



Dakota County

Board of Commissioners

Agenda

Tuesday, July 29, 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 8, 2025

6. Items Recommended by Board Committee*

6.1 Central Operations Administration - Review And Approval Of Disability Advisory Council Priorities

6.2 Social Services-Children and Family Services - Authorization To Execute Contract For Community Resource Center Coordinating Agency Services

6.3 Community Corrections - Update On Sunsetting Of Adult Probation Fees And Approval Of Plan To Minnesota Department Of Corrections

6.4 *Parks* - Approval Of Schematic Design For Miesville Ravine Park Reserve Site Improvement Project

6.5 *Parks* - Adoption Of 2050 Parks, Greenways, And Natural Systems Vision Plan

7. Central Operations

7.1 *Finance* - Report On Invoices Paid In June 2025

8. County Board/County Administration

8.1 *County Board* - Appointment To Planning Commission

8.2 *Office Of The County Manager* - Authorization To Amend 2025 County Board/Committee Of The Whole Meeting Schedule

9. Community Services

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

9.2 *Social Services-Housing & Community Resources* - Authorization To Execute 2025 Federal Transit Administration Annual List Of Certifications And Assurances

9.3 *Social Services-Aging & Disability Services* - Authorization To Execute Joint Powers Agreement With City Of South St. Paul for Transportation Project

10. Physical Development

10.1 *Facilities Management* - Authorization To Execute Third Contract Amendment With Schreiber Mullaney Construction Company, Inc., For Crisis And Recovery Center

10.2 *Environmental Resources* - 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

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

10.4 *Parks* - Authorization To Release Draft Mississippi River Greenway Natural Resource Management Plan For Public Review

10.5 *Transportation* - 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

10.6 *Transportation* - 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

REGULAR AGENDA

11. Presentation

11.1 Dakota County Agricultural Society Update on the County Fair

12. Closed Executive Session

12.1 *Office Of The County Manager* - Closed Executive Session: Legal Strategy For Acquisition Of Property From Elmegca Farm In Douglas Township For County Project 91-030

13. 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

14. County Manager's Report

15. Information

15.1 Information
See Attachment for future Board meetings and other activities.

16. Adjournment

16.1 Adjournment

* Designates items discussed in Board Committee(s)

For more information, call 651-438-4417

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<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>
Public Comment can be sent to CountyAdmin@co.dakota.mn.us**



Board of Commissioners

Request for Board Action

Item Number: DC-4718	Agenda #: 4.1	Meeting Date: 7/29/2025
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Approval of Agenda (Additions/Corrections/Deletions)



Board of Commissioners

Request for Board Action

Item Number: DC-4719

Agenda #: 5.1

Meeting Date: 7/29/2025

Approval of Minutes of Meeting Held on July 8, 2025



Dakota County

Board of Commissioners

Minutes

Tuesday, July 8, 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: 25-319
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Laurie Halverson

Second: William Droste

Ayes: 7

CONSENT AGENDA

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

5. County Administration - Approval of Minutes

5.1 Resolution No: 25-320
Approval of Minutes of Meeting Held on June 24, 2025

Motion: Mary Hamann-Roland

Second: Liz Workman

Ayes: 7

6. Items Recommended by Board Committee*

6.1 Resolution No: 25-321

Authorization To Execute Third Contract Amendment With The Boldt Company For Construction Manager/General Contractor Services For Phase II Of Byllesby Dam Water-To-Wire Development Project And Amend Total Project Budget

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, by Resolution No. 15-532 (October 20, 2015), the Dakota County Board of Commissioners authorized staff to execute a contract for preliminary design tasks on a turbine upgrade project to replace the existing century-old equipment in the dam; and

WHEREAS, to complete this project, County staff developed a team including an engineering consultant to provide project design, a turbine manufacturer to provide turbine and generation equipment in a complete package (e.g., water-to-wire equipment), and a general contractor for installation of the equipment and modification to the powerhouse structure; and

WHEREAS, due to the complexities in the design, construction, and installation of the water-to-wire facilities, including new turbines and generators to maximize the electric power output of the dam in the future, staff concluded that the standard low bid methodology of awarding the construction contract was not appropriate and was unlikely to provide the best value to the County; and

WHEREAS, by Resolution No. 18-538 (October 23, 2018), in accordance with the authority granted in Minn. Stat. 130G.535, the County Board approved utilizing a special type of contractor relationship that provides both construction management and general contractor services on the project and allows staff to develop and solicit a request for qualification for services; and

WHEREAS, by Resolution No. 19-773 (October 29, 2019), the Dakota County Board of Commissioners authorized the execution of a contract with The Boldt Company to perform Construction Manager/General Contractor Services related to the redevelopment of the site for the project; and

WHEREAS, by Resolution No. 21-368 (July 20, 2021), the County Board authorized the execution of a contract with The Boldt Company to perform Construction Manager/General Contractor Services for Phase II of the development project; and

WHEREAS, by Resolution No. 22-286 (July 19, 2022), the County Board authorized the first amendment to the contract, bringing the total contract value to a not-to-exceed amount of \$22,652,875.42; and

WHEREAS, by Resolution No. 24-247 (May 21, 2024), the County Board authorized the second amendment to the contract, bringing the total contract value to a not-to-exceed amount of \$26,335,502.01; and

WHEREAS, the current amendment in the amount of \$1,300,000 is necessary to cover costs associated with dam safety, electrical and mechanical supporting components, and high voltage interconnection work associated with selling power on the open market to increase dam revenues and reduce the project payback period; and

WHEREAS, staff recommends execution of a third contract amendment with The Boldt Company, bringing the total contract amount to \$27,635,502.01 and including an amendment of the overall project budget in the amount of \$2,414,929, bringing the total project budget to \$50,546,365.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a third contract amendment with The Boldt Company to provide Construction Manager/General Contractor services for Phase II of the Byllesby Dam Water-To-Wire Redevelopment Project in the amount not to exceed \$27,635,502.01 and amend the overall project budget, totaling \$2,414,929 subject to the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2025 Byllesby Dam Capital Improvement Program Budget as follows:

Revenue

Environmental Legacy Fund

\$2,414,929

Total Revenue

\$2,414,929

Expense

Byllesby Dam Water-to-Wire (BD0008)

\$2,414,929

Total Expense

\$2,414,929

Ayes: 7

6.2 Resolution No: 25-322

Authorization To Allocate Local Affordable Housing Aid Funds To Dakota County Community Development Agency And Amend 2025 Non-Departmental Budget

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, Local Affordable Housing Aid (LAHA) is aid to metropolitan local governments of seven counties, including Dakota County, and 63 cities; and

WHEREAS, LAHA is funded through a dedicated sales tax in the seven-county metropolitan area; and

WHEREAS, during the 2025 budget process, the County Board approved a budget of \$4.9 million of LAHA funding that included investments for Emergency Rental Assistance, Apartment Services, Prevention and Navigation Services, Housing Clinic, Family Voucher Program, and Permanent Supportive Housing and Rapid Re-Housing Services; and

WHEREAS, based on LAHA revenues to date, staff projects annual LAHA revenues of \$9,800,000; and

WHEREAS, during the October 22, 2024, Community Services Committee meeting, the Board gave direction to budget 50 percent of LAHA in the Dakota County Social Services budget and hold 50 percent for future discussion of Community Development Agency (CDA) allocation; and

WHEREAS, Board authorization is needed to budget and distribute LAHA funds to the CDA in 2025 for qualifying projects, consistent with the County's Housing Business Plan; and

WHEREAS, the CDA's proposed Fiscal Year (FY) 2025-2026 budget will include the appropriated LAHA funds for eligible activities and projects; and

WHEREAS, staff will also briefly discuss options for the 2026 allocation process.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to accept Local Affordable Housing Aid (LAHA) funding; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2025 Non-Departmental Budget as follows:

Expense

Community Development Agency Allocation \$4,900,000

Total Expense **\$4,900,000**

Revenue

LAHA Funding \$4,900,000

Total Revenue **\$4,900,000**

Ayes: 7

7. Central Operations

7.1 Resolution No: 25-323

Authorization To Amend Contract With EarthSoft, Inc., For Data Migration Services And Annual Licensing Agreement

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, the Environmental Resources Department has purchased software

from EarthSoft, Inc., to better manage the well water and chemistry data collected over the years from wells located within Dakota County; and

WHEREAS, staff proposes to amend the contract for Professional Services and increase the contract maximum by \$60,120 for purposes of additional historical data migration; and

WHEREAS, staff proposes to amend the contract to cover annual license and maintenance costs for the term beginning on December 1, 2025 and ending on November 30, 2027 for an additional contract maximum increase of \$22,156; and

WHEREAS, funding for the data migration services project is available in the Physical Development Division Budget Incentive Program (\$60,120), and cost for the 2025 annual subscription and maintenance agreement renewal (\$22,156) is available in the Physical Development Division Operating Budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to amend the contract with EarthSoft, Inc., for a total amount of \$82,276 for data migration services, and subscription and maintenance of the environmental data management software, 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 Deputy County Manager to execute amendments with Earthsoft, Inc., not to exceed a total contract amount of \$133,457, for annual licensing and maintenance of the environmental data management software and accompanying modules through November 30, 2028, subject to approval by the County Attorney's Office as to form.

Ayes: 7

7.2 Resolution No: 25-324

Authorization To Execute Contract With Lodestar Solutions For IBM Cognos Reporting Software Licensing

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, the County's current contract for Cognos licensing ends on July 31, 2025; and

WHEREAS, licensing costs for the County's Enterprise Resource Planning System, Dakota Connect, continue to increase; and

WHEREAS, County licensing for Dakota Connect can be reduced where business staff can get financial data through Cognos reports verses through Dakota Connect.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of

Commissioners hereby authorizes the Deputy County Manager to execute a contract with Lodestar Solutions for IBM Cognos Reporting Software licensing from August 1, 2025, through July 31, 2028, in the amount of \$109,905 subject to approval by the County Attorney's Office as to form.

Ayes: 7

7.3 Resolution No: 25-325

Authorization To Adopt Amendments To Dakota County 2025 Fee Schedule

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, Social Services recommends that the County Board adopt amendments to the fee schedules for 2025 to include Family Child Care licensing fees; and

WHEREAS, the County Board adopted the 2025 Fee Schedule by Resolution No. 24-503 (October 29, 2024); and

WHEREAS, the authority to collect licensing fees for Family Child Care licenses is delegated to the counties under Minnesota Statutes, section 142B.12; and

WHEREAS, in 2023, the legislature appropriated funding to cover licensing fees for family child care providers for fiscal years 2024 and 2025 and this period will come to an end on June 30, 2025; and

WHEREAS, previous communication from the Minnesota Department of Human Services (DHS) stated that from July 1, 2025, licensing fees would be collected by DHS through a centralized child care provider hub; and

WHEREAS, due to changes in the timeline for the rollout of the hub, DHS has recently informed counties that they will need to resume collecting fees for new applicants starting July 1, 2025; and

WHEREAS, later this year, counties will also need to collect licensing fees for providers to renew their licenses on January 1, 2026; and

WHEREAS, Social Services recommends that the fee schedule be modified to add the following: Family Child Care Licensing, New Inspection (for one-year license): \$50; Inspection Renewal (for two-year license): \$100.

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

Family Child Care Licensing:

- New Inspection (for one-year license) fee is \$50
- Inspection Renewal (for two-year license) fee is \$100

; and

BE IT FURTHER RESOLVED, That the proposed fee schedules will be implemented effective July 1, 2025.

Ayes: 7

8. County Board/County Administration

8.1 Resolution No: 25-326

Authorization To Accept 2024 State Bond Funding, Ratify Grant Agreement Execution, And Amend 2025 Capital Improvement Project Budget

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, the Minnesota Legislature held its 2024 session from February 12 to May 20, 2024; and

WHEREAS, the Dakota County Board of Commissioners adopted a legislative platform which included positions of support for the use of state funding for priority capital projects for the 2024 State Legislative Session; and

WHEREAS, during the 2024 legislative session, the Minnesota Legislature authorized \$500,000 in state funding for the Energy Improvement Initiatives project; and

WHEREAS, the project was underway during the 2024 session and was substantially complete in March 2025; and

WHEREAS, the work included solar arrays at four locations, LED lighting in approximately half of the County facilities that were previously fluorescent, and HVAC retro commissioning at the Northern and Western Service Centers; and

WHEREAS, the contract for the work guarantees annual energy savings of \$304,941 in the first year, which escalates over time as utility rates increase.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to ratify the grant agreement with the Commissioner of Commerce and to accept \$500,000 in 2024 state funding for costs associated with the 2025 Capital Improvement Program budget; and

BE IT FURTHER RESOLVED, That the 2025 Facilities Capital Improvement Program is hereby amended as follows:

Revenue

County Funding (Energy Improvements Initiative Project)	(\$500,000)
State Bonding - Energy Improvements Initiative Project	<u>\$500,000</u>
Total Revenue	\$0

Ayes: 7

- 8.2** Resolution No: 25-327
Authorization To Amend Location Of Budget Workshop

Motion: Mary Hamann-Roland

Second: Liz Workman

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby amends the meeting location of the July 23, 2025 budget workshop to the Empire Maintenance Facility, conference room W 137, 2800 160th Street West, Rosemount, MN 55068; scheduled from 11:00 a.m. - 4:30 p.m.

Ayes: 7

- 8.3** Resolution No: 25-328
Acceptance Of Resignation From Member Of Planning Commission

Motion: Mary Hamann-Roland

Second: Liz Workman

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts the resignation received by John Wallace, District 5 representative on Planning Commission, and authorizes staff to begin the process to fill the vacancy.

Ayes: 7

9. Community Services

- 9.1** Resolution No: 25-329
Authorization To Submit Transportation Coordination Grant Proposal To Minnesota Department Of Transportation To Improve Access To Transportation Services And Public Transportation Alternatives To Seniors And Persons With Disabilities, And If Awarded, Accept Grant Funds And Execute Grant Agreement, And Provide Local Share

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, since 2018, Dakota County has received Federal Transit Administration (FTA) Section 5310 Elderly and Disabled Assistance (Section 5310) grant funds from the Minnesota Department of Transportation (MnDOT) to utilize mobility management strategies to increase coordination efforts and improve mobility access to older adults and persons with disabilities in Dakota County; and

WHEREAS, by Resolution No. 23-305 (July 18, 2023), the Dakota County Board of Commissioners authorized the County Manager to execute the grant with MnDOT to continue grant funding through December 31, 2025; and

WHEREAS, Dakota County is currently administering Transit Coordination Assistance Project (TCAP) work through GoDakota; and

WHEREAS, continued grant funding through MnDOT with the local match will allow for the continued commitment of the TCAP work in Dakota County through GoDakota activities, programs and projects; and

WHEREAS, MnDOT is issuing a request for proposals, that requires respondents receive Board approval prior to submission; and

WHEREAS, Dakota County intends to submit a proposal and therefore is requesting authorization to submit a 2026-2027 MnDOT FTA Section 5310 TCAP grant proposal for funding in an amount up to \$638,747 in grant funds plus a \$159,686 (20 percent) County match for a total project cost of \$798,433 for the period of January 1, 2026 through December 31, 2027; and

WHEREAS, if awarded, Dakota County will accept grant funds and execute a grant agreement with MnDOT.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to submit a grant proposal to the Minnesota Department of Transportation (MnDOT) for a Federal Transit Administration Section 5310 Transit Coordinator Assistance Program grant to improve access to transportation services and public transportation alternatives for seniors, persons with disabilities, low income, and individuals who are system involved and transportation dependent; and

BE IT FURTHER RESOLVED, That if awarded, the Dakota County Board of Commissioners authorizes the Community Services Director to execute the MnDOT grant agreement and accept the grant funds in the amount awarded for the period of January 1, 2026 through December 31, 2027, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to extend the grant term up to two years after initial expiration date, accept additional grant funds, and continue grant-funded full-time equivalents, consistent with County contracting policies, and inclusion of grant funds in future yearly Recommended and Approved Budgets, subject to approval by the County Attorney's Office as to form.

