMMENDATION

Staff recommends authorization to execute JPAs with the City of Eagan in the amount not to exceed \$32,500 and with the City of Farmington in the amount not to exceed \$16,000 to increase inclusion for adults and youth with and without disabilities, by adding accessible features to public spaces from the date of execution through August 31, 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

This is funded using DHS Workforce Shortage grant funds and is included in the 2025 Social Services Budget.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, by resolution No. 24-572 (December 3, 2024), the County Board authorized Dakota County to accept Workforce Shortage grant funding through the Minnesota Department of Human Services (DHS) to provide funding for its Communities for All initiative; and

WHEREAS, Communities for All issued a Letter of Interest (LOI) and selected the City of Eagan and the City of Farmington to increase inclusion for adults and youth with and without disabilities, as well as the broader community in Dakota County by adding accessible features to public spaces; and

WHEREAS, through its Communities for All initiative, grant funding will be provided to do the following:

City of Eagan

- Purchase and install three manual wheelchairs at designated locations (Eagan Community Center, Civic Arena, and Art House).
- Install an adult-sized universal changing table in the Northview facility.
- Install one inclusive swing as part of the 2026 scheduled playground replacement project.
- Install communication boards at four playgrounds across the city, ensuring geographic equity (one in each quadrant of Eagan).
- Assemble and maintain sensory support bags for use during city-sponsored events.
- Display sensory area flag signage at events to clearly identify designated quiet or supportive zones.

City of Farmington

- Equip community recreation facilities with adaptive tools, such as adult-sized changing tables, to ensure individuals with physical disabilities can access use, and enjoy public amenities with dignity and independence.

; and

WHEREAS, staff is requesting authorization to execute joint powers agreements with the City of Eagan in an amount not to exceed \$32,500 and with the City of Farmington in an amount not to exceed \$16,000 from the date of execution through August 31, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a joint powers agreement with the City of Eagan from the date of execution through August 31, 2026, in an amount not to exceed \$32,500 subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a joint powers agreement with the City of Farmington from the date of execution through August 31, 2026, in an amount not to exceed \$16,000 subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

24-572; 12/03/24

ATTACHMENTS

Attachment: Solicitation Summary

Attachment: Joint Powers Agreement-Eagan

Attachment: Joint Powers Agreement-Farmington

BOARD GOALS

- Thriving People A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs Excellence in Public Service

CONTACTS

Department Head: Emily Schug

Author: Ericka Hammer

Solicitation Summary

Date of Solicitation:

May 31, 2025

Number of Proposals Received:

Five

Review Team Agencies:

Dakota County Staff

Services Description:

This initiative seeks to partner with community organizations, businesses, and other stakeholders to provide comprehensive support through training, education, technical assistance, and accessible resources. Additionally, microgrants will be made available to entities committed to evolving and improving their accessibility for people with disabilities. As Dakota County launches this initiative, this LOI seeks to identify community partners.

Primary Deliverables:

- **Educating and Raising Awareness:** Offering educational opportunities to learn about various disabilities and the challenges people face, sharing this knowledge within communities, and working to dispel myths and misconceptions about disabilities. This also includes offering platforms for individuals with disabilities to share their stories and talents within the community.
- **Creating an Inclusive and Welcoming Environment:** Ensuring that everyone, including people with disabilities, feels welcomed and valued when they enter any store or community space. This involves promoting friendliness and openness while equipping staff with the confidence and skills to provide excellent customer service.
- **Advocating for Change:** Advocating for policies that promote inclusion, working with local governments to improve accessibility and services, and supporting businesses that actively hire and accommodate people with disabilities.
- **Ensuring Accessibility:** Creating and maintaining accessible buildings and public spaces.

Solicitation Selection Criteria:

- Cover letter (including company name, website, address, and name, phone and email of contact)

- Responses to questions #1 - #3 below.

When responding to the Letter of Interest (LOI) for the Communities for All initiative, entities, businesses, and organizations should include the following elements to ensure a clear, concise, and complete submission:

1. Introduction and Background:

- a. A brief overview of the respondent’s organization, mission, and core activities.
- b. A statement of interest that expresses why the organization is interested in participating in the initiative, how it aligns with its values or goals, and the organization's readiness to contribute to the success of the Communities for All initiative.

2. Proposed Ideas:

- a. A description of the services or items the organization would like to provide or receive from others to support the initiative’s goals (e.g., training, technical assistance, public education, accessibility improvements, sensory equipment, etc.).
- b. An explanation of how these services will promote inclusivity and benefit people with disabilities within Dakota County.
- c. Budgets are not a required component of the LOI response. However, if you have established costs for the services you are interested in providing (e.g., hourly wages, set rates for training, etc.) or have obtained any cost estimates for your proposal, include that information.

3. Experience and Expertise: (only complete if you identify as Target Population #2 - sharing your knowledge or expertise)

- a. A summary of the organization’s experience and expertise in areas related to the initiative, such as working with people with disabilities, promoting inclusion, or implementing accessibility improvements.
- b. Specific examples of past projects, programs, or services that demonstrate the organization’s ability to contribute effectively to the initiative.

Evaluation Results:

After a thorough review, the review panel recommended moving forward with five projects proposed by: Advocating Change Together (ACT), City of Eagan, City of Farmington, Dakota County Agricultural Society, Minnesota Valley Transit Authority (MVTA).

Projects with the cities require authorization from the Board for Joint Powers Agreements. The following projects will be facilitated through contracts that do not require County Board approval due to contract amount limits. The following is a description of non-city projects:

- Advocating Change Together (ACT) – \$27,250 for Disability Awareness in Schools, Supported Decision Making Course, Disability Pride Fest Sponsorship, Disability Visibility and Education Booths at Fairs, Side by Side Choir, and Remembering with Dignity (Grave Marker Project).
- Dakota County Agricultural Society – \$26,800 for hosting the Momentum Refresh universally designed restroom trailer and hosting the Joy Mobile sensory experience unit at the 2025 Dakota County Fair.

- Minnesota Valley Transit Authority (MVTA) - \$6,000 to hire a qualified consultant specializing in disability inclusion to develop and deliver inclusive awareness training for bus operators.

Rationale of Recommended Vendor:

The **Communities for All Initiative** aims to collaborate with community organizations, businesses, and other stakeholders to offer comprehensive support through training, education, technical assistance, and accessible resources.

The four selected vendors submitted proposals that addressed all five key goals outlined in the Letter of Interest for the Communities for All Initiative: **Educating & Raising Awareness, Creating an Inclusive & Welcoming Environment, Advocating for Change, and Ensuring Accessibility**. The review panel carefully evaluated all submissions to determine which proposals aligned with the scope and objectives of the initiative.

**JOINT POWERS AGREEMENT FOR COMMUNITIES FOR ALL
BETWEEN THE COUNTY OF DAKOTA AND
CITY OF EAGAN**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Social Services, and City of Eagan, 3830 Pilot Knob Road, Eagan, MN 55122 (“City”), by and through their respective governing bodies.

RECITALS

WHEREAS, the County and the City are governmental units as that term is defined in Minn. Stat. §471.59;

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units;

WHEREAS, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Human Services Agreement No. GK304 for implementation of the County’s Communities for All Initiative (CFA);

WHEREAS, the County is permitted to make sub-grants of its CFA grant funds and the County has solicited and considered grant applications from entities for use of such funds; and

WHEREAS, the County has awarded City with CFA funds described herein based the grant expenditures outlined in Exhibit 2, Service Grid.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the County and City hereby agree as follows:

1. Effective Date. This Agreement shall be effective as of the later date of signature by the parties.
2. Purpose. The purpose of this Agreement is to provide funding by the County to the City so that the City may participate in the Dakota County Communities For All program. All funds provided by the County are to be used by the City solely for the purposes described in Exhibit 2, Service Grid.
3. City Obligations under State Contracts. The grant funds provided to City under this agreement are subject to the terms and conditions contained in both the Master Grant Contract between Dakota County and the State of Minnesota dated December 21, 2024, as may be periodically amended (“State Contracts”). See Exhibit 4. City agrees to comply with all terms and conditions

contained in such contracts that are applicable to the County. County will provide future State Contract amendments, if any, to the City within 30 days of execution.

- 4. County Obligations. The County agrees to reimburse the City in an amount not to exceed \$32,500.00 for costs incurred in performing services fulfilling the Purpose described above from the, Effective Date through August 31, 2026.
- 5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the City may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement.

The County will reimburse the City within 45 calendar days of the City’s submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted by September 30, 2026. The City must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the State Contracts, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

- 6. Authorized Representatives. The following named persons are designated as 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 Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:
 Marti Fischbach, Community Services Director
 Telephone: 651-554-5742
 Email: Marti.Fischbach@co.dakota.mn.us

Marti Fischbach, or his/her successor, has the responsibility to monitor the City’s performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The City’s Authorized Representative is:
 Andrew Pimental, Director of Parks & Recreation
 Telephone: 651-675-5506
 Email: andrew.pimental@eaganmn.gov

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the City.
8. Use of Subcontractors. The City shall not engage subcontractors under this Agreement without the express written consent of the County. It is City's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to City.
9. Indemnification. It is understood and agreed 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. Parties agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, subcontractors or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, City shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the City.
11. Audit. The City shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the City shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The City shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The City agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall the County be considered or deemed to be an agent, representative or employee of the City in the performance of this Agreement. Personnel of the City or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this

Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.

15. Compliance with Law. The City agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The City is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.

16. Default and Remedies.

(a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the City fails to fully comply with any material provision, term, or condition contained in this Agreement.

(b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the City written notice of an event of default, the City shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the City is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the City shall propose in writing the actions that the City proposes to take and the schedule required to cure the event of default.

(c) Remedies. Upon the City's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:

(1) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.

(2) The County may enforce any additional remedies it may have in law or equity.

(3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the City. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

17. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level

relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.

18. Special Conditions. The City understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County in the State Contracts, including but not limited to the following:
 - (a) Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify that it is “Supported by the County Grant Contract – Communities For All, Minnesota Department of Human Services and Dakota County Social Services Department” and shall not be released unless approved in writing by these entities’ authorized representatives.
 - (b) The City shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the City or its agents or employees.
 - (c) The City, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.
19. Exhibits. The following exhibits are attached to and incorporated within this Joint Powers Agreement.
 - Exhibit 1: Standard Assurances;
 - Exhibit 2: Service Grid;
 - Exhibit 3: Invoice Form; and
 - Exhibit 4: DHS County Grant Agreement
20. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
21. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the City. Any amendment to this Agreement must be in writing and executed by the County and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

The rest of this page is intentionally left blank. Signatures are on the following page.

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

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date

By: _____

Title: Director Community Services

County Board Res No. _____
Dakota County Contract _____
Dakota County KS 25-____

Date: _____

CITY OF EAGAN

By: _____

Title: _____

Date: _____

**EXHIBIT 1
STANDARD ASSURANCES**

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government Contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their Contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited

partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY.** When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APEALS.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

Attycv/Exh SA (Rev. 1-23)

Exhibit 2 Service Grid

Communities For All Project: City of Eagan Partnership to Build Inclusive Communities

Service Location: Dakota County, City of Eagan

Purpose

The purpose of this project is to advance the objectives of the Communities for All initiative. This project category is:

- Training
- Technical Assistance
- Microgrants
- Communications & Marketing

Increase inclusion for adults and youth with and without disabilities, as well as the broader community in Dakota County by adding accessible features to public spaces in the City of Eagan.

Target Group

Residents of Dakota County

Goals

Advance Physical Accessibility in Public Spaces

Equip community recreation facilities with adaptive tools— wheelchairs and adult-sized changing tables—to ensure individuals with physical disabilities can access, use, and enjoy public amenities with dignity and independence.

Promote Inclusive Play and Recreation

Install inclusive playground equipment, such as adaptive swings and communication boards, to ensure that children and adults of all abilities can participate in play, social interaction, and community life together.

Support Sensory and Communication Needs

Provide sensory support bags and visual communication tools at public events and facilities to create environments where individuals with sensory processing challenges or nonverbal communication styles feel safe, accommodated, and welcomed.

Foster Belonging and Dignity for All Community Members

Reduce isolation and exclusion by removing barriers to participation, empowering individuals with disabilities to engage more fully in recreational, cultural, and social activities throughout Eagan.

Lead by Example in Building Inclusive Community Infrastructure

Position Eagan as a leader in accessibility and inclusion by intentionally designing spaces and

programs that reflect the diverse needs of all residents, modeling equity, empathy, and respect as cornerstones of civic engagement.

Service Expectations

Procure and Install Inclusive Equipment

- Purchase and install three manual wheelchairs at designated locations (Eagan Community Center, Civic Arena, and Art House).
- Install an adult-sized universal changing table in the Northview facility.
- Install one inclusive swing as part of the 2026 scheduled playground replacement project.
- Install communication boards at four playgrounds across the city, ensuring geographic equity (one in each quadrant of Eagan).

Develop and Distribute Sensory Support Resources

- Assemble and maintain sensory support bags for use during city-sponsored events.
- Display sensory area flag signage at events to clearly identify designated quiet or supportive zones.

Maintain Accessibility of Installed Resources

- Ensure that all newly installed equipment (e.g., changing tables, swings, communication boards) remains functional, clean, and accessible to the public.
- Monitor and replenish sensory support bags as needed to maintain usability.

Promote Awareness and Use of Inclusive Resources

- Promote awareness of these new inclusive tools through city communication channels (social media, flyers, website).
- Train relevant staff and volunteers on the purpose and use of the inclusive resources (e.g., how to support individuals using sensory bags or communication boards).

Engage the Community

- Gather community feedback, particularly from individuals with disabilities and their families, to inform the placement and effectiveness of the resources.
- Respond to feedback and adjust to improve inclusion and participation.

Comply with Project Oversight and Reporting Requirements

- Collaborate with Dakota County staff to ensure transparency, timely updates, and alignment with county-wide inclusion goals.
- Submit project updates and required reports, including documentation of equipment purchases, installation photos, and use feedback.

Provider Collaboration

- Provider will attend grant meetings to share progress, discuss challenges, and align efforts. Attendance ensures transparency, accountability, and opportunities for collective problem-solving. Additionally, providers will collaborate and communicate with one another regarding their community outreach activities. This includes sharing insights, coordinating efforts to avoid duplication, and identifying opportunities for partnership to maximize community impact.

Project Publicity

- Publicity regarding the subject matter of this contract must identify Communities for All, Dakota County, and the Minnesota Department of Human Services as the sponsoring agencies. All projects within the grant activities must include branding and marketing images for Communities for All, the Minnesota Department of Human Services, and Dakota County.

Contractor is responsible for appropriate service delivery which often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias.

- At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery.
- At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.
- It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:
 - Racial, ethnic or discriminatory jokes or slurs;
 - Hostile, condemning, or demeaning communications, both verbal and written;
 - Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
 - Retaliation against any person who reports or addresses unacceptable behavior.

Outcome Measures

Increased Accessibility of Public Spaces

- Measure: Number and type of inclusive resources installed (e.g., wheelchairs, changing tables, communication boards, inclusive swing).
- Target: Installation of all requested resources (three wheelchairs, one changing table, one swing, four communication boards, sensory support materials).
- Evaluation Method: Pre- and post-installation inventory and photographic documentation.

Improved Community Participation by People with Disabilities

- Measure: Observed or reported use of inclusive equipment and resources by individuals with disabilities.
- Target: Documented use of each installed resource at least once per month within six months of implementation.
- Evaluation Method: Staff observation logs, user feedback forms, and informal surveys at events or facilities.

Enhanced Community Awareness of Inclusion Tools

- Measure: Reach and engagement of communications promoting new inclusive features.
- Target: At least 500 community members reached via city newsletters, social media, signage, or other outreach methods.
- Evaluation Method: Social media and newsletter metrics, flyer distribution logs, signage placement confirmation.

Positive User Feedback

- Measure: Satisfaction and perceived benefit reported by users with disabilities and their families.
- Target: 80% of respondents report that the new resources made spaces or events more accessible and welcoming.
- Evaluation Method: Feedback collected through QR codes at facilities, online surveys, or in-person interviews.

Staff and Volunteer Preparedness

- Measure: Number of staff and volunteers trained on the use and purpose of inclusive resources.
- Target: 100% of front-facing staff and volunteers trained at locations where new resources are deployed.
- Evaluation Method: Training attendance logs and pre/post training knowledge checks (optional).

Reporting

- Meet with Dakota County staff at the project's outset and as needed throughout the project.
- Participate in a meeting with Dakota County staff at the conclusion of the grant period and present outcomes of the project. Provide a written final report providing a summarization of the data for the entire period of the grant. (see details of final report #4)
- Submit all dated, itemized receipts for project purchases.

- The service provider (Eagan Parks and Recreation) will be responsible for submitting timely and complete reports to Dakota County to demonstrate progress, ensure accountability, and support continuous improvement. Required reporting includes:

Initial Implementation Report

Due Date: Within 60 days of contract execution or upon installation of the first inclusive resource.

Contents:

- Timeline for procurement and installation of all proposed items.
- Confirmation of installation sites and schedule.
- Any initial barriers or adjustments to the implementation plan.

Mid-Project Progress Report

- Due Date: Midway through the project term or 6 months after start, whichever comes first.

Contents:

- Status update on the inclusive equipment purchases and installations.
- Photos documenting installed resources.
- Summary of community outreach or staff training conducted.
- Preliminary usage or feedback data (if available).
- Any revisions to the project timeline or budget.

Final Report

Due Date: Within 30 days of project completion or by the end of the contract period.

Contents:

- Confirmation that all funded items were purchased and installed.
- Final expenditure report including itemized budget and receipts.
- Summary of user feedback and community impact (quantitative and qualitative).
- Metrics tied to outcome measures (e.g., usage data, awareness outreach, training completion).
- Reflections on successes, challenges, and recommendations for future inclusion efforts.

Ad Hoc Updates (if requested)

Contents:

- Brief updates on installation delays, changes in resource location, or emerging community needs related to accessibility.

Due: As requested by Dakota County staff.

County Responsibilities

- Collaborative plan strategy and logistics for the successful execution of: The City of Eagan Partnership to Build Inclusive Communities.
- Schedule and attend all 1:1 project check-in meetings with the Contractor. The meeting will occur: at the initiation and conclusion of the grant and as outlined in the Reporting Section.
- Process invoices for the Contractor
- Provide opportunities for the Contractor to provide feedback on the Communities for All initiative.

Payment Limitations

The County will pay for services as follows:

NTE \$32,500 to equip community spaces with essential inclusive resources:

\$1,500 for three wheelchairs (1 each at ECC, Civic Arena, and Art House)

\$16,000 for 1 adult-sized changing table (at Northview Park)

\$5,000 for an inclusive playground swing

\$2,000 for sensory support bags and a flag sign to support sensory areas at events

\$8,000 for communication boards at 4 playground locations

Payment Source:

DHS Workforce Shortage Grant Funds

Billing Procedures

- Contractor shall, within 7 days after the end of the month, submit an invoice and request for payment on an invoice form acceptable to the County.
- The invoice shall include all expenses for the previous month and certify expenditures and itemize (as applicable), 1) the date such services were provided and 2) a general description of the services provided.
- Invoices shall be submitted to DeAnn Prouty at deann.prouty@CO.DAKOTA.MN.US
- The County shall make payment to the Contractor within thirty-five (35) days of the date on which the invoice is received, and services are accepted by the County.
- If the invoice is incorrect, defective, or otherwise improper, the County will notify the Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the Contractor, the County will make payment within thirty-five (35) days.
- The County will impose a 10% penalty for invoices received 30 days after the date that invoiced services were performed. The County will impose a 20% penalty for invoices received 60 days after the date that invoiced services were performed. The County will refuse payment on invoices received 90 days after the date that the invoiced services were performed. Exceptions: If the Contractor is billing MA or other third-party payers, the penalty on late billing does not apply until

six months have passed from the end date of the service. If it is anticipated that a bill on a case will take longer than six months to resolve, the Contractor is to alert the County Deputy Director. All bills for a calendar year must be submitted to the County by February 15 of the following calendar year to receive reimbursement.

Exhibit 3 - Invoice Form

Invoice #:
Contract #:
Project Name Communities For All Initiative

Invoice Date:

Remit to:
 AGENCY NAME
 Attn:
 Email:
 Phone:

Bill to:
 Dakota County Social Services
 Attn: DeAnn Prouty
 Email: DeAnn.Prouty@co.dakota.mn.us
 Phone: (651) 554-6618

| Detailed description of materials/goods | Total Price | |
|---|-----------------|----|
| Communities For All Initiative | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Subtotal | \$ |

| | | |
|-----------------|--------------------|----|
| Comment: | Grand Total | |
| | Balance Due | \$ |



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Disability Services Division ("STATE") and Dakota County, an independent grantee, not an employee of the State of Minnesota, located at 1 Mendota Rd W, West St. Paul, MN 55118 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), and Minnesota Session Law, Chapter 125, S.F.No. 5335, Article 8, Sec. 2, subd. 14, paragraph (b), has authority to enter into contracts for the following services: 1) to develop and test an online application for matching requests for services from people with disabilities to available staff, and 2) to develop a communities-for-all program that engages businesses, community organizations, neighbors, and informal support systems to promote community inclusion of people with disabilities.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on December 16, 2024, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date.

In the event this GRANT AGREEMENT is continued by way of an amendment or new agreement, the expiration date is as amended or the date the new agreement is fully executed, whichever is later. Notwithstanding the foregoing, in the event an amendment or new agreement is not fully executed within 60 calendar days of the original expiration date of June 30, 2027, this CONTRACT will expire on August 30, 2027.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been

obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties in accordance with Attachment A, Work Plan & Budget – Communities for All and Attachment B, Work Plan & Budget – Gig Economy App, which is attached and incorporated into this CONTRACT.

2.2. Grant Progress Reports.

COUNTY shall submit Communities for All grant progress reports to the STATE on a quarterly basis and Gig Economy App grant progress reports to STATE on a semi-annual basis. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to goals, objectives, activities, outcomes, challenges, lessons learned and financial information. COUNTY shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format for each project:

Communities for All reporting

| | |
|------------------|----------------------------|
| Due Date: | For service period: |
| January 20, 2025 | Prior quarter |
| April 20, 2025 | Prior quarter |
| July 20, 2025 | Prior quarter |
| October 20, 2025 | Prior quarter |
| January 20, 2026 | Prior quarter |
| April 20, 2026 | Prior quarter |
| July 20, 2026 | Prior quarter |

Gig Economy App reporting

| | |
|------------------|----------------------------|
| Due Date: | For service period: |
| July 20, 2025 | Prior 6 months |
| January 20, 2026 | Prior 6 months |
| July 20, 2026 | Prior 6 months |

January 20, 2027

Prior 6 months

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#), as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

- 1. COUNTY will be paid in accordance with Attachment A, Work Plan & Budget – Communities for All and Attachment B, Work Plan & Budget – Gig Economy App, which is attached and incorporated into this CONTRACT.
- 2. Budget Modification.
 - a. COUNTY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan, page 69, Chapter 15](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.isp>

Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed four hundred and ninety-nine thousand, nine hundred and ninety-nine dollars and twenty cents (\$499,999.20).
- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: 20th of each month. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.
- b. **Federal funds.** N/A

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

4.4. Unexpended Funds.

COUNTY must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY’S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY’s Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. Termination by the State.

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days’ written notice to COUNTY. Upon termination, COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b. **Termination for Cause.** STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

6.2. Termination by the Commissioner of Administration.

In accord with Minn. Stat. § 16B.991, subd. 2, the Commissioner of Administration may unilaterally cancel this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

6.3. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if

the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.4. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

6.5. Conviction relating to a grant. In accordance with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is Stacie Enders or successor. Email: stacie.enders@state.mn.us. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is Julia Wallis Holmoe or successor. Email: julia.wallisholmoe@co.dakota.mn.us. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is Jerod Rauk or successor. Email: jerod.rauk@co.dakota.mn.us.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or

disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

- b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify 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, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions: <https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.

b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration’s [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person’s race, color, creed, religion, national origin, sex, marital status, gender identity or expression, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. “Person” includes, without limitation, a STATE employee, COUNTY’s employee, a program participant, and a member of the public. “Discriminate”

means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

21.2. Contingency Planning. This section applies if COUNTY will be fulfilling Priority 1 or Priority 2 functions under this contract. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, COUNTY and any subcontractor will have a contingency plan. The contingency plan shall:

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;
- b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;
- d. Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e. Provide alternative operating plans for Priority 1 or Priority 2 functions;
- f. Include a procedure for returning to normal operations; and
- g. Be available for inspection upon request.

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: Madison Fischer

Date: 12/17/2024

Contract No: 261399

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification hereon.

By: Marti Fischbach

Title: Community Services

Date: 12/17/2024

Approved as to form Paul Braumaster

Assistant County Attorney

Date: 12/17/2024

File: KS-2024-00803

3. STATE AGENCY

By (with delegated authority): Heidi Hamilton

Title: Division Director

Date: 12/21/2024

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative

**JOINT POWERS AGREEMENT FOR COMMUNITIES FOR ALL
BETWEEN THE COUNTY OF DAKOTA AND
CITY OF FARMINGTON**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Social Services, and City of Farmington, 430 Third Street, Farmington, MN 55024 (“City”), by and through their respective governing bodies.

RECITALS

WHEREAS, the County and the City are governmental units as that term is defined in Minn. Stat. §471.59;

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units;

WHEREAS, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Human Services Agreement No. GK304 for implementation of the County’s Communities for All Initiative (CFA);

WHEREAS, the County is permitted to make sub-grants of its CFA grant funds and the County has solicited and considered grant applications from entities for use of such funds; and

WHEREAS, the County has awarded City with CFA funds described herein based the grant expenditures outlined in Exhibit 2, Service Grid.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the County and City hereby agree as follows:

1. Effective Date. This Agreement shall be effective as of the later date of signature by the parties.
2. Purpose. The purpose of this Agreement is to provide funding by the County to the City so that the City may participate in the Dakota County Communities For All program. All funds provided by the County are to be used by the City solely for the purposes described in Exhibit 2, Service Grid.
3. City Obligations under State Contracts. The grant funds provided to City under this agreement are subject to the terms and conditions contained in both the Master Grant Contract between Dakota County and the State of Minnesota dated December 21, 2024, as may be periodically amended (“State Contracts”). See Exhibit 4. City agrees to comply with all terms and conditions

contained in such contracts that are applicable to the County. County will provide future State Contract amendments, if any, to the City within 30 days of execution.

4. County Obligations. The County agrees to reimburse the City in an amount not to exceed \$16,000.00 for costs incurred in performing services fulfilling the Purpose described above from the, Effective Date through August 31, 2026.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the City may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement.

The County will reimburse the City within 45 calendar days of the City's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted by September 30, 2026. The City must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the State Contracts, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

6. Authorized Representatives. The following named persons are designated as 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 Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:
Marti Fischbach, Community Services Director
Telephone: 651-554-5742
Email: Marti.Fischbach@co.dakota.mn.us

Marti Fischbach, or his/her successor, has the responsibility to monitor the City's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The City's Authorized Representative is:
Kellee Omlid, Director of Parks & Recreation
Telephone: 651-280-6851
Email: komlid@farmingtonmn.gov

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the City.
8. Use of Subcontractors. The City shall not engage subcontractors under this Agreement without the express written consent of the County. It is City's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to City.
9. Indemnification. It is understood and agreed 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. Parties agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, subcontractors or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, City shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the City.
11. Audit. The City shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the City shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The City shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The City agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall the County be considered or deemed to be an agent, representative or employee of the City in the performance of this Agreement. Personnel of the City or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this

Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.

15. Compliance with Law. The City agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The City is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.

16. Default and Remedies.

(a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the City fails to fully comply with any material provision, term, or condition contained in this Agreement.

(b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the City written notice of an event of default, the City shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the City is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the City shall propose in writing the actions that the City proposes to take and the schedule required to cure the event of default.

(c) Remedies. Upon the City's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:

(1) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.

(2) The County may enforce any additional remedies it may have in law or equity.

(3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the City. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

17. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level

relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.

18. Special Conditions. The City understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County in the State Contracts, including but not limited to the following:
 - (a) Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify that it is “Supported by the County Grant Contract – Communities For All, Minnesota Department of Human Services and Dakota County Social Services Department” and shall not be released unless approved in writing by these entities’ authorized representatives.
 - (b) The City shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the City or its agents or employees.
 - (c) The City, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.

19. Exhibits. The following exhibits are attached to and incorporated within this Joint Powers Agreement.
 - Exhibit 1: Standard Assurances;
 - Exhibit 2: Service Grid;
 - Exhibit 3: Invoice Form; and
 - Exhibit 4: DHS County Grant Agreement

20. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

21. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the City. Any amendment to this Agreement must be in writing and executed by the County and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

The rest of this page is intentionally left blank. Signatures are on the following page.

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

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date

By: _____

Title: Director Community Services

County Board Res No. _____
Dakota County Contract _____
Dakota County KS 25-____

Date: _____

CITY OF FARMINGTON

By: _____

Title: _____

Date: _____

**EXHIBIT 1
STANDARD ASSURANCES**

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government Contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their Contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited

partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY.** When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APEALS.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

Attycv/Exh SA (Rev. 1-23)

Exhibit 2 Service Grid

Communities For All Project: City of Farmington Partnership to Build Inclusive Communities

Service Location: Dakota County, City of Farmington

Purpose

The purpose of this project is to advance the objectives of the Communities for All initiative. This project category is:

- Training
- Technical Assistance
- Microgrants
- Communications & Marketing

Increase inclusion for adults and youth with and without disabilities, as well as the broader community in Dakota County by adding accessible features to public spaces in the City of Farmington.

