

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF EAGAN FOR
NATURAL RESOURCE RESTORATION AND ENHANCEMENT PROJECTS**

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through Dakota County Parks ("County") and the City of Eagan ("City"). This Agreement uses the word "Parties" for both the County and the City.

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

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

WHEREAS, by Resolution 20-568, the County Board of Commissioners adopted a Land Conservation Plan for Dakota County (the "LCP"), which included as a goal the establishment of a City - County Collaborative for natural resources planning, protection, and management.

WHEREAS, the LCP also included as a goal that the County, in collaboration with Cities, should identify land protection priorities and opportunities, develop natural resource management plans and priorities for city properties, develop joint grant proposals, and improve efficiencies and lower costs by sharing resources and equipment.

WHEREAS, the County has worked with cities within the County to jointly develop guidelines and criteria for implementing certain natural resources management and restoration collaborative projects, under which guidelines cities may submit potential natural resource restoration projects for County assistance.

WHEREAS, the City and County recognize that it will be efficient and cost-effective to share resources and cooperate in implementing various natural resources management and restoration projects within the City.

WHEREAS, the County anticipates providing limited technical and ecological services to the City such as assistance with grant writing, planning, plant and species identification, and similar services where the County's assistance or collaborative planning will further the goals of the County's LCP.

WHEREAS, the City and County recognize that it will be efficient and cost-effective to share resources and cooperate in implementing various natural resources management and restoration projects within the City.

WHEREAS, the City and the County further recognize that it will be efficient to have a single master agreement for all such projects within the City, and to provide for that agreement to be modified over time as Projects are added or modified and as cooperative opportunities and implementation efficiencies may change.

WHEREAS, the City and the County therefore desire to enter into this Agreement for the purpose of defining the responsibilities of the Parties for projects to be identified through this Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 PURPOSE

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the implementation and maintenance of various natural resources-related projects and ecological services located on City-owned property, as more fully described herein.

ARTICLE 2 TERM

This Agreement shall be effective as of the date of the signatures of the Parties (the "Effective Date") and shall remain in effect until terminated by the Parties pursuant to Article 9 of this Agreement or unless termination is required by operation of law or by decision of a court of competent jurisdiction.

ARTICLE 3 NATURAL RESOURCES PROJECT COLLABORATION

- 3.1 Natural Resources Project Management. Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the County or its agents or contractors will provide restoration services for projects as may be identified on Exhibit 1 and any addendum to Exhibit 1 (the "Restoration Projects" or "Projects"). The Restoration Projects will be completed according to an individual Natural Resources Management Plan to be established for each Restoration Project (the "Restoration Project NRMP"). A copy of the Restoration Project NRMP will be maintained on file with the County and will be summarized on a Restoration Project Work Plan included on Exhibit 1 and any addendum to Exhibit 1. (Exhibit 1 and its addenda (e.g. 1a, 1b, 1c) are collectively referred to herein as "Exhibit 1".) Unless otherwise specified on Exhibit 1, the County will lead the Restoration Project and shall be responsible for soliciting bids and awarding contracts for the Restoration Project. To the extent a Restoration Project includes stormwater management or other work relating to or affecting City infrastructure, the County will not begin such work until engineering plans for that portion of the Restoration Project (if any) have been approved by the City Engineer.
- 3.2 County Financial Contribution Maximum. Unless otherwise specified in an Exhibit, the County's financial obligation for the costs of the Restoration Project shall not exceed 85% of the total Project costs (the "County Maximum Contribution"). In addition to the City funding obligation identified on Section 3.4, the City shall be responsible for all Restoration

Project costs exceeding the County Maximum Contribution, subject to the City's approval of such costs as provided for in this Agreement. The total Restoration Project costs shall be determined based on the County's solicitation method for the Restoration Project and any approved contract change orders or amendments during the Restoration Project.

- 3.3 Notice to City Prior to Award of Contract and Approval of Change Orders. If the County is leading the Restoration Project, the County will notify the City of the amount of the selected bid. The City shall thereafter notify the County as to whether the City approves the Restoration Project or whether it wishes to terminate the Restoration Project based on the amount of the bid. Such notice will be provided promptly, within at least fourteen (14) days of receipt by the city of the bid notification, to allow the County to award or reject the bid. If the City accepts the lowest responsive bid amount and approves proceeding with the Restoration Project, or does not respond to the County within fourteen days of receiving the bid notification, , the County shall award the contract and the Parties shall be responsible for paying the contractor as provided for in this Agreement and the applicable Exhibit for the Restoration Project. Following the contract award, the County will obtain the City's consent, which consent shall not be unreasonably withheld, prior to approving any requested change order or contract amendment that increases the City's share of the Restoration Project costs. The City acknowledges and agrees that the County may terminate or reduce the scope of the Restoration Project at any time if the City does not approve a change order or contract amendment and such change order or amendment would require the County to incur costs exceeding the County Maximum Contribution.
- 3.4 City Funding Obligation. Unless the City rejects a bid amount for a Restoration Project pursuant to Section 3.3 of this Agreement, the City shall reimburse the County for Restoration Project costs in excess of the County Maximum Contribution, unless a different City contribution amount is identified on the applicable Exhibit for the Restoration Project, which amount may be \$0. The County will administer the contract for the Restoration Project and will make all required payments to the contractor. Following payments to the contractor, the County will submit an invoice to the City for reimbursement of the City's proportionate share of the contractor payments. The City shall reimburse the County for its share of the payments within 35 days of receipt of the invoice.
- 3.5 License for Restoration Project Activities. The City shall be responsible for designating appropriate locations within the Restoration Project area for access, staging activities, and any necessary equipment or materials storage relating to the Project. The City grants a license for the County and its employees, agents, and contractors to conduct the Projects within the areas shown on the applicable Restoration Project Exhibit and other City property and City right-of-way to the extent necessary to complete the Project pursuant to this Agreement. The License shall remain in effect for as long as necessary for the County to reasonably undertake and complete its obligations or designated activities as identified in this

