

Dakota County Contract #C0034615

**JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY
AND THE CITY OF SOUTH ST. PAUL FOR COST SHARING FOR FINAL DESIGN
AND CONSTRUCTION ADMINISTRATION OF THE WAKOTA TRAILHEAD OF
THE MISSISSIPPI RIVER GREENWAY**

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, Dakota County ("County") is a political subdivision of the State of Minnesota; and

WHEREAS, the City of South St. Paul ("City") is a Minnesota Municipal Corporation (collectively herein the County and the City are referred to as the "parties" and individually as "party"); and

WHEREAS, by Resolution 18-167, the County awarded a State Health Improvement Program Grant to the City to prepare concept plans for restroom, parking, and visitor amenities at the existing Wakota Bridge water access/community gardens site; and

WHEREAS, by Resolution 19-179 the County Board approved match funding for a Federal Lands Access Program (FLAP) grant application; and

WHEREAS, the City received \$560,000 FLAP grant to construct the proposed trailhead facility; and

WHEREAS, the trailhead may also qualify for an additional \$300,000 through the National Park Service Alternative Transportation in the Parks funding; and

WHEREAS, by Resolution No. 21-268 the County Board authorized a joint powers agreement with the City for 50%/50% cost-share to complete the final design and construction administration for the Wakota Trailhead of the Mississippi River Greenway, the County's total amount not to exceed \$100,000; and

WHEREAS, the County and the City wish to enter into this Agreement to share the actual costs for the final design and construction administration of the Wakota Trailhead of the Mississippi Greenway, as more fully described in Exhibit 1 ("Project").

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and the City shall derive from this Joint Powers Agreement ("Agreement"), the parties hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1

Purpose

The purpose of this Agreement is to define Project responsibilities and cost-sharing obligations of the parties.

ARTICLE 2

Parties

The parties to this Agreement are the City and the County. The County is acting by and through its Parks Department. City is acting by and through its Engineering Department.

ARTICLE 3

Term

This Agreement shall be effective on the date of the signature of the last party to sign this Agreement ("Effective Date") and expires on December 31, 2022 or upon completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4

Cooperation

The parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

ARTICLE 5

County's Payment Obligation

- 5.1. Contribution Amount. The County shall reimburse the City an amount not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000) ("Agreement Maximum") for design and construction administration costs incurred for the Project.
- 5.2. Reimbursement by County. After this Agreement has been executed by both parties, the City may claim reimbursement for costs in accordance with the Agreement.
 - A. The County will reimburse the City at 50% of the total final design and construction administration costs incurred by the City; the total County reimbursement will not exceed the Agreement Maximum.
 - B. The County will reimburse the City within forty-five (45) calendar days of the City's submission of invoices for actual design and construction administration costs of the Project to the County. Invoices must be submitted in the form acceptable to the County. All requests for reimbursement must be submitted by the City by November 15, 2022. The City must certify that the requested reimbursements are accurate, appropriate and that such expenditures have not been otherwise reimbursed. If the invoice is incorrect, defective, or otherwise improper, the County will notify the City in writing within ten (10) calendar days of receiving the incorrect invoice. Upon receiving the corrected invoice from the City, the County will make payment within forty-five (45) calendar days.

- C. Net Increases in Actual Design Costs. Any net increase in actual final design and construction administration costs exceeding the estimated total of Two-Hundred Thousand Dollars and 00/100 (\$200,000) in costs for design and construction administration shall not affect or increase the Agreement Maximum. The County's Contribution amounts shall not exceed the limits set forth in Section 5.1, regardless of net increases in the estimated or actual final design and construction administration costs.
- D. Reductions in Actual Design and Construction Administration. Any net reduction in actual design and construction administration costs shall reduce the County's contribution equally so that for every dollar reduction in actual design and construction administration costs, the County's contribution for the actual final design and construction administration costs shall be reduced by fifty percent (50%). City shall provide County with all documentation evidencing reduction or increases in Project design and construction administration costs.
- E. Right to Refuse Payment. The County may refuse to pay any claim from the City that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the County from questioning the propriety of the claim. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
- F. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the Project cost, scope or cost participation must be approved by the Authorized Representatives of both parties prior to the execution of the work. Both parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay completion of the Project.
- G. Final Payment. The County shall withhold the final reimbursement payment until the County documents its acceptance of final construction of the Project and provides notice to the City.