Target Group

Residents of Dakota County

Goals

Advance Physical Accessibility in Public Spaces

Equip community recreation facilities with adaptive tools, such as adult-sized changing tables, to ensure individuals with physical disabilities can access, use, and enjoy public amenities with dignity and independence.

Foster Belonging and Dignity for All Community Members

Reduce isolation and exclusion by removing barriers to participation, empowering individuals with disabilities to engage more fully in recreational, cultural, and social activities throughout Farmington.

Lead by Example in Building Inclusive Community Infrastructure

Position Farmington as a leader in accessibility and inclusion by intentionally designing spaces and programs that reflect the diverse needs of all residents, modeling equity, empathy, and respect as cornerstones of civic engagement.

Service Expectations

Procure and Install Inclusive Equipment

- Purchase and install an adult-sized universal changing table in the Rambling River Community Center in the City of Farmington.

Maintain Accessibility of Installed Resources

- Ensure that all newly installed equipment remains functional, clean, and accessible to the public.

Promote Awareness and Use of Inclusive Resources

- Promote awareness of these new inclusive tools through city communication channels (social media, flyers, website).
- Train relevant staff and volunteers on the purpose and use of the inclusive resources.

Engage the Community

- Gather community feedback, particularly from individuals with disabilities and their families, to inform the effectiveness of the resource.
- Respond to feedback and adjust to improve inclusion and participation.

Comply with Project Oversight and Reporting Requirements

- Collaborate with Dakota County staff to ensure transparency, timely updates, and alignment with county-wide inclusion goals.
- Submit project updates and required reports, including documentation of equipment purchases, installation photos, and use feedback.

Provider Collaboration

- Provider will attend grant meetings to share progress, discuss challenges, and align efforts. Attendance ensures transparency, accountability, and opportunities for collective problem-solving. Additionally, providers will collaborate and communicate with one another regarding their community outreach activities. This includes sharing insights, coordinating efforts to avoid duplication, and identifying opportunities for partnership to maximize community impact.

Project Publicity

- Publicity regarding the subject matter of this contract must identify Communities for All, Dakota County, and the Minnesota Department of Human Services as the sponsoring agencies. All projects within the grant activities must include branding and marketing images for Communities for All, the Minnesota Department of Human Services, and Dakota County.
- Contractor is responsible for appropriate service delivery which often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias.

- At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery.
- At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.
- It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:
 - Racial, ethnic or discriminatory jokes or slurs;
 - Hostile, condemning, or demeaning communications, both verbal and written;
 - Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
 - Retaliation against any person who reports or addresses unacceptable behavior.

Outcome Measures

Increased Accessibility of Public Spaces

- Measure: Number and type of inclusive resources installed
- Target: Installation of all requested.
- Evaluation Method: Pre- and post-installation inventory and photographic documentation.

Improved Community Participation by People with Disabilities

- Measure: Observed or reported use of inclusive equipment and resources by individuals with disabilities.
- Target: Documented use of the installed resource at least once per month within six months of implementation.
- Evaluation Method: Staff observation logs, user feedback forms, and informal surveys at events or facilities.

Enhanced Community Awareness of Inclusion Tools

- Measure: Reach and engagement of communications promoting new inclusive features.
- Target: At least 500 community members reached via city newsletters, social media, signage, or other outreach methods.
- Evaluation Method: Social media and newsletter metrics, flyer distribution logs, signage placement confirmation.

Positive User Feedback

- Measure: Satisfaction and perceived benefit reported by users with disabilities and their families.

- Target: 80% of respondents report that the new resources made spaces or events more accessible and welcoming.
- Evaluation Method: Feedback collected through QR codes at facilities, online surveys, or in-person interviews.

Staff and Volunteer Preparedness

- Measure: Number of staff and volunteers trained on the use and purpose of inclusive resources.
- Target: 100% of front-facing staff and volunteers trained at locations where the new resource is deployed.
- Evaluation Method: Training attendance logs and pre/post training knowledge checks (optional).

Reporting

- Meet with Dakota County staff at the project's outset and as needed throughout the project.
- Participate in a meeting with Dakota County staff at the conclusion of the grant period and present outcomes of the project. Provide a written final report providing a summarization of the data for the entire period of the grant. (see details of final report #4)
- Submit all dated, itemized receipts for project purchases.
- The service provider (Farmington Parks and Recreation) will be responsible for submitting timely and complete reports to Dakota County to demonstrate progress, ensure accountability, and support continuous improvement. Required reporting includes:

Initial Implementation Report

Due Date: Within 60 days of contract execution or upon installation of the first inclusive resource.

Contents:

- Timeline for procurement and installation of all proposed items.
- Confirmation of installation sites and schedule.
- Any initial barriers or adjustments to the implementation plan.

Mid-Project Progress Report

Due Date: Midway through the project term or 6 months after start, whichever comes first.

Contents:

- Status update on the inclusive equipment purchase and installation.
- Photos documenting the installed resource.
- Summary of community outreach or staff training conducted.
- Preliminary usage or feedback data (if available).
- Any revisions to the project timeline or budget.

Final Report

Due Date: Within 30 days of project completion or by the end of the contract period.

Contents:

- Confirmation that all funded items were purchased and installed.
- Final expenditure report including itemized budget and receipts.
- Summary of user feedback and community impact (quantitative and qualitative).
- Metrics tied to outcome measures (e.g., usage data, awareness outreach, training completion).
- Reflections on successes, challenges, and recommendations for future inclusion efforts.

Ad Hoc Updates (if requested)

- Contents: Brief updates on installation delays, changes in resource location, or emerging community needs related to accessibility.
- Due: As requested by Dakota County staff.

County Responsibilities

- Collaborative plan strategy and logistics for the successful execution of: The City of Farmington Partnership to Build Inclusive Communities.
- Schedule and attend all 1:1 project check-in meetings with the Contractor. The meeting will occur: at the initiation and conclusion of the grant and as outlined in the Reporting Section.
- Process invoices for the Contractor
- Provide opportunities for the Contractor to provide feedback on the Communities for All initiative.

Payment Limitations

The County will pay for services as follows:

NTE \$16,000 to equip the designated community space with essential inclusive resources:

\$16,000 for 1 adult-sized changing table

Payment Source:

Workforce Shortage - DHS Grant Funds

Billing Procedures

- Contractor shall, within 7 days after the end of the month, submit an invoice and request for payment on an invoice form acceptable to the County.

- The invoice shall include all expenses for the previous month and certify expenditures and itemize (as applicable), 1) the date such services were provided, and 2) a general description of the services provided.
- Invoices shall be submitted to DeAnn Prouty at deann.prouty@CO.DAKOTA.MN.US
- The County shall make payment to the Contractor within thirty-five (35) days of the date on which the invoice is received, and services are accepted by the County.
- If the invoice is incorrect, defective, or otherwise improper, the County will notify the Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the Contractor, the County will make payment within thirty-five (35) days.
- The County will impose a 10% penalty for invoices received 30 days after the date that invoiced services were performed. The County will impose a 20% penalty for invoices received 60 days after the date that invoiced services were performed. The County will refuse payment on invoices received 90 days after the date that the invoiced services were performed. Exceptions: If the Contractor is billing MA or other third-party payers, the penalty on late billing does not apply until six months have passed from the end date of the service. If it is anticipated that a bill on a case will take longer than six months to resolve, the Contractor is to alert the County Deputy Director. All bills for a calendar year must be submitted to the County by February 15 of the following calendar year to receive reimbursement.



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Disability Services Division ("STATE") and Dakota County, an independent grantee, not an employee of the State of Minnesota, located at 1 Mendota Rd W, West St. Paul, MN 55118 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), and Minnesota Session Law, Chapter 125, S.F.No. 5335, Article 8, Sec. 2, subd. 14, paragraph (b), has authority to enter into contracts for the following services: 1) to develop and test an online application for matching requests for services from people with disabilities to available staff, and 2) to develop a communities-for-all program that engages businesses, community organizations, neighbors, and informal support systems to promote community inclusion of people with disabilities.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on December 16, 2024, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date.

In the event this GRANT AGREEMENT is continued by way of an amendment or new agreement, the expiration date is as amended or the date the new agreement is fully executed, whichever is later. Notwithstanding the foregoing, in the event an amendment or new agreement is not fully executed within 60 calendar days of the original expiration date of June 30, 2027, this CONTRACT will expire on August 30, 2027.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been

obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties in accordance with Attachment A, Work Plan & Budget – Communities for All and Attachment B, Work Plan & Budget – Gig Economy App, which is attached and incorporated into this CONTRACT.

2.2. Grant Progress Reports.

COUNTY shall submit Communities for All grant progress reports to the STATE on a quarterly basis and Gig Economy App grant progress reports to STATE on a semi-annual basis. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to goals, objectives, activities, outcomes, challenges, lessons learned and financial information. COUNTY shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format for each project:

Communities for All reporting

| | |
|------------------|----------------------------|
| Due Date: | For service period: |
| January 20, 2025 | Prior quarter |
| April 20, 2025 | Prior quarter |
| July 20, 2025 | Prior quarter |
| October 20, 2025 | Prior quarter |
| January 20, 2026 | Prior quarter |
| April 20, 2026 | Prior quarter |
| July 20, 2026 | Prior quarter |

Gig Economy App reporting

| | |
|------------------|----------------------------|
| Due Date: | For service period: |
| July 20, 2025 | Prior 6 months |
| January 20, 2026 | Prior 6 months |
| July 20, 2026 | Prior 6 months |

January 20, 2027

Prior 6 months

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#), as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with Attachment A, Work Plan & Budget – Communities for All and Attachment B, Work Plan & Budget – Gig Economy App, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. COUNTY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

- b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan, page 69, Chapter 15](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.isp>

Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed four hundred and ninety-nine thousand, nine hundred and ninety-nine dollars and twenty cents (\$499,999.20).
- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: 20th of each month. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.
- b. **Federal funds.** N/A

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

4.4. Unexpended Funds.

COUNTY must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. Termination by the State.

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to COUNTY. Upon termination, COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b. **Termination for Cause.** STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

6.2. Termination by the Commissioner of Administration.

In accord with Minn. Stat. § 16B.991, subd. 2, the Commissioner of Administration may unilaterally cancel this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

6.3. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if

the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.4. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

6.5. Conviction relating to a grant. In accordance with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is Stacie Enders or successor. Email: stacie.enders@state.mn.us. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is Julia Wallis Holmoe or successor. Email: julia.wallisholmoe@co.dakota.mn.us. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is Jerod Rauk or successor. Email: jerod.rauk@co.dakota.mn.us.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or

disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

- b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify 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, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions: <https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

- 1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE’s right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.

- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity or expression, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate"

means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

21.2. Contingency Planning. This section applies if COUNTY will be fulfilling Priority 1 or Priority 2 functions under this contract. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, COUNTY and any subcontractor will have a contingency plan. The contingency plan shall:

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;
- b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;
- d. Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e. Provide alternative operating plans for Priority 1 or Priority 2 functions;
- f. Include a procedure for returning to normal operations; and
- g. Be available for inspection upon request.

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: Madison Fischer

Date: 12/17/2024

Contract No: 261399

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification hereon.

By: Marti Fischbach

Title: Community Services

Date: 12/17/2024

Approved as to form Paul Braumaster

Assistant County Attorney

Date: 12/17/2024

File: KS-2024-00803

3. STATE AGENCY

By (with delegated authority): Heidi Hamilton

Title: Division Director

Date: 12/21/2024

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative



Board of Commissioners

Request for Board Action

Item Number: DC-4597

Agenda #: 8.1

Meeting Date: 8/12/2025

DEPARTMENT: Physical Development Administration

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement For Fueling Services Between Dakota County And State Of Minnesota

PURPOSE/ACTION REQUESTED

Authorize execution of joint powers agreement (JPA) with the State of Minnesota Department of Transportation (State) for Fueling Services.

SUMMARY

In 1998, underground storage tank regulations changed, requiring the replacement of or upgrades to all underground storage tank systems in Minnesota. The County, City of Hastings, and State all had underground fuel storage tank systems within the Hastings city limits. To reduce costs and improve efficiencies, a JPA was formed to establish that a single upgraded fuel island would be at the County Hastings Transportation site. Capital costs were shared by the three municipalities with an ongoing 20-year cost formula for annual repair and maintenance of the fuel island. In 2018, after 20 years as per the JPA, the sole owner of the site became the County.

In 2018, the City of Hastings and the State approached the County about continuing access to fueling services. New JPAs were authorized by Resolution No. 18-607 (November 27, 2018) for fueling services.

The State JPA expired on June 30, 2024. The State is requesting a new JPA to extend fuel services. This new request will follow the annual County fees schedules as per the seven percent markup. The new JPA will extend fuel services to June 30, 2029, or 18 months' notice, whichever occurs first (Attachment: MnDOT Fuel JPA).

RECOMMENDATION

Staff recommends the Board authorize the Physical Development Director to execute the new JPA with the State for Fuel Services.

EXPLANATION OF FISCAL/FTE IMPACTS

Changes to this JPA will keep markups for fueling services in line with the approved fees schedules and will enable accurate reimbursement for the cost of services provided to the State.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, since 1998, by Resolution No. 98-373 (June 16, 1998), Dakota County has been providing Fueling Services for the State of Minnesota Department of Transportation; and

WHEREAS, the Minnesota Department of Transportation has requested to extend County Fueling Services through an updated joint powers agreement; and

WHEREAS, staff recommends authorization of this joint powers agreement.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute the amended joint powers agreement with the State of Minnesota Department of Transportation for Fueling Services, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

18-607; 11/27/18

98-373; 06/16/98

ATTACHMENTS

Attachment: MnDOT Fuel JPA

BOARD GOALS

- Thriving People A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs Excellence in Public Service

CONTACT

Department Head: Erin Stwora

Author: Kevin Schlangen

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE STATE OF MINNESOTA FOR FUELING SERVICES**

This Joint Powers Agreement is entered into by and between the County of Dakota (County) and the State of Minnesota Department of Transportation (State), governmental units of the State of Minnesota, pursuant to the authority contained in Minn. Stat. § 471.59.

Now, therefore, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the terms and conditions pursuant to which the County will provide fueling services to the State. No use of County vehicles or equipment is intended or included in this Agreement.
2. Term. This Agreement shall be in effect on the day that the Agreement has been approved by resolution of and duly executed by the County and the State pursuant to Minn. Stat. § 16C.05, subd. 2. This Agreement shall expire on June 30, 2029, unless it is terminated at an earlier date pursuant to section 14 of this Agreement.
3. Services to be Provided by County. The County agrees to provide fueling services to the State, upon the State’s request, when, in the County’s sole discretion, provision of such services will not increase the County’s expenses; provision of such services will not unduly interfere with the County’s fueling of its own fleet; and County has the time, equipment, and ability to provide the services. State will be given access to County-owned fueling stations through the use of fuel fobs provided by the County. Fueling services are unsupervised and the State will be responsible for ensuring that its employees access the County fuel station and obtain fuel only in compliance with the terms of this Agreement.
4. Obligations of State.
 - a. State agrees to make requests for fueling services according to procedures established by the County.
 - b. State agrees that its employees will comply with County policies and procedures, as they may be amended from time to time, governing fueling service procedures, fueling stations, and fuel fobs.
5. Payment.
 - a. County will invoice State monthly for services provided to State pursuant to this Agreement.
 - b. County fueling services will be invoiced as follows:
 - (i) Fuel purchased at the County-owned fueling stations will be billed at cost, plus 7% for overhead expenses.
 - (ii) The County must, upon request of the State, provide documentation showing a breakdown of costs claimed for reimbursement.

Attachment: MnDOT Fuel JPA

- c. The State will pay the County upon receipt and approval of an invoice for eligible costs. State agrees to pay County within 30 calendar days of any invoice issued pursuant to this Agreement, unless State disputes the invoiced amount. State will notify County if the invoice is incorrect, defective, or otherwise improper within 10 calendar days of receipt.
 - d. The State's total obligation for all compensation and reimbursements to the County under this Agreement will not exceed \$446,377.25.
 - e. The State agrees that it is solely responsible for ensuring that the State and its employees do not obtain fuel from the County in excess of the State's budgeted obligation amount. Notwithstanding anything to the contrary in this Agreement, the State remains responsible for paying for all fuel obtained from the County pursuant to this Agreement as required by law.
6. Liaisons. The party's liaison acts as the party's contact for the day-to-day performance of this Agreement. Each party will advise the other party in writing of any change in their liaison.

Liaison for County: Kevin L. Schlangen
Fleet Manager
2800 160th St. West
Rosemount, MN 55068
Phone: 952-891-7910
Email: kevin.schlangen@co.dakota.mn.us

Liaison for State: Khani Sahebjam, or successor
MnDOT-Metro District Engineer
1500 County Road B2
Roseville, MN 55113
Phone: (651) 234-7700
Email: Khani.sahebjam@state.mn.us

7. Authorized Representative. The named persons, in the positions stated below, or their successors in title, are designated the Authorized Representatives of the parties for purposes of this Agreement. Notifications required to be provided by the terms of this Agreement, invoices to be submitted, and payments made shall be provided to the following named persons unless otherwise stated in this Agreement:

To Dakota County:

Georg Fischer
Physical Development Director
14955 Galaxie Avenue
Apple Valley, MN 55124
Phone: (651) 891-7007
Email: georg.fischer@co.dakota.mn.us

To State of Minnesota:

Khani Sahebjam, or successor
MnDOT Metro District Engineer
1500 West County Road B-2
Roseville, MN 55113
Phone: (651) 234-7700
Email: Khani.sahebjam@state.mn.us

The parties shall provide written notification to each other of any change to the designated liaison or Authorized Representatives. Such written notification shall be effective to change the designated liaison or Authorized Representative under this Contract, without necessitating an amendment of this Contract.

8. Cooperation and Timeliness. Time is of the essence in this Contract. Failure by a party to perform its obligations in a timely manner may be considered by the other party as a material breach.
9. Independent Contractor Status. Nothing in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture or employer-employee relationship between the parties. Officers, employees or agents of one party shall not be considered officers, employees or agents of the other party. The County shall not be deemed the State's agent for any purpose whatsoever. The State shall not be deemed the County's agent for any purpose whatsoever.
10. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
11. Liable for Own Acts. Each party to this Agreement shall be liable for the acts of their own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees and/or agents. 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 County's acts or omissions. The Minnesota Tort Claims Act, [Minn. Stat. §3.736](#), and other applicable laws govern the State's liability.
12. Governing Law. 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 Dakota County, Minnesota.
13. Force Majeure. Neither party shall be liable to the other party for any loss or damage resulting from a delay nor failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
14. Termination. Either party may terminate this Agreement without cause upon 18 months' written notice to the other party. Termination of this Agreement does not relieve the liability or responsibilities of a party arising from the performance or nonperformance of the terms of this Agreement before the effective date of termination.
 - a. Notwithstanding any provision of this Agreement to the contrary, the County or the State may immediately terminate this Agreement if either does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to perform the services anticipated by this Agreement. Written Notice of Termination sent by the terminating party to the other party by email is sufficient notice under terms of this Agreement. A party will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding except that the State will pay the County for services provided.
 - b. Upon termination, the County will use best efforts to promptly disable all fuel fobs assigned to State employees pursuant to this Agreement. The State will be responsible for ensuring that its employees do not obtain fuel from the County following notice of termination and shall

Attachment: MnDOT Fuel JPA

remain responsible for paying for all fuel obtained from the County pursuant to this Agreement as required by law.

15. Merger. This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
16. Data Practices and Confidentiality. Data on individuals collected, created, received, kept or shared by State or County under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and its implementing rules. Federal privacy rules may also apply to such data.
17. Records Disclosure, Retention, Audits. Bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by each party to this Agreement and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Each party agrees to maintain such evidences for a period of six years from the date services or payment were last provided or made, or longer if any audit in progress requires a longer retention period.
18. Nondiscrimination. The parties agree that they will not, by reason of race, creed, color, sex, national origin, disability, sexual orientation, age, marital status or public assistance status, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which person is assigned. Parties agree to comply with all Federal, State, and local non-discrimination laws and ordinances, in particular the applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.
19. Amendments. This Agreement may be amended at any time by agreement of both parties. Such amendments shall be approved by the parties and shall be in writing.
20. 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.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

FOR DAKOTA COUNTY

By: _____
Georg Fischer
Physical Development Director

Date: _____

Approved as to Form:

Assistant County Attorney Date
County Attorney File No.

Dakota County Board Resolution:

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____
Date: _____
SWIFT Contract # _____
SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION

By: _____
Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
Date: _____



Board of Commissioners

Request for Board Action

Item Number: DC-4396

Agenda #: 8.2

Meeting Date: 8/12/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Amend 2025 Adopted Budget And Authorization To Execute Contracts With National Railroad Safety Services, Inc., And Northland Grading & Excavating, Inc., For County State Aid Highway 86 Reconstruction From County State Aid Highway 23 To Trunk Highway 3, County Project 86-34

PURPOSE/ACTION REQUESTED

Amend the Capital Improvement Program (CIP) Adopted Budget and the contracts with National Railroad Safety, Inc., (NRSS) and Northland Grading & Excavating, Inc., for County Project (CP) 86-34 County State Aid Highway (CSAH) 86 reconstruction from CSAH 23 (Galaxie Avenue) to Trunk Highway (TH) 3 in Castle Rock, Eureka, Greenvale, and Waterford Townships.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with CP 86-34. County Project 86-34, which is the reconstruction of CSAH 86 (280th Street West) as an undivided two-lane highway with shoulders and turn lanes at all public road intersections from CSAH 23 (Galaxie Avenue) to TH 3. The reconstruction includes an urban three-lane typical section with curb and gutter through the Village of Castle Rock and the replacement of the railroad bridge (FRA/DOT #380380F).

The 2025 Transportation CIP currently includes a remaining budget of \$458,316.46, and the contract with NRSS has \$6,628.49 remaining.

Although the construction is nearly complete, flagging is still necessary whenever anyone is within the railroad right of way. In the contracts for the County's contractor and railroad flaggers, there is an outstanding amount of \$1,305,000 that has not been invoiced yet.

Additional flagging hours have been necessary due to delays imposed by the railroad, as well as the contractor working longer hours to get the work done. A flagger is required whenever anyone is within the railroad's right of way, no matter what task is being done. They have been on site during all work for the shoofly and permanent bridge. That includes sheet pile installation to create a foundation for the shoofly bridge, the driving of the pile for the permanent bridge, the construction of the abutments and the pier as well as when the tracks were set and removed as well as minor things such as welding the walers to the diaphragms and the placement of fill material and the removal of material after the shoofly was removed. They have been on site since November 2022 except for the coldest of the winter months when work wasn't possible. They are there to monitor the safety of all the

workers who are within the railroad’s right of way and to take action if an incident happens.

An amendment is requested to increase CP 86-34’s construction budget by \$1,305,000 to bring the total 2025 Transportation CIP Budget to \$17,262,826.92 which includes an additional \$70,000 for the NRSS contract and \$1,235,000 for the Northland Grading & Excavating, Inc. contract.

RECOMMENDATION

Staff recommends amending the 2025 Transportation CIP Budget to proceed with construction of CP 86-34.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation CIP Budget currently contains \$458,316.46 for CP 86-34 construction. A budget amendment of \$1,305,000 is requested for additional construction and flagging costs. Sufficient funds exist in the Transportation Sales & Use Tax account for the amendment request including \$70,000 for the NRSS and \$1,235,000 for Northland Grading & Excavating, Inc., contracts.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 86-34; and

WHEREAS, CP 86-34 is the reconstruction of County State Aid Highway (CSAH) 86 (280th Street West) as an undivided two-lane highway with shoulders and turn lanes at all public road intersections from CSAH 23 (Galaxie Avenue) to Trunk Highway (TH) 3; and

WHEREAS, CP 86-34 includes the reconstruction of Soo Line Railroad Company’s (Canadian Pacific) railroad bridge, FRA/DOT #380380F; and

WHEREAS, a contract amendment of \$70,000 is required for National Railroad Safety Services, Inc., for flagging in the railroad’s right of way; and

WHEREAS, an additional contract amendment of \$1,235,000 is required for Northland Grading & Excavating, Inc., construction of the roadway; and

WHEREAS, the 2025 Transportation Capital Improvement Program Budget requires an amendment for CP 86-34 to continue with the construction contract; and

WHEREAS, the Transportation Sales & Use Tax contains sufficient funds to account for the budget amendment of CP 86-34 in the amount of \$1,305,000, bringing the total project budget to \$17,262,826.92.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the Transportation Director to execute the amendments to the contracts for National Railroad Safety Services, Inc., and Northland Grading & Excavating, Inc., in the amounts of \$70,000 and \$1,235,000, respectively, and

BE IT FURTHER RESOLVED, That the 2022 Transportation Capital Improvement Program Budget is hereby amended to include additional funds for County Project 86-34 as follows:

| | |
|----------------------|--------------------|
| Expense | |
| County Project 86-34 | <u>\$1,305,000</u> |
| Total Expense | \$1,305,000 |

| | |
|--------------------------------|--------------------|
| Revenue | |
| Transportation Sales & Use Tax | <u>\$1,305,000</u> |
| Total Revenue | \$1,305,000 |

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Location Map

Attachment: NRSS Invoice Summary

BOARD GOALS

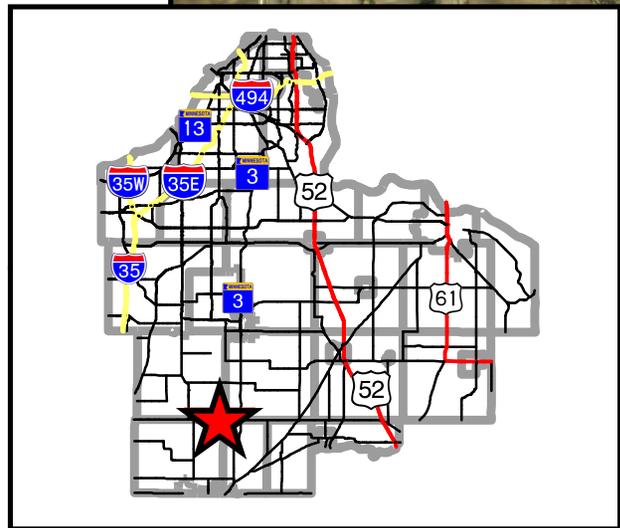
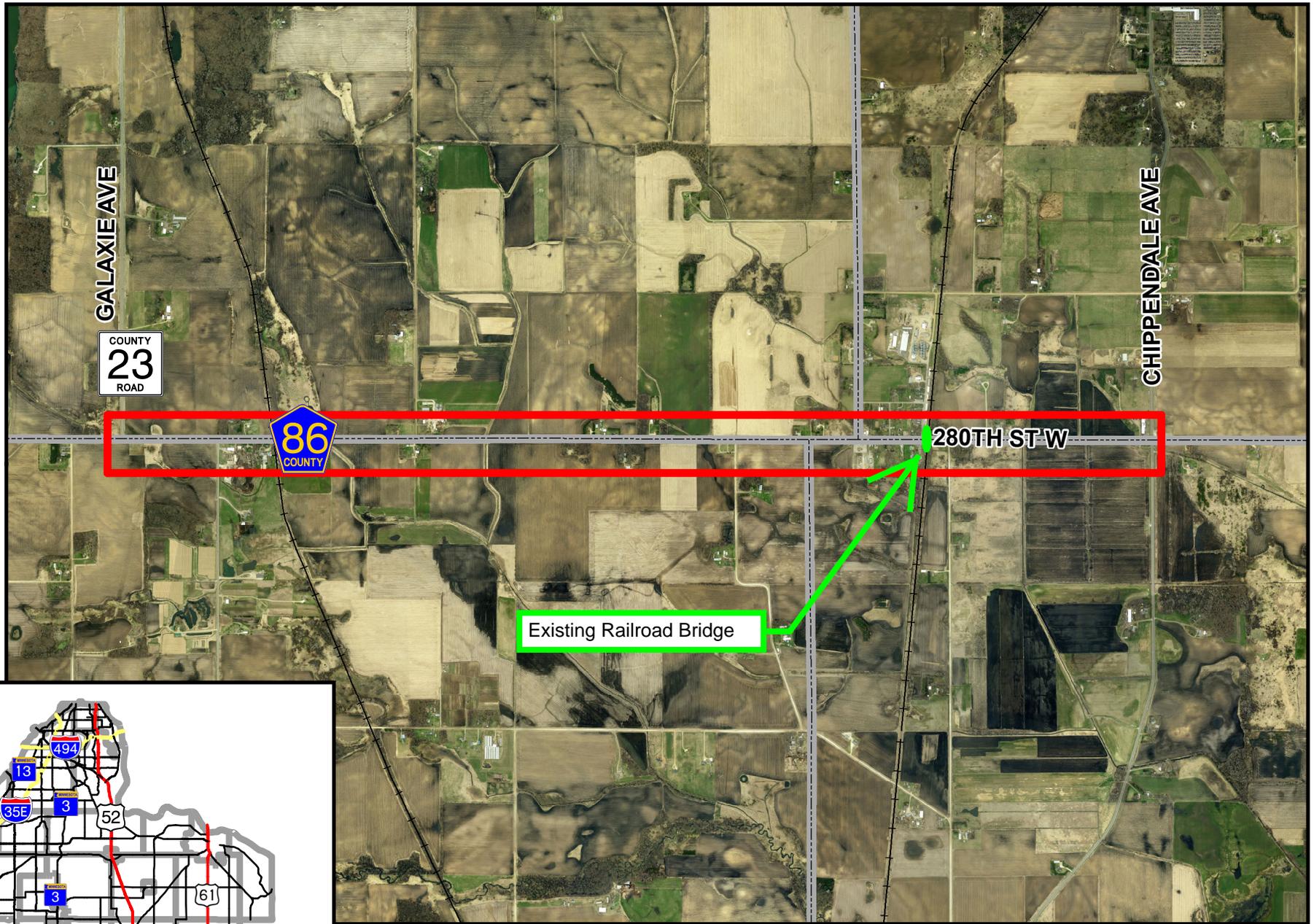
- Thriving People A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Jeannine Briol

