

Dakota County Contract #DCATBD

**JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY
AND THE TOWNSHIP OF WATERFORD FOR**

Waterford Bridge No. L3275 Rehabilitation, Dakota County Project No. 97-224

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 Township of Waterford (“Township”) is a Minnesota municipal corporation (collectively herein the County and the Township are referred to as the “Parties”); and

WHEREAS, the Township desires to rehabilitate and strengthen portions of the steel truss and sandblast and paint the steel trusses for existing bridge L3275 on Canada Avenue W. in Waterford Township which will be referred to in this Agreement as the “project” to be identified as County Project (CP) 97-224; and

WHEREAS, On March 10, 2026, the Township received the signed grant agreement for the “Waterford Bridge Preservation – Project Completion G-MHCG-2507-30805” Historical and Cultural Heritage Grant award in the amount \$295,000; and

WHEREAS, the Township desires to appoint the Dakota County Engineer as its agent to carry out the work of this project as specified in this Agreement; and

WHEREAS, said Dakota County Engineer is willing to carry out the work of the project, on behalf of the Township, under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the Parties 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 set out the respective duties and responsibilities of the County and the Township for the Waterford Bridge No. L3275 Rehabilitation, Dakota County Project No. 97-224 (Exhibit 1), as more fully described herein.

ARTICLE 2

Parties

The Parties to this Agreement are the Township and County. County is acting by and through its Physical Development Division. Township is acting by and through its City Clerk.

ARTICLE 3

Term

This Agreement shall be effective on the date of the signature (Effective Date) of the last Party to sign this Agreement and expires on December 31, 2029, 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 Obligations

- 5.1. Plans and Specifications. The County will prepare plans and specifications for the project. The plans and specifications are subject to approval of the Township.
- 5.2. Bidding. The County will advertise for bids for the project in accordance with state law and provide the Township with an analysis of the bids received. The County must obtain the Township's approval of the bid before the County awards the contract pursuant to the terms of this Agreement.
- 5.3. Contract Award. The County shall prepare contract documents and administer the contract on behalf of the township in accordance with state law. The Dakota County Board of Commissioners will award the contract to the lowest responsible bidder in accordance with state law.
- 5.4. Construction. The County, or its agents or contractors, agree to act as the Township's agent dispersing construction funds and shall construct the Project as generally depicted on Exhibit 1. The Project shall be completed according to the approved Project design plans and specifications.
- 5.5. Construction Inspection and Contract Administration. The County agrees to perform inspection services during the project and determine whether or not the contractor's work

has been performed in a satisfactory manner. The County will use its best efforts to ensure that all work is carried out in accordance with the project specifications. The County has the right to accept or reject the work performed under the construction contract.

- 5.6. Acknowledgement. The County shall appropriately acknowledge the occupancy and use of property provided by the Township pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project. The Township shall appropriately acknowledge the assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.
- 5.7. Compliance with Laws/Standard. The County shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the construction of the work anticipated by this Project. The County or contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
- 5.8. County Responsibility for Project Delivery. The County will be responsible for management and inspection of the work of the Project assuring it is in accordance with State laws and meets approved construction standards. The Township will have no actual or implied legal responsibility to the County relating to the above obligations and responsibilities of the Project.

ARTICLE 6

Township's Obligations

- 6.1 Payment to the County. The Township agrees to reimburse the County for construction and professional services costs up to \$325,000 upon project completion and within 60 days of receiving an invoice from the County. This amount includes the \$295,000 G-MHCG-2507-30805 MN Historical and Cultural Grant (Exhibit 2) amount awarded to Waterford Township, and cash match described in the Grant agreement of \$30,000. The County intends to invoice the Township for the Township's costs at times during construction and at the end of the project. If any portion of an itemized claim is questioned by the Township, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

ARTICLE 7

Termination

- 7.1 Termination for Cause. This Agreement may be terminated for cause following a material breach of the Agreement by a Party by providing thirty (30) days written notice of termination. Such notice of termination shall not be effective unless the non-breaching

Party has provided the other Party with notice of material breach and a reasonable opportunity to cure.

- 7.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, the County may terminate this Agreement immediately in the event the County determines that sufficient funds from Township, County, State, or Federal sources are not appropriated at a level sufficient to allow for the performance of this Agreement.

ARTICLE 8

Authorized Representatives and Liaisons

- 8.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the Parties for purposes of this Agreement. The Authorized Representative, or their successor, has authority to bind the Party they represent to the extent such authority has been granted by the Party's governing body. The Parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed.

All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement:

To the Township:

Tom Davis, or successor
City Clerk
P.O. Box 531
Northfield, MN 55057

To the County:

Georg T. Fischer
Assistant County Manager: Physical
Development Director
14955 Galaxie Avenue
Apple Valley, MN 55124

- 8.2 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 Township. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed. At the time of execution of this Agreement, the following persons are the designated liaisons:

Township Liaison

Elizabeth Wheeler
Deputy Clerk
Telephone: (507) 261-3235
Email: deputyclerk1948@gmail.com

County Liaison

Tony Wotzka
Greenways Manager
Telephone: (952) 891-7966
Email: tony.wotzka@co.dakota.mn.us

ARTICLE 9

Liability

Each Party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, agents, volunteers, or employees. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by either Party under this Agreement. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the Parties' acts or omissions. Each Party warrants that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this Article 10 shall survive the expiration or termination of this Agreement.