5.3 Project Management Team. County staff will participate on the Project Management Team coordinated by the City.

5.4 Acknowledgment, The County shall appropriately acknowledge the assistance provided by the City pursuant tot his Agreement in any promotional materials, signage, reports publications, notices and presentations concerning the Project.

ARTICLE 6

City's Obligations

- 6.1. Design and Bid Preparation. The City, or its agents or contractors, shall provide design and engineering for the Project, and prepare bid documents for the Project. The City will lead the final design and construction administration and shall be responsible for awarding contract for the Project. The City will provide project design and construction management.

- 6.2. Acknowledgement. The City shall appropriately acknowledge the funding assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project. The County shall appropriately acknowledge the assistance provided by the City pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.
- 6.3. Compliance with Laws/Standard. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the work anticipated by this Project. The City or its contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, codes, licenses, and rights and authorizations necessary for performing the work.
- A. Assignment. Neither the City nor the County may assign nor transfer any rights, duties, interests, or obligations under this Agreement without the prior consent of the County (in the case of an assignment requested by the City) and a fully executed assignment agreement, executed by the County and the City.
- B. Use of Contractors. The City may engage contractors to perform the activities funded pursuant to this Agreement. However, the City retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the City from any of its obligations under this Agreement.

If the City engages any contractors to perform any part of the Project, the City agrees that the contract for such services, labor, or materials shall include the following provisions:

- (a) The contractor must maintain all records and provide all reporting as required by this Agreement;
- (b) The contractor must defend, indemnify, and hold harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused by any intentional or negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable;
- (c) The contractor must provide and maintain insurance as set forth in the Insurance Terms, which is attached and incorporated as Exhibit 2, and provide to the County prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage;
- (d) The contractor must be an independent contractor for the purposes of completing the contracted work;
- (e) The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, codes, ordinances, and

regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.

- 6.4. City Responsibility for Project Delivery. The City will be responsible for construction management and inspection of the work of the Project assuring it meets approved professional standards. The County will have no actual or implied legal responsibility to the City relating to the above obligations and responsibilities of the Project.

ARTICLE 7

Indemnification and Insurance

Each party to this Agreement shall be solely liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, as amended, and other applicable laws govern liability of the County and the City. Each party warrants that they will comply with the indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed by a third party against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. In order to insure a unified defense against any third party liability claim arising from the work of the Project, the City agrees to require all contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minn. Stat. § 466.04 during the term of such activity. All such insurance policies shall name the City and the County as additional insureds. The City agrees to promptly provide the County copies of any insurance policy related to this Agreement upon the County's request.

ARTICLE 8

Reporting, Accounting and Auditing Requirements

- 8.1. Accounting Records. The City agrees to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the City for a minimum period of six (6) years following the expiration of this Agreement. The City agrees to promptly provide the County copies of any accounting records related to this Agreement upon the County's request.
- 8.2. Auditing. 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, the Legislative Auditor or the State Auditor to inspect, audit, copy or abstract 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 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.

8.3. Data Practices. Each party agrees with respect to any data that it possesses regarding this Agreement to comply with 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.

8.4. 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 to this Agreement, 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:

TO THE COUNTY: Steven C. Mielke, or successor
Physical Development Division Director
14955 Galaxie Avenue
Apple Valley, MN 55124-8579

Steven C. Mielke, or his successor, has the responsibility to monitor the City's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

TO THE CITY: Sue Polka, P.E., City Engineer, or successor
125 3rd Ave North
South St Paul, MN 55075

In addition, notification to the County regarding termination of this Agreement by the City shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

8.5. Liaisons. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison: Jeff Bransford, Parks Administrative Manager, or
successor
Telephone: (952) 891-7168
Email: Jeff.bransford@co.dakota.mn.us

City Liaison: Sue Polka, P.E., City Engineer, or successor
Telephone: (651) 554-3214
Email:

8.6. Changes to Designated Liaisons or Authorized Representatives. The parties shall provide written notification to each other of any change to the designated liaison or Authorized Representative. Such written notification shall be effective to change the designated liaison

or Authorized Representative under this Agreement, without necessitating an amendment of this Agreement.