Ayes: 7

9.2 Resolution No: 25-330

Authorization To Accept Minnesota Department Of Health Cannabis And Substance Use Prevention Grant Funds And Execute Grant Amendment

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, pursuant to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is, and performs the duties and exercises the powers of, a community health board under Minn. Stat. ch. 145A, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents; and

WHEREAS, during the 2023 legislative session, local and tribal public health agencies in Minnesota were allocated ongoing funding focused on cannabis

prevention beginning in state fiscal year (SFY) 2025 (Chapter 121 - MN Laws; Article 1); and

WHEREAS, when the cannabis conference report passed, it contained language changing how local and tribal cannabis funding could be spent (Chapter 121 - MN Laws; Article 3); and

WHEREAS, eligible uses of the funds include prevention of use of other substances, including cannabis; and

WHEREAS, in October 2024, Public Health was notified by the Minnesota Department of Health (MDH) of a Cannabis and Substance Use Prevention (CSUP) grant allocation; and

WHEREAS, by Resolution No. 25-038 (January 21, 2025), the County Board authorized acceptance of grant funds and execution of a grant agreement in the amount of \$283,568 for the period of November 1, 2024 through October 31, 2025; and

WHEREAS, these grant funds were awarded to all Community Health Boards throughout the state to create prevention, education, and recovery programs focusing on substance misuse prevention and treatment options, with the main focus on primary prevention of substance use/misuse; and

WHEREAS, Public Health utilized these grant funds to support the salary and benefits of a 1.0 grant-funded full-time equivalent Substance Use Prevention Specialist; and

WHEREAS, in addition, these grant funds supported 0.5 of the 1.0 full-time equivalent Public Health Supervisor for Substance Use Prevention that was approved through the 2025 budget process; and

WHEREAS, these positions create infrastructure to support a substance use prevention program that can respond to the growing needs in the community; and

WHEREAS, in June 2025, Public Health was notified by MDH that they would be releasing the CSUP grant allocations for the period of November 1, 2025 through October 31, 2026, in an amount less than year 1, but unspecified at this time; and

WHEREAS, in order for the county to receive these funds, the county must respond with a Letter of Intent for year 2 funding by July 15, 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept the grant funds and execute the Cannabis and Substance Use Prevention grant amendment with the Minnesota Department of Health for the period of November 1, 2025 through October 31, 2026, for a total grant amount not to

exceed \$283,568, 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 continue the 1.0 grant-funded, full-time equivalent position; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to extend the grant term up to two years after the amended date, accept additional grant funds, and continue grant-funded full-time equivalents, consistent with County contracting policies, and inclusion of grant funds in future yearly Recommended and Approved Budgets, subject to approval by the County Attorney's Office as to form.

Ayes: 7

10. Physical Development

10.1 Resolution No: 25-331

Authorization To Award And Execute Contract With UrbanWorks Architecture LLC For Architectural And Engineering Services Required For Administration Center And Northern Service Center Kitchenettes And Break Spaces Project

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, the 2025 Building Capital Improvement Program Adopted Budget authorized the Administration Center (ADC) and Northern Service Center (NSC) Kitchenettes and Break Spaces project; and

WHEREAS, staff issued a request for proposals for architectural and engineering services on May 8, 2025; and

WHEREAS, staff received six architectural and engineering services proposals, and staff interviewed three design teams for this project; and

WHEREAS, staff unanimously recommends UrbanWorks Architecture LLC as the firm to provide architectural and engineering services required for the ADC and NSC Kitchenettes and Break Spaces project; and

WHEREAS, UrbanWorks Architecture LLC has submitted a total fee proposal for \$139,500 for architectural and engineering services including reimbursables.

NOW THEREFORE BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with UrbanWorks Architecture LLC for the Administration Center and Northern Service Center Kitchenettes and Break Spaces project for a combined fixed fee of \$138,500 and a reimbursable cap of \$1,000, subject to approval by the County Attorney's Office as to form.

Ayes: 7

10.2 Resolution No: 25-332

Authorization To Accept Grant Funds From Mississippi National River And Recreation Area For Current Mississippi River Greenway Projects And Amend 2025 Capital Improvement Program Budgets

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, in 2022, Dakota County requested \$668,000 to the Mississippi National River and Recreation Area (MNRRA) for consideration to include in their Five-Year Alternative Transportation System Plan; and

WHEREAS, Dakota County is within the MNRRA and can request up to 20 percent of project costs that are eligible for Federal Lands Transportation Program (FLTP) Alternative Transportation Program (ATP) funding; and

WHEREAS, the funding received will be used to fund wayfinding, interpretation, and trail safety improvements along the Mississippi River Greenway.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to accept funding from the Federal Lands Transportation Program Alternative Transportation Program and execute grant agreements as to form by the Dakota County Attorney's Office.

BE IT FURTHER RESOLVED, That the 2025 Parks Capital Improvement Program is hereby amended as follows:

Expense

MRGW - Wayfinding, Landscape (2000232)	<u>\$168,000</u>
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Total Expense	\$168,000
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Revenue

FLTP (DOI) - MRGW - Wayfinding project (2000232)	<u>\$168,000</u>
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Total Revenue	\$168,000
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BE IT FURTHER RESOLVED, That the 2025 Transportation Capital Improvement Program is hereby amended as follows:

Expense

CP 56-14	<u>\$500,000</u>
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Total Expense	\$500,000
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Revenue

FLTP (DOI) - CP 56-14	<u>\$500,000</u>
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Total Revenue	\$500,000
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Ayes: 7

10.3 Resolution No: 25-333

Authorization To Amend Agricultural Easement On Gerald E. Taylor Revocable Living Trust And Mary E. Taylor Revocable Living Trust Property In Sciota Township

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, the Gerald E. Taylor Revocable Living Trust and Mary E. Taylor Revocable Living Trust (Taylor Trust) own 78.94 acres (Parcel Identification Number 35-02200-04-011) in Sciota Township; and

WHEREAS, in 2009, the trustees of the Taylor Trust submitted an agricultural easement (Easement) application to Dakota County's 2010 Farmland and Natural Area Program; and

WHEREAS, by Resolution No. 10-130 (February 23, 2010), the Dakota County Board of Commissioners (County Board) authorized staff to submit a funding application, including the Taylor Trust property, to the 2010 federal Farm and Ranch Lands Protection Program (FRPP); and

WHEREAS, the FRPP subsequently approved matching funds for the six agricultural easements, including the Easement on the Taylor Trust property; and

WHEREAS, by Resolution No. 11-319 (June 28, 2011), the County Board approved the acquisition of a 53.4-acre Easement on the Taylor Trust property; and

WHEREAS, by Resolution No. 11-319 (June 28, 2011), the County Board approved the acquisition of the six agricultural easements, including a 54.3-acre Easement on the Taylor Trust property; and

WHEREAS, the Easement on the Taylor Trust property was acquired on December 1, 2011, and recorded as Document No. 2837130 on December 16, 2011; and

WHEREAS, in April 2025, the Taylor Trust contacted County staff to request minor changes to the Easement boundary in preparation for a proposed future parcel subdivision; and

WHEREAS, the requested boundary change would add a portion of a spring-fed creek and approximately 0.4 acres of cultivated land to the Easement area while subtracting an equivalent amount of former pasture; and

WHEREAS, the proposed boundary change would be located three feet outside of the existing fence line along the eastern portion of the Easement exception area to create a more easily distinguishable boundary and result in no net change to the Easement acres; and

WHEREAS, the revised legal description of the Easement is as A permanent agricultural conservation easement over and across the following described property:

The East Half of the Northeast Quarter of Section 22, Township 112 North, Range 19 West, Dakota County, Minnesota, EXCEPT the east 157.00 feet of the north 281.00 feet of said East Half of the Northeast Quarter and also EXCEPTING that part of said East Half of the Northeast Quarter described as follows:

Commencing at the northeast corner said East Half of the Northeast Quarter of Section 22, thence South 89 degrees 26 minutes 44 seconds West, assumed bearing, along the north line of said East Half of the Northeast Quarter a distance of 1325.50 feet to the northwest corner of said East Half of the Northeast Quarter; thence South 00 degrees 01 minutes 37 seconds West along the west line of said East Half of the Northeast Quarter a distance of 509.66 to the point of beginning of the parcel to be described; thence continuing South 00 degrees 01 minutes 37 seconds West along said west line of the East Half of the Northeast Quarter a distance of 949.13 feet; thence North 89 degrees 26 minutes 44 seconds East a distance of 791.36 feet; thence North 00 degrees 40 minutes 20 seconds East a distance of 895.94 feet; thence North 50 degrees 31 minutes 40 seconds West a distance of 303.76 feet; thence North 69 degrees 53 minutes 08 seconds West a distance of 80.60 feet; thence North 01 degrees 33 minutes 32 seconds West a distance of 313.55 feet to the traveled centerline of Sciota Trail (said centerline is described below); thence southwesterly a distance of 692.44 feet along said centerline to the point of beginning.

And also EXCEPTING from the permanent agricultural conservation easement the following described parcels:

The east 55.00 feet of said East Half of the Northeast Quarter of Section 22 for public road purposes.

AND

That part of said East Half of the Northeast Quarter of Section 22 lying within 33.00 feet northerly and 50.00 feet southerly of the traveled centerline of Sciota Trail for public road purposes, said centerline of Sciota Trail is described as follows: Beginning at the northeast corner of said East Half of the Northeast Quarter of Section 22, thence South 89 degrees 26 minutes 44 seconds West, assumed bearing, along the north line of said East Half of the Northeast Quarter a distance of 339.23 feet; thence South 88 degrees 26 minutes 20 seconds West a distance of 401.27 feet; thence southwesterly a distance of 269.23 feet along a tangential curve concave to the southeast having a radius of 325.00 feet and a central angle of 47 degrees 27 minutes 51 seconds; thence South

40 degrees 58 minutes 28 seconds West tangent to said curve a distance of 431.19 feet; thence southwesterly a distance of 292.99 feet along a tangential curve concave to the northwest having a radius of 1400.00 feet and a central angle of 11 degrees 59 minutes 26 seconds and said centerline there terminating

; and

WHEREAS, Section 4.4 of the Easement allows easement boundary adjustments with written approval by the County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an amendment to the boundary of the permanent agricultural conservation easement on the Gerald E. Taylor Revocable Living Trust and Mary E. Taylor Revocable Living Trust property, subject to approval by the County Attorney's Office as to form.

Ayes: 7

10.4 Resolution No: 25-334

Authorization To Execute Agreement With Xcel Energy Inc. For Relocation Of Transmission Pole Utilities Along Harry Avenue In Lake Byllesby Park Reserve, County Project 2000458

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, to provide a safe and efficient parks and greenways system, Dakota County is proceeding with the Harry Avenue and Mills Town State Trail Realignment Project (2000458); and

WHEREAS, County Project 2000458 will entail the realignment of about 240 feet of the Mills Town State Trail, about 220 feet of Harry Avenue, and the paving of a concrete pad for interpretation in Lake Byllesby Park Reserve; and

WHEREAS, Dakota County is the lead agency for the Project; and

WHEREAS, Xcel Energy Inc. owns a transmission pole adjacent to the road and trail; and

WHEREAS, County Project 2000458's alignment was selected to improve safety for park and trail visitors in Lake Byllesby Park Reserve and the Mills Town State Trail; and

WHEREAS, Dakota County and Xcel Energy Inc. have reviewed the proposed alignments to assess the County Project's impact on Xcel Energy Inc.'s facilities; and

WHEREAS, Xcel Energy Inc. has completed its review and requires a new stub pole, span guys, and new and relocated down guywires; and

WHEREAS, Xcel Energy Inc. estimates the cost to complete their proposed

work is \$139,688, with the County to pay 100 percent of the costs; and

WHEREAS, to proceed with Xcel Energy Inc.'s proposed work, Dakota County must enter a relocation agreement with Xcel Energy Inc. and pay a down payment of \$28,863; and

WHEREAS, staff recommends execution of a relocation agreement with Xcel Energy Inc. for the estimated County cost amount of \$139,688.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to execute a relocation agreement with Xcel Energy Inc. for the necessary work on Xcel Energy Inc.'s facilities for County Project 2000458 in the amount of the actual costs currently estimated at \$139,688, subject to approval by the County Attorney's Office as to form.

Ayes: 7

10.5 Resolution No: 25-335

Authorization To Award Bid And Execute Contract With Eureka Construction, Inc. To Provide General Contractor Services For Spring Lake Park Reserve Fischer Avenue Trailhead Project

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, the 2024-2028 Park Capital Improvement Program (CIP) Adopted Budget includes a project to design and construct a trailhead along Fischer Avenue within Spring Lake Park Reserve; and

WHEREAS, since April 2024, staff have worked with a design team led by Miller Dunwiddie Architecture, Inc. to progress the design and related review process; and

WHEREAS, on August 27, 2024, the County Board approved the schematic design as presented by County staff; and

WHEREAS, Miller Dunwiddie has prepared the construction documents, posted on March 4, 2025, and advertised in the *Hastings Journal* on March 13, 2025; and

WHEREAS, one valid bid was received on April 8, 2025; and

WHEREAS, Eureka Construction, Inc. submitted a bid of \$4,235,959.55.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract with Eureka Construction, Inc., in an amount not to exceed \$4,235,959.55 for the Spring Lake Park Reserve Fischer Avenue Trailhead project, subject to approval by the MnDOT State Aid office, and County Attorney's office as to form.

Ayes: 7

10.6 Resolution No: 25-336

Authorization And Approval To Award Construction Contracts To Accomplish 2025 Parks Greenway Preservation And Parks Asset Preservation Capital Improvement Projects

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, the Dakota County Physical Development Administration Department regularly requests County Board approval for actions required to deliver projects in the adopted Capital Improvement Program (CIP); and

WHEREAS, awarding construction contracts to the lowest responsible bidder is a regular consent action item brought forward to the Board for projects in the CIP; and

WHEREAS, awards to bidders that are not the low bid would be brought to the County Board for approval; and

WHEREAS, this resolution does not alter the Board process for adopting projects in the CIP each year or the process for obtaining Board approval for professional services contracts, study recommendations, appraisals, and right of way settlements; and

WHEREAS, project updates would continue to be presented to the Board; and

WHEREAS, staff will provide the Board with a detailed list of authorized projects, including budget reference information, and provide periodic updates on executed and construction contract awards.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners delegates authority to the County Manager or designee to award construction contracts to the lowest responsible bidder, consistent with County Policies, provided sufficient funds are available for the following projects:

Parks:

- 2000230 - Greenway Preservation
- 1006040 - Parks Asset Preservation

Ayes: 7

10.7 Resolution No: 25-337

Authorization To Execute Professional Design Service Contract With SRF For Mississippi River Landing Use Area and Access Project In Spring Lake Park Reserve

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, the 2024 Parks Capital Improvement Program (CIP) Adopted Budget includes a project to design and construct the Mississippi River Landing

Use Area and Access project in Spring Lake Park Reserve; and

WHEREAS, the scope of the work includes professional design services for design through construction administration; and

WHEREAS, a Request for Proposals was prepared and issued to the public via the internet on May 22, 2025; and

WHEREAS, three proposals were received on June 12, 2025; and

WHEREAS, following the proposal evaluations, staff invited all three firms to interview for this project on June 24, 2025; and

WHEREAS, following the interviews, staff reached a unanimous decision to recommend SRF as the consultant firm to provide the specified professional design services for this project; and

WHEREAS, SRF has submitted a total fee proposal of \$315,221.50 for professional design services.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Director to execute a contract with SRF to perform professional services for Mississippi River Landing Area and Access Project in Spring Lake Park Reserve in an amount not to exceed \$315,221.50, subject to approval by the County Attorney's Office as to form.