Prepared by the Dakota County Transportation Department



County Project 86-34

NRSS Flagging Costs

| | Date | Inv. No. | Amount | Total to Date County |
|----|------------|----------|--------------|-------------------------|
| 1 | 11/21/2022 | 24713 | \$ 8,480.00 | \$ 8,480.00 |
| 2 | 11/28/2022 | 24748 | \$ 4,797.00 | \$ 13,277.00 |
| 3 | 12/5/2022 | 24821 | \$ 8,261.75 | \$ 21,538.75 |
| 4 | 12/12/2022 | 24875 | \$ 8,480.00 | \$ 30,018.75 |
| 5 | 12/19/2022 | 24936 | \$ 7,607.00 | \$ 37,625.75 |
| 6 | 1/16/2023 | 25128 | \$ 1,364.00 | \$ 38,989.75 |
| 7 | 3/6/2023 | 25577 | \$ 7,025.00 | \$ 46,014.75 |
| 8 | 4/3/2023 | 25892 | \$ 1,550.50 | \$ 47,565.25 |
| 9 | 5/8/2023 | 26309 | \$ 7,898.00 | \$ 55,463.25 |
| 10 | 5/15/2023 | 26380 | \$ 3,501.13 | \$ 58,964.38 |
| 11 | 11/13/2023 | 29274 | \$ 1,364.00 | \$ 60,328.38 |
| 12 | 3/4/2024 | 30689 | \$ 6,347.50 | \$ 66,675.88 |
| 13 | 3/11/2024 | 30760 | \$ 8,480.00 | \$ 75,155.88 |
| 14 | 3/18/2024 | 30844 | \$ 6,784.00 | \$ 81,939.88 |
| 15 | 3/25/2024 | 30957 | \$ 9,062.00 | \$ 91,001.88 |
| 16 | 4/1/2024 | 31002 | \$ 9,207.50 | \$ 100,209.38 |
| 17 | 4/8/2024 | 31149 | \$ 9,571.25 | \$ 109,780.63 |
| 18 | 4/15/2024 | 31208 | \$ 8,771.00 | \$ 118,551.63 |
| 19 | 5/20/2024 | 31727 | \$ 7,607.00 | \$ 126,158.63 |
| 20 | 5/21/2024 | 31812 | \$ 7,898.00 | \$ 134,056.63 |
| 21 | 6/13/2024 | 31903 | \$ 10,405.50 | \$ 144,462.13 |
| 22 | 6/20/2024 | 32038 | \$ 11,808.25 | \$ 156,270.38 |
| 23 | 6/24/2024 | 32136 | \$ 8,916.50 | \$ 165,186.88 |
| 24 | 7/1/2024 | 32235 | \$ 8,771.00 | \$ 173,957.88 |
| 25 | 7/22/2024 | 32504 | \$ 11,937.75 | \$ 185,895.63 |
| 26 | 7/25/2024 | 32624 | \$ 13,794.00 | \$ 199,689.63 |
| 27 | 7/29/2024 | 32724 | \$ 13,794.00 | \$ 213,483.63 |
| 28 | 8/5/2024 | 32817 | \$ 13,879.25 | \$ 227,362.88 |
| 29 | 8/19/2024 | 32955 | \$ 13,879.25 | \$ 241,242.13 |
| 30 | 8/25/2024 | 33037 | \$ 13,879.25 | \$ 255,121.38 |
| 31 | 9/3/2024 | 33187 | \$ 13,879.25 | \$ 269,000.63 |
| 32 | 9/12/2024 | 33246 | \$ 13,879.25 | \$ 282,879.88 |
| 33 | 9/16/2024 | 33399 | \$ 14,291.75 | \$ 297,171.63 |
| 34 | 9/25/2024 | 33509 | \$ 13,879.25 | \$ 311,050.88 |
| 35 | 9/27/2024 | 33612 | \$ 13,879.25 | \$ 324,930.13 |
| 36 | 9/30/2024 | 33713 | \$ 13,708.75 | \$ 338,638.88 |
| 37 | 10/11/2024 | 33853 | \$ 10,435.00 | \$ 349,073.88 |
| 38 | 10/21/2024 | 33997 | \$ 10,435.00 | \$ 359,508.88 |
| 39 | 10/21/2024 | 34090 | \$ 10,435.00 | \$ 369,943.88 |
| 40 | 10/28/2024 | 34246 | \$ 10,435.00 | \$ 380,378.88 |
| 41 | 11/15/2024 | 34295 | \$ 10,435.00 | \$ 390,813.88 |
| 42 | 12/5/2024 | 34646 | \$ 10,435.00 | \$ 401,248.88 |

| | | | | |
|----|------------|-------|--------------|---------------|
| 43 | 12/16/2024 | 34757 | \$ 4,215.00 | \$ 405,463.88 |
| 44 | 12/16/2024 | 34828 | \$ 12,208.25 | \$ 417,672.13 |
| 45 | 12/20/2024 | 34935 | \$ 8,189.00 | \$ 425,861.13 |
| 46 | 1/2/2025 | 35048 | \$ 6,784.00 | \$ 432,645.13 |
| 47 | 1/6/2025 | 35149 | \$ 5,620.00 | \$ 438,265.13 |
| 48 | 1/15/2025 | 35171 | \$ 1,696.00 | \$ 439,961.13 |
| 49 | 1/21/2025 | 35253 | \$ 8,480.00 | \$ 448,441.13 |
| 50 | 1/30/2025 | 35333 | \$ 5,088.00 | \$ 453,529.13 |
| 51 | 2/3/2025 | 35437 | \$ 5,088.00 | \$ 458,617.13 |
| 52 | 2/7/2025 | 35548 | \$ 8,480.00 | \$ 467,097.13 |
| 53 | 2/17/2025 | 35664 | \$ 8,480.00 | \$ 475,577.13 |
| 54 | 2/26/2025 | 35755 | \$ 1,696.00 | \$ 477,273.13 |
| 55 | 3/17/2025 | 35935 | \$ 5,670.00 | \$ 482,943.13 |
| 56 | 3/21/2025 | 36146 | \$ 8,261.75 | \$ 491,204.88 |
| 57 | 4/7/2025 | 36371 | \$ 8,152.63 | \$ 499,357.51 |
| 58 | 4/17/2025 | 36484 | \$ 7,388.75 | \$ 506,746.26 |
| 59 | 4/25/2025 | 36719 | \$ 9,098.38 | \$ 515,844.64 |
| 60 | 11/4/2024 | 34437 | \$ 10,435.00 | \$ 526,279.64 |
| 61 | 4/14/2025 | 36669 | \$ 7,875.25 | \$ 534,154.89 |
| 62 | 11/18/2024 | 34529 | \$ 27,895.00 | \$ 562,049.89 |
| 63 | 6/16/2025 | 37563 | \$ 10,662.50 | \$ 572,712.39 |
| 64 | 6/20/2025 | 37682 | \$ 10,662.50 | \$ 583,374.89 |
| 65 | 6/27/2025 | 37802 | \$ 10,517.00 | \$ 593,891.89 |
| 66 | 7/10/2025 | 37932 | \$ 10,480.63 | \$ 604,372.52 |
| 67 | 7/14/2025 | 38083 | \$ 4,724.25 | \$ 609,096.77 |
| 68 | 7/17/2025 | 38296 | \$ 9,025.63 | \$ 618,122.40 |
| 69 | 7/25/2025 | 38337 | \$ 9,025.63 | \$ 627,148.03 |



Board of Commissioners

Request for Board Action

Item Number: DC-4593

Agenda #: 8.3

Meeting Date: 8/12/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Award Bid And Execute Contract With UrbanEdge Solutions & Supply LLC, And Amend 2025 Transportation Capital Improvement Program Adopted Budget For County State Aid Highway 73 Retaining Wall Replacement In City Of West St. Paul, County Project CP 73-041

PURPOSE/ACTION REQUESTED

- Authorize to award and execute contract with UrbanEdge Solutions & Supply LLC, to provide general contractor services for County State Aid Highway (CSAH) 73 Retaining Wall Construction and Future Trail Grading, County Project (CP) 73-041 in West St. Paul.
- Authorize to amend the 2025 Transportation Capital Improvement Program (CIP) Adopted Budget for the construction of County State Aid Highway (CSAH) 73 Retaining Wall Construction and Future Trail Grading, County Project (CP) 73-041 in West St. Paul.

SUMMARY

To promote a safe and efficient transportation system, Dakota County is proceeding with CP 73-041 to replace an existing retaining wall along County State Aid Highway 73 (Attachment: Project Location Map). County Project 73-041 includes the removal of three existing timber retaining walls that are currently in disrepair and replacing them with new modular block retaining walls or a flatter grade with no replacement retaining wall. In addition to the wall construction, extensions and improvements will be made to existing drainage infrastructure to accommodate the proposed grading.

The existing timber retaining walls are along the east edge of the Southview Country Club and Golf Course property. During public engagement with the superintendent of the golf course, it was identified that the wall replacement project was an opportunity for the golf course to beautify its property while the County acquired the full desired roadway easement as identified on the Dakota County Plat Needs Map. This also provides the County the opportunity to construct the new retaining walls at an offset from the roadway sufficient to construct a trail in the future. The future trail is identified in the 2040 Transportation Plan under County Highway Trail Gap Implementation.

A permanent easement has been acquired on the Golf Course Property for the location of the new retaining walls with a wider boulevard for a future trail. A temporary easement has been acquired on the Golf Course property for the space to construct the retaining walls, including grading and drainage improvements.

Tree removal was performed by a contractor hired by the County in March of 2025 to make space for the construction of the retaining walls and future trail grading. This was done to avoid impacting the endangered long-eared bats during the summer nesting months. The Golf Course has a strong interest in the retaining wall project being completed in 2025, so they can plant new trees and complete landscaping improvements.

Design documents were prepared by internal design staff. Dakota County advertised a Request for Bids on July 1, 2025. On July 28, 2025, six qualified bids were received as follows:

| <u>Bidder</u> | <u>Total Amount</u> |
|-----------------------------------|---------------------|
| UrbanEdge Solutions & Supply LLC | \$824,727.45 |
| Sunram Construction, Inc. | \$937,644.50 |
| Max Steininger, Inc. | \$1,112,211.89 |
| Urban Companies | \$1,167,458.00 |
| McLafferty Contracting Group, LLC | \$1,203,865.25 |
| JL Theis, Inc. | \$1,316,892.19 |

Staff has reviewed the bids and determined that UrbanEdge Solutions & Supply LLC, has submitted the lowest responsive and responsible bid of \$824,727.45. The lowest bid is approximately 6.1 percent lower than the engineer’s estimate of \$874,791.00 for CP 73-041.

An amendment is requested to the 2025 CIP Adopted Budget to add budget for CP 73-041 that reflects the project needs. This project was not included in the 2025 CIP Adopted Budget because the failing condition of the existing timber retaining walls had not yet been identified. The current condition of the walls gives cause to complete the construction of the new walls in 2025. Retaining wall maintenance is identified under Goal 2: Preservation of the Existing System in the Dakota County 2040 Transportation Plan, for which a preservation set-aside has been created. CP 73-041 will utilize the remaining funds from the set-aside and requires additional funding.

RECOMMENDATION

Staff recommends awarding construction bid to UrbanEdge Solutions & Supply LLC and amending the 2025 CIP budget for CP 73-041.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation Capital Improvement Program Adopted Budget includes a total budget of \$330,000 for retaining wall maintenance which has all been allocated to CP 73-041. The remaining project budget is \$269,560.74 after project expenses. A budget amendment of \$560,166.71 is needed to fund the construction contract for CP 73-041 which includes \$5,000 for administrative costs. The budget amendment will use CSAH funds.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proposing to improve County State Aid Highway 73, County Project (CP) 73-041; and

WHEREAS, CP 73-041 will improve safety by replacing the timber retaining walls along the

Southview Country Club property in the city of West St. Paul; and

WHEREAS, Dakota County is the lead agency for CP 73-041; and

WHEREAS, Dakota County has completed the right of way acquisition necessary in 2025 for construction to begin in the summer of 2025; and

WHEREAS, six competitive bids were received for CP 73-041 on July 28, 2025; and

WHEREAS, UrbanEdge Solutions & Supply LLC, submitted the low bid of \$824,727.45 for CP 73-041; and

WHEREAS, staff has reviewed the qualifications of the bidder and recommends award in an amount not to exceed \$824,727.45; and

WHEREAS, the 2025 Transportation Capital Improvement Program Budget does not include sufficient funds for CP 73-041 construction; and

WHEREAS, staff recommends amending the 2025 Transportation Capital Improvement Program budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes its Transportation Director to execute a contract with UrbanEdge Solutions & Supply LLC in an amount not to exceed \$824,727.45 for CP 73-041, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the 2025 Transportation Capital Improvement Program Budget is hereby amended as follows:

| | |
|----------------------|---------------------|
| Expense | |
| CP 73-041 | <u>\$560,166.71</u> |
| Total Expense | \$560,166.71 |
| | |
| Revenue | |
| CP 73-041 - CSAH | <u>\$560,166.71</u> |
| Total Revenue | \$560,166.71 |

PREVIOUS BOARD ACTION

25-129; 3/11/25

ATTACHMENTS

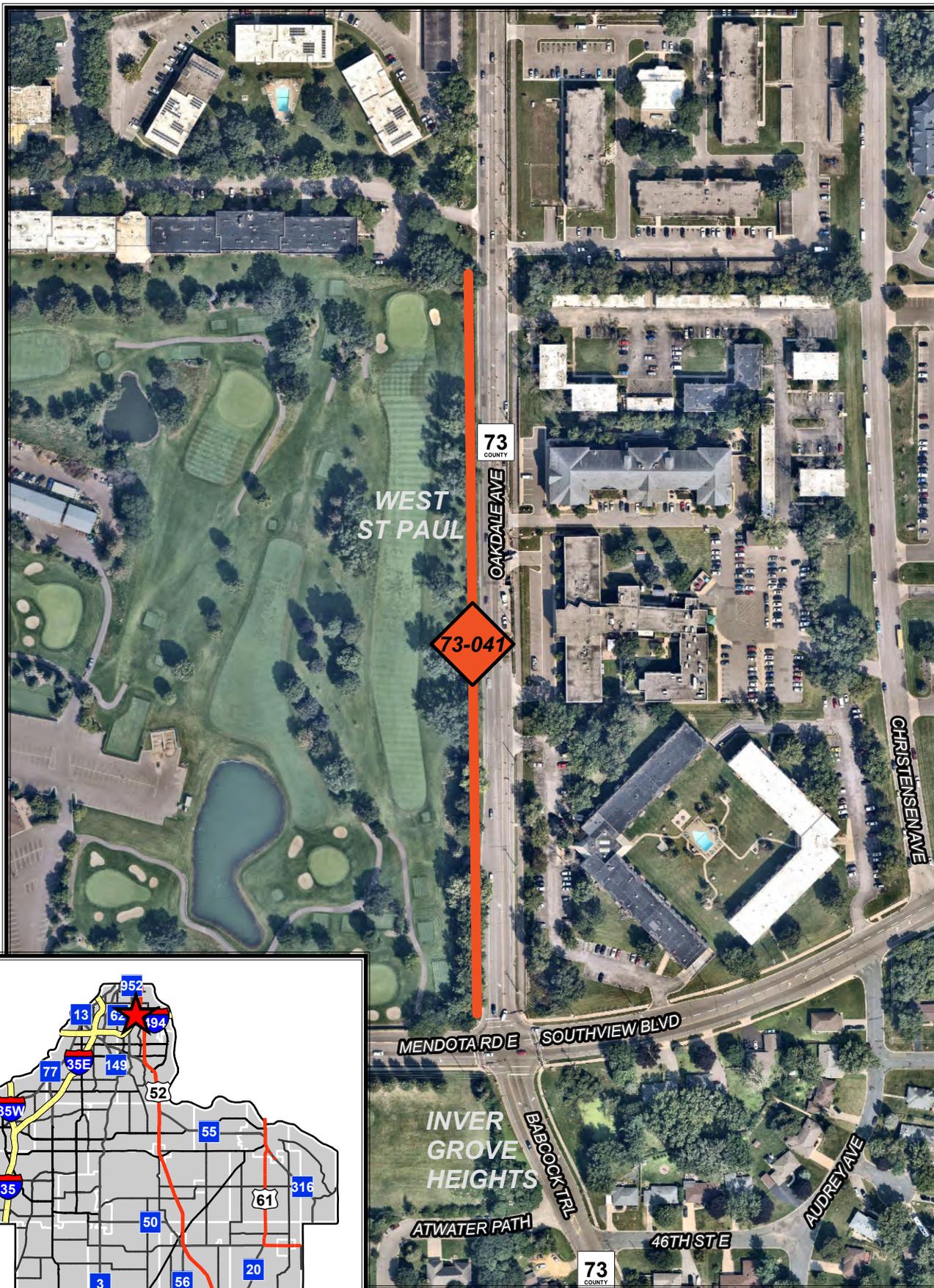
Attachment: Location Map

BOARD GOALS

- Thriving People A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs Excellence in Public Service

CONTACT

Department Head: Erin Laberee
Author: Kevin Krech



County Project 73-041



Board of Commissioners

Request for Board Action

Item Number: DC-4698

Agenda #: 8.4

Meeting Date: 8/12/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Amend Contracts And Additional Work For Reconstruction Of County State Aid Highway 88 (292nd Street), County Project 88-23

PURPOSE/ACTION REQUESTED

Authorize contract amendments and additional work on County Project (CP) 88-23.

SUMMARY

To provide a safe and efficient transportation system, Dakota County proceeded with CP 88-23, the reconstruction of County State Aid Highway (CSAH) 88 from County Road (CR) 94 to Trunk Highway (TH) 56 in Randolph (Attachment: Project Location Map). All work on CSAH 88 is essentially completed with only minor work remaining.

In conjunction with CP 88-23, the City is installing sanitary sewer on several streets in Randolph, including CSAH 88 and County Road 83. In an effort to maximize construction efficiency and minimize traffic disruption, the County and the City partnered on this project and constructed all of the improvements under a single construction contract. Dakota County authorized executing a joint powers agreement (JPA) with the City of Randolph by Resolution No. 22-267 (June 21, 2022).

The JPA identifies the City of Randolph as the lead agency for construction because most of the work is for the sanitary sewer project. The City has hired Bolton & Menk, Inc., to complete the design and administer the construction of the sanitary sewer project. Under the terms of the JPA, the City is to invoice the County for 100 percent of the roadway costs, along with the portion of engineering and construction administration costs associated with roadwork. The County must authorize the contract amendment for additional work funded by the County.

Delays due to high groundwater, permitting, and railroad-related delays have resulted in \$275,770 in additional County costs. Another \$106,531 in contract increases is due to additional storm sewer work, work for a pedestrian ramp, and removal of a median. Additional work for engineering and contract administration has increased approximately \$338,000 and includes Union Pacific Rail permits, material testing, and consultant fees (Attachment: Budget Recap).

The project includes some work on CR 83 within the City of Randolph. Sanitary sewer work will require digging into the roadway, removing curb and sidewalk and then patching the disturbed areas. In the area of the sanitary sewer work, staff is proposing reconstructing the roadway, replacing existing bituminous curb with concrete, and replacing the four-foot sidewalk with a five-foot sidewalk. The mile long segment of remaining roadway between the city limits and CR 86 is proposed to be

milled and paved with two inches of new asphalt. The total cost of the proposed work including the paving is \$531,214 (Attachment: Engineers Estimate).

RECOMMENDATION

Staff recommends authorizing the contract amendments in the amount \$720,301 and approving additional work in the amount of \$531,214 for CP 88-23.

EXPLANATION OF FISCAL/FTE IMPACTS

Sufficient funding exists for the contract amendments and additional work. The available budget includes \$7,200,470 for CSAH 88 and another \$808,300 for CR 83. The City will continue to bill the County for construction and administration costs as they are accrued.

- None Current budget Other
 Amendment Requested New FTE(s) requested

RESOLUTION

WHEREAS, Dakota County proceeded with County Project (CP) 88-23, which involves the reconstruction of County State Aid Highway (CSAH) 88; and

WHEREAS, the City of Randolph (City) is proceeding with a sanitary sewer project that includes the installation of sanitary sewer under CSAH 88; and

WHEREAS, City and County staff partnered on the project to minimize impacts to traffic and residents, and improve efficiency during construction; and

WHEREAS, by Resolution No. 22-267 (June 21, 2022), the Dakota County Board of Commissioners approved a joint powers agreement (JPA) as necessary to define project cost shares and responsibilities; and

WHEREAS, the City is the lead agency for final design and construction; and

WHEREAS, the City has hired Bolton & Menk, Inc., to design and administer the construction of its sanitary sewer project; and

WHEREAS, delays due to high groundwater, permitting, railroad-related delays, and utility work have resulted in \$382,301 in County costs; and

WHEREAS, engineering and contract administration have increased approximately \$338,000 and include Union Pacific Rail permits, material testing, and consultant fees; and

WHEREAS, staff is proposing reconstructing portions of CR 83 where sanitary sewer work is impacting the roadway, replacing existing bituminous curb with concrete, and replacing the four-foot sidewalk with a five-foot sidewalk; and

WHEREAS, the remaining roadway between the City limits and CR 86 is proposed to be milled and paved with two inches of new asphalt; and

WHEREAS, staff recommends authorizing contract amendments in the amount of \$720,301 and

approving additional work in the amount of \$531,214 for CP 88-23.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute contract amendments not to exceed \$1,251,515 with the City of Randolph, subject to the approval of the County Attorney's Office, as to form.

PREVIOUS BOARD ACTION

22-267; 6/21/22

ATTACHMENTS

Attachment: Project Location Map

Attachment: Budget Recap

Attachment: Engineer's Estimate

BOARD GOALS

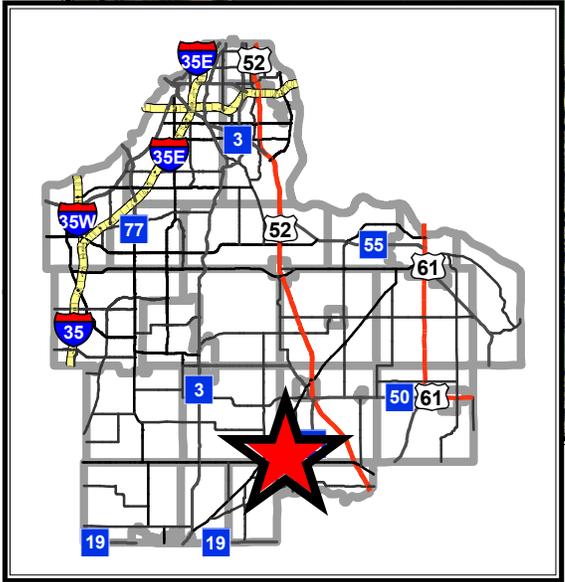
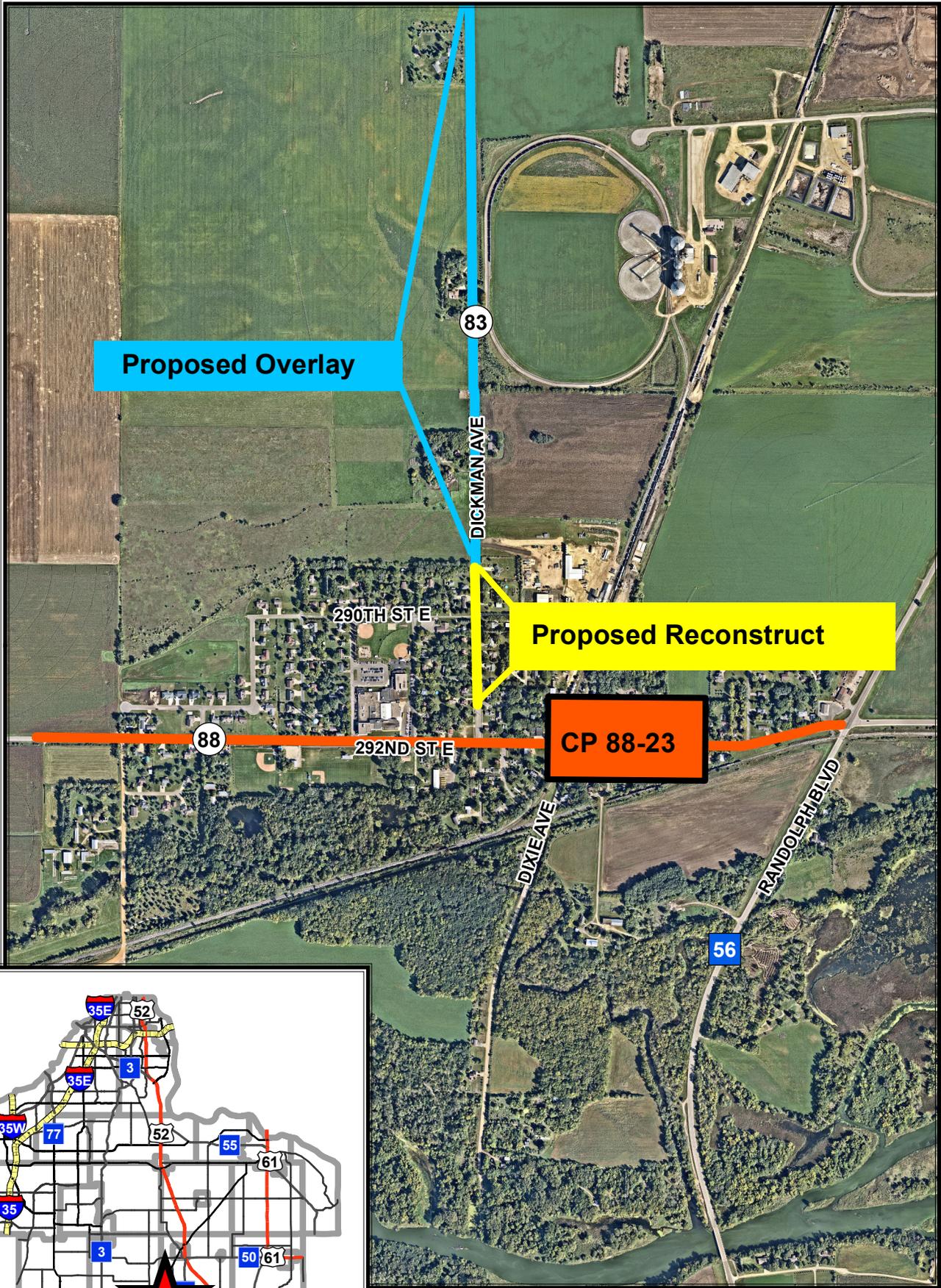
- Thriving People A Healthy Environment with Quality Natural Resources
 A Successful Place for Business and Jobs Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Todd Howard