ARTICLE 9

Modifications

Any alterations, amendments, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective governing boards, and signed by the Authorized Representatives of the County and the City.

ARTICLE 10

Termination

- 10.1. In General. Either party may terminate this Agreement for cause by giving seven (7) calendar days written notice of its intent to terminate to the other party. Such Notice of Termination for cause shall specify the circumstances warranting termination of this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the Effective Date of termination.
- 10.2. Termination by the County for Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient to allow payments due under this Agreement or any contract or work orders of invoices submitted. Written notice of termination sent by the County to the City by facsimile or email constitutes notice under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty of damages if this Agreement is terminated due to lack of funding.
- 10.3. Termination by the City for Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, the City may immediately terminate this Agreement if it does not obtain funding from the FLAP grant or other funding source. Written notice of termination sent by the City to the County by email constitutes notice under this section. The City will not be assessed any penalty of damages if this Agreement is terminated due to lack of funding.

ARTICLE 11

Minnesota Law to Govern

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement or its breach shall be venued in Dakota County, Minnesota.

ARTICLE 12

Merger

- 12.1. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. The Recitals at the beginning are part of the Agreement.
- 12.2. Exhibits 1 is attached hereto and said Exhibit is incorporated herein and made a part of this Agreement. By signing this Agreement, the parties affirm and acknowledge receipt of all the above Exhibit.

ARTICLE 13

Severability

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

ARTICLE 14

Waiver

If either party 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.

ARTICLE 15

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 from the County.

ARTICLE 16

Interpretation and Construction

This Agreement was fully reviewed and negotiated by the parties. Accordingly, the parties agree the “against the offeror” principle of contract interpretation and construction shall not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the party that drafted the Agreement. It is the intent of the parties that every section (including any subsection thereto), clause, term, provision,

condition, and all other language used in this Agreement shall be constructed and construed to give its natural and ordinary meaning and effect.

ARTICLE 17
Survivorship

The following provisions under this Agreement shall survive after the termination or expiration of this Agreement: Article 6.2 (Acknowledgement); Article 7 (Indemnification and Insurance); Article 8 (Reporting, Accounting and Auditing Requirements); Article 11 (Minnesota Law to Govern); Article 13 (Severability); Article 16 (Interpretation and Construction); and Article 17 (Survivorship).

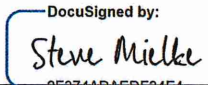
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:

/s/ Joseph Trojack 11/9/21
Assistant County Attorney/Date
KS-21-283

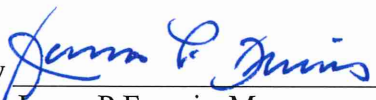
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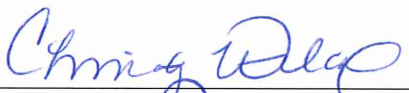
DAKOTA COUNTY