Ayes: 7

10.8 Resolution No: 25-338

Authorization To Execute Contract Amendment With S.M. Hentges & Sons, Inc. For Construction Services For Minnesota River Greenway Fort Snelling Segment In Burnsville And Eagan

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, the Minnesota River Greenway runs along the south side of the Minnesota River in Eagan and Burnsville, extending from I-35W in Burnsville to Lilydale Regional Park in St. Paul; and

WHEREAS, by Resolution No. 11-516 (October 18, 2011), the Dakota County Board of Commissioners adopted the Minnesota River Greenway Plan; and

WHEREAS, the rapidly developing and robust recreational network that has developed in the area has created increased demand for completion of the trail connection between the recently constructed Lone Oak Trail Head, the Cedar Nicols Trailhead, and the Minnesota River Greenway Black Dog Segment to the west; and

WHEREAS, by Resolution No. 23-423 (September 26, 2023), the Dakota County Board of Commissioners authorized execution of a contract with S.M.

Hentges & Sons, Inc. for construction service for the trail portion of the Fort Snelling segment of the Minnesota River Greenway in an amount not to exceed \$8,866,975.35; and

WHEREAS, construction of the trail began in December 2023 but was suspended due to insufficient permitting clearances related to a cultural site within the project area; and

WHEREAS, progress towards construction of the trail was further set back due to severe flooding of the project area, resulting in damage to construction materials; and

WHEREAS, these incidents resulted in a delay of one year and increased costs for mobilization, restoration, cultural site protection, wage inflation, and additional materials required to address the stoppage, reauthorize the project, and continue with construction in 2025; and

WHEREAS, these additional costs have prompted a total of 12 change orders to the contract with S.M. Hentges & Sons, Inc. to facilitate required actions and allow for construction to continue.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes its Parks Director to amend a contract with S.M. Hentges & Sons, Inc. to an amount not to exceed \$11,876,677.61.

Ayes: 7

10.9 Resolution No: 25-339

Authorization To Execute Cooperative Construction Agreement With Minnesota Department Of Transportation For County State Aid Highway 42 (145th Street) At Trunk Highway 52 Interchange Improvements In Rosemount, County Project 42-174

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 42-174; and

WHEREAS, CP 42-174 includes signalization of the TH 52 and CSAH 42 ramps, turn lane additions, and geometric modifications; and

WHEREAS, the County is the lead agency for the Project; and

WHEREAS, execution of Cooperative Construction Agreement No. 1060247 will define right of way use, contract award, and construction, and signal maintenance responsibilities for CP 42-174.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute Agreement No. 1060247 with the Minnesota Department of Transportation to

define right of way use, contract award, construction, maintenance responsibilities for the County State Aid Highway 42 traffic signals at the Trunk Highway 52 ramps, subject to approval by the County Attorney's Office as to form.

Ayes: 7

10.10 Resolution No: 25-340

Approval Of Final Plats Recommended By Plat Commission

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, new subdivisions adjoining County highways are reviewed under the Dakota County Contiguous Plat Ordinance No. 108; and

WHEREAS, the Plat Commission examines plats prior to County Board approval; and

WHEREAS, the Plat Commission has reviewed and recommends approval of the final plats by the County Board; and

WHEREAS, the final plat approval by the County Board is subject to the conditions established by the Plat Commission review; and

WHEREAS, the following plats below require approval by their respective City Council prior to the recording of the plats.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the following final plats:

ASPEN FIELDS Rosemount

Ayes: 7

11. Public Services and Revenue

11.1 Resolution No: 25-341

Approval Of Application For Off-Site Gambling For Lakeville Lions Club

Motion: Mary Hamann-Roland

Second: Liz Workman

WHEREAS, off-site gambling permits are issued by the Minnesota Gambling Control Board; and

WHEREAS, the Minnesota Gambling Control Board requires County approval of an application when the gambling premises are located in a township; and

WHEREAS, an application to conduct off-site gambling at Dakota County Fairgrounds in Castle Rock Township from August 4-10, 2025 has been submitted by the Lakeville Lions; and

WHEREAS, Castle Rock Township approved the application on June 10, 2025;

and

WHEREAS, the Dakota County Board of Commissioners is the local governing body having jurisdiction over the proposed gambling activity.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the application from Lakeville Lions to conduct off-site gambling activities at the Dakota County Fairgrounds in Castle Rock Township from August 4-10, 2025.

Ayes: 7

REGULAR AGENDA

12. Community Services

12.1 Resolution No: 25-342

Proclamation Of Pretrial, Probation, And Parole Supervision Week In Dakota County July 20-26, 2025

Motion: Joe Atkins

Second: Mary Hamann-Roland

Community Corrections Director Suwana Kirkland briefed this item and responded to questions. Suwana recognized the staff that works in these roles and expressed appreciation and gratitude for the hard work they do.

WHEREAS, every year on the third full calendar week of July, Pretrial, Probation, and Parole Supervision Week is celebrated to recognize the hard work of people involved in community corrections; and

WHEREAS, Pretrial, Probation, and Parole Supervision Week honors all community corrections workers across the country who spend their days working to improve outcomes both for the individual they are supervising and for the public safety of our communities; and

WHEREAS, probation officers are an essential part of the criminal justice system, upholding the law with dignity, while recognizing the right of the public to be safeguarded from criminal activity; and

WHEREAS, probation officers are responsible for supervising adults and juveniles in the community; and

WHEREAS, they are trained professionals who provide services and referrals to clients, by working in partnership with community agencies and groups and promoting prevention, intervention, and advocacy on behalf of the clients they supervise; and

WHEREAS, probation officers support victims, promote restorative justice, and help individuals make meaningful changes; and

WHEREAS, probation officers serve as a driving force for safer and stronger communities in Dakota County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby proclaims July 20-26, 2025, as National Pretrial, Probation, and Parole Supervision Week in Dakota County, honoring and recognizing probation officers for their service and dedication to caring for and improving the wellbeing of Dakota County residents.

Ayes: 7

12.2 Resolution No: 25-343

Authorization To Apply For Minnesota Department Of Health Statewide Health Improvement Partnership Grant, Accept Funds and Execute Grant Agreement

Motion: Laurie Halverson

Second: Mary Hamann-Roland

Interim Public Health Director Gina Pistulka and Deputy Public Health Director Erin Carder briefed this item and responded to questions.

WHEREAS, pursuant to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is, and performs the duties and exercises the powers of, a community health board under Minn. Stat. Ch. 145A, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents; and

WHEREAS, in 2008, the Statewide Health Improvement Program (SHIP) was signed into law as an integral public health component of the Minnesota Health Reform Initiative; and

WHEREAS, the statewide focus was to implement policy, systems, and environmental changes aimed at reducing obesity and tobacco use to reduce the statewide burden of chronic disease and decrease health care costs; and

WHEREAS, Dakota County has received funding through this grant since 2009; and

WHEREAS, applications for the next five-year grant are due to the Minnesota Department of Health (MDH) by August 15, 2025; and

WHEREAS, on June 2, 2025, the County received an estimated award letter from MDH for an estimated annual award of \$778,431 for the period of November 1, 2025 to October 31, 2030; and

WHEREAS, MDH stated that “While SHIP grants are on a five-year basis, only the first year of funding has been determined at this time; funding is also contingent on legislative approval each biennium and the MDH reserves the right to change funding amounts based on the total appropriated to SHIP each biennium”; and

WHEREAS, MDH requires grantees to work on strategies in the areas of schools, workplaces, food access, active living, commercial tobacco reduction and health care; and

WHEREAS, proposed strategies will be developed upon execution of a contract and will be tailored based on the Dakota County Public Health (DCPH) Community Health Assessment and the DCPH Community Health Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to submit a grant application to the Minnesota Department of Health for Statewide Health Improvement Partnership Grant funds for the period of November 1, 2025 through October 31, 2030; and

BE IF FURTHER RESOLVED, That if awarded, the Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept the grant funds and execute the grant agreement for the period of November 1, 2025 to October 31, 2030, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to extend the grant term up to two years after initial expiration date, accept additional grant funds, and continue grant-funded full-time equivalents, consistent with County contracting policies, and inclusion of grant funds in future yearly Recommended and Approved Budgets, subject to approval by the County Attorney's Office as to form.

Ayes: 7

13. Interagency Reports/Commissioner Updates

Interagency reports and Commissioner updates were presented.

14. County Manager's Report

Deputy County Manager David McKnight highlighted the Governor's 2024 Gold Achievement Award for excellence in workplace safety by the Minnesota Safety Council. This award reflects the County's commitment to staff safety and effective claims management. Risk and Homeland Security Manager Jenny Groskopf was present and thanked her staff as well as partners across all divisions and departments in the County.

15. Information

15.1 Information

See Attachment for future Board meetings and other activities.

16. Adjournment

16.1 Resolution No: 25-344
Adjournment

Motion: Mary Hamann-Roland

Second: Laurie Halverson

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Halverson, the meeting was adjourned at 9:30 a.m.

Ayes: 7

Mike Slavik
Chair

ATTEST

Heidi Welsch
County Manager



Board of Commissioners

Request for Board Action

Item Number: DC-4629

Agenda #: 6.1

Meeting Date: 7/29/2025

DEPARTMENT: Central Operations Administration

FILE TYPE: Consent Action

TITLE

Review And Approval Of Disability Advisory Council Priorities

RESOLUTION

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.



Board of Commissioners

Request for Board Action

Item Number: DC-4045

Agenda #: 6.2

Meeting Date: 7/29/2025

DEPARTMENT: Social Services-Children & Family Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract For Community Resource Center Coordinating Agency Services

RESOLUTION

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.



Board of Commissioners

Request for Board Action

Item Number: DC-4238

Agenda #: 6.3

Meeting Date: 7/29/2025

DEPARTMENT: Community Corrections

FILE TYPE: Consent Action

TITLE

Update On Sunsetting Of Adult Probation Fees And Approval Of Plan To Minnesota Department Of Corrections

RESOLUTION

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.



Board of Commissioners

Request for Board Action

Item Number: DC-4627

Agenda #: 6.4

Meeting Date: 7/29/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Approval Of Schematic Design For Miesville Ravine Park Reserve Site Improvement Project

RESOLUTION

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.



Board of Commissioners

Request for Board Action

Item Number: DC-3255

Agenda #: 6.5

Meeting Date: 7/29/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Adoption Of 2050 Parks, Greenways, And Natural Systems Vision Plan

RESOLUTION

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.



Board of Commissioners

Request for Board Action

Item Number: DC-4717	Agenda #: 7.1	Meeting Date: 7/29/2025
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DEPARTMENT: Finance
FILE TYPE: Consent Information

TITLE
Report On Invoices Paid In June 2025

PURPOSE/ACTION REQUESTED
Receive a report on invoices paid during June 2025.

SUMMARY
Minn. Stat. § 375.18 requires that all claims paid must be presented to the County Board for informational purposes.

A copy of the June 2025 Paid Invoice Report, excluding payroll and Community Services client and provider payments, is on file with the Clerk to the Board.

Payments for the month ending June 30, 2025, total \$217,883,201.

The following is a summary of the major payments for the month.

Major Categories	Amount	Explanation
Benefit deductions from employee payroll	\$2,612,860	Retirement accounts, PERA, health & dental
Payments to other governments	\$196,486,891	Pass through payments - taxes, fees
Materials & supplies	\$106,323	Highway, Parks, Buildings material/supplies
Overall support of departments	\$2,472,197	Insurance, maintenance agreements, office equip
Services to citizens & clients	\$3,221,717	Major client services contract
All other expenses	\$4,390,355	BIP, CEP, and misc.
Capital projects	\$8,592,858	Highway & building construction
	\$217,883,201	

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: 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: Will Wallo

Author: Jan Larson



Board of Commissioners

Request for Board Action

Item Number: DC-4728

Agenda #: 8.1

Meeting Date: 7/29/2025

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointment To Planning Commission

PURPOSE/ACTION REQUESTED

Appoint individual to vacant term on the Planning Commission. Two terms are vacant.

SUMMARY

The Planning Commission reviews plans and proposals and makes policy recommendations to the County Board in the following areas; transportation, transit, parks, trails and greenways, land conservation, water resources, and environmental management. The Planning Commission may review capital projects or be asked by the County Board to address emerging issues that impact the physical or natural infrastructure of Dakota County. In addition, the Planning Commission considers conditional use permits in the shoreland and floodplain areas of Dakota County.

Membership: 14 members; 2 individuals/district
Meetings: Monthly or as necessary
Location: Western Service Center, Apple Valley
Term: 1 year
Term Limit: None

The 2025 membership, as appointed by the County Board, is as follows:

District	First	Last	Expiration	Term
1	Dennis	Peine	1/6/26	4
1	Jerry	Rich	1/6/26	8
2	Amy	Hunting	1/6/26	10
2	Lori	Hansen	1/6/26	12
3	Jill	Smith	1/6/26	13
3	VACANT		1/6/26	0
4	Paul	Nasvik	1/6/26	1
4	Barry	Graham	1/6/26	13
5	Abdinasir	Ibrahim	1/6/26	2
5	VACANT		1/6/26	0
6	Stephen	Shurts	1/6/26	2
6	James	Guttmann	1/6/26	9
7	Anthony	Nelson	1/6/26	18
7	Kelly	Kausel	1/6/26	3

RECOMMENDATION

Staff recommends individual be appointed to vacant term. Any application(s) were distributed to the Board for review. Appointments to vacant terms can be filled at any time throughout the year.

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 appoints the following individual to the Planning Commission to fill a one-year term ending January 6, 2026:

District 5, Andrea Vaubel

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Application(s) (distributed to Board only)

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: Heidi Welsch

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-4761

Agenda #: 8.2

Meeting Date: 7/29/2025

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Authorization To Amend 2025 County Board/Committee Of The Whole Meeting Schedule

PURPOSE/ACTION REQUESTED

Amend the 2025 County Board/Committee of the Whole meeting schedule to amend the Physical Development Committee of the Whole and Community Services Committee of the Whole meetings on August 19, 2025 and schedule a Budget Workshop.

SUMMARY

Since adopting the 2025 meeting schedule, staff have reviewed the current meeting schedule and are recommending meeting schedule changes.

RECOMMENDATION

Staff recommend that the August 19, 2025 Physical Development Committee of the Whole and Community Services Committee of the Whole be canceled. Staff recommend scheduling a budget workshop on August 19, 2025 at 9:00 a.m., Administration Center, conference room 3A, Hastings.

EXPLANATION OF FISCAL/FTE IMPACTS

- | | | |
|--|---|--------------------------------|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | <input type="checkbox"/> New FTE(s) requested | |

RESOLUTION

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.

PREVIOUS BOARD ACTION

24-476; 9/24/24

25-006; 1/7/25

25-118; 3/11/25

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: Heidi Welsch

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-4708

Agenda #: 9.1

Meeting Date: 7/29/2025

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize the discontinuation of the Board Appointed Opioid Response Advisory Committee and amendment to Dakota County Policy No. 1015 - Advisory Committees.