Prepared by Dakota County Physical Development Division



County Project 88-23

Budget Recap

SANITARY SEWER IMPROVEMENTS
 SAP 019-688-012
 COUNTY PROJECT NO. 88-23
 CITY OF RANDOLPH, MN
 BMI PROJECT NO. 0T1.123203



6/11/2025

| | CITY OF RANDOLPH | | DAKOTA COUNTY | | | PROJECT TOTAL |
|---|-------------------------|----------------------|----------------------|------------------------|------------------------|-------------------------|
| | SPAP FUNDS | LOCAL FUNDS | LOCAL FUNDS | STREET | STORM | |
| BASE BID SUBTOTAL: | \$ 7,918,886.70 | \$ 484,580.30 | \$ 192,135.83 | \$ 3,773,133.12 | \$ 1,550,130.00 | \$ 13,918,865.95 |
| ALTERNATE 1 SUBTOTAL: | \$ 111,890.00 | \$ 12,815.00 | \$ - | \$ - | \$ - | \$ 124,705.00 |
| ALTERNATE 2 SUBTOTAL: | \$ 80,047.50 | \$ 11,500.00 | \$ - | \$ - | \$ - | \$ 91,547.50 |
| ALTERNATE 3 SUBTOTAL: | \$ 248,316.00 | \$ 41,975.00 | \$ - | \$ - | \$ - | \$ 290,291.00 |
| BASE BID, ALT 1, ALT 2, ALT 3 TOTAL ESTIMATED CONSTRUCTION COST: | \$ 8,359,140.20 | \$ 550,870.30 | \$ 192,135.83 | \$ 3,773,133.12 | \$ 1,550,130.00 | \$ 14,425,409.45 |
| PRELIMINARY DESIGN, FINAL DESIGN, GEOTECHNICAL | \$ 746,794.00 | | | \$298,145.00 | | \$ 1,044,939.00 |
| CITY LAND ACQUISITION | \$ 1,555,000.00 | | | | | \$ 1,555,000.00 |
| CONSTRUCTION ADMIN | \$ 705,756.00 | \$ 5,076.00 | | \$151,480.00 | | \$ 862,312.00 |
| DAKOTA COUNTY AMENDMENT 2 RAILROAD PERMITTING, MATERIALS TESTING, ADD'L CONSTRUCTION SERVICES | | | | \$216,737.00 | | \$ 216,737.00 |
| RAILROAD FLAGGING (BUDGETED) | \$ 35,000.00 | | | | | \$ 35,000.00 |
| As Bid Estimated Total Project Cost | \$ 11,401,690.20 | \$ 555,946.30 | | \$6,181,760.95 | | \$ 18,139,397.45 |
| ADDITIONAL APPROVED PROJECT COSTS | | | | | | \$ - |
| MSAW Testing #1 | \$ 30,987.00 | | | | | \$ 30,987.00 |
| Dewatering* | \$ 571,244.60 | | | | | \$ 571,244.60 |
| MSAW Testing #2 & Borings | \$ 82,995.00 | | | | | \$ 82,995.00 |
| Temporary Paving | \$ 108,307.67 | | | | | \$ 108,307.67 |
| Water Service Saddle Replacement | | \$ 149,600.00 | | | | \$ 149,600.00 |
| Railroad Flagging Under budget | \$ (30,000.00) | | | | | \$ (30,000.00) |
| Additional Storm Sewer & Utility Relocation | | | | \$106,531.37 | | \$ 106,531.37 |
| ADDITIONAL ESTIMATED PROJECT COSTS | | | | | | \$ - |
| Project Delay | \$ 530,453.83 | \$ 27,543.51 | \$ 9,606.79 | \$ 188,656.66 | \$ 77,506.50 | \$ 833,767.29 |
| REMAINING CONTINGENCY | \$ 304,321.70 | | | \$284,230.05 | | \$ 588,551.75 |
| Estimated Total Project Cost | \$ 13,000,000.00 | \$ 733,089.82 | | \$6,848,292.32 | | \$ 20,581,382.14 |
| CONSTRUCTION RECAP | | | | | | |
| Pay App 1 | \$ 266,320.00 | \$ - | \$ 7,999.00 | \$ 135,508.20 | \$ 31,436.00 | \$ 441,263.20 |
| Pay App 2 | \$ 10,500.00 | \$ - | \$ - | \$ 2,650.00 | \$ 11,340.00 | \$ 24,490.00 |
| Pay App 3 | \$ 282,921.42 | \$ - | \$ - | \$ 18,842.80 | \$ - | \$ 301,764.22 |
| Pay App 4 | \$ 672,427.95 | \$ - | \$ - | \$ 4,417.00 | \$ 42,132.00 | \$ 718,976.95 |
| Pay App 5 | \$ 1,019,644.70 | \$ 4,400.00 | | \$ 2,665.60 | \$ 64,161.25 | \$ 1,090,871.55 |
| Pay App 6 | \$ 494,397.78 | \$ 10,660.00 | | \$ 181,621.64 | \$ 180,598.50 | \$ 867,277.92 |
| Pay App 7 | \$ 396,491.30 | \$ 610.00 | | \$ 442,202.64 | \$ 443,271.75 | \$ 1,282,575.69 |
| Pay App 8 | \$ 608,683.00 | | | \$ 488,354.10 | \$ 213,505.00 | \$ 1,310,542.10 |
| Pay App 9 | \$ 347,753.20 | | | \$ 1,101,579.11 | \$ 353,916.00 | \$ 1,803,248.31 |
| Pay App 10 | \$ 70,996.37 | \$ 296,335.00 | \$ 4,479.00 | \$ 647,291.10 | \$ 17,025.00 | \$ 1,036,126.47 |
| Pay App 11 | \$ 92,821.38 | \$ 77,537.50 | | \$ 319,076.68 | \$ 91,835.50 | \$ 581,271.06 |
| Pay App 12 | \$ 5,400.00 | | | | | \$ 5,400.00 |
| Pay App 13 | \$ 255,960.60 | \$ 7,940.00 | \$ 1,300.00 | \$ 57,330.14 | \$ 1,725.00 | \$ 324,255.74 |
| Pay App 14 | \$ 649,726.90 | \$ 105,140.00 | \$ 8,489.00 | \$ 136,960.12 | \$ 4,706.00 | \$ 905,022.02 |
| WORK TO DATE | \$ 5,174,044.60 | \$ 389,542.50 | \$ 12,478.00 | \$ 3,538,499.13 | \$ 1,455,652.00 | \$ 10,693,085.23 |
| STORED MATERIALS | \$ 665,845.55 | \$ - | \$ - | \$ - | \$ - | \$ 665,845.55 |

ENGINEER'S ESTIMATE

CSAH 83 (DICKMAN AVE) RECONSTRUCTION
 SAP 019-688-012
 COUNTY PROJECT NO. 88-23
 CITY OF RANDOLPH, MN
 BMI PROJECT NO. 0T1.123203



Date: 7/2/2025

| MnDOT Spec No. | Item | Notes | Unit | As Bid Unit Price | As Bid Unit Price + 5% | ESTIMATED QUANTITY | ESTIMATED COST |
|--|---|-------|--------|-------------------|------------------------|--------------------|----------------|
| CSAH 83 RECONSTRUCTION | | | | | | | |
| 2104.504 | REMOVE BITUMINOUS PAVEMENT | | SQ YD | \$1.70 | \$1.79 | 2650 | \$4,743.50 |
| 2104.504 | REMOVE CONCRETE PAVEMENT | | SQ YD | \$3.00 | \$3.15 | 30 | \$94.50 |
| 2105.504 | REMOVE BITUMINOUS PAVEMENT (DRIVEWAYS, TRAILS) | | SQ YD | \$3.00 | \$3.15 | 200 | \$630.00 |
| 2105.507 | SELECT GRANULAR BORROW | | CU YD | \$20.80 | \$21.84 | 1850 | \$40,404.00 |
| 2106.507 | COMMON EXCAVATION (STREETS) | | CU YD | \$7.00 | \$7.35 | 2600 | \$19,110.00 |
| 2211.509 | CLASS 5 AGGREGATE BASE | | TON | \$16.17 | \$16.98 | 1200 | \$20,376.00 |
| 2232.518 | MILL BITUMINOUS SURFACE (2.0") | | SQ YD | \$4.40 | \$4.62 | -2200 | -\$10,164.00 |
| 2357.506 | BITUMINOUS MATERIAL FOR TACK COAT | | GAL | \$1.10 | \$1.16 | 250 | \$290.00 |
| 2360.504 | TYPE SP 9.5 WEARING COURSE MIX (2,C) (SPWEA240C) (DRIVEWAY) | | SQ YD | \$33.00 | \$34.65 | 200 | \$6,930.00 |
| 2360.509 | TYPE SP 12.5 NON WEARING COURSE MIX (3,B) (SPNWB330B) | | TON | \$71.50 | \$75.08 | 365 | \$27,404.20 |
| 2360.509 | TYPE SP 9.5 WEARING COURSE MIX (3,C) (SPWEA340C) | | TON | \$71.50 | \$75.08 | 220 | \$16,517.60 |
| 2504.602 | ADJUST GAVE VALVE & BOX | | EACH | \$1,300.00 | \$1,365.00 | 1 | \$1,365.00 |
| 2531.503 | CONCRETE CURB & GUTTER DESIGN B618 | | LIN FT | \$18.43 | \$19.36 | 2500 | \$48,400.00 |
| 2531.518 | 6" CONCRETE DRIVEWAY PAVEMENT | | SQ FT | \$8.20 | \$8.61 | 280 | \$2,410.80 |
| 2574.507 | LOAM TOPSOIL BORROW | | CU YD | \$25.00 | \$26.25 | 100 | \$2,625.00 |
| 2575.504 | SODDING, TYPE LAWN | | SQ YD | \$8.20 | \$8.61 | 525 | \$4,520.25 |
| ESTIMATED CONSTRUCTION SUBTOTAL: | | | | | | | \$185,656.85 |
| ENGINEERING & CONSTRUCTION ADMINISTRATION: | | | | | | | \$23,000.00 |
| TOTAL: | | | | | | | \$208,656.85 |

REPLACE EXISTING SIDEWALK

| | | | | | | | |
|----------------------------------|---|--|-------|---------|---------|------|-------------|
| 2104.504 | REMOVE CONCRETE PAVEMENT | | SQ YD | \$3.00 | \$3.15 | 515 | \$1,622.25 |
| 2105.504 | REMOVE BITUMINOUS PAVEMENT (DRIVEWAYS, TRAILS) | | SQ YD | \$3.00 | \$3.15 | 80 | \$252.00 |
| 2360.504 | TYPE SP 9.5 WEARING COURSE MIX (2,C) (SPWEA240C) (DRIVEWAY) | | SQ YD | \$33.00 | \$34.65 | 80 | \$2,772.00 |
| 2521.518 | 4" CONCRETE WALK | | SQ FT | \$5.62 | \$5.91 | 5150 | \$30,436.50 |
| 2574.507 | LOAM TOPSOIL BORROW | | CU YD | \$25.00 | \$26.25 | 60 | \$1,575.00 |
| 2575.504 | SODDING, TYPE LAWN | | SQ YD | \$8.20 | \$8.61 | 920 | \$7,921.20 |
| ESTIMATED CONSTRUCTION SUBTOTAL: | | | | | | | \$44,578.95 |

MILL & OVERLAY CSAH 83

| | | | | | | | |
|----------------------------------|--|--|--------|---------|---------|-------|--------------|
| 2232.518 | MILL BITUMINOUS SURFACE (2.0") | | SQ YD | \$4.40 | \$4.62 | 18100 | \$83,622.00 |
| 2360.509 | TYPE SP 9.5 WEARING COURSE MIX (3,C) (SPWEA340C) | | TON | \$71.50 | \$75.08 | 2000 | \$150,160.00 |
| 2118.509 | AGGREGATE SURFACING CLASS 2 | | TON | \$18.00 | \$18.90 | 340 | \$6,426.00 |
| 2357.506 | BITUMINOUS MATERIAL FOR TACK COAT | | GAL | \$1.10 | \$1.16 | 1800 | \$2,088.00 |
| 2582.503 | 4" DOUBLE SOLID LINE MULTI-COMPONENT WR GR IN | | LIN FT | \$2.20 | \$2.31 | 5100 | \$11,781.00 |
| 2582.503 | 6" SOLID LINE MULTI-COMPONENT WR GR IN | | LIN FT | \$1.43 | \$1.51 | 10200 | \$15,402.00 |
| ESTIMATED CONSTRUCTION SUBTOTAL: | | | | | | | \$269,479.00 |
| CONSTRUCTION ADMINISTRATION: | | | | | | | \$8,500.00 |
| TOTAL: | | | | | | | \$277,979.00 |



Board of Commissioners

Request for Board Action

Item Number: DC-4701

Agenda #: 8.5

Meeting Date: 8/12/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With SRF Consulting Group, Inc., For Construction Services For Construction Of Multi-Use Trail Along County Road 4 (Butler Avenue) From Robert Street To Trunk Highway 52 In West St. Paul, County Project 04-17

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with SRF Consulting Group, Inc., (SRF) for construction administration, inspection, surveying, and material testing services for County Project (CP) 04-17, construction of a multi-use trail along County Road (CR) 4 from Robert Street to Trunk Highway (TH) 52 in the City of West St. Paul.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is constructing a multi-use trail along CR 4 (Butler Avenue) from Robert Street to TH 52 in 2025.

SRF Consulting Group, Inc., was awarded the contract to administer the construction of pedestrian and bicycle facilities on Concord Avenue in Inver Grove Heights (CP 56-14) in 2025. The contract was signed in April 2025 in anticipation of the project being bid. However, the project has been delayed by the Minnesota Department of Transportation. CP 56-14 may still be bid this year, with some work occurring late summer or early fall, and the majority of work occurring in 2026. County staff will manage the work that occurs this year.

At the same time, the remaining number of projects in 2025 is greater than the number of staff available to manage. Currently all construction staff are full time on construction projects and there is no availability for staff to manage the 04-17 project. The County requested a proposal from SRF Consulting Group, Inc., to administer CP 04-17 in lieu of the delayed CP 56-17 project.

The proposal total cost is \$122,036.00 or \$204.28/hour.

RECOMMENDATION

The proposal from SRF Consulting Group, Inc., highlights their strong technical expertise, staff, and experience with complex transportation projects and meets the requirements of the project.

The County Engineer recommends execution of a contract with SRF Consulting Group, Inc., for construction management and inspection services for CP 07-14.

EXPLANATION OF FISCAL/FTE IMPACTS

The proposed 2025 Transportation Capital Improvement Program budget includes sufficient funding for CP 04-17. The construction management and inspection costs will be paid from the remaining available project budget.

- None Current budget Other
 Amendment Requested New FTE(s) requested

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County will be proceeding with County Project (CP) 04-17; and

WHEREAS, CP 04-17 is the construction of a multi-use trail from Robert Street to Trunk Highway (TH) 52; and

WHEREAS, the County is the lead agency for CP 04-17, which is scheduled to be constructed in 2025; and

WHEREAS, the County has an existing contract for construction administration with SRF Consulting Group, Inc., that it cannot fulfill; and

WHEREAS, the 2025 workload is greater than what is feasible for the number of available County staff; and

WHEREAS, currently all construction staff are full time on construction projects and there is no availability for staff to manage CP 04-17; and

WHEREAS, an engineering firm with this specialty will provide construction management, inspection, surveying, and material testing in 2025; and

WHEREAS, the proposal from SRF Consulting Group, Inc., highlights their strong technical expertise, staff, and experience with complex transportation projects and meets the requirements of this project; and

WHEREAS, the Transportation Capital Improvement Program budget includes sufficient funding in 2025 for CP 04-17; and

WHEREAS, the County Engineer recommends the execution of a contract with SRF Consulting Group, Inc., for construction management, inspection, surveying, and material testing for CP 04-17 for actual costs.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute a contract with SRF Consulting Group, Inc., for construction management, inspection, surveying, and material testing for CP 04-17 for \$221,038 subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Location Map

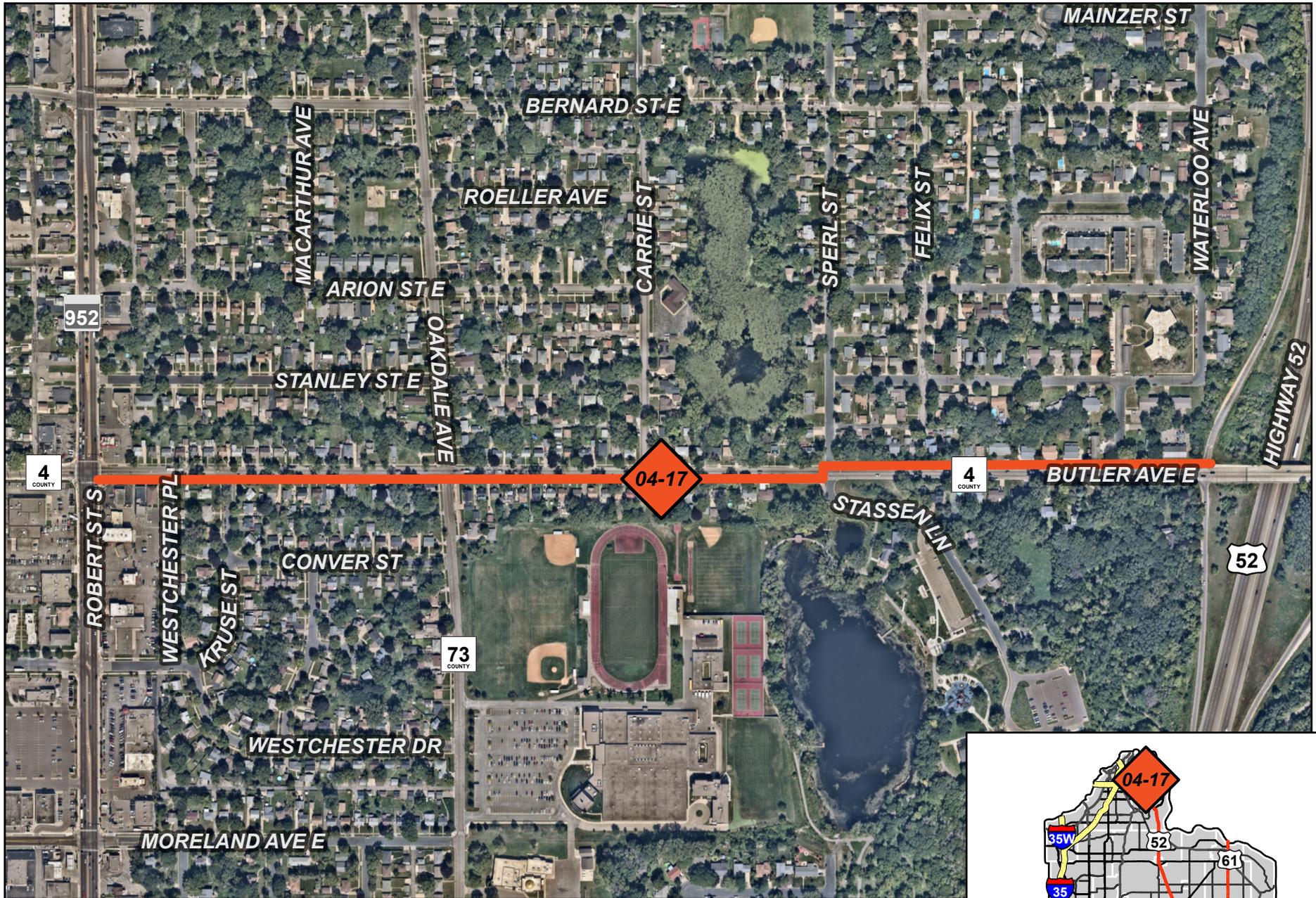
BOARD GOALS

- Thriving People A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs Excellence in Public Service

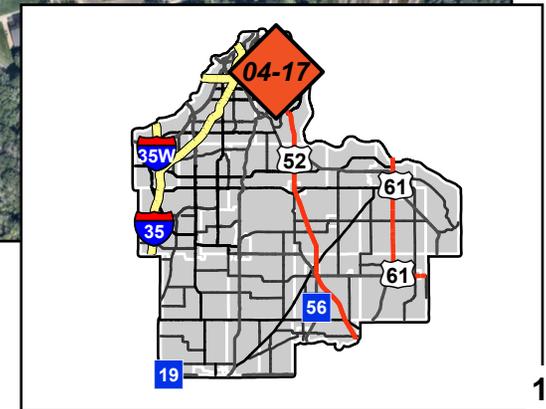
CONTACT

Department Head: Erin Laberee

Author: Jeannine Briol



Project Area: Multiuse Trail / Mill and Overlay





Board of Commissioners

Request for Board Action

Item Number: DC-4729

Agenda #: 8.6

Meeting Date: 8/12/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Amend Contract With Asphalt Surface Technologies Corporation, dba ASTECH Corp., For 2025 Highway Pavement Preservation Projects And Amend Transportation Capital Improvement Program Budget, County Project 98-52

PURPOSE/ACTION REQUESTED

Authorize execution of an amendment to the contract with Asphalt Surface Technologies Corporation, dba ASTECH Corp, for County Project 98-52 for crack sealing and amend the adopted 2025 Transportation Capital Improvement Program (CIP) budget.

SUMMARY

To provide a safe and efficient transportation system throughout the County, Dakota County undertakes pavement preservation projects on an annual basis to maximize pavement life and minimize pavement life cycle costs. The Transportation Department utilizes a pavement management program to identify pavement segments and the most appropriate pavement preservation treatments on an annual basis.

ASTECH Corp. has contracted to perform the crack sealing in 2025. The number of cracks needing sealing exceeded the County's original quantity, and this has increased the cost of the project.

The original contract amount is \$334,392.00. The final cost for actual work is \$575,304.00. The difference between the original contract and the final cost is \$240,912.00.

To calculate the cost of the project, staff looks at what a representative section of the road and measures those cracks. By extrapolating that section to the entire length of the road, the final quantity is calculated. This process takes place in the fall before the construction year. If the winter is exceptionally cold or if there are several freeze/thaw events, the number and size of cracks can increase which results in extra work and increased costs.

RECOMMENDATION

Staff recommends authorizing the execution of an amendment to the contract with ASTECH Corp. in the amount of \$240,912.00 and authorizing a budget amendment in the amount of \$240,912.00.

EXPLANATION OF FISCAL/FTE IMPACTS

The adopted 2025 Transportation CIP Budget included \$8,200,000 for Paved Highway Surfaces. A budget amendment to move \$240,912 from the Bituminous Set Aside to the Crack Seal project, County Project 98-52, is required. Sufficient funds exist in the 2025 set-aside for the budget

amendment.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, to promote a safe and efficient transportation system throughout the County, Dakota County undertakes an annual pavement preservation program; and

WHEREAS, crack sealing is utilized as part of the pavement preservation program to extend the life of the pavement; and

WHEREAS, by Resolution No. 25-053 (March 6, 2025), the County Manager approved via memo a construction contract with Asphalt Surface Technologies Corporation, dba ASTECH Corp., in the amount of \$334,392.00, based on their low bid; and

WHEREAS, quantities increased resulting in construction costs increases of \$240,912.00; and

WHEREAS, the increase in costs was based on the number and length of actual cracks needing sealing versus the estimated quantity in the contract; and

WHEREAS, staff recommends authorizing a contract amendment with ASTECH Corp., in the amount of \$240,912 and authorizing a budget amendment in the amount of \$240,912 for additional contract costs on County Project 98-52, subject to approval by the County Attorney’s Office as to form.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute a contract amendment with Asphalt Surface Technologies Corporation, dba ASTECH Corp., in the amount of \$240,912; and

BE IT FURTHER RESOLVED, That the approved 2025 Transportation Capital Improvement Budget is hereby amended as follows:

Expense

| | |
|---|------------------|
| 2025 Pavement Highway Surface Set-Aside | (\$240,912) |
| County Project 98-52 | <u>\$240,912</u> |
| Total Expense | \$0 |

Revenue

| | |
|---|------------------|
| 2025 Pavement Highway Surface Set-Aside (TAA) | (\$240,912) |
| County Project 98-52 (TAA) | <u>\$240,912</u> |
| Total Revenue | \$0 |

PREVIOUS BOARD ACTION

25-053; 03/06/25

ATTACHMENTS

Attachment: Crack Seal Location Map

BOARD GOALS

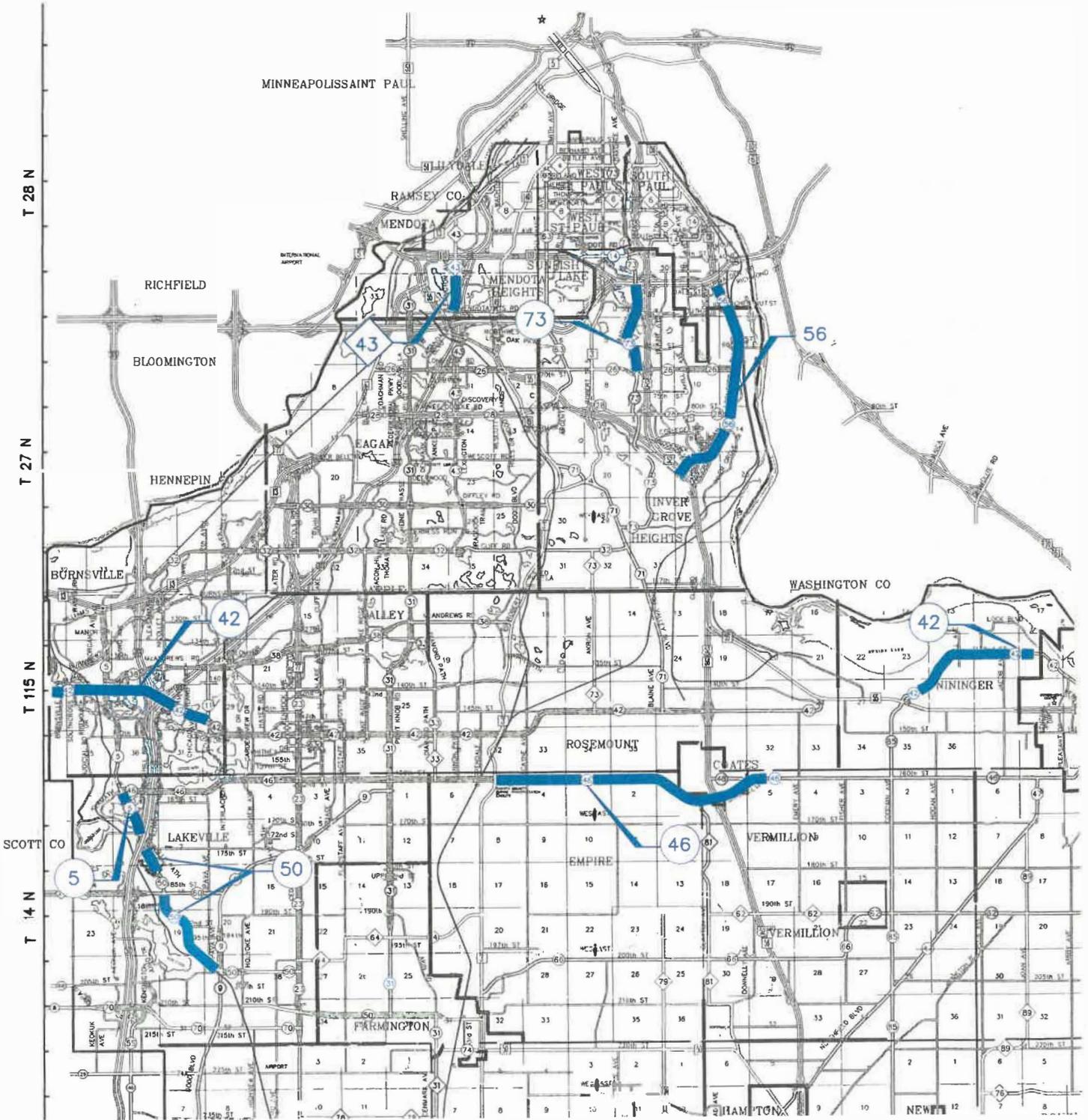
- Thriving People A Healthy Environment with Quality Natural Resources
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CONTACT

Department Head: Erin Laberee

Author: Jeannine Briol

2025 Annual Crack Seal Locations





Board of Commissioners

Request for Board Action

Item Number: DC-4739

Agenda #: 8.7

Meeting Date: 8/12/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract Amendment With KLJ Engineering, LLC, For Two Roundabouts On County State Aid Highway 86 (280th Street W), County Projects 86-43 And 86-44

PURPOSE/ACTION REQUESTED

Authorize the execution of a contract amendment with KLJ Engineering, LLC for preliminary and final design engineering for CP 86-043 and CP 86-044.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 86-43 and CP 86-44 to construct rural single-lane roundabouts. County State Aid Highway (CSAH) 86 (280th Street W) is an undivided two-lane rural roadway that is designated as a Tier 2 truck route. This roadway provides a regional connection between Trunk Highway (TH) 52 and Interstate 35 in Scott County. County Projects 86-43 and 86-44 will reconstruct the two two-way stop-controlled (TWSC) intersections along CSAH 86 at TH 3 and TH 56 to rural single-lane roundabouts within the townships of Castle Rock, Waterford, Randolph, and Hampton. Construction is scheduled to occur in 2026.

The intersections are listed as priority County Highway/State Highway intersection locations in the adopted Dakota County 2040 Transportation Plan. In 2022, staff applied for and received Highway Safety Improvement Program (HSIP) federal dollars for the reconstruction of the deficient intersections.

By Resolution No. 24-304 (June 4, 2024), the Dakota County Board of Commissioners authorized a cost-share agreement with MnDOT for engineering design consulting services. Under this agreement, MnDOT will reimburse the County up to \$300,000, based on submitted invoices for the scope of work. The Capital Improvement Program (CIP) budget reflects a 50/50 cost share between the County and MnDOT for these services. According to the executed contract (MnDOT contract number 1050146W02, County's contract number C0035533.3), the State of Minnesota, through its Commissioner of Transportation, will cover 50% of the total design services costs, not exceeding \$300,000.00.

By Resolution No. 24-024 (January 2, 2024), the Dakota County Board of Commissioners authorized the execution of a design services contract (DCA21201) with KLJ Engineering, LLC to perform preliminary and final design for the two roundabouts on CSAH 86 (280th Street W), CP 86-43 and CP

86-44 (\$541,313.30, DCA21201).

The project scope and complexity have continued to evolve, requiring additional professional design services not included in the original scope of services. Staff requested that KLJ Engineering, LLC, provide a quote for the necessary out-of-scope tasks to be able to complete the design. The following out of initial scope tasks were added to the design contract or expanded from the initial engineering design contract services to meet the design and evolved scope needs. In addition, some credits were allocated for the tasks that were either running under budget or deemed unnecessary going forward with the intended design. KLJ Engineering, LLC's proposed contract amendment is attached for fee breakdown and a detailed account of revisions to the project scope and services (Attachment: KLJ Engineering, LLC quote for Amendment No.1).

- Geotechnical evaluation (\$25,197.80)
- Additional survey data (\$10,902.00)
- Environmental documentation (\$58,199.00)
- Extended consultant design services and agency coordination (\$169,528.20)
- Credit - Video visualization (\$7,192)
- Credit - Parcel sketches (\$16,896)
- Credit - Funding opportunities/application support (\$7,518)

The original contract amount is \$541,313.30. Staff worked with KLJ Engineering, LLC, to include additional out-of-scope services at a negotiated cost of \$232,221, resulting in a total contract value of \$773,534.30 with the following split between CP 86-043 and CP 86-044:

- CP 86-043: \$185,776.80
- CP 86-044: \$ 46,444.20

The 2025 Transportation CIP Approved Budget has sufficient funds for the requested contract amendment.

RECOMMENDATION

Staff recommends authorizing the contract amendment with KLJ Engineering, LLC for additional design services.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation Capital Improvement Program CIP Adopted Budget for CP 86-043 includes \$700,000 for consultant services and land acquisition.

The 2025 Transportation CIP Adopted Budget for CP 86-044 includes \$2,500,000 for consultant services and land acquisition.

A budget amendment is not necessary to proceed with the requested amendment of KLJ Engineering, LLC's contract at a value not to exceed \$773,534.30 to ensure a successful completion of project design with out-of-scope consultant design services contract for CP 86-043 and CP 86-044.