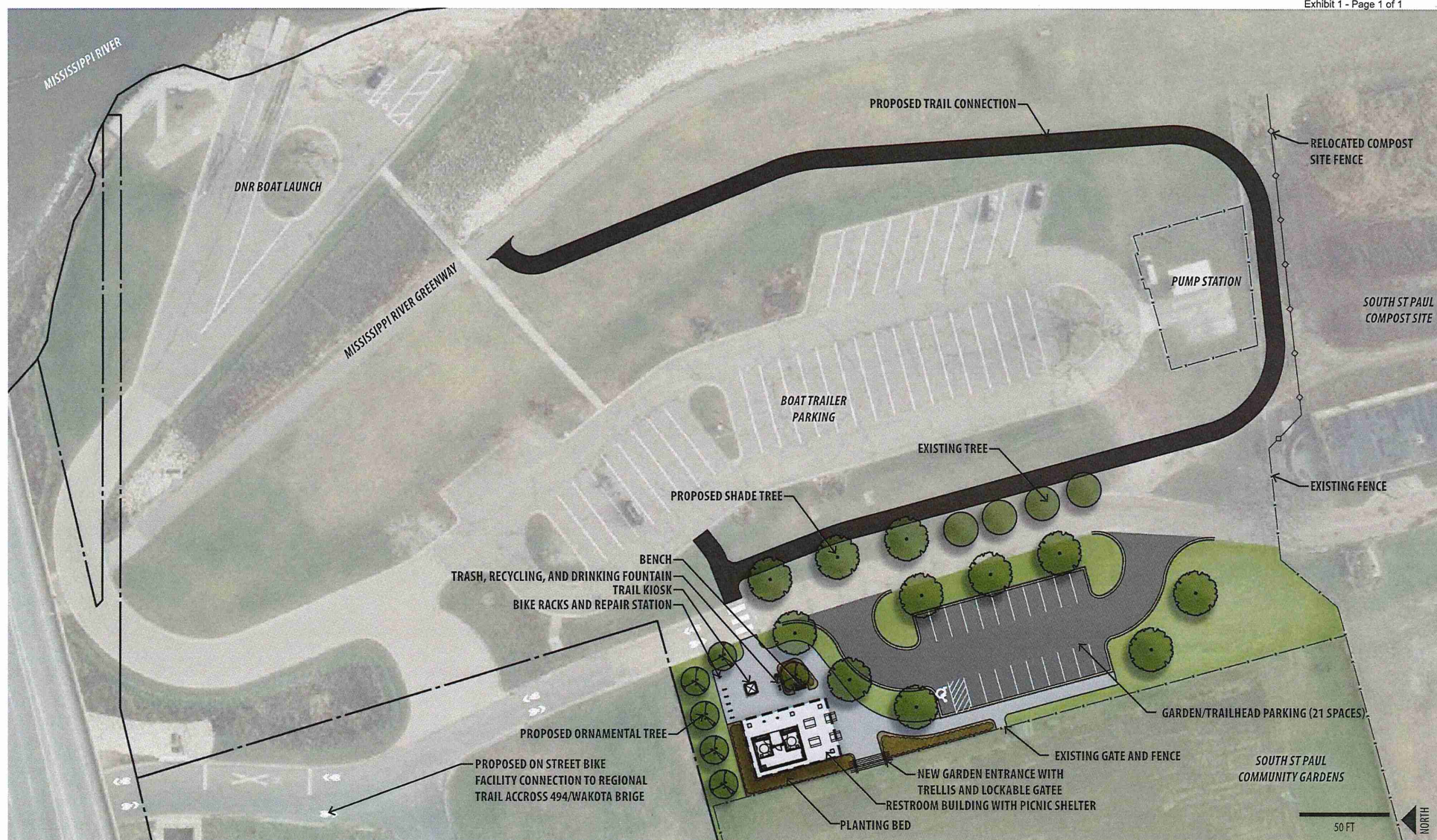
By 
Steven C. Mielke, Director
Physical Development Division

Date of Signature: 11/09/2021 | 10:11 AM CST

CITY OF SOUTH ST. PAUL

By 
James P. Francis, Mayor
Date of Signature: 11/15/21

By 
Christy Wilcox, City Clerk
Date of Signature: 11-22-2021



WAKOTA TRAILHEAD PREFERRED CONCEPT

SOUTH ST. PAUL WAKOTA SCENIC TRAILHEAD

PROJECT NO. 14579
JULY 2021



INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

☒ 2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

☒ Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☐ 3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

☒ 4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

☒ Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☒ 5. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

☒ 6. Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

☒ 7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

☒ 8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

☒ 9. Loss Information. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

☒ 10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).