SUMMARY

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). The ORAC commenced in October 2023 to support the development of a comprehensive and effective countywide response to the opioid crisis. Since its inception, ORAC has provided recommendations to the County Board on the use of opioid settlement funds for external projects and initiatives.

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. 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. Additionally, at the April CSC meeting, the County Board gave direction to end the ORAC. Given this directive and in accordance with County Policy No. 1015 (Attachment: Dakota County Policy 1015), staff is recommending formal authorization to discontinue the Board appointed ORAC as of December 31, 2025, and amend Dakota County Policy No. 1015.

RECOMMENDATION

Staff recommends authorization to discontinue the Board Appointed Opioid Response Advisory Committee effective December 31, 2025, and amend Dakota County Policy No.1015.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

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.

PREVIOUS BOARD ACTION

23-277; 6/20/23

25-200; 4/22/25

ATTACHMENTS

Attachment: Dakota County Policy 1015

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: Gina Pistulka

Author: Erin Carder



Policy 1015 Advisory Committees

Version: 3.1

Effective Date: 8/29/2023

Board or Administrative: Board

Policy Statement

Dakota County advisory committees are composed of members from the public to serve a statutory, policy, and/or operational purpose.

These committees support County government for a variety of purposes including, but not limited, to:

1. To seek advice from members of the public in the decision-making processes of the County Board.
2. To meet requirements of state law.
3. To ask residents to help define community standards and norms.
4. To provide technical expertise in certain areas.
5. To serve as advocates for the County.
6. To provide an independent sounding board for issues, ideas, and policy matters.
7. To reflect the diverse interests of County clientele and residents.

Some committees have specific staff assigned and designated to support their function. The function and reporting relationships vary from committee to committee.

This policy does not include internal, professional, intergovernmental, or other non-public committees or groups.

Definitions

Advisory Committee: A committee, workgroup, or board made up of members of the public, established for the purpose of advising the County Board or County Staff, and that has regularly scheduled meetings and defined membership.

Per Diem: A lump sum payment established by County Board resolution that is intended to be a substitute for reimbursement of itemized expenses for attending meetings in person.

Expenses:

- *Mileage:* The rate and circumstances applicable to county employees for traveling on official county business with a non-county-owned automobile
- *Parking:* Actual cost
- *Miscellaneous out-of-pocket:* Actual cost for items such as photocopying, long-distance telephone charges, facsimile charges, and similar items, including childcare and seminar/conference expenses
- *Meals:* The same rates applicable to county employees

Seminar/Conference Expenses: Includes seminar and conference fees, mileage, parking cost, and meals (excluding cost for alcoholic beverages) that are an integral part of the seminar/conference

Source

Authority for this policy is through the Dakota County Board of Commissioners:

- Resolution No. 97-602 as adopted on September 23, 1997
- Resolution No. 97-710 as adopted on November 18, 1997
- Resolution No. 98-17 as adopted on January 6, 1998
- Resolution No. 03-644 as adopted on December 23, 2003
- Resolution No. 05-560 as adopted on November 15, 2005
- Resolution No. 06-465 as adopted on November 14, 2006
- Resolution No. 07-19 as adopted on January 9, 2007
- Resolution No. 10-102 as adopted on February 23, 2010
- Resolution No. 10-571 as adopted on November 16, 2010
- Resolution No. 12-006 as adopted on January 10, 2012
- Resolution No. 13-009 as adopted on January 8, 2013
- Resolution No. 14-005 as adopted on January 7, 2014
- Resolution No. 14-598 as adopted on November 25, 2014
- Resolution No. 16-614 as adopted on December 13, 2016
- Resolution No. 17-534 as adopted on October 31, 2017
- Resolution No. 17-608 as adopted on November 28, 2017
- Resolution No. 23-029 as adopted on January 3, 2023
- Resolution No. 23-161 as adopted on April 25, 2023
- Resolution No. 23-277 as adopted on Jun 20, 2023

General

Roles and Relationships

Committees

Advisory committees are comprised of appointed members and may advise or report directly to the County Board or designated County Staff. Periodic committee reports may be scheduled on the appropriate County Board committee or board meeting agendas.

County Board Appointed Committees

County Board appointed advisory committees receive direction from the County Board regarding their work. Communications between the County Board and its committees are routed through the Office of the County Manager, or when a committee has a county staff person(s) assigned to it, the Staff Liaison(s).

Division and Department Appointed Committees

Division and department level appointed advisory committees receive direction from County Staff on their work. Membership is managed by designated department staff. Committee work may be reported to the County Board through appropriate County Board committee meetings or advice may be used internally to support the work of county staff.

Community Members

Individuals who are appointed to committees and serve in accordance with this policy, the committee's by-laws and any applicable statutory requirements.

Youth Members

Youth members are current high school students (including homeschooled students) living in Dakota County that are a Sophomore, Junior, or Senior at the time of their appointment to an advisory committee. Youth members have the same rights and responsibilities as adult members of advisory committees.

Ex-Officio Members

Ex-officio members of any committee are non-voting members.

Office of the County Manager

The Office of the County Manager coordinates all staff activities for County Board appointed Advisory Committees. When applicable, the County Manager is represented at committee meetings by a staff liaison who is assigned by and responsible to the County Manager. The Office of the County Manager maintains committee membership records and coordinates appointment procedures for County Board advisory committees.

Staff Liaison

County Staff may be assigned to advisory committees by the County Manager, except for the Extension Committee and Dakota-Scott Workforce Development Board. Staff liaisons serve as the County Manager's representative to advisory committees. The principal role of the staff liaison(s) is to provide technical support and to facilitate the flow of information between the committee, County staff, the County Manager, and/or the County Board. A division or department-level advisory committee must have a staff liaison to coordinate its activities and provide information to and from division or department leadership. Other general staff responsibilities include:

- Orient and educate new committee members
- Assist in developing meeting agendas
- Prepare and maintain official minutes of meetings and other records
- Distribute committee meeting notices and agendas
- Ensure the committee's work complements County mission and goals
- Coordinate and provide information on County Board agenda items or actions that are of interest to the committee
- Provide information on committee activities to the County Board
- Research and provide background information and analysis on issues under consideration by the committee, including policy recommendations
- Provide administrative assistance such as preparing committee correspondence and reports
- Provide public notice of regular and special meetings as required by policy and law
- Support committee in the maintenance of by-laws in accordance with this policy

While the Staff Liaison is assigned to assist the committee in many ways, the committee's authority is limited and does not include directing staff for such tasks as project work, reports, or budgetary decisions; however, tasks may be undertaken on a mutually agreed basis provided the tasks are within the mission of the committee and are supporting a County Board direction or policy. If consensus cannot be achieved on the need for a particular project or task the committee desires, this is then communicated to the responsible director or County Manager, who may direct the staff to undertake the task.

Committee Chair

The designation of a committee chair varies by committee. In some cases, the County Board appoints the committee chair; in others, the committee elects its chair.

Pursuant to Board policy, the following committee chair is appointed by the County Board: Special Board of Appeal and Equalization.

Pursuant to internal by-laws, the following committee chairs are selected by their respective bodies: Library Advisory Committee, Planning Commission, Personnel Board of Appeals, Zoning

Board of Adjustment, Dakota-Scott Workforce Development Board, Extension Committee, and Public Art Advisory Committee.

Committee chair responsibilities include:

- Lead meetings in an orderly fashion
- Plan meeting agendas in cooperation with the staff liaison
- Encourage participation by all members at meetings
- Serve as a primary contact to the County Board and staff liaison

By-Laws

Each advisory committee shall have the responsibility to prepare and adopt by-laws prescribing the rules by which the committee will conduct its business. All by-laws shall be consistent with Policy 1015 and any applicable laws and regulations. All by-laws shall include an article prohibiting a member from participating in committee business where the member has a conflict of interest.

The by-laws of all advisory committees must be reviewed by the County Attorney's Office.

County Board Statement of Expectations

The Dakota County Board of Commissioners believes an advisory committee will work most productively when its members are committed and knowledgeable and work together as a team.

The County Board expects its advisory committee appointees to:

- Attend new member orientation
- Make a serious commitment to regularly attend and actively participate in the committee's work, including substantive participation in committee meetings and discussions
- Notify the staff liaison, in advance, if unable to attend a meeting
- Understand the roles and relationships of the committee, Staff Liaison, County staff, and County Board
- Become familiar with the County's and committee's role and mission
- Volunteer for and willingly accept assignments and complete them thoroughly and on time
- Stay informed about committee matters, prepare themselves well for meetings, and review and comment on minutes and reports
- Get to know other committee members and build a working relationship that contributes to consensus
- Conduct themselves in a professional manner
- Show respect for and tolerance of differing views and opinions

- Reflect the perspectives of the County's diverse constituency in committee discussions and decision-making processes, where appropriate
- Comply with the County's policy prohibiting sexual and general harassment. This policy prohibits unwelcome verbal, nonverbal, visual, or physical conduct relating to an individual's race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, status with regard to public assistance, or status as disabled which interferes with an individual's employment or volunteer service or which creates an intimidating, hostile, or offensive environment.
- Refrain from accepting gifts from individuals or organizations that do business with Dakota County in accordance with gift ban laws

Committee Identification and Establishment

County Board Appointed Advisory Committees

The following advisory committees have been established by the county board as of the date of this policy, with the membership appointed by the county board unless otherwise noted:

- ***Dakota-Scott Workforce Development Board***, established by the county board, consisting of 27 Dakota County and Scott County members serving staggered two-year terms; 15 members represent private business and the following represent the public sector:
 - Two representing organized labor
 - Three representing educational agencies, including at least one representative from a local adult basic education program approved under section 124D.52
 - Two or more representing community-based organizations
 - One or more representing economic development agencies
 - One representing public vocational rehabilitation agencies
 - One representing public employment service agencies
 - One representing public assistance agencies
- ***Extension Committee***, established by the county board, consisting of nine members. There are seven adult members, one from each commissioner district, serving staggered two-year terms, with a limit of three consecutive terms. There are also two at-large youth members, serving one-year terms with an option for a one-year extension. Youth members are limited to two one-year terms.
- ***Library Advisory Committee***, established by the county board, consisting of nine members. There are seven adult members, one from each commissioner district, serving staggered two-year terms, with a limit of three consecutive terms. There are also two at-large youth members, serving one-year terms with an option for a one-year extension. Youth members are limited to two one-year terms.

- ***Opioid Response Advisory Committee***, established by the county board, consisting of 17 members. Membership breakdown:
 - Seven lived experience representatives, one from each district appointed by their commissioner
 - Four local government representatives,
 - One from a Police Department of a city with less than 30,000 in population (nominated by the Police Chiefs of Dakota County)
 - Two city staff- one from a city with less than 30,000 population and one from a city over 30,000 in population (Nominated by Dakota County City Managers)
 - One from any fire department (nominated by the Fire Chiefs of Dakota County)
 - Three healthcare partner representatives
 - Three community partner representatives
- ***Personnel Board of Appeals***, established by the county board, consisting of four at-large members serving staggered three-year terms, with a limit of two consecutive terms.
- ***Planning Commission***, established by County ordinance, consisting of 14 members, two from each commissioner district, serving one-year terms.
- ***Public Art Advisory Committee***, established by the county board, consisting of 11 members. There are nine adult members, one from each commissioner district and two at-large, serving staggered two-year terms, with a limit of three consecutive terms. There are also two at-large youth members, serving one-year terms with an option for a one-year extension. Youth members are limited to two one-year terms.
- ***Special Board of Appeal and Equalization***, established by the county board, consisting of seven members, one from each commissioner district, serving staggered two-year terms; at least one member is an appraiser, realtor, or other person familiar with property valuation; treasurer/auditor is a non-voting member.
- ***Zoning Board of Adjustment***, established by county ordinance, consisting of 3 at-large members and 1 alternate, including at least 1 member from the Planning Commission, serving two-year terms.

Open Appointments

The notice of recruitment is released annually by the Office of the County Manager. The Office of the County Manager may also release additional notices of recruitment addressing mid-term vacancies as needed or directed by the County Board.

The Office of the County Manager notifies incumbents prior to the expiration of their terms. Appointees interested in reappointment do not need to complete a new application but should notify their county commissioner of their interest.

Applications for open appointments should be submitted to the Office of the County Manager. Applications received in response to the notice of recruitment are forwarded to the respective county commissioner or to the Board of Commissioners, as applicable, prior to County Board action. Whenever possible, the County Board makes appointments from among applicants who have submitted applications to the most recent notice of recruitment or incumbents who have expressed interest in reappointment, or those recommended as determined by committee.

In making appointments to advisory committees, the County Board does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

The Office of the County Manager notifies applicants and appointees of the County Board's appointments. In accordance with this policy members of the County Board appointed Advisory Committees may be eligible for reappointment for another term as determined by the County Board.

If a district-specific position remains vacant for 60 days, the Board may make the appointment on an at-large basis.

Notification

A copy of this policy is made available to all advisory committee appointees.

County Division and Department Appointed Advisory Committees

The County Board acknowledges there may be need for additional advisory committees which can be managed County Staff at the division or department level to advise on programs, services, or other initiatives. Any request for the creation of a division or department level advisory committee must be made to the County Board for approval. The request to establish an advisory committee should include the committee's intended purpose or requirement, rules for the appointment, the planned frequency of meetings, number of members, and planned duration as well as any other pertinent information. A list of authorized committees will be maintained by the Office of the County Manager.

The Sheriff's Office and County Attorney's Office are exempted from the requirement that Advisory Committees be County Board approved.

Reimbursement

County Board Appointed Advisory Committees

Where necessary to eliminate barriers to volunteer service, Dakota County reimburses members' expenses incurred in connection with official volunteer duties when a committee has the authorization of the County Board for reimbursement.

County Board appointees to the following committees, who are not representing a governmental unit, may receive \$50 per diem in lieu of itemized expenses for in person attendance at regular and special meetings of the committee:

- Dakota-Scott Workforce Development Board
- Extension Committee
- Library Advisory Committee
- Opioid Response Advisory Committee
- Planning Commission
- Public Art Advisory Committee
- Zoning Board of Adjustment

For those committees listed above, at the start of each appointee's term, the committee staff liaison distributes to the appointee a Statement of Representation. Each appointee signs a Statement of Representation confirming or waiving individual eligibility for per diem compensation. These forms will be used to determine per diem eligibility. The committee staff liaison retains these forms for the length of the appointee's term.

Advisory committee members who serve informally as liaisons from one advisory committee to another are not eligible to receive per diem for attendance at regular or special meetings of any committee to which they were not appointed by the County Board.

County Board appointees to the Personnel Board of Appeals receive \$50 per diem plus expense reimbursement for attendance at meetings of the Personnel Board of Appeals.

County Board appointees to the Special Board of Appeal and Equalization receive \$175 per day or \$87.50 per half-day plus mileage reimbursement for attendance at meetings of the Special Board of Appeal and Equalization.

Applicants who wish to decline or who are not eligible for a per diem must make note at the time of application.

Committee members entitled to expenses and/or per diem must make an application to the Staff Liaison and shall be included on the Monthly Expense Report. Receipts are required for all claims except for mileage, parking meter expense, and meals.

County Division and Department Appointed Advisory Committees

Division and department appointed advisory committee members do not receive per diem without specific County Board approval. The County Board may approve per diems for committees on an individual basis. A division or department may seek authorization to provide a per diem for an advisory committee. A division or department advisory committee member is not entitled to a per diem if they are appointed to the committee as a representative of another entity or employer and are receiving compensation from that entity or employer for their representation on the advisory committee.