- None Current budget Other
 Amendment Requested New FTE(s) requested

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 86-43 and CP 86-44; and

WHEREAS, CP 86-43 is the reconstruction of the intersection of County State Aid Highway (CSAH) 86 and Trunk Highway (TH 3) to a single-lane rural roundabout in Castle Rock and Waterford Townships; and

WHEREAS, CP 86-44 is the reconstruction of the intersection of CSAH 86 and TH 56 to a single-lane rural roundabout in Castle Rock, Hampton, and Randolph Townships; and

WHEREAS, both CP 86-43 and CP 86-44 are comprised of intersections that contain two legs under County jurisdiction and two legs under State jurisdiction; and

WHEREAS, County staff applied for and received Highway Safety Improvement Program (HSIP) federal dollars for the construction phases of CP 86-43 and 86-44; and

WHEREAS, MnDOT and Dakota County executed State contract number 1050146W02 (County contract no. C0035533.3) for the State to contribute to the preliminary and final design of the two roundabouts at the intersections of County and State roadways; and

WHEREAS, the State's contribution to the consultant contract shall not exceed \$300,000, utilizing a 50/50 cost share with the County; and

WHEREAS, the original contract amount is \$541,313.30 (DCA21201) for KLJ Engineering, LLC's design services contract for CP 86-043 and CP 86-044; and

WHEREAS, the cost of the additional out-of-scope and unforeseen work tasks and professional design services to be performed by KLJ Engineering, LLC is \$232,221.00 for CP 86-043 and CP 86-044 for a new contract amount not to exceed \$773,534.30 to complete the final design, environmental review, and geotechnical evaluation and collect additional survey data; and

WHEREAS, \$185,776.80 of the requested contract amendment No. 1 out of the total amount of \$232,221 is allocated to the CP 86-043 budget; and

WHEREAS, \$46,444.20 of the requested contract amendment No. 1 out of the total amount of \$232,221 is allocated to the CP 86-044 budget; and

WHEREAS, sufficient funds exist in the 2025 Transportation Capital Improvement Program Adopted Budget for the required amendment amounts.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to amend the contract value of \$541,313.30 with KLJ Engineering, LLC, to add an amount of \$232,221 for a total contract amount not to exceed \$773,534.30 including reimbursables, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

24-024; 1/2/24

24-304; 6/4/24

ATTACHMENTS

Attachment: Location Map

Attachment: KLJ Engineering, LLC quote for Amendment No. 1

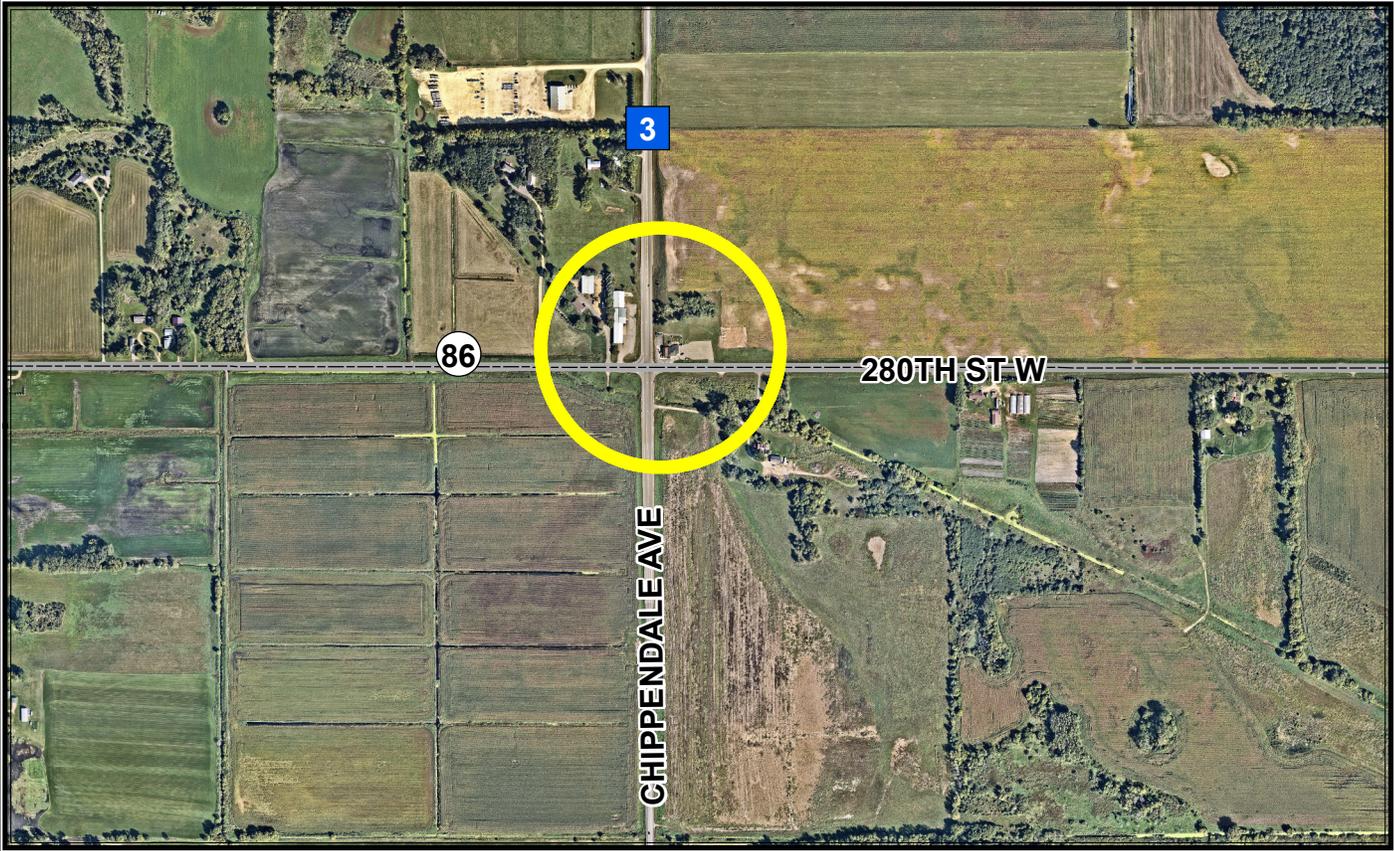
BOARD GOALS

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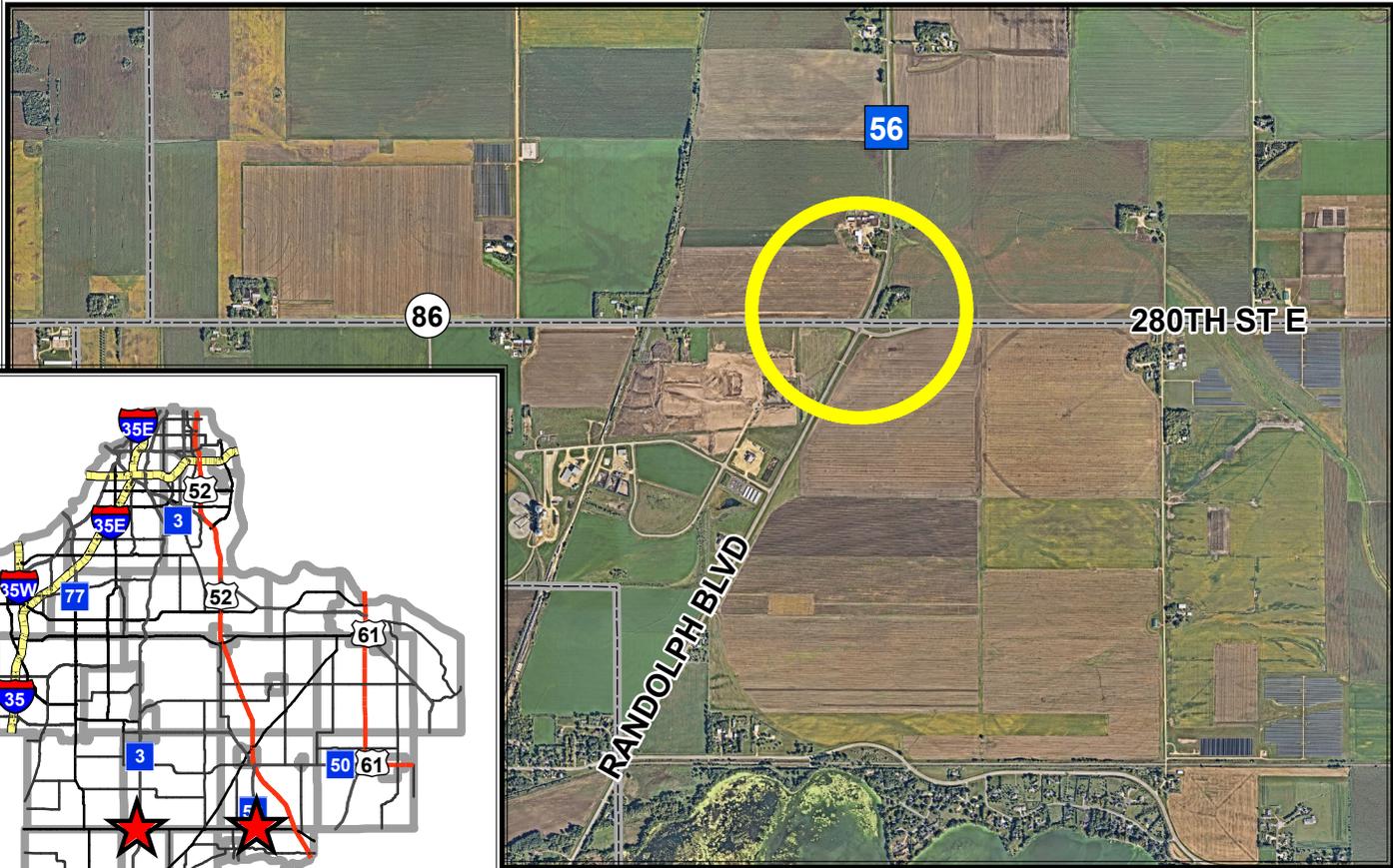
CONTACT

Department Head: Erin Laberee

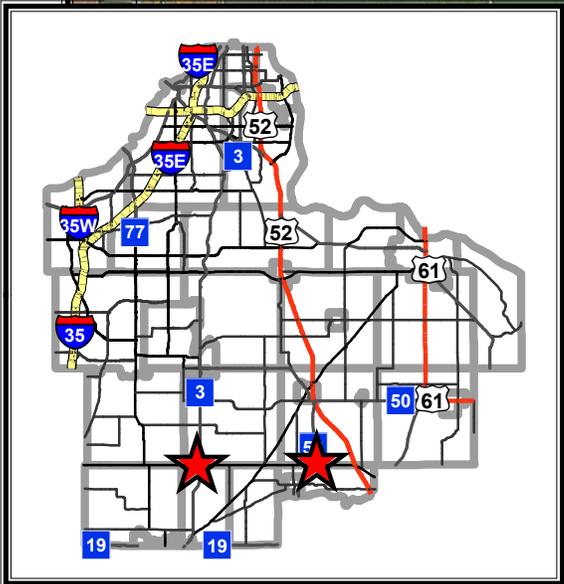
Author: Saeed Kanwar



County Project 86-44



County Project 86-43



Prepared by Dakota County Physical Development Division



July 16, 2025

Saeed Kanwar
Senior Project Manager
Dakota County
14955 Galaxie Avenue
Apple Valley MN, 55124

Re: SP 1920-53, 1911-30, CP86-43/44; CSAH 86 Roundabouts – Supplemental Agreement to Professional Services Contract #DCA21201 / #C0035533.3

Dear Mr. Kanwar:

KLJ Engineering respectfully requests the review and approval of this Supplemental Agreement for Professional Services (agreement) for the above referenced project. The agreement is needed to address additional project scope items that were not included in our current professional services contract #DCA21201 / #C0035533.3.

KLJ has completed the project through 60% plans and is working towards our 90% deliverable, due August 1, 2025 to Dakota County.

The added coordination with MnDOT and Dakota County, extensive conceptual layouts and design revisions to meet the needs of MnDOT, Dakota County, and the private property owners, plus incorporation of engineering elements outside of the original scope work has added a significant number of hours to KLJ, Braun Intertec, and Sambatek's original design scopes. This amendment will assist in a successful design completion for both projects, assuming no new out of scope items arise.

With the contract amendment, our team will provide the following scope of services. These scope items correlate to the original contract.

Task 1: Project Management

- General project management, status reports, coordination activities, and administration activities including invoicing.
- Time extension with added scope and additional alternatives analysis
- Additional Quality Assurance (QA) Quality Control (QC) functions due to increased submittals.

Task 2: Agency Involvement

- Project Management Team (PMT) meetings and bi-weekly (PM only) meetings, increasing to a bi-weekly and weekly schedule.
- Extensive coordination with MnDOT regarding design elements and site constraints.

Task 3: Public Involvement

- Task 3.4.2 was removed from the scope as Dakota County determined this was not required. (credit)

Task 4: Survey Data

- Additional survey trips were required on the TH 3 / CSAH 86 intersection, based on changing design elements, ROW requirements, and no-rise needs for permitting.



Task 5: Right of Way

- Task 5.3 was removed from the contract as Dakota County performed this work. (credit)

Task 6: Environmental

- The phase 2 ESA is added into this amendment based on the clearance requirements and the original RFP stating to add this via an addendum.
- The complexity of the CATEX shifted the project memorandum from 1 to 2 for this project, to reduce risk on approval.
- Additional field work was required for wetland delineations and cultural resources, based on the changing access alternatives and requirements from MnDOT and Dakota County.

Task 8: Geotechnical Evaluation

- Additional field work and office work was required based on the extensive muck identified, to reduce construction risk.

Task 9: Roadway Engineering

- Complete additional design alternatives for each intersection, review grading alternatives based on Dakota County and MnDOT wants. Provide additional design data for construction based on adjustments. Incorporate an additional 95% plan submittal based on the needs of MnDOT for plan authorization.

Task 11: Stormwater Management and Hydraulics Evaluation

- Conduct a no-rise analysis for the existing bridge on TH 3, which required additional modeling and FEMA mapping. Modify the existing box culvert to meet the hydraulic needs of the no-rise, including stream diversion plans and possible sheet piling to complete mucking activities.

Task 14: Funding Opportunities and Application Support

- Task 14.1 was removed from the scope as Dakota County determined this was not required. (credit).

Please refer to the attached project fee spreadsheet for requested contract amendment details. The total fee for the proposed amendment is **\$232,221.00**, with the following split between CP 86-043 and CP 86-044 for out of scope tasks:

-CP 86-043: \$185,776.80 (80%)

-CP 86-044: \$46,444.20 (20%)

The original contract amount is \$541,313.30. The total requested amendment amount is \$232,221.00, resulting in a total contract value of **\$773,534.30** once amendment no. 1 is approved.

Sincerely,

A handwritten signature in black ink that reads "Ryan P. Sundberg".

Ryan Sundberg, PE
KLJ Project Manager

Enclosure(s): Amendment 1 Fee
KLJ Project #: 2303-01747



Board of Commissioners

Request for Board Action

Item Number: DC-4637

Agenda #: 8.8

Meeting Date: 8/12/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With Douglas Township For Bituminous Resurfacing On Nicolai Avenue And 260th Street East, County Project 98-055

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with Douglas Township for bituminous resurfacing on Nicolai Avenue and 260th Street East, County Project (CP) 98-055.

SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with CP 91-030 (Attachment: Project Location Map), which consists of the reconstruction of the roadway of County State Aid Highway (CSAH) 91 (Nicolai Avenue) from Trunk Highway 61 to approximately 1.8 miles to the south where Nicolai Avenue branches off from CSAH 91. The existing roadway condition and history indicate the need for reconstruction. The new roadway will be constructed to modern standards and will include new culverts, improved drainage, treatment of storm runoff, widened shoulders, and new turn lanes. Construction is scheduled for 2026.

Douglas Township desires to resurface Nicolai Avenue and 260th Street East, a 1700-foot length of local roadway that intersects with County State Aid Highway (CSAH) 91 and the primary route to Gopher Hills Golf Course. In order to receive competitive bids, the Township has requested that its resurfacing project be included with the County's CSAH 91 reconstruction project (CP 91-030). To meet this request, Dakota County is proceeding with CP 98-055, which will be included with the construction plans for CP 91-030. Douglas Township will reimburse the County for all costs associated with CP 98-055, including engineering, construction administration, and inspection.

RECOMMENDATION

Staff recommends execution of a JPA with Douglas Township for CP 98-055 to define project responsibilities and reimbursement terms.

EXPLANATION OF FISCAL/FTE IMPACTS

The costs for CP 98-055 are estimated at \$50,000 for construction and \$4,000 for engineering, construction administration, and inspection based on eight percent of the construction costs. Douglas Township will reimburse the County for all costs associated with CP 98-055. A budget amendment is recommended to account for this project and revenue but will be deferred until contract award anticipated for December 2025, when actual costs will be known.

None Current budget Other

Amendment Requested

New FTE(s) requested

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 91-030; and

WHEREAS, CP 91-030 is the final design engineering of the reconstruction of County State Aid Highway (CSAH) 91 (Nicolai Avenue) in Miesville and Douglas Township; and

WHEREAS, Douglas Township desires to proceed with a project to resurface Nicolai Avenue and 260th Street East and has requested that its project be included with the County's project; and

WHEREAS, the County has identified this project as County Project (CP) 98-055, with a total estimated cost of \$54,000, which includes \$50,000 for construction and \$4,000 for engineering, construction administration, and inspection; and

WHEREAS, Douglas Township will reimburse the County for all costs associated with CP 98-055; and

WHEREAS, a joint powers agreement with Douglas Township for CP 98-055 is necessary to define project responsibilities and reimbursement terms.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement with Douglas Township for the reimbursement of actual construction, engineering, and construction administration costs for the resurfacing of Nicolai Avenue And 260th Street East (County Project 98-055), subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Project Location Map

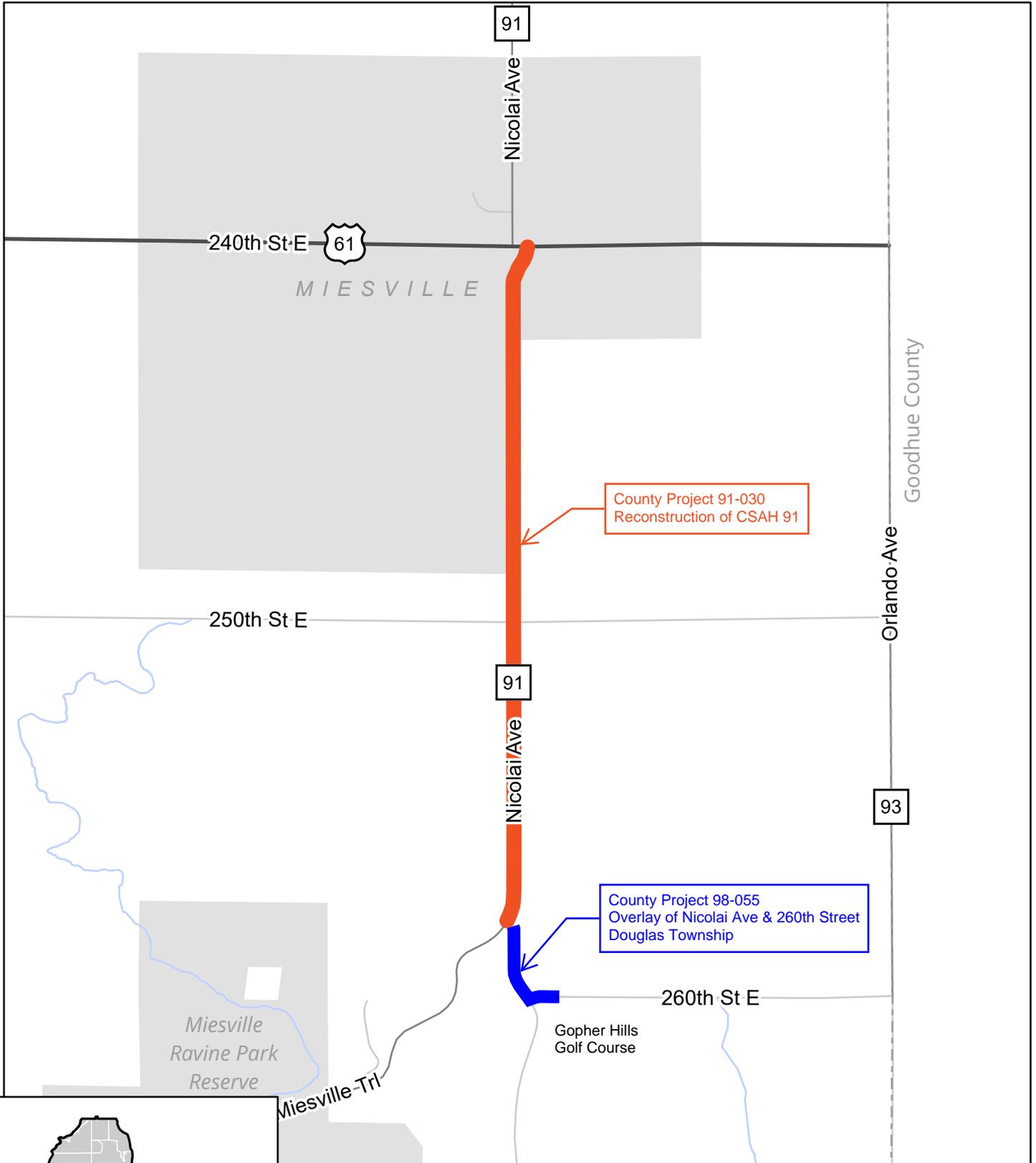
BOARD GOALS

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CONTACT

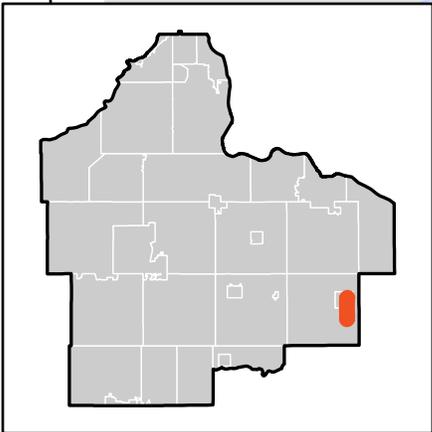
Department Head: Erin Laberee

Author: Kevin Krech



County Project 91-030
Reconstruction of CSAH 91

County Project 98-055
Overlay of Nicolai Ave & 260th Street
Douglas Township



County Project 91-30

 Reconstruction



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This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only. Dakota County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact this office



Board of Commissioners

Request for Board Action

Item Number: DC-4689

Agenda #: 8.9

Meeting Date: 8/12/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With CM Construction Company, Inc. For Construction For Phase I Veterans Memorial Greenway Memorial Plazas In Inver Grove Heights, County Project P00147

PURPOSE/ACTION REQUESTED

Authorize a construction contract with CM Construction Company, Inc. to complete the Phase I greenway memorial node construction work for County Project (CP) P00147, Veterans Memorial Greenway in Inver Grove Heights (Attachment: Project Location). The memorial plazas include the Missing In Action (MIA) Prairie, number 5, near Akron Avenue and Places We Served, number 6, near Rich Valley Boulevard (County Highway 71).

SUMMARY

To enrich lives by providing high-quality recreation and education opportunities in harmony with natural resource preservation and stewardship, Dakota County is proceeding with the Veterans Memorial Greenway (VMG). The long-range plan was approved by the County Board by Resolution No. 17-493 (September 26, 2017). Phase I construction of this Greenway regional trail was authorized by the County Board by Resolution No. 24-188 (April 9, 2024) and constructed in 2024-2025. The trail constructed included about two miles of 10' wide shared-use trail, a new tunnel under County Highway 71, native prairie seeding, Greenway Wayfinding, and a mid-block crossing of County Highway 73 into Rich Valley Park. Additional landscaping construction will be completed by a separate construction contract starting in the fall of 2025.

Timeline: The greenway memorial plazas will begin construction in the fall of 2025, be substantially completed by December 2025, and be fully completed in 2026.

Bids Received: Bids were received and tabulated on August 5, 2025 (Attachment: Bid Tabulation).

Four bidders submitted bids as follows:

| <u>Bidder</u> | <u>Bid Amount</u> |
|-------------------------------|-------------------|
| CM Construction Company, Inc. | \$375,900.00 |
| Pember Companies, Inc. | \$415,181.50 |
| Urban Companies | \$619,316.00 |
| Parkstone Contracting, LLC | \$693,985.00 |

The engineer's estimate for the construction of (CP P00147) is \$317,900.00. The lowest and most responsible bid is \$375,900.00 from CM Construction Company, Inc., which is 18 percent higher than estimate, and 45 percent lower than the highest bid. Staff has reviewed the bids and determined that

the low bid was competitive at the time of bidding.

RECOMMENDATION

Staff recommends awarding the bid to CM Construction Company, Inc. for construction of the VMG, Phase I memorial nodes in the amount of \$375,900.00 for CP P00147.

EXPLANATION OF FISCAL/FTE IMPACTS

The adopted 2025 Parks Capital Improvement Program currently includes a budgeted amount of \$13,000,000 in County funds for P00147. The project also has \$5,000,000 in secured State Bonding from the 2020 legislative session, \$5,000,000 in State Bonding from the 2023 legislative session, and \$4,995,000 in Federal Congressional Directed spending for a total available funds of \$27,250,000. Additionally, the County has secured a \$1,000,000 federal appropriation for the Highway 3 grade-separated bridge. Successful completion of this project relies upon the \$5,995,000 Federal Congressionally Directed Spending allocation. The board adopted Memorial Plan included language about fundraising for enhanced memorials which could involve authorizing grant and legislative requests or appropriations. The state bonding awards and federal appropriations included language that the funds will be used for acquisition of land and right-of-way, design, engineering and construction for the Veterans Memorial Greenway, including pedestrian safety-related improvements, memorials, a community gathering space, and a new trail connection between Lebanon Hills Regional Park and the Mississippi River Greenway. Sufficient funding is available for the construction of the memorial nodes.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, to provide high-quality recreational and educational opportunities in harmony with natural resource preservation and to honor Dakota County’s more-than 25,000 veterans, Dakota County is proceeding with the Veterans Memorial Greenway County Project (P00147); and

WHEREAS, the Veterans Memorial Greenway Phase I is the first segment of regional trail to be secured, designed, and constructed in order to connect the Lebanon Hills Greenway in Eagan to the Mississippi River Greenway in Inver Grove Heights; and

WHEREAS, the Veterans Memorial Greenway Phase I regional trail was constructed in 2024-2025 and included two miles of trail starting 500’ west of the intersection of Alameda Path and Cliff Road in Inver Grove Heights and extending east along Cliff Road through Flint Hills property and then ending at Rich Valley Park; and

WHEREAS, staff advertised the Phase I memorial node construction contract (P00147) on July 1, 2025; and

WHEREAS, the bid of CM Construction Company, Inc. in the amount of \$375,900 was the lowest responsive and responsible bid received; and

WHEREAS, the 2025 Park’s Capital Improvement Program Budget has sufficient funds to accommodate the construction contract.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby awards the bid to and authorizes the Parks Director to execute the contract with CM Construction Company, Inc. for the construction work (CP P00147) associated with the Veterans Memorial Greenway Phase I Segment Memorial Nodes, in the amount of \$375,900 based on their low bid, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

17-493; 9/26/17

24-188; 4/9/24

ATTACHMENTS

Attachment: Project Location Map

Attachment: Bid Tabulation

BOARD GOALS

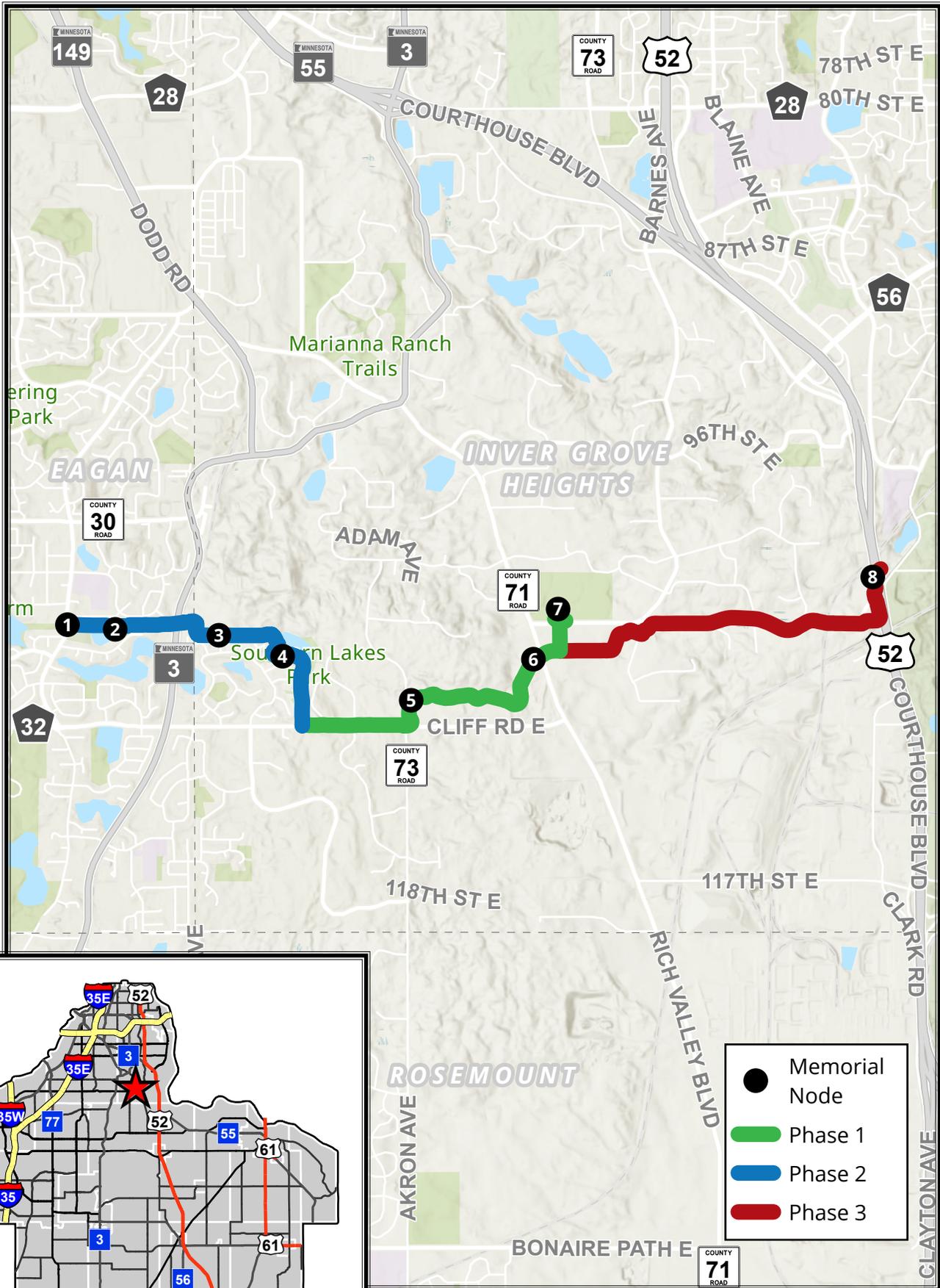
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CONTACT