ARTICLE 10

General Provisions

- 10.1 **Cooperation.** The Parties agree to cooperate in the use of resources, including available right-of-way to install the Community Project Improvements, to the extent feasible and to the extent permitted by law. The Parties further agree to cooperate in the administration of contracts and completion of the project, including cooperating in resolving any disputes the Parties may have with the contractor(s) both during the project and following completion of the project.
- 10.2 **Change Orders.** Any change orders or supplemental agreements that affect the project cost participation must be approved by appointed representatives of both Parties prior to execution of work. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.
- 10.3 **Amendments.** No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties' authorized representatives. The Authorized Representatives may extend term of this Agreement and make other non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. It is the intent of the Parties that only material changes to the Agreement require authorization and approval by the Parties' respective governing bodies.
- 10.4 **No Joint Venture.** It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the Parties or as constituting the County or the Township as the employee of the other entity for any purpose or in any manner whatsoever.

- 10.5 Data Practices. The Parties agree that any information and data received from the other Party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- 10.6 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other Party's Authorized Representative. Mailed notice shall be deemed complete two business days after the date of mailing.
- 10.7 Audit. To the extent applicable as to any disbursement of public funds between the Parties for services provided under this Agreement, the Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each Party shall allow the other Party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.
- 10.8 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.
- 10.9 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.
- 10.10 Waiver. If either of the Parties 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.
- 10.11 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.
- 10.12 Authority. The person or persons executing this Joint Powers Agreement on behalf of the Township and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective Parties and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

10.13 Electronic Signatures. Each Party agrees the electronic signatures of the Parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

[Signature page follows.]

DRAFT

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

DAKOTA COUNTY

By: _____
Georg Fischer, Assistant County
Manager: Physical Development

Date of signature: _____

Dakota County Contract #DCATBD
County Board Res. TBD

TOWNSHIP OF WATERFORD

By: _____
Chair of the Town Board

Date of Signature: _____

By: _____
Tom Davis, Township Clerk

Date of Signature: _____

EXHIBIT 1

Project Area and Restoration details



Year	Description
2026* (funds permitting)	Truss Strengthening to be completed.
2026* (funds permitting)	Deck Replacement to be completed.
2027* (funds permitting)	Truss Painting, Railing and Plaque to be completed for the full bridge rehabilitation allowing the structure to be completely open for use by pedestrians, bicyclists, and for other non-motorized recreation.

*Phases can be combined to complete the project earlier if sufficient funds can be secured.

EXHIBIT 2

Minnesota Historical and Cultural Heritage Grant Agreement

2026-03
5605776

MINNESOTA HISTORICAL SOCIETY
MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT

<u>Account No.</u>	<u>Fiscal Year</u>	<u>Object Code</u>	<u>MNHS Grant No.</u>	<u>Amount</u>	
02484	2026	5260	2507-30805	\$295,000.00	grant
				\$2,358,996.00	match

This agreement is made by and between the Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102, hereinafter called the SOCIETY, acting through its Director, and **Waterford Township**, P.O. Box 531 Northfield, Minnesota herein called the GRANTEE.

WHEREAS, the Minnesota Legislature, under Minnesota Session Laws 2025, Chapter 36, Article 4, Section 4, Subdivision 3 approved funding to the SOCIETY for statewide historic and cultural grants to local, county, regional, or other historical or cultural organizations or for activities to preserve significant historic and cultural resources such as that which is contemplated by GRANTEE, and

WHEREAS, the GRANTEE and its project *Waterford Bridge Preservation – Project Completion* meets the eligibility criteria for funding under the grants program; and

WHEREAS, the SOCIETY'S Governing Board approved a grant recommended for funding by the Historical Resources Advisory Committee on December 11, 2025.

NOW THEREFORE, in consideration of the award of the grant, the GRANTEE agrees to administer said grant in accordance with the following policies and procedures:

I. PROJECT DESCRIPTION

A. The project period for this activity is from January 01, 2026 to June 01, 2027.

B. The project will be carried out in accordance with the provisions of the *Minnesota Historical and Cultural Heritage Grants Manual*. The project will also be carried out in accordance with the GRANTEE'S Minnesota Historical and Cultural Heritage Grants Program Grant Application. Page 1 of the application is included as Attachment A, and the entire application is hereby incorporated by reference.

C. The official Scope of Work Form as approved by the SOCIETY supersedes the GRANTEE's grant application scope of work form and is included as Attachment C and hereby incorporated by reference. All work on the project will be in conformance to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

D. The official project budget as approved by the SOCIETY supersedes the GRANTEE'S grant application budget and is included as Attachment B and hereby incorporated by reference.

E. Only the items set forth in the Approved Project Budget (Attachment B) may be charged against the grant project.

F. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.

G. Changes in the Approved Project Budget may not exceed twenty (20) percent of any line item. Changes occurring after the project begins that exceed twenty (20) percent of any line item will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.

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EXHIBIT 2