If the Division or Department Director determines that expense reimbursement is necessary in order to eliminate barriers to participation, to achieve compliance with contractual or statutory requirements, or to compensate members for expenses incurred at the request of the Department, the Department Head may authorize reimbursement of expenses from the department budget through the use of the Monthly Expense Report. Department-appointed volunteers do not receive expense reimbursement in connection with overnight out-of-state travel except where such travel has been approved in advance by the County Board.

Eligibility for Advisory Committees

Eligible persons for advisory committees must claim their primary residence in Dakota County. Alternatively, if the committee is focused on employment or services delivery individual committee by-laws may authorize membership of those who work or provide services within, for, or in conjunction with Dakota County residents.

No paid employee of Dakota County is eligible to be appointed as a member of any advisory committee unless otherwise specified by law. Persons currently under contract with or employed by a contractor of Dakota County, at the discretion of the County Board, may be excluded from appointment.

County Board Appointed Advisory Committees

Terms

For the purpose of calculating the number of terms served by an appointee:

1. If an individual is appointed between January and June their first term will be considered to have begun on January 1 of that calendar year.
2. If an individual is appointed between July and December of their first term will be considered to have begun on January 1 of the following calendar year.

Resignations

Written or verbal resignations from County Board Advisory Committee members are forwarded to the County Manager. When a letter of resignation is received from a County Board Advisory Committee member, acceptance of the resignation is placed on the County Board consent agenda. When the resignation is accepted, the County Board authorizes the process of filling the vacancy. Mid-term resignations are filled in accordance with this Policy.

Attendance Reports

Semi-annual attendance reports are submitted by the appropriate departments to County Administration for each committee where members receive per diems. The County Manager transmits the attendance reports to the County Board.

Removal of Members

The County Manager or Staff Liaison notifies an appointee if he/she is removed from a advisory committee. A copy of this notification is also sent to the respective commissioner and committee staff liaison. The position is then vacant and to be filled in accordance with the Open Appointments Policy. A member who has been automatically removed from a advisory committee may apply for reappointment.

Automatic Removal

A. Automatic removal of an appointee to the following advisory committees occurs when an appointee is absent for three consecutive Regular or Special meetings, or 50% of the meetings, during any consecutive 12-month period:

- Extension Committee
- Planning Commission
- Public Art Advisory Committee

B. Automatic removal of appointees to the following advisory committees occurs when an appointee fails to maintain a principal residence within the county commissioner district from which he/she was appointed:

- Extension Committee (all members)
- Planning Commission (all members)
- Public Art Advisory Committee (all district-specific members)
- Special Board of Appeal and Equalization (all members)

C. Automatic removal of appointees to the following advisory committee occurs when an appointee fails to maintain a principal residence within the county:

- Personnel Board of Appeals

Removal for Cause

A. The County Board, by resolution, may remove its appointee to one of the following advisory committees where the appointee has engaged in conduct detrimental to the accomplishment of the advisory committee's mission or engages in conduct which is contrary to the County Board statement of expectations:

- Extension Committee
- Personnel Board of Appeals
- Opioid Response Advisory Committee
- Planning Commission
- Public Art Advisory Committee
- Special Board of Appeal and Equalization
- Library Advisory Committee

B. The County Board, by resolution, may remove its appointee to one of the following advisory committees where the appointee has engaged in conduct that meets the statutory or ordinance basis for removal:

- Zoning Board of Adjustment

Division and Department Appointed Advisory Committees

Management of eligible members, appointment and removal of members shall be at the discretion of County Staff managing a advisory committee in accordance with the by-laws.

Public Meeting Requirements

The following advisory committees, and any of their subcommittees, are subject to all requirements of the Minnesota Open Meeting Law, Minn. Stat. Ch. 13D:

- Dakota-Scott Workforce Development Board
- Library Advisory Committee
- Planning Commission
- Special Board of Appeal and Equalization
- Zoning Board of Adjustment

The committee staff liaison ensures compliance with the Open Meeting Law for the committees, and any of their subcommittees, listed above.

Meetings of the following advisory committees, and any of their subcommittees, although not subject to the Minnesota Open Meeting Law, will be open to the public at a physical location and may, if allow by its by-laws, permit attendance by members and the public by electronic means so long as all discussion by the members can be seen and heard by all members of the committee and the public:

- Extension Committee
- Opioid Response Advisory Committee
- Public Art Advisory Committee

The committee staff liaison provides reasonable public notice for meetings of the committees listed above.

Annual Work Plans

Committees consult, through staff liaison or committee chair, at least annually with the County Board Committees of the Whole to seek direction regarding the topics on which they will advise the County Board (annual work plan), including the schedule and method of communication with the Board.

The Personnel Board of Appeals, Special Board of Appeal and Equalization, and Zoning Board of Adjustment are exempt from this requirement.

Procedures

A list of Committees approved under this policy and procedures will be maintained by the Office of the County Manager.

History

Version	Revision Date
1.0	09/23/1997
1.1	11/18/1997
1.2	01/06/1998
1.3	12/23/2003
1.4	11/15/2005
1.5	11/14/2006
1.6	01/09/2007
1.7	02/23/2010
1.8	11/16/2010
1.9	01/10/2012
2.0	01/08/2013
2.1	11/25/2014
2.2	12/13/2016
2.3	10/31/2017
2.4	11/28/2017
3.0	4/25/2023
3.1	8/29/2023

Related Policies

Contact

Jennifer Reynolds

Sr. Administrative Coordinator to the Board

Jennifer.Reynolds@co.dakota.mn.us

Approval

Resolution No. 23-391; August 29, 2023



Board of Commissioners

Request for Board Action

Item Number: DC-4712

Agenda #: 9.2

Meeting Date: 7/29/2025

DEPARTMENT: Social Services-Housing & Community Resources

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize execution of 2025 Federal Transit Administration (FTA) Annual List of Certifications and Assurances.

SUMMARY

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.

Before the 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. The Certifications and Assurances are required annually, encompassing a wide range of funding programs overseen by the FTA.

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 Federal Transit Administration (FTA) in the federal fiscal year, as set forth in 2025 FTA Certifications and Assurances. (Attachment: 2025 FTA Certifications and Assurances). 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.

RECOMMENDATION

Staff recommends authorization to execute the 2025 FTA Annual List of Certificates and Assurances.

EXPLANATION OF FISCAL/FTE IMPACTS

Reviewing and signing off on these Certifications and Assurances is a recurring requirement in order for Dakota County to receive 5310 grant funds.

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

RESOLUTION

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.

PREVIOUS BOARD ACTION

23-305; 7/18/23

ATTACHMENTS

Attachment: 2025 FTA Certificates and Assurances

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: Robyn Bernardy

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.
- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Increased Micro-Purchase Threshold.

A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to \$50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than \$50,000, but only with the approval of the recipient’s Federal cognizant agency for indirect costs. To determine an applicant’s cognizant agency for indirect costs, consult the definition of “cognizant agency for indirect costs” in 2 CFR § 200.1.

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

- (a) The recipient’s micro-purchase threshold does not exceed \$50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
- (b) The recipient has a written justification for its micro-purchase threshold; and
- (c) The recipient has supporting documentation of any of the following:
 - (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
 - (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or
 - (3) For public institutions, a higher threshold is consistent with State law.

1.5. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification; and
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.6. Lobbying.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

1.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1.6.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1.7. Real Property Use

This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Further Consolidated Appropriations Act, 2024, Pub. L. 118-47, div. B, tit. VII, §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and thirdparty contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected

intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA’s State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant’s most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;

- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 19. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant

must select the Certifications in this Category, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 5 (Transit Asset Management Plan),
 - (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 8 (Formula Grants for Rural Areas),
 - (5) Category 14 (Alcohol and Controlled Substances Testing), and
 - (6) Category 16 (Demand Responsive Service).

CATEGORY 20. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Private Sector Protections	_____
05 Transit Asset Management Plan	_____
06 Rolling Stock Buy America Reviews and Bus Testing	_____
07 Urbanized Area Formula Grants Program	_____
08 Formula Grants for Rural Areas	_____
09 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
10 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
11 Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____

- | | | |
|----|---|--|
| 12 | State of Good Repair Grants | |
| 13 | Infrastructure Finance Programs | |
| 14 | Alcohol and Controlled Substances Testing | |
| 15 | Rail Safety Training and Oversight | |
| 16 | Demand Responsive Service | |
| 17 | Interest and Financing Costs | |
| 18 | Cybersecurity Certification for Rail Rolling Stock and Operations | |
| 19 | Tribal Transit Programs | |
| 20 | Emergency Relief Program | |

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.



Board of Commissioners

Request for Board Action

Item Number: DC-4713

Agenda #: 9.3

Meeting Date: 7/29/2025

DEPARTMENT: Social Services-Aging & Disability Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of South St. Paul for Transportation Project

PURPOSE/ACTION REQUESTED

Authorize execution of joint powers agreement (JPA) with the City of South St. Paul to fund the Let's Go Places program, including transportation provided by DARTS.

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 Let's Go Places program through the City of South St. Paul (Attachment: Solicitation Summary). 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. The Let's Go Places funding will be utilized for coordination and transportation through DARTS.

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. 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.

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. This service is wheelchair accessible and has customized pick-up times. The inclusive transportation service is estimated at \$125 per hour.

Staff is requesting authorization to execute a JPA with the City of South St. Paul from the date of execution through August 31, 2026, in an amount not to exceed \$10,000 (Attachment: Joint Powers Agreement).

OUTCOMES

How Much?

- Coordinate monthly transportation-supported outings (minimum: 1 per month) in collaboration with DARTS.
- Track number of individuals who attend accessible activities attended through the DARTS collaboration.

- Establish and support the Let's Go Places group of South St. Paul residents with disabilities to guide the choices of activities and outings that will meet on a regular basis.
- Maintain communication through multiple channels including--flyers, social media, and personal outreach.
- Secure regular occurring participation and feedback from residents to inform ongoing planning.

How Well?

By offering all-inclusive transportation, all disabled City of South St. Paul residents can participate in the activities because the transportation barrier would be removed. Residents can also be directly involved in planning activities through participation in the Let's Go Places resident council - established through the City of South St. Paul.

Is Anyone Better Off?

Participating in the activities and outings will promote friendships, build a sense of community, and create opportunities for residents with disabilities to fully engage in community life. The inclusion of people with disabilities benefits every South St. Paul resident by providing diverse relationships with those who have different viewpoints and experiences, and the chance to experience the many gifts and talents people with disabilities possess.

RECOMMENDATION

Staff recommends authorization to execute a JPA with the City of South St. Paul for transportation access for all in an amount not to exceed \$10,000 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.

- | | | |
|--|---|--------------------------------|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | <input type="checkbox"/> 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 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.

PREVIOUS BOARD ACTION

24-572; 12/3/24

ATTACHMENTS

Attachment: Solicitation Summary

Attachment: Joint Powers Agreement

BOARD GOALS

- | | |
|---|---|
| <input checked="" type="checkbox"/> Thriving People | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service |

CONTACTS

Department Head: Emily Schug

Author: Ericka Hammer

Solicitation Summary

Date of Solicitation:

March 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 to award contracts with: City of South St. Paul and Therapy OPS LLC.

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 two selected vendors submitted proposals that addressed all four 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 SOUTH ST. PAUL**

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 South St. Paul, 125 3rd Avenue North, South St. Paul, MN 55075 (“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 \$10,000.00 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:
Deb Griffith, Community Affairs Liaison
Telephone: 651-554-3230
Email: deb.griffith@southstpaul.org

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: _____

Date: _____

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

CITY OF SOUTH ST. PAUL

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. **APPEALS.** 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 South St. Paul Partnership to Build Inclusive Communities

Service Location: Dakota County, City of South St. Paul

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

The City of South St. Paul will improve access and community participation for residents with disabilities by providing transportation to community events for which they currently cannot participate in due to a lack of accessible transportation.

Target Group

Residents of the City of South St. Paul

Goals

- Reduce social isolation among residents with disabilities by offering inclusive and accessible transportation to community events and activities.
- Increase engagement, community connection, and participation through transportation-supported activities.
- Promote community belonging and inclusion for South St. Paul residents with disabilities.

Service Expectations

- Coordinate monthly transportation-supported outings (minimum: 1 per month) in collaboration with DARTS.
- Establish and support the Let's Go Places resident council to guide programming.
- Ensure all activities are accessible to residents with disabilities.
- Maintain communication and promote outings through flyers, posters, and building-based outreach.
- Secure participation and feedback from residents to inform ongoing planning.

Outcome Measures

Engagement: Number of outings held and resident participation rates

Resident Satisfaction: Post-outing surveys indicating enjoyment, improved mood, and sense of inclusion.

Community Impact: Formation and functioning of the Let's Go Places council (e.g., number of meetings held, ideas implemented).

Reporting

- **Quarterly progress reports** to Dakota County, including:
 - Number and type of outings held
 - Transportation usage (hours, cost)
 - Resident participation totals
 - Resident council meeting summaries
 - Summary of feedback and testimonials
 - Challenges encountered and solutions attempted
- **End-of-year impact summary** including resident quotes, photos (if available), and final budget report.
- The contracted partner will participate in a meeting with Dakota County staff after the grant period and present outcomes of the project.
- The contracted partner will provide a written final report providing a summarization of the data for the entire period of the grant.

County Responsibilities

- Collaborative plan strategy and logistics for successfully executing the City of South St. Paul Partnership to Build Inclusive Communities Initiative.
- Schedule and attend all 1:1 project check-in meetings with the City. The meetings will occur at the initiation and conclusion of the grant and as needed throughout the grant period.
- Process invoices for the City
- Provide opportunities for the City to provide feedback on the Communities for All initiative.

Payment Limitations

The County will pay for services as follows:

- Hourly cost for renting an inclusive Bus through DARTS.
- Hourly rental cost: \$125 per hour
- The average trip length is two hours.
- 12 extra hours of bus time for events that go over two hours.
- The funds will cover approximately 36 two-hour trips over 12 months.
- Total amount for bus rental = \$9000

Funding to create a John Carroll and Nan McKay Resident Council to help determine and market the program. Items could include posters, flyers, reusable bags to promote the program and trips within the buildings to the 300 residents. = \$1000

*Total cost not to exceed a total of \$10,000 for the project.

Billing Procedures

- The city shall submit an invoice and request for payment on an invoice form acceptable to the County within 7 days after the end of the month.
- The invoice shall include all expenses for the previous month, certify expenditures, and itemize (as applicable), including 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 pay the City within thirty-five (35) days of the date the invoice is received and the County accepts services.
- If the invoice is incorrect, defective, or otherwise improper, the County will notify the City within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the City, 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 City 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 City 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.

State Contract

The grant funds provided to City under this agreement are subject to the terms and conditions contained in both the Master Grant Contract and the Project Agreement between the Dakota County Community Health Board and the State of Minnesota. City agrees to comply with all terms and conditions contained in such contracts. These agreements with the state are also attached to this agreement.

Inclusion, Diversity & Equity

The County embraces and supports person-centered practices and expects city to do the same. Person-centered practices are structured to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control, and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination, and other institutional and community biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to the overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion, considering the real-life experiences of the people served and paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about integrating their family or individual culture into service delivery. At the service level, it includes attention to outcomes for families receiving services to assess whether effectiveness differs in cultural communities and respond to differences.

It is expected that while performing services for the County, the City 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 working relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

The City is responsible for ensuring that staff delivering services for the County are aware of these expectations and trained as needed to provide respectful, cooperative, and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of unacceptable behavior, it will share it with the City. The City must inform the County of steps to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the termination provision in the Contract.

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.