Department Head: Niki Geisler

Author: Tony Wotzka

Attachment: Project Location Map



Veterans Memorial Greenway

Low Bidder

| Section Title | Line Item | Item Code | Item Description | UofM | Quantity | Unit Price | Extension | Unit Price | Extension |
|--|-----------|-----------|---|------|----------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|--------------|--------------|
| BASE BID SECTION - REQUIRED COMPLETION | | | | | | | \$317,225.00 | | \$375,900.00 | | \$415,181.50 | | \$619,316.00 | | \$693,985.00 |
| | 1 | 2021.501 | MOBILIZATION | LS | 1 | \$34,000.00 | \$34,000.00 | \$70,000.00 | \$70,000.00 | \$37,085.00 | \$37,085.00 | \$95,500.00 | \$95,500.00 | \$170,000.00 | \$170,000.00 |
| | 2 | 2104.604 | RELOCATE BOULDER | EA | 21 | \$113.00 | \$2,373.00 | \$120.00 | \$2,520.00 | \$285.00 | \$5,985.00 | \$250.00 | \$5,250.00 | \$175.00 | \$3,675.00 |
| | 3 | 2106.507 | EXCAVATION - COMMON (CV) | CY | 132 | \$50.00 | \$6,600.00 | \$60.00 | \$7,920.00 | \$73.00 | \$9,636.00 | \$100.00 | \$13,200.00 | \$150.00 | \$19,800.00 |
| | 4 | 2211.509 | AGGREGATE BASE, CLASS 5 | TON | 123 | \$32.00 | \$3,936.00 | \$50.00 | \$6,150.00 | \$47.00 | \$5,781.00 | \$100.00 | \$12,300.00 | \$125.00 | \$15,375.00 |
| | 5 | 2363.601 | TRAFFIC CONTROL | LS | 1 | \$2,000.00 | \$2,000.00 | \$3,500.00 | \$3,500.00 | \$2,000.00 | \$2,000.00 | \$2,500.00 | \$2,500.00 | \$15,000.00 | \$15,000.00 |
| | 6 | 2475.503 | ORNAMENTAL METAL RAILING | LF | 28 | \$281.00 | \$7,868.00 | \$520.00 | \$14,560.00 | \$590.00 | \$16,520.00 | \$700.00 | \$19,600.00 | \$600.00 | \$16,800.00 |
| | 7 | 2521.618 | 8" CONCRETE WALK | SF | 2218 | \$15.00 | \$33,270.00 | \$20.00 | \$44,360.00 | \$22.50 | \$49,905.00 | \$22.50 | \$49,905.00 | \$25.00 | \$55,450.00 |
| | 8 | 2521.618 | 8" CONCRETE WALK (COLORED) | SF | 74 | \$125.00 | \$9,250.00 | \$50.00 | \$3,700.00 | \$84.00 | \$6,216.00 | \$114.00 | \$8,436.00 | \$135.00 | \$9,990.00 |
| | 9 | 2521.618 | CONCRETE SAND BLASTING | SF | 554 | \$17.00 | \$9,418.00 | \$40.00 | \$22,160.00 | \$7.60 | \$4,210.40 | \$17.00 | \$9,418.00 | \$20.00 | \$11,080.00 |
| | 10 | 2540.602 | KIOSK | EA | 2 | \$3,000.00 | \$6,000.00 | \$7,000.00 | \$14,000.00 | \$9,250.00 | \$18,500.00 | \$14,000.00 | \$28,000.00 | \$6,400.00 | \$12,800.00 |
| | 11 | 2540.602 | SMALL INTERPRETIVE PANEL | EA | 4 | \$2,850.00 | \$11,400.00 | \$2,600.00 | \$10,400.00 | \$5,235.00 | \$20,940.00 | \$5,500.00 | \$22,000.00 | \$3,800.00 | \$15,200.00 |
| | 12 | 2540.602 | MEDIUM INTERPRETIVE PANEL | EA | 1 | \$3,800.00 | \$3,800.00 | \$3,900.00 | \$3,900.00 | \$6,325.00 | \$6,325.00 | \$6,500.00 | \$6,500.00 | \$4,400.00 | \$4,400.00 |
| | 13 | 2540.602 | LARGE INTERPRETIVE PANEL | EA | 1 | \$7,400.00 | \$7,400.00 | \$7,400.00 | \$7,400.00 | \$12,000.00 | \$12,000.00 | \$32,000.00 | \$32,000.00 | \$24,700.00 | \$24,700.00 |
| | 14 | 2540.602 | SILHOUETTE | EA | 4 | \$10,000.00 | \$40,000.00 | \$8,600.00 | \$34,400.00 | \$10,900.00 | \$43,600.00 | \$14,000.00 | \$56,000.00 | \$12,900.00 | \$51,600.00 |
| | 15 | 2540.602 | AUDIO POST | EA | 5 | \$3,000.00 | \$15,000.00 | \$3,500.00 | \$17,500.00 | \$3,275.00 | \$16,375.00 | \$11,000.00 | \$55,000.00 | \$10,500.00 | \$52,500.00 |
| | 16 | 2540.602 | SHADED SEATING STRUCTURE | EA | 2 | \$53,000.00 | \$106,000.00 | \$44,000.00 | \$88,000.00 | \$70,000.00 | \$140,000.00 | \$90,000.00 | \$180,000.00 | \$91,400.00 | \$182,800.00 |
| | 17 | 2545.502 | LIGHTING UNIT TYPE SPECIAL | EA | 3 | \$4,000.00 | \$12,000.00 | \$5,200.00 | \$15,600.00 | \$5,220.00 | \$15,660.00 | \$5,400.00 | \$16,200.00 | \$8,000.00 | \$24,000.00 |
| | 18 | 2545.502 | 3/4" NON-METALLIC CONDUIT | LF | 45 | \$20.00 | \$900.00 | \$25.00 | \$1,125.00 | \$22.20 | \$999.00 | \$23.00 | \$1,035.00 | \$25.00 | \$1,125.00 |
| | 19 | 2545.503 | UNDERGROUND WIRE 1/C 10 AWG | LF | 690 | \$4.00 | \$2,760.00 | \$4.00 | \$2,760.00 | \$2.20 | \$1,518.00 | \$2.30 | \$1,587.00 | \$3.00 | \$2,070.00 |
| | 20 | 2573.502 | STORM DRAIN INLET PROTECTION | EA | 4 | \$350.00 | \$1,400.00 | \$100.00 | \$400.00 | \$140.00 | \$560.00 | \$400.00 | \$1,600.00 | \$400.00 | \$1,600.00 |
| | 21 | 2573.503 | SEDIMENT CONTROL LOG TYPE COMPOST | LF | 212 | \$2.50 | \$530.00 | \$10.00 | \$2,120.00 | \$4.75 | \$1,007.00 | \$10.00 | \$2,120.00 | \$10.00 | \$2,120.00 |
| | 22 | 2104.503 | SAWING BITUMINOUS PAVEMENT (FULL DEPTH) | LF | 53 | \$15.00 | \$795.00 | \$25.00 | \$1,325.00 | \$4.20 | \$222.60 | \$20.00 | \$1,060.00 | \$20.00 | \$1,060.00 |
| | 23 | 2104.504 | REMOVE BITUMINOUS PAVEMENT | SF | 21 | \$25.00 | \$525.00 | \$100.00 | \$2,100.00 | \$6.50 | \$136.50 | \$5.00 | \$105.00 | \$40.00 | \$840.00 |
| Base Bid Total: | | | | | | | \$317,225.00 | | \$375,900.00 | | \$415,181.50 | | \$619,316.00 | | \$693,985.00 |



Board of Commissioners

Request for Board Action

Item Number: DC-4706

Agenda #: 8.10

Meeting Date: 8/12/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Lake County Outdoors, LLC For Construction For Phase I Veterans Memorial Greenway Landscaping In Inver Grove Heights, County Project P00147

PURPOSE/ACTION REQUESTED

Authorize a construction contract with Lake County Outdoors, LLC to complete the Phase I greenway landscaping construction work for County Project (CP) P00147, Veterans Memorial Greenway in Inver Grove Heights (Attachment: Project Location).

SUMMARY

To enrich lives by providing high-quality recreation and education opportunities in harmony with natural resource preservation and stewardship, Dakota County is proceeding with the Veterans Memorial Greenway (VMG). The long-range plan was approved by the County Board by Resolution No. 17-493 (September 26, 2017). Phase I construction of this Greenway regional trail was authorized by the County Board by Resolution No. 24-188 (April 9, 2024) and constructed in 2024-2025. The trail construction included about two miles of 10' wide shared-use trail, a new tunnel under County Highway 71, native prairie seeding, Greenway Wayfinding, and a mid-block crossing of County Highway 73 into Rich Valley Park. Landscaping work will occur at various locations along Phase I, including at the Missing In Action (MIA) Prairie, number 5, and Places We Served, number 6. Additional memorial plaza construction will be completed by a separate construction contract starting in fall the of 2025.

Timeline: The greenway landscaping will begin construction in the fall of 2025, be substantially completed by November 2025, and undergo two years of maintenance until 2027.

Bids Received: Bids were received and tabulated on July 22, 2025 (Attachment: Bid Tabulation). Five bidders submitted bids as follows:

| <u>Bidder</u> | <u>Bid Amount</u> |
|------------------------------|-------------------|
| Lake County Outdoors, LLC | \$96,701.46 |
| Clearscape Outdoors Services | \$125,347.00 |
| Hoffman & McNamara Co. | \$127,995.00 |
| Greenscape Companies | \$137,365.00 |
| Urban Companies | \$153,375.00 |

The engineer's estimate for the construction of (CP P00147) is \$109,641. The lowest and most

responsible bid is \$96,701 from Lake County Outdoors, LLC, which is 9 percent below the estimate. Staff has reviewed the bids and determined that the low bid was competitive at the time of bidding.

RECOMMENDATION

Staff recommends awarding the bid to Lake County Outdoors, LLC for construction of the VMG, Phase I landscaping in the amount of \$96,701 for CP P00147 and providing \$9,670 of additional budget for the incentive payment that is part of MnDOT 2571 construction specification. The incentive payment is only paid when 90 percent of the plants that were installed in the initial installation period that have been continuously acceptable throughout the contract period of two years.

EXPLANATION OF FISCAL/FTE IMPACTS

The adopted 2025 Parks Capital Improvement Program currently includes a budgeted amount of \$13,000,000 in County funds for P00147. The project also has \$5,000,000 in secured State Bonding from the 2020 legislative session, \$5,000,000 in State Bonding from the 2023 legislative session, and \$4,995,000 in Federal Congressional Directed spending for total available funds of \$27,250,000. Additionally, the County has secured a \$1,000,000 federal appropriation for the Highway 3 grade-separated bridge. Successful completion of this project relies upon the \$5,995,000 Federal Congressionally Directed Spending allocation. Sufficient funding is available for the landscaping construction.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, to provide high-quality recreational and educational opportunities in harmony with natural resource preservation and to honor Dakota County’s more-than 25,000 veterans, Dakota County is proceeding with the Veterans Memorial Greenway County Project (P00147); and

WHEREAS, the Veterans Memorial Greenway Phase I is the first segment of regional trail to be secured, designed, and constructed in order to connect the Lebanon Hills Greenway in Eagan to the Mississippi River Greenway in Inver Grove Heights; and

WHEREAS, the Veterans Memorial Greenway Phase I regional trail was constructed in 2024-2025 and included two miles of trail starting 500’ west of the intersection of Alameda Path and Cliff Road in Inver Grove Heights and extending east along Cliff Road through Flint Hills property and then ending at Rich Valley Park; and

WHEREAS, staff advertised the Phase I landscaping construction contract (P00147) on July 1, 2025; and

WHEREAS, the bid of Lake County Outdoors, LLC in the amount of \$96,701 was the lowest responsive and responsible bid received; and

WHEREAS, the construction specifications include an incentive payment of 10 percent, or \$9,670, if 90 percent or more of the plants that were installed in the initial installation period have been continuously acceptable throughout the contract period of two years; and

WHEREAS, the 2025 Park's Capital Improvement Program Budget has sufficient funds to accommodate the construction contract.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby awards the bid to and authorizes the Parks Director to execute the contract with Lake County Outdoors, LLC for the construction work (CP P00147) associated with the Veterans Memorial Greenway Phase I Segment landscaping, in the amount of \$106,371 based on their low bid and potential incentive payment, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

17-493; 9/26/17

24-188; 4/9/24

ATTACHMENTS

Attachment: Project Location Map

Attachment: Bid Tabulation

BOARD GOALS

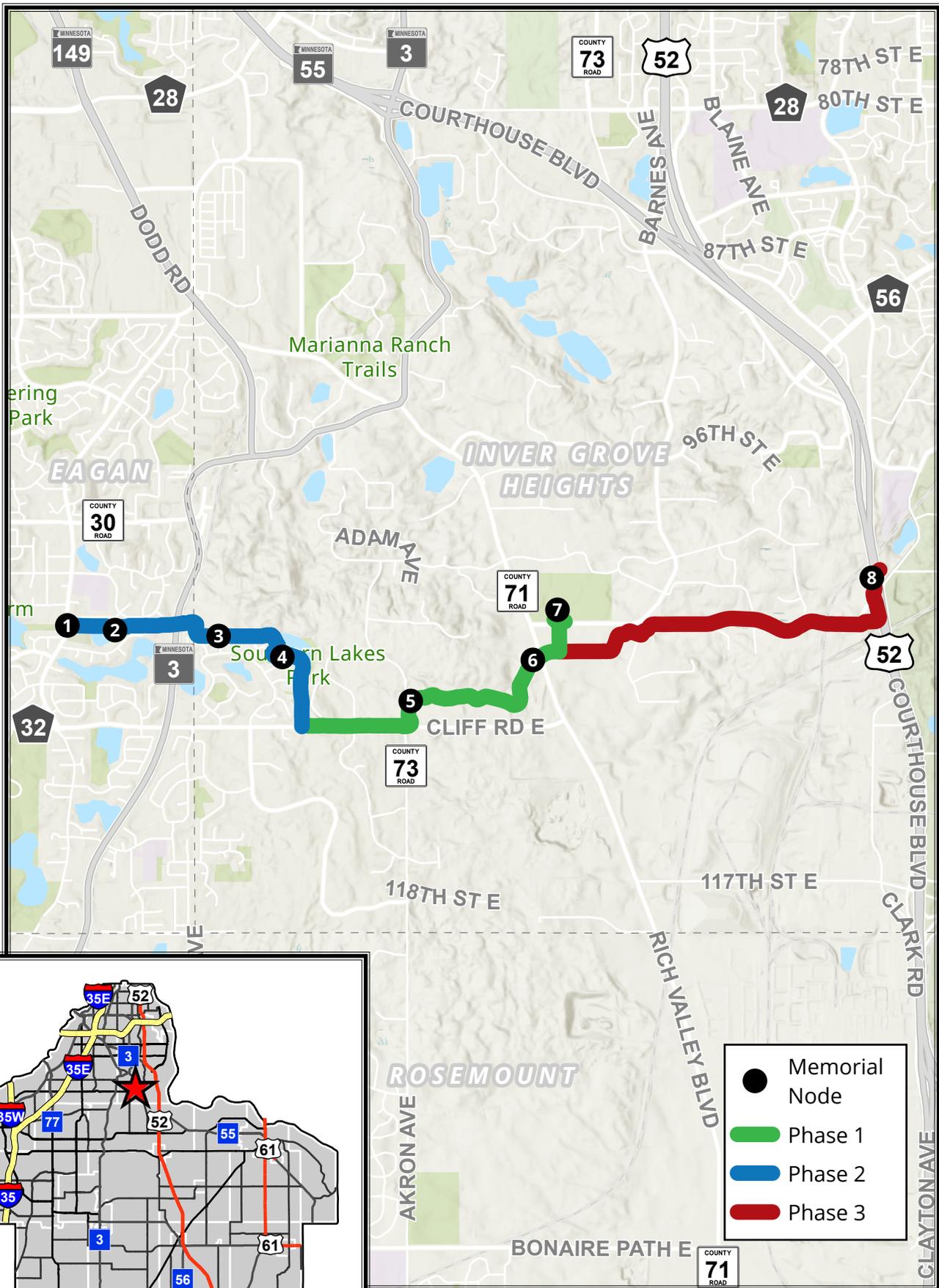
- Thriving People A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Tony Wotzka

Attachment: Project Location Map



Veterans Memorial Greenway



TABULATION OF BIDS

Low Bidder

| Landscape Enhancements for VMG Inver Grove Heights SEH No.: DAKOT 157442 Bid Date: 7/22/25 10:30am | | | | Engineer's Estimate | | Lake County Outdoors,LLC 7777 Washington Ave S Edina, MN 55439 \$96,701.46 | | Clearscape Outdoor Services 175 Old Hwy 8 New Brighton, MN 55112 \$125,347.00 | | Hoffman & McNamara Co. 9045 180th St. East Hastings, MN 55033 \$127,995.00 | | Greenscape Companies Inc. 11684 219th Ave N Elk River, MN 55330 \$137,365.00 | | Urban Companies 3781 Labore Rd St Paul, MN 55110 \$153,375.00 | |
|---|----------------------------|--------|---------------|---------------------|---------------------|---|--------------------|--|---------------------|---|---------------------|---|---------------------|--|---------------------|
| Item No. | Item | Unit | Est. Quantity | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| 1 | Mobilization | LUMP S | 1 | \$9,000.00 | \$9,000.00 | \$6,519.45 | \$6,519.45 | \$17,500.00 | \$17,500.00 | \$5,000.00 | \$5,000.00 | \$4,500.00 | \$4,500.00 | \$23,000.00 | \$23,000.00 |
| 2 | Traffic Control | LUMP S | 1 | 2,152.18 | 2,152.18 | 3,256.00 | 3,256.00 | 3,500.00 | 3,500.00 | 300.00 | 300.00 | 4,500.00 | 4,500.00 | 5,000.00 | 5,000.00 |
| 3 | Coniferous Tree 5' Ht B&B | EACH | 14 | 650.00 | 9,100.00 | 412.75 | 5,778.50 | 810.00 | 11,340.00 | 786.00 | 11,004.00 | 900.00 | 12,600.00 | 750.00 | 10,500.00 |
| 4 | Deciduous Tree 2" CAL B&B | EACH | 69 | 788.00 | 54,372.00 | 690.56 | 47,648.81 | 925.00 | 63,825.00 | 876.00 | 60,444.00 | 1,100.00 | 75,900.00 | 1,000.00 | 69,000.00 |
| 5 | Deciduous Tree 1" CAL Cont | EACH | 20 | 575.00 | 11,500.00 | 317.50 | 6,350.00 | 275.00 | 5,500.00 | 726.00 | 14,520.00 | 600.00 | 12,000.00 | 750.00 | 15,000.00 |
| 6 | Deciduous Shrub No 5 Cont | EACH | 111 | 87.00 | 9,657.00 | 100.33 | 11,136.63 | 72.00 | 7,992.00 | 159.00 | 17,649.00 | 100.00 | 11,100.00 | 100.00 | 11,100.00 |
| 7 | Perennial No 1 Cont | EACH | 185 | 52.00 | 9,620.00 | 41.91 | 7,753.35 | 38.00 | 7,030.00 | 48.00 | 8,880.00 | 45.00 | 8,325.00 | 35.00 | 6,475.00 |
| 8 | Seeding | ACRE | 0.1 | 600.00 | 60.00 | 4,267.20 | 426.72 | 36,000.00 | 3,600.00 | 42,580.00 | 4,258.00 | 25,000.00 | 2,500.00 | 100,000.00 | 10,000.00 |
| 9 | Mulch Material Type 6 | CU YD | 44 | 95.00 | 4,180.00 | 178.00 | 7,832.00 | 115.00 | 5,060.00 | 135.00 | 5,940.00 | 135.00 | 5,940.00 | 75.00 | 3,300.00 |
| TOTAL BID PRICE | | | | | \$109,641.18 | | \$96,701.46 | | \$125,347.00 | | \$127,995.00 | | \$137,365.00 | | \$153,375.00 |



Board of Commissioners

Request for Board Action

Item Number: DC-4692

Agenda #: 8.11

Meeting Date: 8/12/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Award Bid And Execute Contract With Alex’s Lawn And Turf LLC, dba DreamScapes Landscape and Design To Provide General Contractor Services For Pollinator Promenade And Daylit Stream Project At Thompson County Park

PURPOSE/ACTION REQUESTED

Authorize award and execute a contract with Alex’s Lawn and Turf LLC, dba DreamScapes Landscape and Design to provide general contractor services for the Pollinator Promenade and Daylit Stream Project as part of the Thompson County Park Phase II Master Plan Improvements project.

SUMMARY

The Thompson County Park Master Plan was approved by the Dakota County Board by Resolution No. 20-037 (January 21, 2020).

Per the 2020 Master Plan, the Pollinator Promenade and Daylit Stream Project is an environmental education project. It will add an accessible, natural surface trail between Thompson Lake and Emerson Pond. The Pollinator Promenade will educate the public on the importance of pollinators and will connect parkgoers with nature through plantings that engage the senses. Interpretative panels along the walkway will guide that sensory connection. The Daylit Stream component of the project will create a new stream channel that will have ecological benefits, including sediment and nutrient reduction and an increase in habitat. The native vegetation will provide soil stability and water retention, and filtration.

Additionally, the project will regrade a portion of the existing paved trail to reduce the slope of the trail in order to meet accessibility guidelines, and it will formalize a neighborhood access point with a curb-cut and accessible trail.

Construction documents were prepared by Hoisington Kogler Group Inc. (HKGi) and advertised for bid on June 17, 2025. Seven bids were received on July 22, 2025. See attached Bid Tabulation for full results. The lowest responsible and responsive bidder is Alex’s Lawn and Turf LLC, dba DreamScapes Landscape and Design (DreamScapes). The lowest three bidders were as follows:

| Bidder: | DreamScapes Roseville, MN | Sunram Construction Corcoran, MN | Max Steininger Eagan, MN |
|-----------|------------------------------|-------------------------------------|-----------------------------|
| Base Bid: | \$460,395.60 | \$574,191 | \$627,000 |
| Alt. 1: | \$57,898.08 | \$51,365 | \$57,000 |

| | | | |
|---------|---------------------|-----------------|-----------------|
| Alt. 2: | \$38,613.62 | \$19,030 | \$32,000 |
| Alt. 3: | <u>\$25,508.21</u> | <u>\$79,400</u> | <u>\$37,000</u> |
| Total: | \$582,415.51 | \$723,986 | \$753,000 |

Three alternates were used to support the bidding outcome. Alternate One would provide lighting along the pathway. Alternate Two would increase the number of plants included in the project; in lieu of plantings, the project included seeding in these areas as part of the base bid. Alternate Three added in a new neighborhood connection point between the River to River Greenway, the Pollinator Promenade, and Sperl Street.

By Resolution No. 24-174 (March 26, 2024), the County Board authorized submission of grant applications to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) program for multiple projects identified in County plans, and authorized the County Manager, or their designee, to accept the grant(s) if awarded and execute the grant agreement. Funding from LCCMR specifically lists this Thompson County Park project.

RECOMMENDATION

Staff recommends the base bid and all three alternates for the Pollinator Promenade be awarded to Alex's Lawn and Turf LLC, dba DreamScapes Landscape and Design (DreamScapes) in an amount not to exceed \$582,415.51. The base bid is 39 percent lower than the last engineer's estimate and falls within the project budget.

EXPLANATION OF FISCAL/FTE IMPACTS

The County Board authorized an application for this project in 2024 and the County received \$867,000 from the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in 2025. The 2025 Parks Capital Improvement Program includes a County-match of \$216,750 for a total construction budget of \$1,083,750.

- None Current budget Other
 Amendment Requested New FTE(s) requested

RESOLUTION

WHEREAS, the approved 2020 Thompson County Park Master Plan identified additional improvements for the park; and

WHEREAS, the Pollinator Promenade and Daylit Stream Project will add a natural surface trail and sensory-engaging plantings and will daylight a stream; and

WHEREAS, the County contracted with Hoisington Koegler Group Inc. (HKGi) to prepare final design documents, which were completed in June 2025; and

WHEREAS, seven competitive bids were received on July 22, 2025; and

WHEREAS, Alex's Lawn and Turf LLC, dba DreamScapes Landscape and Design (DreamScapes) submitted a bid of \$582,415.51; and

WHEREAS, staff and HKGi reviewed the qualifications of the bidder and recommend award to

DreamScapes as the lowest responsive and responsible bidder in an amount not to exceed \$582,415.51 for the Pollinator Promenade and Daylit Stream Project.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with Alex's Lawn and Turf LLC, dba DreamScapes Landscape and Design, 641 Heinel Drive, Roseville, MN 55113, in an amount not to exceed \$582,415.51 for the Pollinator Promenade and Daylit Stream Project.

PREVIOUS BOARD ACTION

20-037; 01/21/20

24-174; 03/26/24

ATTACHMENTS

Attachment: Bid Tabulation

BOARD GOALS

- Thriving People A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Christina Lundgren

Thompson County Park - Pollinator Promenade
CIP# 2000182
Bids Due 7/22/25, 1pm

| Bidder Name | Base Bid | Alternate No 1 | Alternate No 2 | Alternate No 3 | Total |
|----------------------|-----------------|-----------------------|-----------------------|----------------------------|---------------------------------|
| | | Lighting | Planting | Neighborhood Connection | Base Bid + All Alternates |
| DreamScapes | \$ 460,395.60 | \$ 57,898.08 | \$ 38,613.62 | \$ 25,508.21 | \$ 582,415.51 |
| Sunram Construction | \$ 574,191.00 | \$ 51,365.00 | \$ 19,030.00 | \$ 79,400.00 | \$ 723,986.00 |
| Max Steininger | \$ 627,000.00 | \$ 57,000.00 | \$ 32,000.00 | \$ 37,000.00 | \$ 753,000.00 |
| New Look Contracting | \$ 625,000.00 | \$ 69,300.00 | \$ 34,500.00 | \$ 43,500.00 | \$ 772,300.00 |
| Veit & Company | \$ 678,408.00 | \$ 51,820.00 | \$ 33,000.00 | \$ 31,000.00 | \$ 794,228.00 |
| Urban Companies | \$ 929,000.00 | \$ 58,000.00 | \$ 40,000.00 | \$ 75,000.00 | \$ 1,102,000.00 |
| Reiling Construction | \$ 1,111,444.00 | \$ 65,277.00 | \$ 96,568.00 | \$ 73,635.00 | \$ 1,346,924.00 |



Board of Commissioners

Request for Board Action

Item Number: DC-4650

Agenda #: 9.1

Meeting Date: 8/12/2025

DEPARTMENT: Community Corrections

FILE TYPE: Regular Information

TITLE

Update On Community Corrections Act Subsidy

PURPOSE/ACTION REQUESTED

Receive an update on the Community Corrections Act (CCA) Subsidy.

SUMMARY

The CCA Subsidy is state funding provided to counties in Minnesota that have opted into the CCA system. This funding supports local delivery of correctional services including probation, supervised release, parole, and related community-based interventions.

Subsidy amounts are determined by a state formula designed to provide equitable and needs-based funding. The formula includes a base funding amount, and a capitated rate based on the number and type of individuals under supervision.

For State Fiscal Year (SFY) 2025, Dakota County received a CCA Subsidy of \$8,668,778.

For SFY 2026, the County will receive \$8,453,988, a decrease of \$214,790.

OUTCOMES

How much:

Through the support of the CCA Subsidy, Dakota County is able to offer an array of supervision and intervention services that are responsive to the needs and risks of individuals in the justice system. In the adult division, CCA funding helps sustain specialized caseloads including Intensive Supervised Release, Supervised Release, High, Medium, and Low Risk Supervision, Gender-Responsive Supervision, Domestic Abuse, Repeat Driving While Impaired (DWI), Sex Offense Supervision, a Mental Health specialized caseload, Re-entry Assistance Program (RAP), and two treatment courts (Veterans Court and Drug Court).

In the juvenile division, CCA funds support High, Medium, and Low Risk Supervision, Gender-Responsive and Sex-Specific Caseloads, as well as a Juvenile Drug Court. These services are critical to delivering effective, individualized supervision strategies at the local level.