Signed by:
By: Madison Fischer
ID: 0002703010000007

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 herein.

Signed by:
By: Marti Fischbach
ID: 00039490030210437

Title: Community Services

Date: 12/17/2024

Date: _____

Approved as to form

DocuSigned by:

Paul Braumaster
ID: 000277510010000410

Assistant County Attorney

Date: 12/17/2024

File: KS-2024-00803

File: _____

3. STATE AGENCY

Signed by:
By (with delegated authority): Heidi Hamilton
ID: 000226030000001465

Title: Division Director

Date: 12/21/2024

Date: _____

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-4520

Agenda #: 10.1

Meeting Date: 7/29/2025

DEPARTMENT: Facilities Management

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize execution of the third contract amendment with Schreiber Mullaney Construction Company, Inc., for construction of the Crisis and Recovery Center.

SUMMARY

The Crisis and Recovery Center project began construction in September 2023. The construction contract was awarded to Schreiber Mullaney Construction Company, Inc., (SMC) in the sum of \$11,516,890 by Resolution No. 23-380 (August 29, 2023). Execution of the original contract also authorized staff to execute up to \$250,000 worth of post-award changes.

In June 2024, when construction work was about 50 percent complete, staff executed the first contract amendment to SMC's construction contract. This amendment increased the contract value by \$199,728.82 and extended the substantial completion date by 15 working days. In December 2024, when construction work was about 85 percent complete, a second contract amendment to SMC's construction contract was authorized through Resolution No. 24-565 (December 3, 2024). The second contract amendment increased the contract value by an additional \$363,943.55 and extended the substantial completion date by 10 working days.

Construction work is now complete on this project. As work came to a conclusion, additional changes in work scope were discovered and resolved, resulting in requested contract changes totaling \$280,711.57 and an extension of the substantial completion date by 37 working days. Combined with previous changes, this brings the total of construction contract changes to \$844,383.94. The result is a new total contract value of \$12,361,273.94 and a substantial completion date of February 7, 2025. A full list of all contract changes related to this requested third contract amendment can be found in the Summary of Work Scope Changes Attachment.

In comparison to the original construction contract value of \$11,516,890.00, total changes are just over seven percent, which is consistent with the total percent increase observed on County projects of this size and complexity.

RECOMMENDATION

Staff recommends authorizing a third contract amendment with Schreiber Mullaney Construction Company, Inc., to increase the value by \$280,711.57 and to extend the substantial completion date

by 37 working days for reimbursement of known construction changes for the Crisis and Recovery Center project. This will bring the total authorized contract amendments to this construction contract to \$844,383.94 and the new total contract value to \$12,361,273.94.

EXPLANATION OF FISCAL/FTE IMPACTS

Funds totaling \$14,100,000 were included in the earlier adopted Capital Improvement Program budget for the design and construction of the Crisis and Recovery Center. Sufficient funds within the project budget are available for this amendment.

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

RESOLUTION

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.

PREVIOUS BOARD ACTION

23-380; 08/29/23

24-565; 12/03/24

ATTACHMENTS

Attachment: Summary of Work Scope Changes

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: Mike Lexvold

Author: Patricia Bremer

Attachment: Summary of Work Scope Changes

1001299: B40002 Crisis and Recovery Center

Proposal Request Log

Last Updated: 06/26/25

Item #	Issued Date	Description	Amount	Final Action	Final Action Date	Notes/Explanation
		Change Order #1 [no contract amendment executed]	\$58,954.18	Executed	02/01/24	
		Contract Amendment No. 1	\$140,774.64	Executed	07/05/24	Extended substantial completion date by 15 working days to 12-02-2024.
		Contract Amendment No. 2	\$363,943.55	Executed	12/18/24	Extended substantial completion date by 10 working days to 12-16-2024.
PR 17	08/16/24	East porch ceiling fan size change; remove faux wood beams; adjust can light locations; add beam wraps on exposed beam ends; add faux beam at Vest A129 for symmetry; clarify wood soffit on overhang.	\$1,456.01	Accepted	11/22/24	
PR 15	08/30/24	Adjust EV charging station parking stalls, curbs, bollards; additional civil changes in NW corner.	\$26,461.10	Accepted	04/24/25	Work to remove ponding in north parking lot.
GC PR #32	10/09/24	Add sloped gutters to downspouts at porch roof areas.	\$7,997.99	Accepted	11/08/24	
GC PR #33	10/16/24	Credit for daisy-chaining lights together at 2nd Level bedrooms.	(\$1,500.00)	Accepted	11/06/24	
GC PR #36	10/29/24	Add'l framing and drywall work at six revised CUHs.	\$362.22	Accepted	06/05/25	
GC PR #37	10/29/24	Add'l framing and drywall work at ceiling access and enclosures for VRF #1-47	\$2,024.36	Accepted	04/24/25	
GC PR #38	10/29/24	Added wall framing to enclose rain leader piping.	\$1,407.83	Accepted	01/22/25	
GC PR #39	10/29/24	Add 1x12 hardi-board fascia at north and south trellis.	\$7,698.10	Accepted	12/04/24	
GC PR #40	10/29/24	Mechanical changes to FTR units in A128 Great Room.	\$2,865.80	Accepted	11/08/24	
GC PR #41	10/29/24	Remove and replace (3) light pole bases and assoc. electrical noted to remain, req'd to be removed for infiltration system installation.	\$15,408.28	Accepted	11/14/24	
GC PR #42	11/08/24	Added TM wood material at porch columns to accommodate preferred installation and material sizes.	\$2,584.05	Accepted	11/08/24	
GC PR #43	11/08/24	Repair/restore landscaping at truck damaged area in N parking lot.	\$3,519.00	Accepted	11/08/24	Truck damage to site and landscaping from incident on 11-04-24. *Unrelated to construction project.
GC PR #44	11/11/24	Other site utility changes (rework from PR-5, but not caught or priced until PR-15, but not included in PR-15 scope.	\$20,245.06	Accepted	05/23/25	
GC PR #45	11/11/24	Added framing at attic access to Bldg A HVAC units.	\$1,097.45	Accepted	11/15/24	
GC PR #46	11/11/24	Add PRV for main water service at request of SPRWS inspector.	\$6,015.65	Accepted	11/19/24	
PR 20	11/08/24	Provide and install add'l interior room signs and building plaques.	\$13,704.07	Accepted	12/27/24	
GC PR #47	11/14/24	Solid surface sill, wall framing and drywall changes at FTR units in A128 Great Room.	\$3,113.56	Accepted	11/15/24	
PR 22 R1	11/21/24	Revise boiler piping to include primary/secondary pump config in lieu of variable pump.	\$6,337.65	Accepted	12/18/24	
GC PR #49	11/27/24	Change wiring for Kitchen MUA unit.	\$1,669.80	Accepted	12/04/24	
GC PR #50	12/27/24	Install 1x thermally modified wood trim board on back side of the fiber cement fascia at the east porch.	\$6,960.95	Accepted	12/30/24	
GC PR #51	01/07/25	Add latch guard at exterior Trash Room door.	\$684.80	Accepted	06/26/25	
PR #23	01/08/25	Add booster fan to each dryer exhaust; add receptacle to power fans.	\$8,386.95	Accepted	04/24/25	
GC PR #52	01/10/25	Add RPZ at dishwasher per SPRWS req's from final inspection on 12-27-24.	\$2,026.30	Accepted	01/10/25	
GC PR #53	01/10/25	Change (21) closers to LCN 404XP with parallel arm, mounted on hallway side; remove REXs from bedrooms; patch/paint door frames.	\$16,342.78	Accepted	01/14/25	Missed in design; unacceptable for resident safety.
GC PR #54	01/14/25	Add perpendicular extension to privacy screen wall at PTG Patio.	\$2,465.69	Accepted	01/14/25	
GC PR #55	01/14/25	Change controller to universal controller per County request (align with standards).	\$719.90	Accepted	04/22/25	

Item #	Issued Date	Description	Amount	Final Action	Final Action Date	Notes/Explanation
GC PR #58	01/17/25	Correct fiber line between hand holes and building data closets.	\$9,039.00	Accepted	05/29/25	Incorrect keynotes on bid docs. County compromise to to cover ground thaw and material costs, no labor.
PR #24	01/24/25	Add (3) cameras at PTG per Owner direction.	\$11,103.25	Accepted	04/29/25	
PR #25	01/30/25	Relocate receptacle to be under counter in microwave space in Training Kitchen.	\$966.00	Accepted	04/29/25	
PR #26	02/25/25	Change pumps P-3 and P-4 to 208/3-phase; modify electrical.	\$36,033.35	Accepted	06/05/25	Resolution to ongoing heating issues at 2nd level while building was occupied.
GC PR #56	02/13/25	Add'l framing and drywall work at ceiling access and enclosures for (9) VRF units.	\$18,219.15	Accepted	04/24/25	
GC PR #57	02/13/25	Add UV lights to DOAS to align with County standards.	\$8,704.35	Accepted	04/24/25	
GC PR #59	02/13/25	Add electrical transformer for laundry room faucet.	\$724.50	Accepted	04/29/25	
GC PR #60	02/14/25	Extend water lines to filters to serve commercial kitchen equipment.	\$4,801.25	Accepted	04/29/25	
GC PR #61	02/18/25	Change pressure treated wood to thermally modified wood at the monument sign.	\$917.40	Accepted	04/24/25	City requirement to use "maint-free" or "weatherproof" materials at exterior signs.
GC PR #62	03/28/25	Install Owner equipment: TVs and brackets, sign holders, anti-ligature towel hooks, key cabinets, shelving, mailbox, mail organizers.	\$6,688.84	Accepted	04/29/25	
GC PR #63	03/24/25	Add plywood backing and weather proofing behind fascia.	\$5,254.45	Accepted	05/29/25	
GC PR #64	03/24/25	Add rough-in for card access reader at main exterior entry door.	\$5,386.60	Accepted	04/30/25	
GC PR #65	03/24/25	Concrete bases, anchor bolts and bollards for EV charging stations. Add'l wire pulling and mods.	\$9,160.01	Accepted	04/30/25	
GC PR #66	03/24/25	Extend circuit, install conduit and device for irrigation controller.	\$512.44	Accepted	04/29/25	
GC PR #67	04/17/25	Replace building plaque	\$3,145.63	Accepted	04/24/25	

Total of Approved Changes to Date: \$563,672.37

Approved Change Orders & Contract Amendme

Total of Proposed Changes: \$280,711.57

Add 37 working days

Total of all Changes: \$844,383.94

New Contract Total: \$12,361,273.94

Substantial completion date = 02/07/25



Board of Commissioners

Request for Board Action

Item Number: DC-4567

Agenda #: 10.2

Meeting Date: 7/29/2025

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Allied Waste Services of North America, LLC, dba Republic Services Inc. (Republic) for recycling and Mixed Municipal Solid Waste (MMSW) management services at the Dakota County Recycling Zone (The Recycling Zone).

SUMMARY

Background: Gopher Resource, LLC, (Gopher) has historically contracted with Republic for recycling and Mixed Municipal Solid Waste (MMSW) management services at The Recycling Zone. Dakota County then reimburses Gopher for these costs.

This new contract with Republic will both reduce the costs of these services and provide the County with more direct oversight of the contractor. In the future, this contract will be amended to include the Recycling Zone Plus.

Request for Proposals: A request for proposals was issued on June 2, 2025, and posted on the Dakota County website. Three proposals were received by the June 16, 2025, deadline. The proposals were reviewed by staff for completeness; expressed understanding of the objectives and scope of the project; vendor qualifications, experience, and demonstrated performance for a service of a similar type, size, and complexity; and proposed fees and cost reductions for resource management services.

Proposed Contract Terms: Proposed terms for The Recycling Zone services include:

- Collection, processing, and marketing of cardboard/mixed paper recyclables and mixed container recyclables.
- Collection and management of MMSW to an appropriate permitted facility in compliance with Dakota County Solid Waste Ordinance 110.
- Providing, maintaining, and managing dumpsters, a compactor box, and other equipment as required.

The contract term is from September 1, 2025, to August 31, 2028, with a two-year extension option and termination without cause upon 90 days' notice.

Contract Costs: Service costs are based on container size and type, number of pickups monthly, disposal costs, recycling commodity charges/reimbursements, and transportation costs. The contract costs will not exceed \$50,000 annually and are included in the household hazardous waste annual budget.

RECOMMENDATION

Staff recommends executing a three-year contract with Republic from September 1, 2025, to August 31, 2028, with a two-year extension option, for MMSW and recycling services.

EXPLANATION OF FISCAL/FTE IMPACTS

The Environmental Resources Department budget includes funds to operate the household hazardous waste program, including funds for MMSW and recycling management, with a Direct Program Expense budget of \$2,576,000.

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

RESOLUTION

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.

PREVIOUS BOARD ACTION

18-493; 9/18/18

ATTACHMENTS

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: Nikki Stewart

Author: Dave Magnuson



Board of Commissioners

Request for Board Action

Item Number: DC-4280	Agenda #: 10.3	Meeting Date: 7/29/2025
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DEPARTMENT: Parks
FILE TYPE: Consent Action

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

PURPOSE/ACTION REQUESTED
Authorize bid award and execute contract with selected vendor to enhance and restore natural resources at Caponi Art Park in the City of Eagan.

SUMMARY
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. The County received \$6.2 million of Outdoor Heritage Fund appropriated by the 2022 Minnesota Legislature (OHF ML22) for land protection and restoration to assist in implementing the LC Plan.

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. The County worked with the cities to jointly develop guidelines and criteria for implementing the Collaborative, and cities were then asked to submit potential natural resource restoration projects to the County for financial and other assistance. The City of Eagan submitted a proposal for restoring 40 acres of the 50-acre Caponi Art Park (Park).

By Resolution No. 24-627 (December 17, 2024), a joint powers agreement was executed between Dakota County and the City of Eagan authorizing the expenditure of \$275,960.00 from a combination of state grant funds, County funds, and City funds towards the enhancement and restoration of natural resources in Caponi Art Park.

A Request for Bids was released on July 3, 2025, and five bids were received on July 18, 2025.

<u>Bidder</u>	<u>Base Bid</u>	<u>Selected Alts</u>	<u>Base + Alt</u>
RES Great Lakes LLC	\$253,469.90	\$21,420.90	\$274,890.80
Landbridge Ecological	\$262,035.90	\$15,666.40	\$277,702.30
Native Resource Preservation	\$439,525.65	\$72,875.00	\$512,400.65
Prairie Restorations Inc.	\$740,169.27	\$39,829.40	\$779,998.67
Minnesota Native Landscapes	\$767,957.00	\$30,524.02	\$798,481.02

The lowest responsive and responsible bid was submitted by RES Great Lakes, LLC for the lowest combined sum of base and selected alternate bids of \$274,890.80.

RECOMMENDATION

Dakota County Staff recommend awarding the bid and authorizing the execution of a contract with RES Great Lakes, LLC for \$274,890.80.

EXPLANATION OF FISCAL/FTE IMPACTS

The Caponi Art Park Restoration will be funded by up to \$199,381 of the OHF ML22 Grant funds, with the City of Eagan contributing up to \$41,394 in grant match and in-kind contributions, and the County contributing up to \$35,185 of grant match from the Environmental Legacy Fund.

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

RESOLUTION

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.

PREVIOUS BOARD ACTION

20-568;11/17/20

24-627;12/17/24

ATTACHMENTS

Attachment: Map of Caponi Art Park Project Area

BOARD GOALS

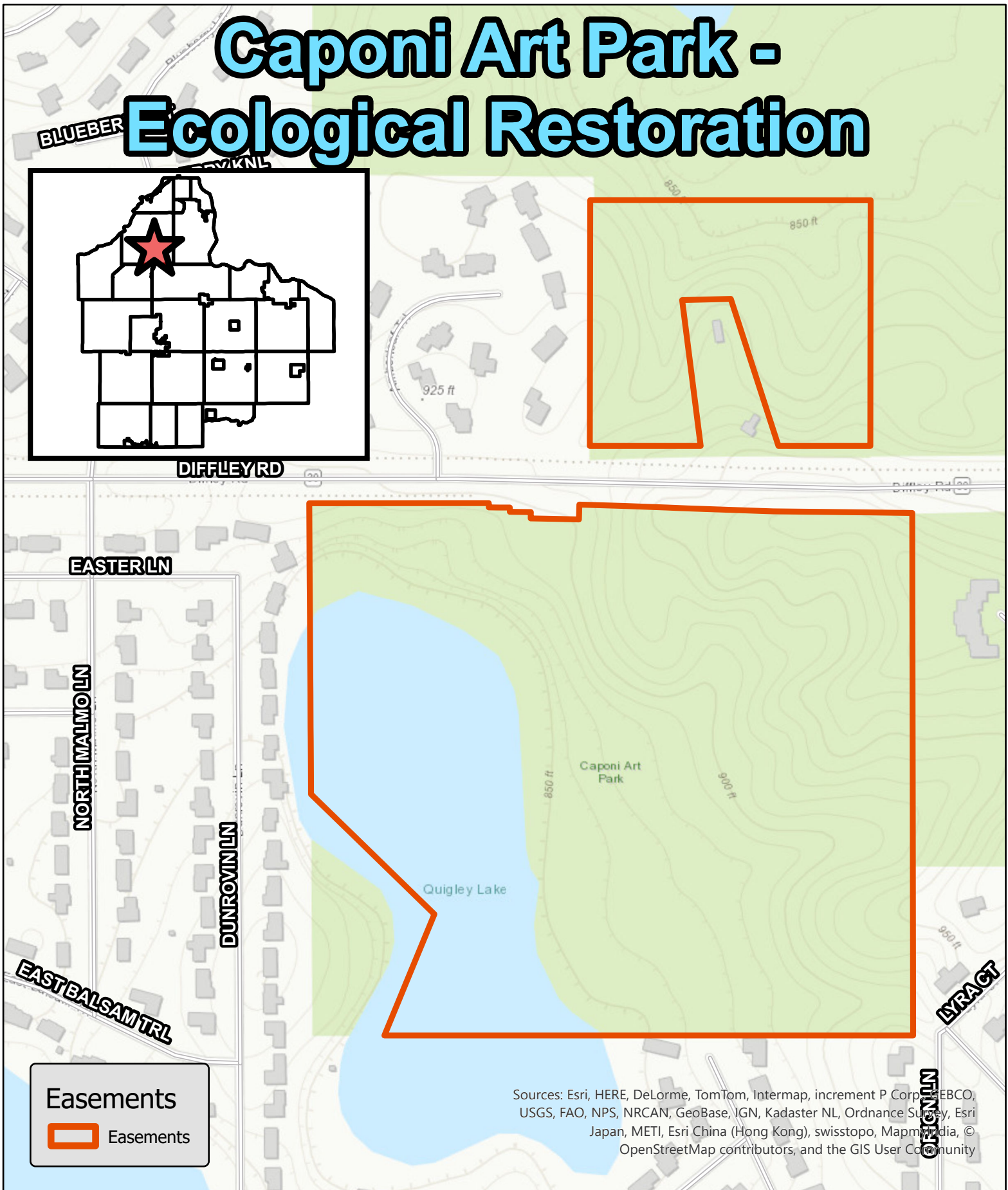
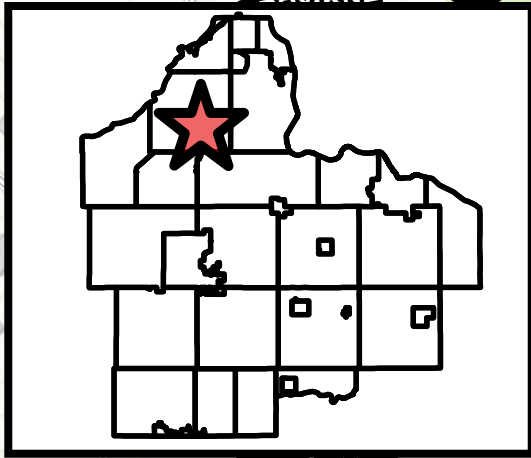
- ☐ Thriving People ☒ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☐ Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Christian Klatt

Caponi Art Park - Ecological Restoration



Easements



Easements

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., EBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, Mapbox India, © OpenStreetMap contributors, and the GIS User Community

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EAGAN

Dakota
COUNTY
forever wild

PARKS 133



Board of Commissioners

Request for Board Action

Item Number: DC-4672

Agenda #: 10.4

Meeting Date: 7/29/2025

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize the release of the Draft Of The Natural Resource Management Plan of The Mississippi River Greenway for public review.

SUMMARY

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.

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.

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. 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. 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.

The NRMP addresses the natural resource inventory, future vegetative cover goals, and recommended projects developed in cooperation with landowner partners. An estimated \$2,389,000 in projects were identified in the plan. \$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. Project implementation will be subject to additional grant funding and the establishment of partnership agreements.

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.

<https://www.co.dakota.mn.us/parks/About/ResourcePlans/Documents/MississippiRiverGreenwayNRMPDraft.pdf>

Next Steps: Upon County Board approval of the Draft release, a website for providing comment on

the NRMP will be made available for the 30-day community review period. 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.

RECOMMENDATION

Staff recommends the release of the draft MRG NRMP for public comment

EXPLANATION OF FISCAL/FTE IMPACTS

- | | | |
|--|---|--------------------------------|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | <input type="checkbox"/> New FTE(s) requested | |

RESOLUTION

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.

PREVIOUS BOARD ACTION

17-274; 5/23/17

20-568; 11/17/20

20-519; 10/20/20

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: Niki Geisler

Author: Tom Lewanski



Board of Commissioners

Request for Board Action

Item Number: DC-3802

Agenda #: 10.5

Meeting Date: 7/29/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorization to execute a contract with Alliant Engineering, Incorporated, for final design consulting services for construction of a trail gap on the north side of County State Aid Highway (CSAH) 42 from CSAH 5 to Nicollet Avenue. Authorize a budget amendment to the 2025 Transportation Capital Improvement Program Adopted Budget to add City funds for project-based expenses for County Project (CP) 42-167 in Burnsville.

SUMMARY

To provide a safe and efficient transportation system for all users, Dakota County (County) is proceeding with CP 42-167, which will address a key gap in the local and regional trail system by adding a multiuse path along the north side of CSAH 42 between CSAH 5 and Nicollet Avenue in Burnsville, MN. In addition to upgrading the existing sidewalk to a 10-foot multi-use trail, the project will include consideration of crossing improvements at the ten roadways and driveways between CSAH 5 and Nicollet Ave.

Scope of Work.

The project scope includes a multimodal analysis, engineering analysis, and final engineering. The project deliverables generally consist of final design, plans, specifications, estimates, multimodal crossing analysis memo, photometric analysis memo, environmental documentation, survey, public utility maintenance, quality management, and community/property owner engagement.

Project Goals.

The project aims to balance the mobility demands of a high vehicle volume corridor with multimodal travel and accessibility and provide a design that improves the safety of pedestrian crossings and interaction with motor vehicles.

Consultant Selection

Prior to the RFP process, County and City staff discussed anticipated complexities and risks with leaders of the three consultant teams. The Dakota County Transportation Department issued a Request for Proposal (RFP) for comprehensive transportation project design services. Three proposals were received and evaluated by staff representing the County and the City of Burnsville. Alliant Engineering, Inc., was selected as the preferred professional engineering consultant.

The proposal from Alliant Engineering, Inc., provided the most complete response to the services needed. The Alliant Engineering, Inc., proposal was exceptional in demonstrating review of critical issues and was the strongest proposal. A Consultant Evaluation Summary detailing the proposal process, review team, evaluation criteria and results, and best-value cost evaluation is included (see Attachment: Consultant Evaluation Summary).

The cost participation for the engineering work will be in accordance with section F.1, Replacement and Modernization -Trails of the adopted Dakota County 2040 Transportation Plan Cost Share Policy. Under this policy, the County has an 85% cost share, and the City has a 15 percent cost share. The consultants submitted cost proposals as follows:

<u>Consultant</u>	<u>Amount</u>	<u>Hours</u>	<u>Cost/Hour</u>
Alliant	\$299,250	1,925	\$155.49
MSA	\$189,688	1,175	\$161.51
Moore	\$275,361	1,727	\$159.44

The proposal from Alliant Engineering, Inc., demonstrated the best combination of quality and project understanding. Alliant Engineering, Inc., was also the preferred proposal from the City of Burnsville staff that reviewed the proposals. Alliant had the most knowledge of the corridor due to their previous work on the preliminary engineering phase and the lowest average rate of \$155.49 per hour.

The 2025 Transportation Capital Improvement Program Adopted Budget includes \$340,000 for consulting services. In the County's CIP, the City's share is not reflected, and the total budget is entirely funded by the County. This budget was based on the City leading the design effort. With the County now leading the design, a revised cost share to county participation policy F.1 Cost Participation - Roadway Principal Arterials - non-Freeway 85 percent County and 15 percent City, after applicable state and federal funds are required to follow the Dakota County highway Cost Share Policy. A budget amendment is necessary to correct the approved budget amount to reflect the City's cost share.

RECOMMENDATION

County Staff recommends the execution of a contract with Alliant Engineering, Inc., for the professional design services for CP 43-55 for actual costs not to exceed \$299,250 and amending the 2025 Transportation Capital Improvement Adopted Budget.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 CIP has enough County funds to award the final design services contract. According to the Dakota County 2040 Transportation Plan, the cost share for CP 42-167 consulting services is 85% County and 15 percent City of Burnsville. The budget now includes the City's share of consulting costs, which was not initially shown when the City planned to lead all engineering phases.

- | | | |
|---|---|---|
| <input type="checkbox"/> None | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

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

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Project Location Map

Attachment: Consultant Evaluation Summary

BOARD GOALS

☒ A Great Place to Live

☐ A Healthy Environment

☐ A Successful Place for Business and Jobs

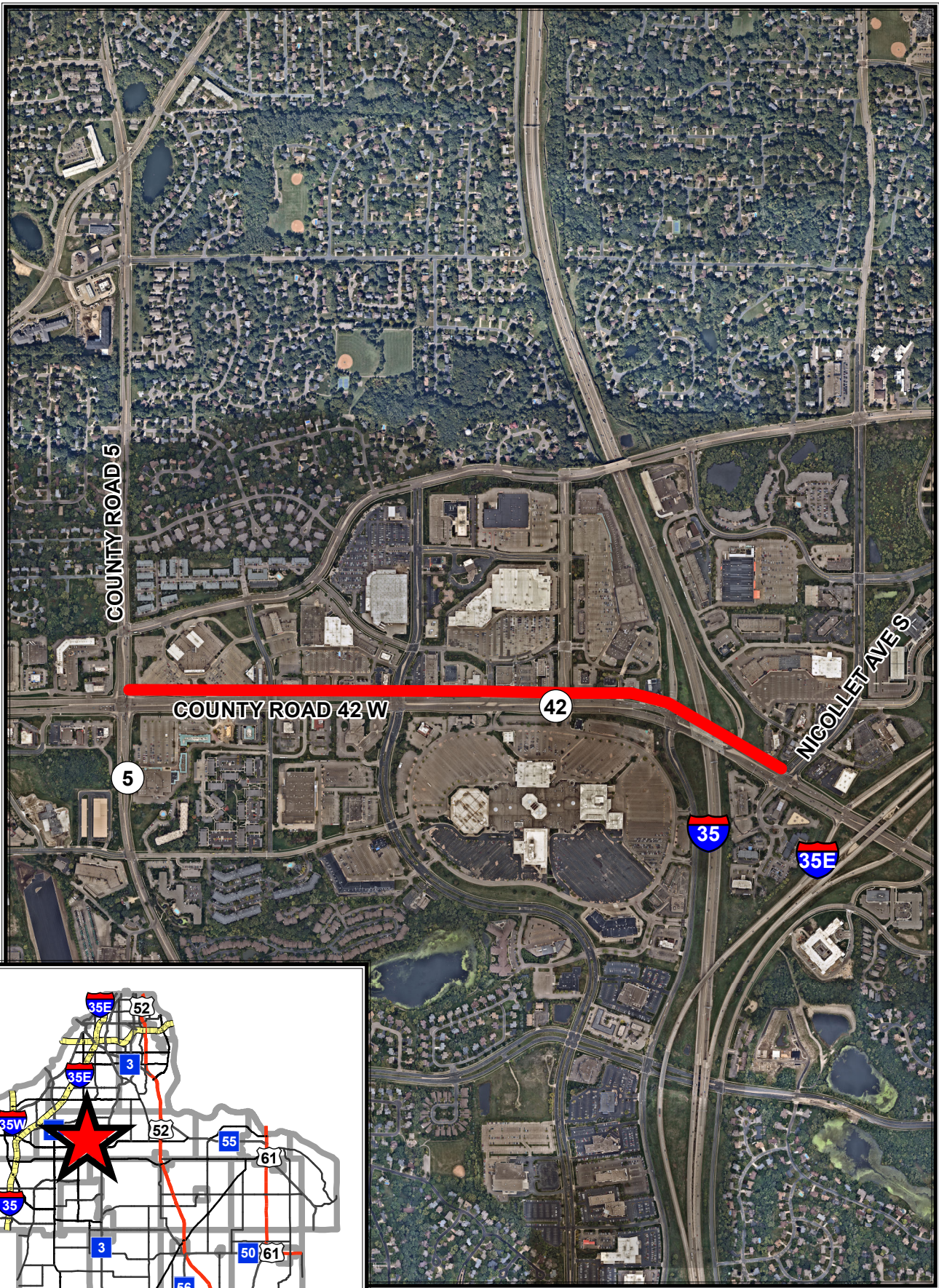
☐ Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Keelee Roggenbuck

Prepared by Dakota County Physical Development Division



County Project 42-167

Consultant Evaluation Summary For County Project 42-167

Consultant Services Description:

CP 42-167 includes preliminary engineering and final design for a trail gap project, which will address a key gap in the local and regional trail system by adding a multiuse path along the north side of CSAH 42 between CSAH 5 and Nicollet Avenue in Burnsville, MN. In addition to upgrading the existing sidewalk to a 10-foot multiuse trail, the project will include consideration of crossing improvements at the 10 roadways and driveways between CSAH 5 and Nicollet Ave.

CSAH 42 in the vicinity of this trail gap project is a complex corridor with high daily traffic volumes near the interstate and significant commercial and retail land uses. The current multimodal facilities include a 5ft sidewalk on the north and south side of CSAH 42. Under these conditions, bicyclists must choose to ride in the travel lanes or mix with pedestrians on the 5-foot sidewalk, which may be a deterrent to bicycling. The project aims to balance the mobility demands of high a high vehicle volume corridor with multimodal travel and accessibility and provide a design that improves the safety of pedestrian crossings and interaction with motor vehicles.

Scope of Consultant Services:

The project scope includes a multimodal analysis, preliminary engineering, and final engineering. The project deliverables generally consist of preliminary and final design, plans, specifications, and estimates, multimodal crossing analysis memo, photometric analysis memo, environmental documentation, survey, public utility maintenance, quality management, and community/property owner engagement.