In addition, CCA funding supports key front-end probation services, including pretrial supervision, intake, interstate and intrastate transfer coordination, and pre-sentence investigations for both juveniles and adults.

How many:

In 2024, the Dakota County Community Corrections Department served 487 juvenile clients and 8,975 adult clients through probation supervision and services.

Is anyone better off:

Through targeted interventions and services supported by the CCA subsidy, the residents of Dakota County benefit from a safer community. Clients served through Dakota County Community Corrections experience improved stability and well-being as they engaged in programming designed to reduce recidivism, address underlying needs, and support long-term behavior change.

RECOMMENDATION

Information only; no action requested.

EXPLANATION OF FISCAL/FTE IMPACTS

- None Current budget Other
 Amendment Requested New FTE(s) requested

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Presentation Slides

BOARD GOALS

- Thriving People A Healthy Environment with Quality Natural Resources
 A Successful Place for Business and Jobs Excellence in Public Service

CONTACTS

Department Head: Suwana Kirkland

Author: Danielle McNamara



Community Supervision Subsidy Update

Jim Scovil

Deputy Director, Community Corrections

1

Background of Subsidy



- Prior to 2023 each probation delivery system was funded separately creating competition
 - Department of Corrections
 - County Probation Office
 - Community Corrections
- Now all counties are funded with one formula regardless of the of the three ways to deliver services

2

What the Funding Supports



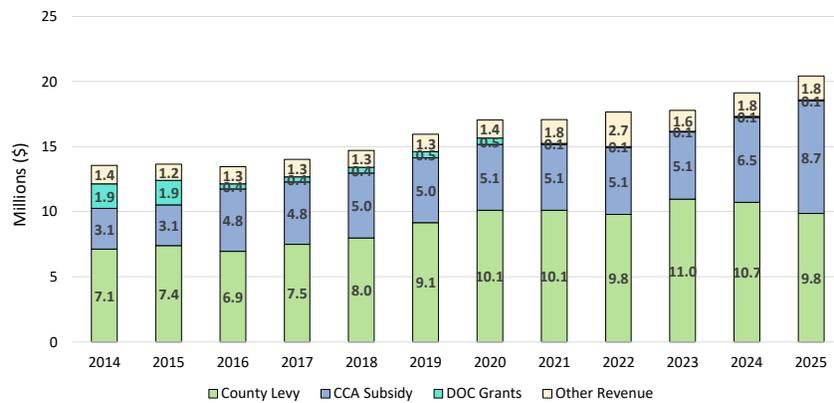
- Field Probation Services (staff)
- Expenses for contracted services for clients on probation
- Administrative functions

3

Community Corrections Funding

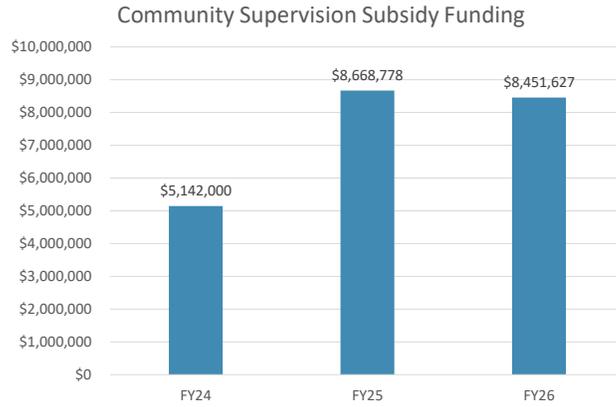


Community Corrections - excluding New Chance and Juvenile Facility
Budget by Funding Source



4

Subsidy Changes FY24-FY26



5



Thank You
Questions?

6



Board of Commissioners

Request for Board Action

Item Number: DC-4765

Agenda #: 10.1

Meeting Date: 8/12/2025

DEPARTMENT: Finance

FILE TYPE: Regular Information

TITLE

Update On Second Quarter 2025 Dakota County Investment Portfolio

PURPOSE/ACTION REQUESTED

Receive an update on Dakota County’s investment portfolio.

SUMMARY

Dakota County investments are made in accordance with Minn. Stat. Ch.118A, governing the investment of public funds and in conformance with the County’s Investment Policy 2254. The County’s investments are comprised of various sources of revenues and fund balances. The portfolio fluctuates throughout the year especially during the tax collection seasons. The portfolio pools assets from various Dakota County funds to optimize liquidity and returns, and at times, includes funds held by the County on behalf of other public entities (property tax collections held prior to settlement with cities, schools, and townships).

The interest earnings for second quarter 2025 are \$6.9 million. This is a 34% decrease from the same period in 2024. This change is primarily due to a one percentage point decrease in interest earned on the County’s money market fund portfolio from the same period in 2024. The market value of Dakota County’s portfolio has increased by \$7 million since the end of 2024.

PFM Asset Management will be joining us today to give an update on the state of the economy and will also discuss the current investment strategies for Dakota County.

RECOMMENDATION

Information only; no action requested.

EXPLANATION OF FISCAL/FTE IMPACTS

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: PFM Presentation Slides

Attachment: Presentation Slides

Attachment: 2025 Q2 Investment Report

BOARD GOALS

- Thriving People A Healthy Environment with Quality Natural Resources
- A Successful Place for Business and Jobs Excellence in Public Service

CONTACT

Department Head: Will Wallo

Author: Kristen Zimmerman

Market Update and Portfolio Review

Dakota County

August 2025

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Agenda

- Market Update
- Portfolio Review

Market Update

Current Market Themes



- ▶ U.S. economy is resilient but showing signs of cooling
 - ▶ Headline employment data belies underlying weakening
 - ▶ Inflation remained rangebound but does not yet reflect the full impact of tariffs
 - ▶ Fiscal policy uncertainty and volatile tariff rollouts weigh on consumer sentiment



- ▶ Fed remains on hold but may cut rates later this year
 - ▶ The Fed's June "dot plot" implies 50 basis points of cuts in the back half of 2025 but members are split between 0 and 2 cuts this year
 - ▶ Fed Chair Powell stated the effect, size, and duration of tariffs are all highly uncertain making staying on hold the appropriate thing to do as they wait to learn more

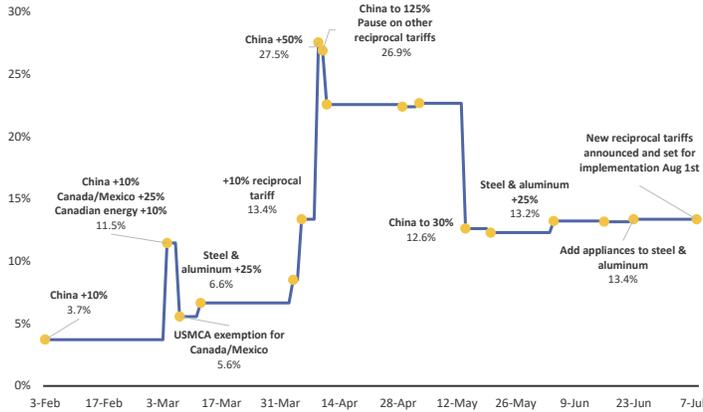


- ▶ Treasury yields whipsawed by tariff announcements in the quarter
 - ▶ Concerns over the budget bill, debt ceiling, and monetary policy added to volatility
 - ▶ The yield curve continued to steepen between 2 years and 10 years
 - ▶ Credit spreads widened sharply following tariff fears but tightened to levels near historic tights by quarter end

Source: Details on market themes and economic indicators provided throughout the body of the presentation. Bloomberg Finance L.P., as of June 30, 2025.

Uncertainty Remains Exceptionally High

Effective Tariff Rate
Select Activity from February 3, 2025 to July 8, 2025



Source: Bloomberg Finance L.P., as of July 8, 2025. Yellow dots represent activity impacting effective tariff rate.

Fiscal Policy Adds to Uncertainty

- Budget/Spending
- Tax Reform
- Funding Freezes
- Debt Ceiling

5

Impacts of Reconciliation Bill

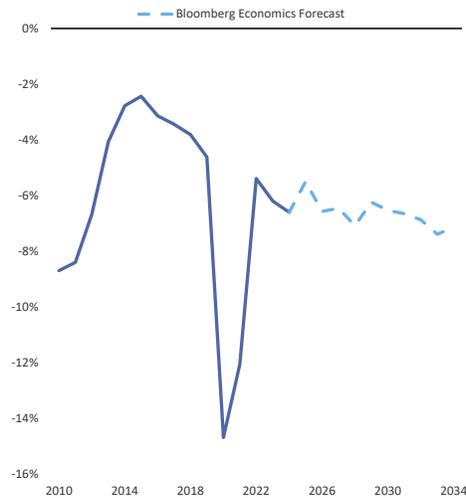
Congressional Budget Office (CBO)

Select Sectors FY 2025 – FY 2034

- TCJA & Tax Cuts**
Increase deficit by **\$4.6 trillion**
- Armed Services**
Increase deficit by **\$149 billion**
- Homeland Security**
Increase deficit by **\$129 billion**
- Medicare & Medicaid**
Decrease deficit by **\$1.1 trillion**
- Agriculture, Nutrition, and Forestry**
Decrease deficit by **\$120 billion**
- Other Spending Cuts**
Decrease deficit by **\$371 billion**

Total Deficit Impact: \$3.3 Trillion Increase

U.S. Deficit to GDP



Source: CBO: *Estimated Budgetary Effects of an Amendment in the Nature of a Substitute to H.R. 1, the One Big Beautiful Bill Act*, Relative to CBO's January 2025 Baseline | Congressional Budget Office, and Bloomberg Finance L.P., as of July 1, 2025.

6

Moody's Downgrades United States to Aa1

► Rationale for downgrade

- Large fiscal deficits which have led to increases in government debt and interest payment ratios to levels significantly above those of Aaa-rated peers
- High deficit-to-GDP and debt-to-GDP ratios that are expected to rise further due to increased interest payments on debt, rising entitlement spending, and relatively low new revenue generation

► Rationale for stable outlook

- Exceptional credit strengths such as the size, resilience and dynamism of its economy and the role of the U.S. dollar as the global reserve currency

► The downgrade is generally expected to have a minimal impact on markets

- S&P and Fitch previously downgraded the United States in 2011 and 2023, respectively
- United States has been on credit watch negative by Moody's since November of 2023
- The dollar remains the world's reserve currency and Treasuries remain highly liquid
- Moody's also downgraded the U.S. government sponsored enterprises, and several banks and insurance companies whose rating was tied to the U.S. government

United States



Aaa → Aa1



Source: Moody's Ratings, as of May 2025.

7

Economic Momentum Slows Amid Uncertainty

Fed Chair Powell: "Despite elevated uncertainty, the economy is in a solid position. The unemployment rate remains low, and the labor market is at or near maximum employment. Inflation has come down a great deal but has been running somewhat above our 2.0% longer-run objective."

| | 2023 | | | | | | | | | | 2024 | | | | | | | | | | 2025 | | | | | | | | |
|-------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|------|-----|------------|-----|-----|
| CPI YoY | 6.4 | 6.0 | 5.0 | 4.9 | 4.0 | 3.0 | 3.2 | 3.7 | 3.7 | 3.2 | 3.1 | 3.4 | 3.1 | 3.2 | 3.5 | 3.4 | 3.3 | 3.0 | 2.9 | 2.5 | 2.4 | 2.6 | 2.7 | 2.9 | 3.0 | 2.8 | 2.4 | 2.3 | 2.4 |
| Unemployment Rate | 3.5 | 3.6 | 3.5 | 3.4 | 3.6 | 3.6 | 3.5 | 3.7 | 3.8 | 3.9 | 3.7 | 3.8 | 3.7 | 3.9 | 3.9 | 3.9 | 4.0 | 4.1 | 4.2 | 4.2 | 4.1 | 4.1 | 4.2 | 4.1 | 4.0 | 4.1 | 4.2 | 4.2 | 4.2 |
| U.S. Real GDP QoQ | 2.8 | | 2.4 | | 4.4 | | 3.2 | | | | | | 1.6 | | 3.0 | | 3.1 | | | | 2.4 | | | | -0.5 | | 2.1% Est.* | | |
| Consumption QoQ | 4.9 | | 1.0 | | 2.5 | | 3.5 | | | | | | 1.9 | | 2.8 | | 3.7 | | | | 4.0 | | | | 0.5 | | 1.9% Est.* | | |

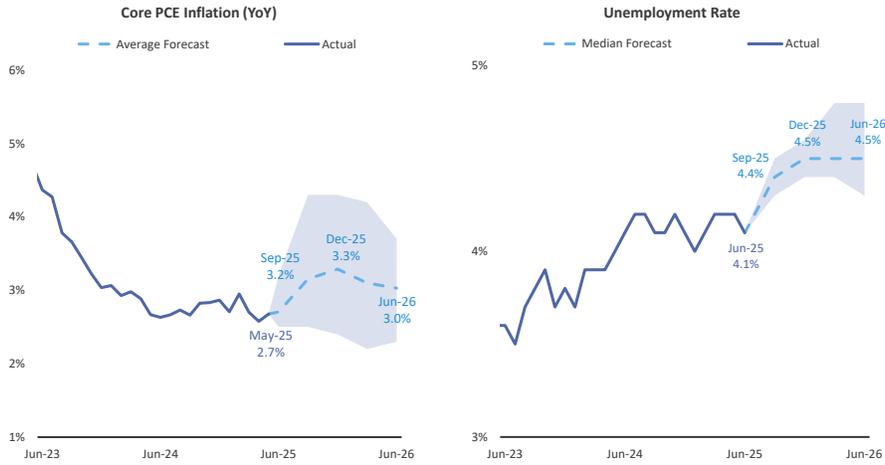


Source: FOMC Chair Jerome Powell Press Conference, June 18, 2025. Bloomberg Finance L.P., Bureau of Labor Statistics and Bureau of Economic Analysis. The shading represents the deciles of each data point using 30 years of historical data. *Median forecasts sourced from Bloomberg Finance L.P. as of July 9, 2025.

8

The Fed's Dual Mandate Gets More Complicated

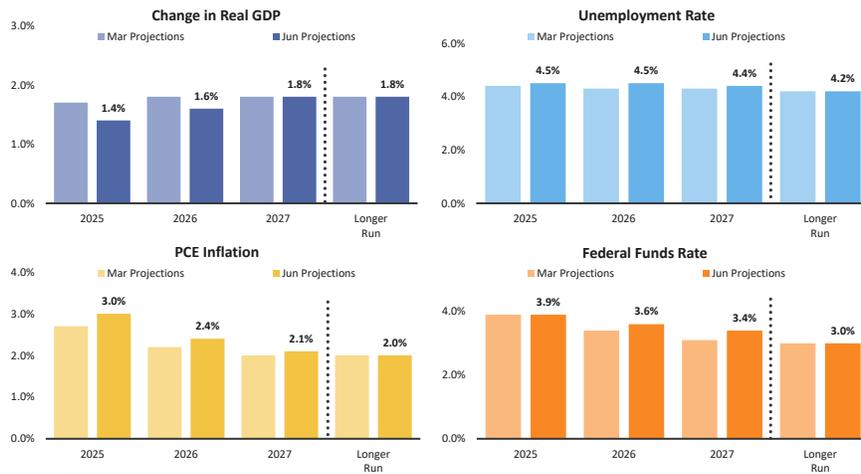
Fed Chair Powell: "We may find ourselves in the challenging scenario in which our dual mandate goals are in tension. If that were to occur, we would consider how far the economy is from each goal and the potentially different time horizons over which those respective gaps would be anticipated to close."



Source: FOMC Chair Jerome Powell Press Conference, June 18, 2025. Bureau of Economic Analysis, and Bloomberg Finance L.P., as of May 2025 (left). Bureau of Labor Statistics, and Bloomberg Finance L.P., as of June 2025 (right). Data is seasonally adjusted. Survey responses after June 27, 2025, included in median and forecast range. Forecast range shown is the 75th and 25th percentile of responses.

Fed's Updated Summary of Economic Projections

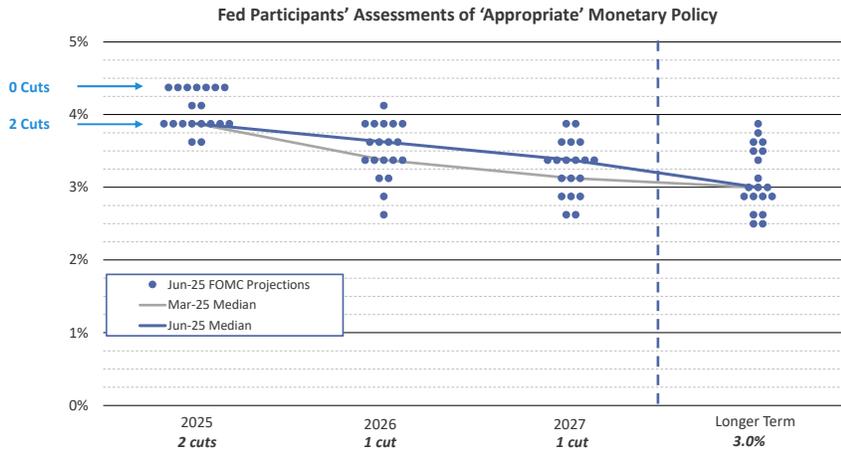
Fed Chair Powell: "Think of it as the least unlikely path in a situation like this where uncertainty is very high."



Source: Federal Reserve, latest median economic projections as of June 2025.

Fed's Latest "Dot Plot" Shows Divergent Views

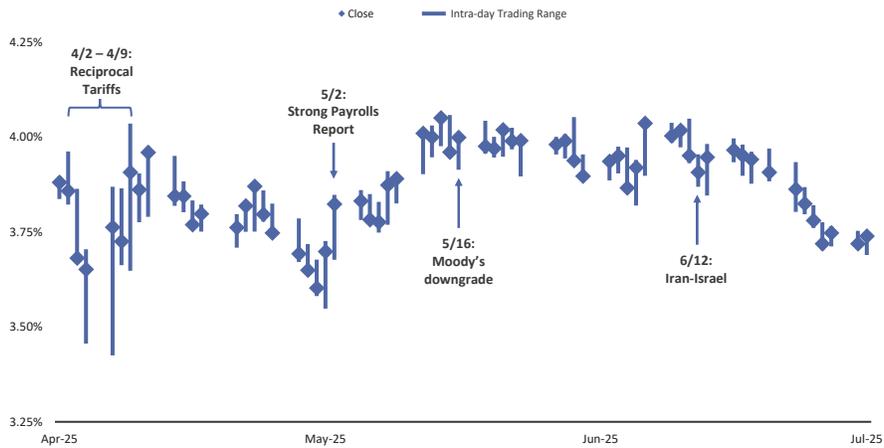
Fed Chair Powell: "With uncertainty as elevated as it is, no one holds these rate paths with a lot of conviction."



Source: Federal Reserve; Bloomberg Finance L.P. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the Federal Funds rate at each year-end. As of June 2025. 11

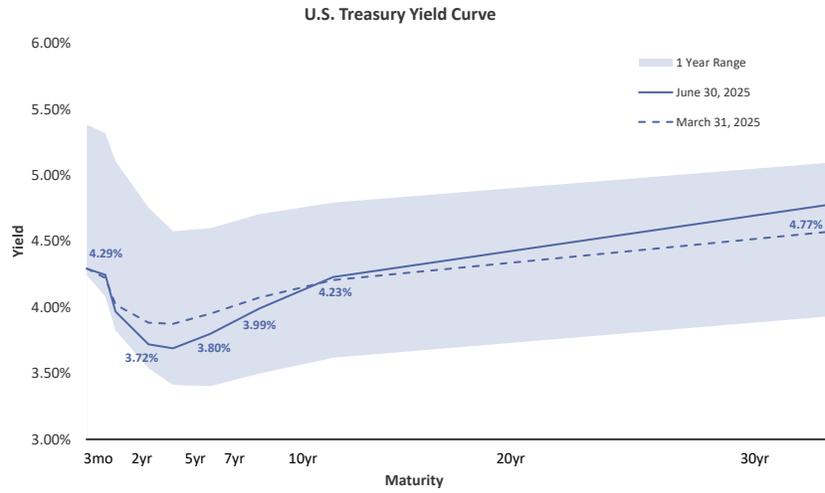
Treasury Volatility Wanes

2-Year Treasury Yield
April 1, 2025 through July 1, 2025



Source: Bloomberg Finance L.P., as of July 1, 2025. 12

U.S. Treasury Yield Curve Steepens



Source: Bloomberg Finance L.P., as of June 30, 2025.

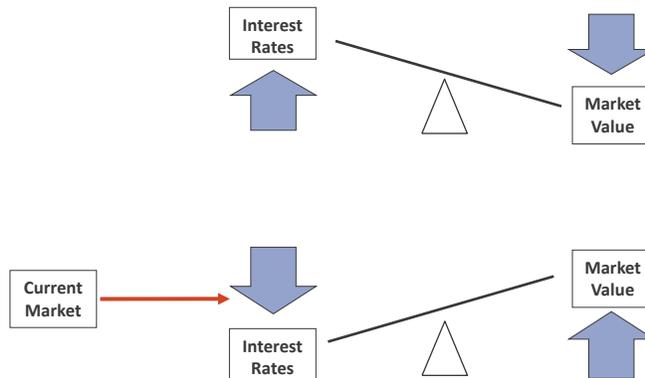
13

Portfolio Review



Interest Rate Risk

- ▶ Market values and interest rate movements are inversely related
- ▶ As interest rates rise or fall market values fluctuate; longer maturity = greater price volatility
- ▶ Market value fluctuations will impact total return, which includes unrealized price depreciation



15

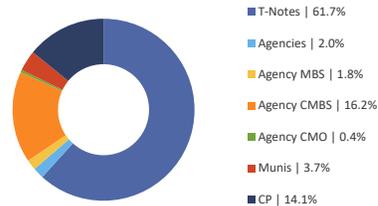
Dakota County Portfolio Characteristics

June 30, 2025

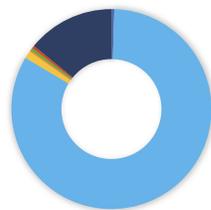
PORTFOLIO STATISTICS

| | |
|-----------------|--------------|
| Market Value | \$58,617,765 |
| Duration | 1.45 Years |
| Yield at Cost | 4.25% |
| Yield at Market | 4.02% |

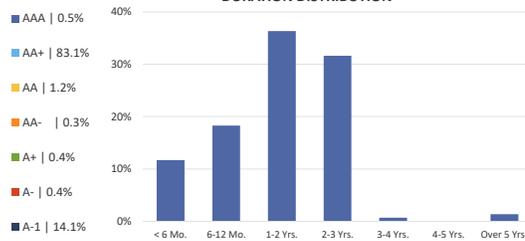
SECTOR ALLOCATION



CREDIT QUALITY



DURATION DISTRIBUTION



Information as of June 30, 2025. Sector allocation excludes cash balances of \$415,515.65. Credit quality uses S&P rating, or Moody's equivalent if not rated by S&P. Please see important disclosures.

16

Issuer Diversification

June 30, 2025

| Security Type / Issuer | Market Value (%) | S&P / Moody's / Fitch |
|---|------------------|-----------------------|
| U.S. Treasury | 64.1% | |
| United States Treasury | 64.1% | AA / Aaa / AA |
| Federal Agency | 3.9% | |
| Federal Home Loan Banks | 2.0% | AA / Aaa / NR |
| Federal Home Loan Mortgage Corp | 0.9% | AA / Aaa / AA |
| Federal National Mortgage Association | 1.0% | AA / Aaa / AA |
| Agency CMBS | 16.2% | |
| Federal Home Loan Mortgage Corp | 14.5% | AA / Aaa / AA |
| Federal National Mortgage Association | 1.7% | AA / Aaa / AA |
| Agency CMO | 0.6% | |
| Federal Home Loan Mortgage Corp | 0.3% | AA / Aaa / AA |
| Federal National Mortgage Association | 0.3% | AA / Aaa / AA |
| Agency MBS Pass Through | 2.2% | |
| Federal Home Loan Mortgage Corp | 0.7% | AA / Aaa / AA |
| Federal National Mortgage Association | 1.5% | AA / Aaa / AA |
| Municipal | 3.1% | |
| New York State Dormitory Authority | 0.3% | AA / NR / AA |
| San Diego Community College District | 0.5% | AAA / Aa / NR |
| State Board of Administration Finance C | 1.2% | AA / Aa / AA |
| State of Connecticut | 0.3% | AA / Aa / AA |
| State of Washington | 0.9% | AA / Aaa / AA |
| Commercial Paper | 10.0% | |
| Bank of America Corp | 2.0% | A / NR / AA |
| Barclays PLC | 2.0% | A / NR / A |
| Chevron Corp | 2.0% | AA / Aa / NR |
| Citigroup Inc | 2.0% | A / Aa / A |

| Security Type / Issuer | Market Value (%) | S&P / Moody's / Fitch |
|-------------------------|------------------|-----------------------|
| Commercial Paper | 10.0% | |
| Groupe BPCE | 2.0% | A / Aa / A |
| Total | 100.0% | |



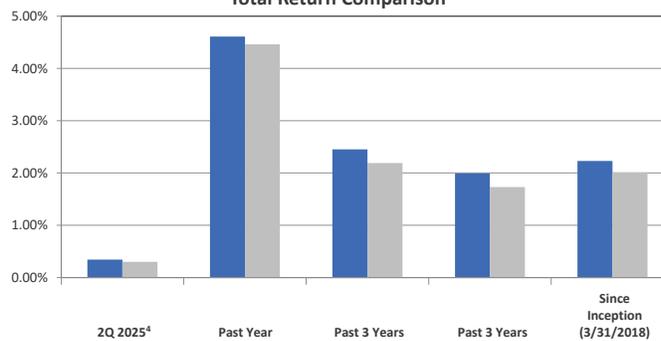
Ratings shown are calculated by assigning a numerical value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

17

Dakota County Portfolio Performance

- The portfolio returned 0.34% for the quarter, which exceeded the total return of the benchmark index
- Portfolio performance has so far exceeded the return of the benchmark for the past year, past three years, past five years, and since its inception

Total Return Comparison*



| | 2Q 2025 ¹ | Past Year | Past 3 Years | Past 5 Years | Since Inception (3/31/2018) |
|---|----------------------|-----------|--------------|--------------|-----------------------------|
| Dakota County Portfolio | 0.34% | 4.61% | 2.45% | 1.99% | 2.23% |
| BoA / ML 0 - 3 Year U.S. Treasury Index | 0.30% | 4.46% | 2.19% | 1.73% | 2.01% |

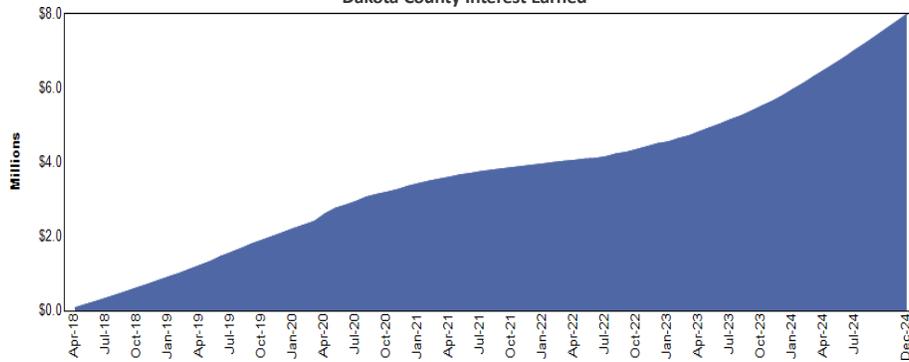


1. Performance on trade date basis, gross (i.e., before fees), in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).
 2. Bank of America / Merrill Lynch indices provided by Bloomberg Financial Markets.
 3. Includes money market fund/cash balances in performance and duration calculations.
 4. Quarterly returns are presented on an unannualized basis. Performance numbers for periods greater than 1 year are presented on an annualized basis. Information as of June 30, 2025.

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Accrual Basis Earnings – Dakota County Portfolio

Dakota County Interest Earned



Accrual Basis Earnings – Dakota County

| Accrual Basis Earnings | 3 Months | 1 Year | 3 Years | 5 Year | Since Inception ¹ |
|--|------------------|--------------------|--------------------|--------------------|------------------------------|
| Interest Earned ² | \$442,211 | \$1,595,327 | \$3,076,571 | \$4,445,649 | \$5,998,763 |
| Realized Gains / (Losses) ³ | (\$1,979) | (\$69,745) | (\$366,380) | \$84,807 | \$105,962 |
| Change in Amortized Cost | \$151,247 | \$677,714 | \$1,360,140 | \$1,356,595 | \$1,887,578 |
| Total Earnings | \$591,479 | \$2,203,295 | \$4,070,330 | \$5,887,051 | \$7,992,303 |

1. Inception of March 31, 2018.
2. Interest earned calculated as the ending accrued interest beginning accrued interest, plus net interest activity.
3. Realized gains / (losses) are shown on an amortized cost basis.

19

Fixed-Income Sector Commentary – 2Q 2025

- ▶ The Federal Open Market Committee (“FOMC”) maintained the target range for the Federal Funds rate at 4.25 – 4.50% during both meetings in Q2, citing resilience in the labor market and marginal improvements in an otherwise sticky inflation picture.
- ▶ **U.S. Treasury** yields in the intermediate-term (2 – 7 years) moved lower over the quarter. The change in yields reflected ongoing market sensitivity to domestic policy uncertainty, with a continued focus on the potential impacts of taxes, tariffs, immigration, and deregulation. However, progress on trade negotiations and lower recession probabilities kept the declines in check. As a result of the Treasury rally, total returns were strong for the quarter.
- ▶ **Federal Agency & supranational** spreads remained low throughout Q2. Both sectors produced slightly positive excess returns for the quarter. Issuance remained light and the incremental income from the sectors is near zero.
- ▶ **Mortgage-Backed Securities** performance was strong across all structures and coupons as rate volatility moderated over the quarter. Likewise, **Agency-backed commercial MBS (CMBS)** also posted strong performance for the quarter and saw positive excess returns.
- ▶ **Short-term credit** (commercial paper and negotiable bank CDs) yields on the front end of the yield curve rose slightly in response to the approaching Treasury “X-Date” (estimated date for Treasury to exhaust funds under the debt ceiling) while yields fell modestly on the long end as demand shifted into longer-term Treasury notes. Yield spreads tightened over the quarter in response to moderated issuance and strong demand.

The views expressed within this material constitute the perspective and judgment of PFM Asset Management at the time of distribution (6/30/2025) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management cannot guarantee its accuracy, completeness, or suitability.

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Fixed-Income Sector Outlook – 3Q 2025

- ▶ **U.S. Treasury** volatility is expected to continue given both fiscal and monetary policy uncertainty. The potential impact of further policy changes on economic growth, inflation, and labor markets are unknown. We expect to see an ongoing steepening of the yield curve given the expectation for future Fed rate cuts.
- ▶ **Federal Agency & supranational** spreads are likely to remain at tight levels. Government-heavy accounts may find occasional value on an issue-by-issue basis.
- ▶ **Taxable Municipals** continue to see little activity due to an ongoing lack of supply and strong demand which continues to suppress yields in both the new issue and secondary markets. We expect few opportunities in the near term.
- ▶ **Mortgage-Backed Securities** are expected to underperform over the short term, while rich current valuations will keep returns over the year positive. We may use any meaningful spread widening to add at more attractive levels.
- ▶ **Short-term credit** (commercial paper and negotiable bank CDs) spreads in Q3 will continue to be subject to ongoing debt ceiling dynamics or the Fed's decision to slow the pace of quantitative tightening. Given the positively sloped shape of the money market yield curve, we favor a mix of floating rate in the front end with fixed rate in longer maturities.



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Fixed-Income Sector Outlook – 3Q 2025

| Sector | Our Investment Preferences |
|------------------------|----------------------------|
| COMMERCIAL PAPER / CD | |
| TREASURIES | |
| T-Bill | |
| T-Note | |
| FEDERAL AGENCIES | |
| Bullets | |
| Callables | |
| SUPRANATIONALS | |
| CORPORATES | |
| Financials | |
| Industrials | |
| SECURITIZED | |
| Asset-Backed | |
| Agency Mortgage-Backed | |
| Agency CMBS | |
| MUNICIPALS | |



● Current outlook

○ Outlook one quarter ago

Negative
Slightly Negative
Neutral
Slightly Positive
Positive

22

Factors to Consider for 6 – 12 Months

Monetary Policy (Global):



- The Fed held rates steady in Q2 amid healthy labor markets and tariff-driven inflation concerns.
- The “dot plot” still signals 50 bps in cuts for 2025 but views have diverged as seven members are calling for no cuts in 2025.
- Other major central banks (except Japan) continued cutting rates as global inflation cools, though tariffs pose inflation risks and cloud the outlook.

Economic Growth (Global):



- U.S. growth turned negative in early 2025, driven by a historically high trade deficit and weaker consumer spending. Strong inventory build and fixed investment helped offset this weakness.
- The drag to GDP from net exports is expected to reverse, but declining consumer confidence may dampen spending and investment.
- Escalating trade and geopolitical tensions create the potential for slower global growth.

Inflation (U.S.):



- Inflation has moved closer to the Fed’s 2.0% target, but tariff-driven price pressures may emerge as businesses deplete pre-tariff inventories.
- Fed Chair Powell said that he does expect tariffs to impact inflation but that the size, duration, and time of tariff effects are highly uncertain.

Financial Conditions (U.S.):



- Financial conditions swung sharply during the quarter as the tariff rollout caused equities to sell off, credit spreads to widen, and heightened Treasury volatility.
- The announcement of tariff pauses sparked a risk-on trade resulting in equities near record highs and credit spreads tightening beyond long-run averages.
- The evolving fiscal landscape and persistent uncertainty may lead to tightening financial conditions over the next 6 – 12 months.

Consumer Spending (U.S.):



- Consumer sentiment remains subdued due to expectations of higher prices, weaker labor markets, and tepid growth. Sentiment has improved slightly since April amid tariff negotiation progress but remains low.
- A sharp labor market downturn remains the biggest threat to consumer spending.
- Tariff-driven inflation increases present additional risks such as slower real wage growth and also reduced spending.

Labor Markets (U.S.):



- The labor market remains healthy, though early signs of cooling are emerging, particularly in rising jobless claims.
- Monthly job gains have slowed but still match labor force growth. Slower population growth may lower the job creation rate that is needed to maintain stable unemployment.
- With hiring and quits rates low, any acceleration in layoffs may result in job seekers remaining unemployed for longer.

● Current outlook ○ Outlook one quarter ago Stance Unfavorable to Risk Assets Negative Slightly Negative Neutral Slightly Positive Positive Stance Favorable to Risk Assets

Statements and opinions expressed about the next 6 – 12 months were developed based on our independent research with information obtained from Bloomberg Finance L.P. and FactSet. The views expressed within this material constitute the perspective and judgment of PFM Asset Management at the time of distribution (6/30/2025) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management cannot guarantee its accuracy, completeness, or suitability. 23

Certificate of Compliance

June 30, 2025

During the reporting period for the period ended June 30, 2025, the account(s) managed by PFM Asset Management (“PFMAM”) were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : PFM Asset Management, a division of U.S. Bancorp Asset Management, Inc.

Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Asset and Investment Manager (“AIM”).

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Disclaimer

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**Dakota County Investment Update –
2025 Quarter 2**

August 12, 2025

Agenda

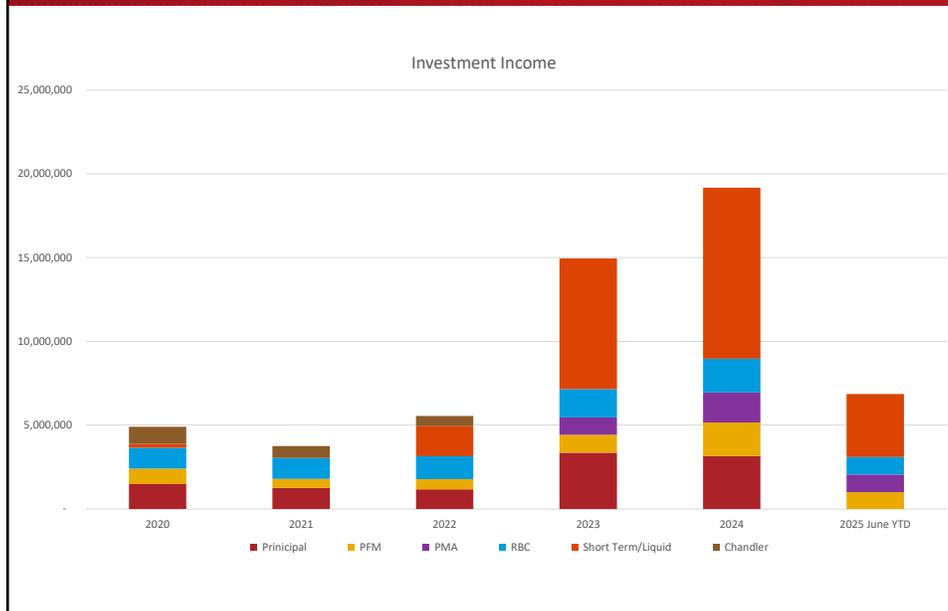


- Market Values
- Interest Earned
- Quality of Portfolio

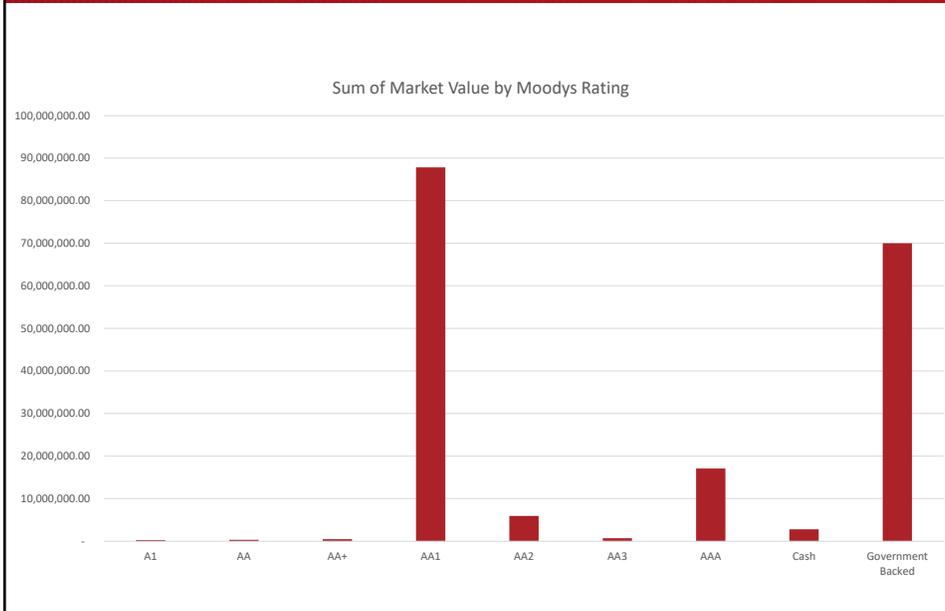
Market Values



Interest Earned



Quality of Portfolio



Questions?

Update on 2025 Quarter 2 Dakota County Investment Portfolio

Executive Summary:

This is a report on the Dakota County investment portfolio as of the end of the 2nd quarter on June 30, 2025. Market value went down in 2022 due to the Federal Reserve raising rates to counteract inflation and the contracted investment portfolio manager's market value decreased by \$11.3 million despite the fact there has been no withdrawals. In 2025, we have seen an increase in market values of 4% compared to the end of 2024.

Dakota County receives tax payments in the months of May and October. Funds are invested in the Minnesota Association of Governments Investing for Counties Fund (MAGIC fund) to take advantage of high interest rates and tax distribution payment timing.

Interest earnings for 2025 Quarter 2 are at \$6.9 million which is a decrease of 34% when compared to 2024 Quarter 2.

Dakota County Investment Overview:

Dakota County investments are made in accordance with Minn. Stat. Ch.118A governing the investment of public funds, and in conformance with the County's Investment Policy #2254.

The County's investments are comprised of various sources of revenues and fund balances. The portfolio fluctuates throughout the year especially during the tax collection seasons. The portfolio pools assets from various Dakota County funds to optimize liquidity and returns, and at times, includes funds held by the County on behalf of other public entities (property tax collections held prior to settlement with cities, schools, and townships).

Dakota County's Finance Department manages the investment portfolio. There are two major components of the portfolio:

1. Cash component for very short-term investment which are used for daily operating expenses or short-term obligations.
 - a. Dakota County Finance staff manages short term cash.
2. Core component for longer term investment and cash needed in future years.
 - a. Dakota County Finance staff directly manages longer term investments.
 - b. Staff also manages contracts with external investment firms.

Securities for the portfolio are purchased through the bond market for short-term (less than one year), intermediate term (one to five years) and long-term investment periods including maturities at 10 or more years.

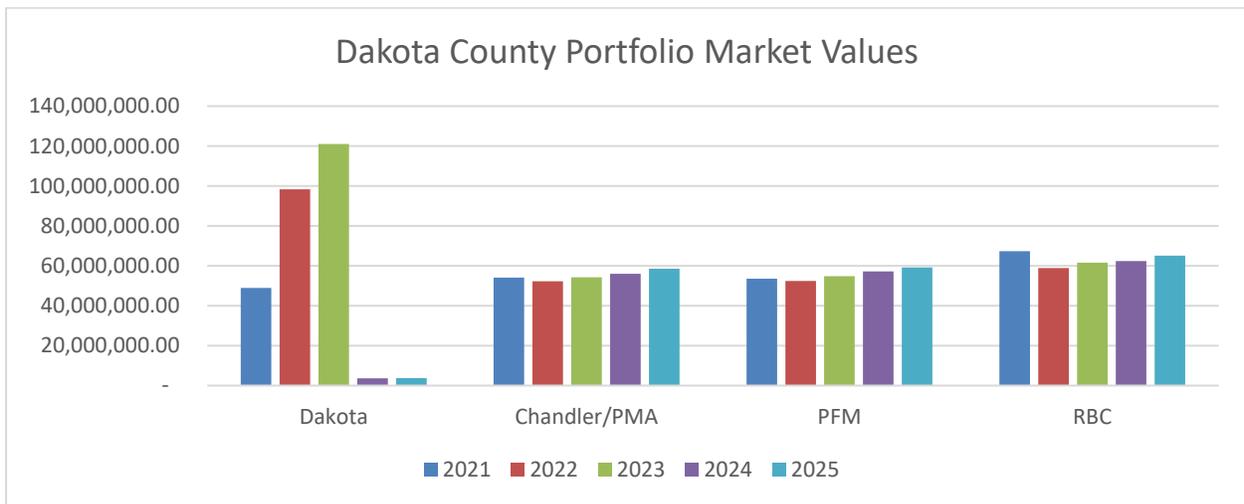
The County contracts with PMA Asset Management, PFM Asset Management Inc., and RBC Global Asset Management Inc. Each manager has a target benchmark specific to the holding maturity assigned to that manager. Short term (0-3 year) benchmark is assigned to PFM; 1-10 year benchmark to PMA; and the long term benchmark to RBC.

Each of these portfolio managers received around \$50 million in December 2017. The managers have discretion over the purchase and selling of holdings within their portfolio. Finance staff meet quarterly with each manager to review economic conditions, portfolio characteristics, and performance.

Dakota County Portfolio Market Values

This graph gives a five-year history on market values of investments in the portfolio. It includes the three contracted portfolio managers and the County managed portfolio. As stated in the Executive Summary 2022 saw a decrease in market value due to inflationary pressure and the Federal Government increasing the federal fund rate. This action will cause the market values of current investments to go down. The Dakota County Managed portfolio fluctuated in 2022, with large American Rescue Plan State and Local Fiscal Recovery Funds being invested and then maturing later making the balance spike and fall. An RFP in December 2022 resulted in a change of investment managers, from Chandler to PMA Asset Management.

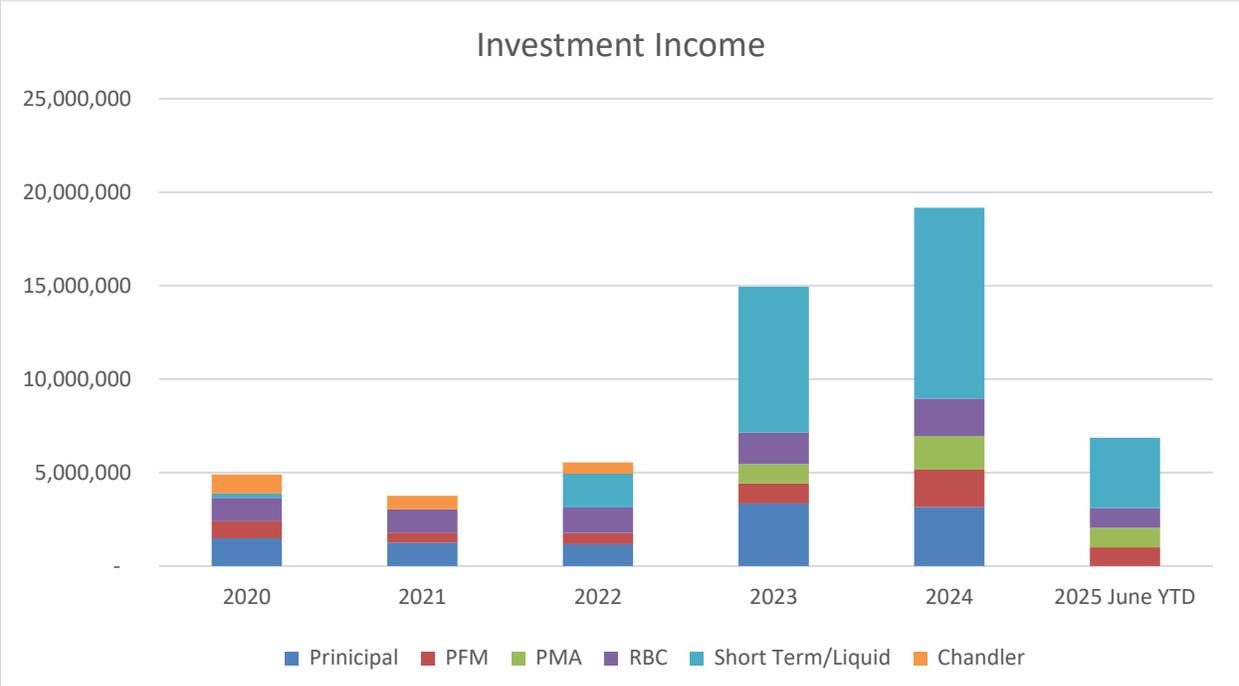
The Dakota County Managed account was not utilized in 2024 and 2025 as most of the funds were invested into the MAGIC fund. As investments matured out of the Dakota County managed account, those funds were placed into the MAGIC fund.



Interest Earnings

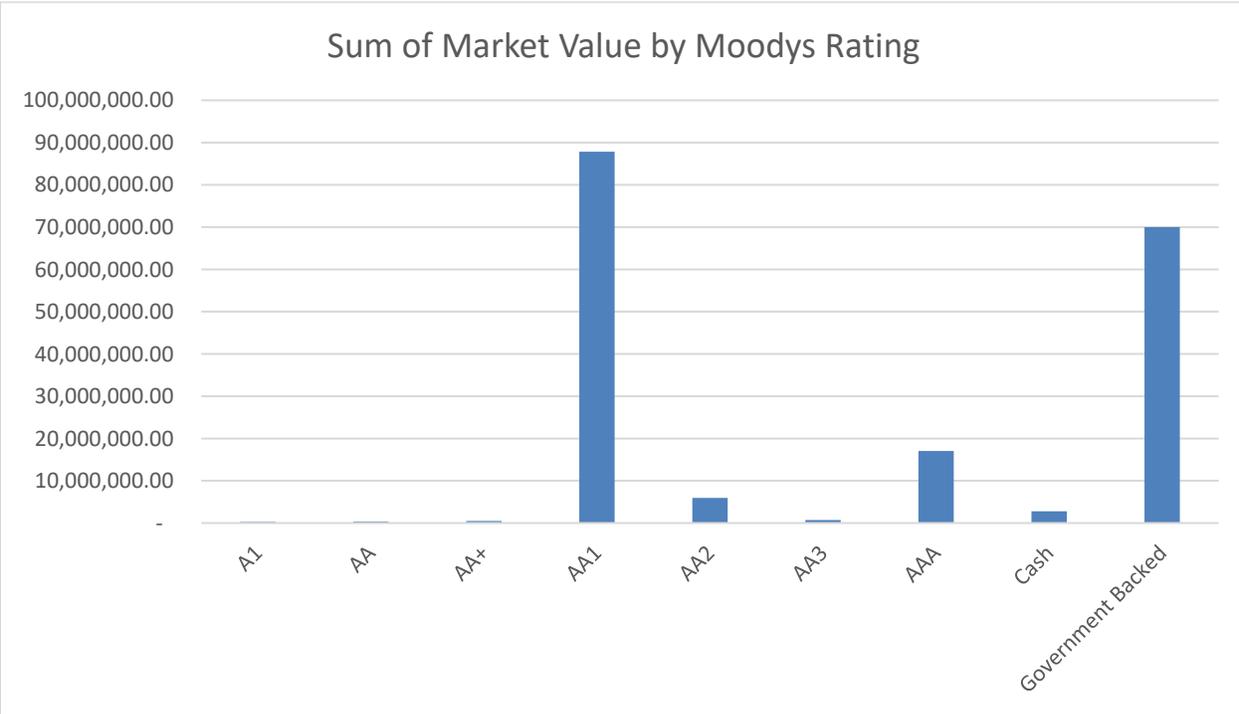
This graph shows the interest that has been earned by the county. Interest earnings have gone up since 2021 primarily due to the Federal Reserve's actions to combat inflation. High inflation in 2021 and 2022 forced the Federal Reserve to increase interest rates significantly. As the Federal Reserve raised its benchmark interest rate (the federal funds rate), interest rates across the board began to climb.

Interest earnings were \$19.1 million in 2024. At the end of Quarter 2 in 2025, interest earnings were at \$6.9 million. This is a 34% decrease compared to the end of Quarter 2 in 2024, this change is primarily due to a one percentage point decrease in interest earned on the County's money market fund portfolio.



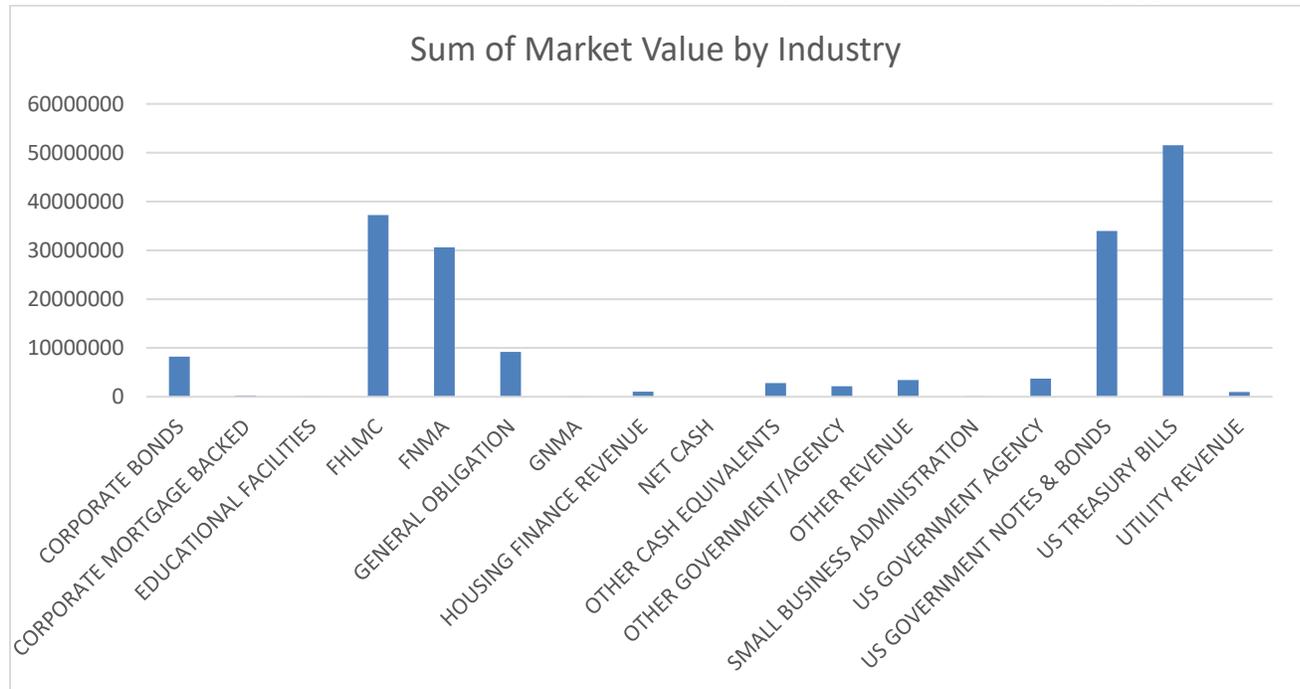
Quality of Investments

This chart contains the quality of the investments in Dakota County’s portfolio. All the investments in the portfolio are government backed or at least A rated. Higher-quality investments generally exhibit lower risk and more stable returns over the long term. In May 2025, Moody’s ratings downgraded the US credit rating from AAA to AA1.



Investment Portfolio Diversification

The chart below shows the diversity of the investments in the portfolio based on industry type.



Dakota County Portfolio Benchmark Comparison

Dakota County’s portfolio market yield beat benchmark in 2025. Benchmarks provide a standard to measure the portfolio's performance objectively.

Dakota County Portfolio Results Versus Benchmarks

| Average Duration (years) | 12/31/2020 | 12/31/2021 | 12/31/2022 | 12/31/2023 | 12/31/2024 | 6/30/2025 |
|---|------------|------------|------------|------------|------------|-----------|
| RBC | 6.8 | 6.5 | 5.9 | 6.0 | 5.6 | 5.7 |
| Benchmark (Bloomberg Barclay US Government) | 6.8 | 6.8 | 5.9 | 6.0 | 5.7 | 5.7 |
| PFM | 1.4 | 1.4 | 1.2 | 1.2 | 1.3 | 1.4 |
| Benchmark (ICE BofAML 0-3 Year US Treasury Index) | 1.4 | 1.4 | 1.3 | 1.3 | 1.3 | 1.4 |
| Chandler PMA Asset Mgmt | 2.4 | 1.8 | 1.9 | 3.5 | 3.5 | 3.5 |
| Benchmark (Bloomberg US Gov Intermediate) | 1.9 | 1.8 | 1.8 | 3.7 | 3.6 | 3.6 |
| Market Yield | | | | | | |
| RBC | 0.94% | 1.56% | 4.47% | 4.37% | 4.61% | 4.32% |
| Benchmark (Bloomberg Barclay US Government) | 0.56% | 1.22% | 4.21% | 4.10% | 4.45% | 4.03% |
| PFM | 0.14% | -0.33% | 0.78% | 2.23% | 2.26% | 4.17% |
| Benchmark (ICE BofAML 0-3 Year US Treasury Index) | 0.04% | -0.38% | 0.78% | 2.15% | 2.04% | 3.87% |
| Chandler PMA Asset Mgmt | 0.28% | 1.34% | 4.53% | 0.0 | 4.57% | 4.12% |
| Benchmark (Bloomberg US Gov Intermediate) | 0.13% | 1.37% | 4.51% | 0.0 | 4.36% | 3.84% |
| Average Quality | | | | | | |
| RBC | AA+ | AAA | AAA | AA+ | AA+ | AA+ |
| Benchmark (Bloomberg Barclay US Government) | AAA | AAA | AAA | AA+ | AA+ | AA+ |
| PFM | | AA | AA | AA | AA | AA |
| Benchmark (ICE BofAML 0-3 Year US Treasury Index) | | AA+ | AA+ | AA+ | AA+ | AA+ |
| Chandler PMA Asset Mgmt | AA+ | AA+ | AA+ | AA+ | AA+ | AA+ |
| Benchmark (Bloomberg US Gov Intermediate) | AAA | AAA | AAA | AA+ | AA+ | AA+ |



Board of Commissioners

Request for Board Action

Item Number: DC-4783

Agenda #: 14.1

Meeting Date: 8/12/2025

Information

See Attachment for future Board meetings and other activities.

August 10, 2025

Sunday

7:00 AM - 7:00 AM

Dakota County Fair -- Dakota County Fair Grounds, 4008 - 220th Street West, Farmington

August 11, 2025

Monday

12:00 PM - 12:00 PM

Dakota-Scott Workforce Development Board Executive Committee Meeting -- Zoom
(<https://us02web.zoom.us/j/89744523163?pwd=amhmRlF3Zll0REJyVGJ2RnQxbXc4Zz09>)

4:30 PM - 4:30 PM

Public Open House #2: County State Aid Highway 86 Roundabouts -- Saint Mark's Lutheran Church, 28595 Randolph Blvd, Randolph

August 12, 2025

Tuesday

9:00 AM - 9:00 AM

Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

9:30 AM - 9:30 AM

Dakota County General Government and Policy Committee Meeting (or following CB) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

August 13, 2025

Wednesday

10:00 AM - 10:00 AM

Metropolitan Emergency Services Board Executive Committee Meeting -- Metro Counties Government Center, 2099 University Avenue West, Room 205, St. Paul

4:00 PM - 4:00 PM

Vermillion River Watershed Community Advisory Committee -- Dakota County Extension & Conservation Center, 4100 220th St. W, Farmington, Conference Room A

August 14, 2025

Thursday

7:30 AM - 7:30 AM

I-35W Solutions Alliance Board Meeting -- Richfield City Hall, 6700 Portland Avenue South, Bartholomew Room, Richfield

August 15, 2025

Friday

8:30 AM - 8:30 AM

Dakota-Scott Workforce Development Board Meeting -- Northern Service Center, 1 Mendota Road West, Room 520, West St. Paul

August 19, 2025

Tuesday

9:00 AM - 9:00 AM

Budget Workshop -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

August 21, 2025

Thursday

8:00 AM - 8:00 AM

Association of Minnesota Counties Annual Board Strategic Planning Retreat -- The Confluence Hotel, 200 2nd Street W., Hastings

August 22, 2025

Friday

8:00 AM - 8:00 AM

Association of Minnesota Counties Annual Board Strategic Planning Retreat -- The Confluence Hotel, 200 2nd Street W., Hastings

August 25, 2025

Monday

4:00 PM - 4:00 PM

Public Open House: County Project 42-174, County State Aide Highway 42 at Trunk Highway 52 Interchange Improvements -- City of Rosemount Public Works, 14041 Biscayne Ave, Rosemount

August 26, 2025

Tuesday

9:00 AM - 9:00 AM

Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

9:30 AM - 9:30 AM

Regional Railroad Authority (or following CB) -- Administration Center, 1590 Highway 55, Boardroom, Hastings

3:00 PM - 3:00 PM

Dakota County Community Development Agency Regular Meeting -- CDA, 1228 Town Centre Drive, Eagan, Boardroom



Board of Commissioners

Request for Board Action

Item Number: DC-4784

Agenda #: 15.1

Meeting Date: 8/12/2025

Adjournment