Deliverables:

The contract's deliverables include technical reports and conceptual layouts as follows: (1) survey data; (2) Multimodal Analysis Memo; (3) preliminary design layouts and design documentations memo (4) final design plans. The contract deliverables will also include project management services and public/agency engagement as outlined below.

Public and Agency Engagement:

Dakota County required one public open house, web page content, and business stakeholder coordination. The County will be asking the consultant to assist with business stakeholder outreach through the right-of-way acquisition process. The County will lead all right-of-way steps but acknowledges that with commercial property owners along the corridor there may be additional efforts from the design consultant to help answer questions and prepare specific technical exhibits to aid the process.

Schedule:

The contract schedule is planned from July 2025 to September 2026 (approximately 14 months).

Consultant Selection Summary:

The Request for Proposals (RFP) for the required consultant services was released on May 5th, 2025, and was sent to the following three (3) consultant firms: Alliant Engineering, Incorporated, MSA Professional Services, Incorporated, and Moore Engineering, Incorporated.. These three firms were invited to submit proposals because of proven expertise and ability to complete complex corridor study projects. Three (3) proposals were submitted to the County by the due date of May 27th, 2025, by the firms invited to the proposal listed above.

Review Team and Process:

The three (3) proposals were reviewed by staff from Dakota County and the City of Burnsville, including staff representing expertise in traffic engineering, multimodal analysis, and preliminary layout development. Proposals were reviewed and evaluated independently by review team members. The review team members met on May 30th, 2025, to discuss the proposals, share information regarding

individual member evaluations, and reach consensus on a recommended consultant. The consensus reached by the proposal reviewers supported negotiating a contract with Alliant Engineering, Incorporated with a value of \$287,610.

The proposals were evaluated and ranked based on the following 6 criteria:

1. Understanding Scope of Work, Deliverables, and Schedule (20%): Based on completeness of the proposal, and clear understanding of the project scope, complexities, focus areas, deliverables, project decisions, and scheduling of tasks.
2. Project Approach (30%): Based on conceptual and technical approach to delivery priorities and proposed tools or techniques to provide good value and quality.
3. Project Design Team and Expertise of Key Personnel (20%): Based on qualifications and experience of the Project Manager and key staff proposed to work on the project.
4. Quality Control (10%): Based on approaches to proactively manage risks and delivery of quality products on time and budget.
5. Past Performance on Similar Projects (20%): Based on demonstration of projects the firm has successfully delivered that have similar goals and scope to the project.
6. Best Value Cost Proposal: Considered the quality and feasibility of the proposal and services for fee; the cost proposed vs. value to be provided; and the approach to complete the work within budget and schedule

Evaluation Results:

Dakota County staff selected Alliant Engineering, Incorporated based on the detailed work plan provided in the firm's proposal, which presented an exceptional understanding of the project and an integrated approach to delivering all tasks by a qualified team. The recommended proposal provided the most complete response to the services needed, considering the project's many design elements and technical complexity. The Alliant Engineering, Incorporated team members that were put together for the project received positive reviews from Dakota County staff on past project performance. The proposed project manager is currently managing a Dakota County project and is performing above expectations. Another key differentiator of the recommended proposal was the familiarity of the corridor, and the stakeholders based on their experience with the preliminary design work they completed for the City of Burnsville in 2024.

Additional strengths and differentiators shown in the Alliant Engineering proposal are:

- Experience with the corridor.
 - They completed the preliminary engineering for the CASH 42 and CSAH 5 trail gap project led by the City of Burnsville in 2024.
- Extra consideration given to portions of the trail alignment that propose design challenges and right-of-way considerations.
 - This was demonstrated in a clear and concise manner on the project understanding map within the proposal, showcasing a strong ability to clearly communicate complex issues.
- A robust statement of dedication to quality management in the proposal and outline of their quality control process.
- A strong understanding of each task and the appropriate level of effort needed to accomplish each task.
- Strong foundation of trust and reputation with Dakota County and City of Burnsville staff.
 - City staff that reviewed the proposal remarked on positive performance of past projects with key members of the proposed team.

- Provided a clear staffing chart and explanation of their staff workload management to be able to deliver the project on an aggressive schedule.

Summary of Proposed costs:

<u>Consultant</u>	<u>Amount</u>	<u>Hours</u>	<u>Cost/Hour</u>
Alliant	\$299,250	1,925	\$155.49
MSA	\$189,688	1,175	\$161.51
Moore	\$275,361	1,727	\$159.44

Recommendation:

Staff recommends the consulting engineering firm Alliant Engineering, Incorporated be awarded a contract for CP 42-167, including preliminary engineering and final design for a trail gap project, constructing a multiuse path along the north side of CSAH 42 between CSAH 5 and Nicollet Avenue in Burnsville, MN. Given the scope and complexities anticipated in the engineering work, the Alliant Engineering, Incorporated proposal offered the best project approach, identified and addressed technical details, and the showed the most credible project team of the three (3) submitted proposals.



Board of Commissioners

Request for Board Action

Item Number: DC-4690

Agenda #: 10.6

Meeting Date: 7/29/2025

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

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

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with the City of Rosemount to establish roles, responsibilities, and cost share for the intersection improvement project, County Project (CP) 73-038.

SUMMARY

To provide a safe and efficient transportation system, Dakota County staff continuously monitors intersections within the County for deficient characteristics and provides recommendations for action if necessary. An additional consideration when evaluating an intersection is the potential growth within the surrounding area increasing traffic pressure. Within the City of Rosemount, development growth has been consistent, and vacant land has been filling in directly adjacent to the intersection of County State Aid Highway (CSAH) 73 and Connemara. The culmination of existing traffic data and expected growth led the County and City to program a single-lane roundabout at the intersection. The City of Rosemount is the lead agency for all phases of the project, and construction is expected to commence in spring 2026.

A JPA between Dakota County and the City of Rosemount is necessary to outline cost participation, preliminary and final design responsibilities, responsibilities for right of way acquisition, future maintenance, and construction for CP 73-038. Cost participation will be in accordance with Dakota County's 2040 Transportation Plan (July 2021) cost share policy.

RECOMMENDATION

Staff recommends authorization to execute a JPA with the City of Rosemount to formalize cost contributions and responsibilities for design, right-of-way acquisition, and construction for CP 73-038.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Transportation Capital Improvement Program Adopted Budget includes \$344,000, including carryovers, with additional budget planned for 2026 construction. Sufficient funds exist for the execution of the JPA.

- | | | |
|--|--|---|
| <input type="checkbox"/> None | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

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.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Location Map

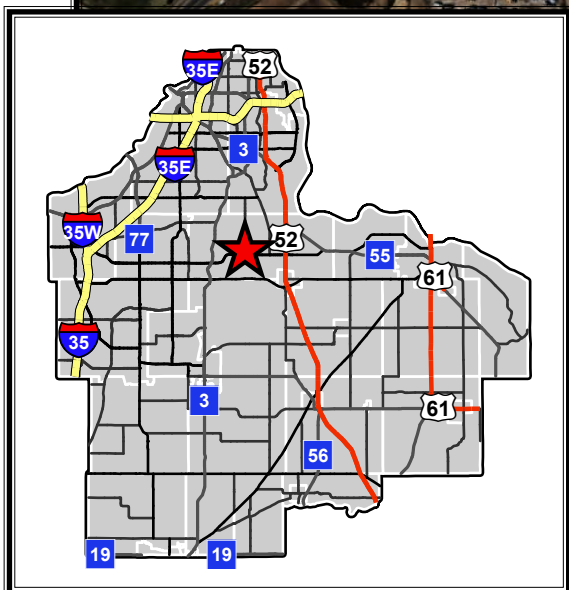
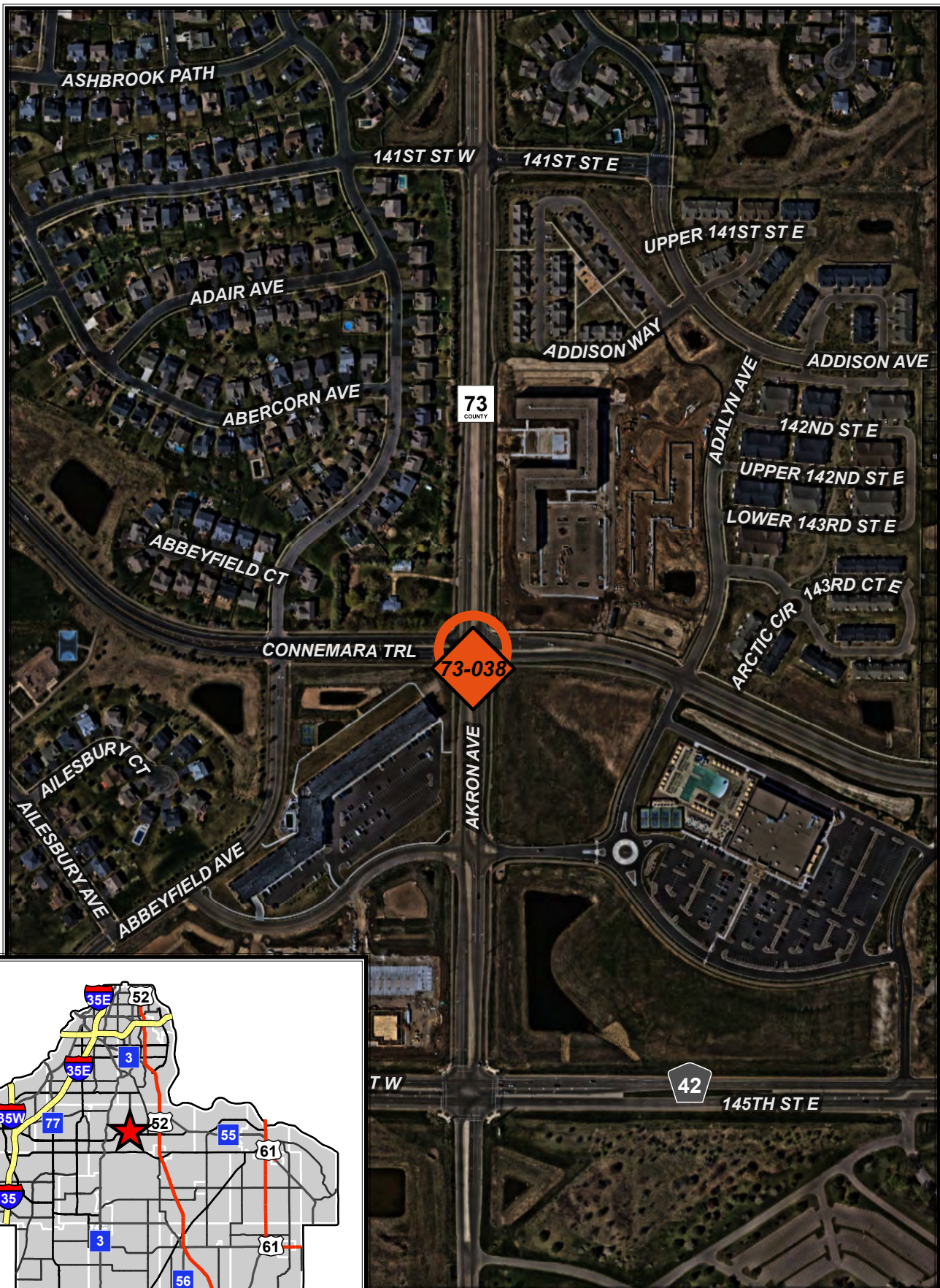
BOARD GOALS

- | | |
|--|---|
| <input type="checkbox"/> Thriving People | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input checked="" type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: Erin Laberee

Author: Jake Chapek



County Project 73-038



Board of Commissioners

Request for Board Action

Item Number: DC-4743

Agenda #: 12.1

Meeting Date: 7/29/2025

DEPARTMENT: Office of the County Manager

FILE TYPE: Regular Action

TITLE

Closed Executive Session: Legal Strategy For Acquisition Of Property From Elmegca Farm In Douglas Township For County Project 91-030

PURPOSE/ACTION REQUESTED

Hold a closed executive session.

SUMMARY

The Dakota County Attorney has advised that prior to closing a County Board meeting, pursuant to the Open Meeting Law, Minn. Stat. Ch. 13D, the County Board must resolve by majority vote to close the meeting.

RECOMMENDATION

The County Manager has recommended that a closed executive session be held pursuant to attorney-client privilege during the Dakota County Board meeting of July 29, 2025, to discuss the following:

- the legal strategy of accomplishing Dakota County's acquisition of certain property rights from Elmegca Farm.

EXPLANATION OF FISCAL/FTE IMPACTS

Fiscal impact will be discussed in closed session.

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

RESOLUTION

WHEREAS, Dakota County (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, to maintain project schedules, Parcels 31, 32, and 33 were included in the eminent domain proceeding County v. Elmegca Farm, et al., Court File No.19HA-CV-25-3520; and

WHEREAS, the Dakota County Board of Commissioners seeks legal advice from the County Attorney with respect to the strategy of accomplishing the acquisition of the property rights for CP 91-030 the public disclosure of which would benefit the landowners to the detriment of Dakota County's position in this matter; and

WHEREAS, pursuant to Minn. Stat. §13D.05, subd. 3(b), the County Board by resolution may close a meeting as permitted by the attorney-client privilege.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes the County Board meeting on July 29, 2025, and recesses to Conference Room 3A, Administration Center, Hastings, Minnesota, to discuss with the County Attorney the legal strategy of accomplishing Dakota County's acquisition of certain property rights from Elmegca Farm, identified in Dakota County Right of Way Map No. 509 as Parcels 31, 32, 33 for County Project 91-030 in County v. Elmegca Farm, et al., Court File No.19HA-CV-25-3520.

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: Heidi Welsch

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-4720

Agenda #: 15.1

Meeting Date: 7/29/2025

Information

See Attachment for future Board meetings and other activities.

July 29, 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

July 30, 2025

Wednesday

4:30 PM - 4:30 PM

Minnesota Valley Transit Authority -- Teams

July 31, 2025

Thursday

4:30 PM - 4:30 PM

Public Open House #3 - McAndrews Corridor Study, Burnsville (County Project 38-61) -- Burnhaven Library, 1101 County Road 42 W, Burnsville

August 4, 2025

Monday

7:00 AM - 7:00 AM

Dakota County Fair -- Dakota County Fairgrounds, 4008 - 220th Street West, Farmington

August 5, 2025

Tuesday

7:00 AM - 7:00 AM

Dakota County Fair -- Dakota County Fairgrounds, 4008 - 220th Street West, Farmington

10:00 AM - 10:00 AM

Special County Board Meeting -- Dakota County Fairgrounds, 4008 St W., Farmington, Entertainment Tent

August 6, 2025

Wednesday

7:00 AM - 7:00 AM

Dakota County Fair -- Dakota County Fair Grounds, 4008 - 220th Street West, Farmington

August 7, 2025

Thursday

7:00 AM - 7:00 AM

Dakota County Fair -- Dakota County Fair Grounds, 4008 - 220th Street West, Farmington

August 8, 2025

Friday

7:00 AM - 7:00 AM

Dakota County Fair -- Dakota County Fair Grounds, 4008 - 220th Street West, Farmington

August 9, 2025

Saturday

7:00 AM - 7:00 AM

Dakota County Fair -- Dakota County Fair Grounds, 4008 - 220th Street West, Farmington

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=amhmRlF3ZlloREJyVGJ2RnQxbXc4Zz09>)

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



Board of Commissioners

Request for Board Action

Item Number: DC-4721

Agenda #: 16.1

Meeting Date: 7/29/2025

Adjournment