Agreement or on any Exhibit.

- 3.6 Restoration Project Support. The City, or its agents or contractors, will provide support where needed in the field and working as the communication link as necessary, to the extent a Restoration Project may affect activities on City property. The City will also provide oversight and approval of engineering plans (if any) for Project activities that may affect City infrastructure.
- 3.7 Acknowledgment. When Restoration Project funding partners are identified on a Project Exhibit, the City shall appropriately acknowledge the assistance provided by the County and the designated funding partners, such as the State of Minnesota through the Outdoor Heritage Fund, in any promotional materials, signage, publications, notices, and presentations concerning the Project. Additional acknowledgements, such as posting signs acknowledging a funding partner, may be required if identified as part of the Restoration Project Exhibit. The County will provide any required signage, language, graphics, etc. to the City.
- 3.8 City Responsibility for Maintenance of Native Vegetation. Following completion of a Restoration Project, the Parties will be responsible for the annual maintenance to retain the integrity of the native plantings within the Project area as identified on the Restoration Project Exhibit. If no maintenance obligations are identified on an applicable Exhibit, the City shall be responsible for ongoing maintenance of areas that are not located within a County easement so long as the City continues to own the Restoration Project property. Unless otherwise identified on an Exhibit, such maintenance shall maintain the integrity of the native plantings, but will be performed according to a maintenance schedule to be determined by the City. Specific maintenance responsibilities may be identified on the applicable Project Exhibit. The City will permit the County to inspect the Project area annually (if requested) at a time convenient for the Parties and shall consult with the County as necessary to ensure that the native restoration is maintained consistent with the Project NRMP.

ARTICLE 4 ECOLOGICAL SERVICES COLLABORATION

The Dakota County Parks Director may allocate staff hours to provide technical assistance for natural resources-related projects or programs to the City, such as grant writing, planning assistance, plant and species identification, and similar technical services (“the Ecological Services” or “Services”). The allocation of County resources for such Services will be in the County’s sole discretion and depend on the Dakota County Parks Director’s determination that the allocation of staff time is consistent with County interests and related to the County’s LCP, and resources are available. Nothing in this Agreement shall be construed as a guarantee that the City will receive Ecological Services from the County.

ARTICLE 5 PROJECT IDENTIFICATION

- 5.1 Initial Projects. The Parties have identified the following Projects to be completed pursuant to this Agreement, as identified on Exhibit 1:
- (a) Patrick Eagan Park Natural Resources Management Plan.
- 5.2 Future Projects. The parties will confer periodically at their convenience to consider additional Restoration Projects or similar projects within the City. The City may also, at its convenience, submit requests for Projects and Ecological Services pursuant to the County's guidelines and criteria. Any additional Projects agreed to by the Parties shall be governed by and incorporated into this Agreement through a written amendment to the Agreement and the applicable Exhibit(s). Any such amendment shall be considered a material amendment under Section 6.3 of this Agreement.

ARTICLE 6

AMENDMENTS

- 6.1 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties.
- 6.2 Administrative Amendments. The Authorized Representatives (as defined in Article 8) may make non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. Any such modification or amendment shall not be effective until incorporated as a written amendment to this Agreement pursuant to section 6.1. Minor modifications of the Restoration Project areas and tasks identified on Exhibits 1 and 2 made for the convenience of the Parties shall be considered non-material amendments, provided that the Parties' Authorized Representatives determine that such modifications do not significantly impact the Party's approved budget for its obligations under this Agreement. Nothing in this Section 6.2 requires a Party to process an amendment administratively if, in the Party's sole discretion, the Party determines that a proposed amendment should be reviewed by its governing body.
- 6.3 Material Amendments. Any material changes to this Agreement, including but not limited to the addition or removal of any Restoration Project identified in the Exhibits or the modification of a Restoration Project or Project obligations that, in the view of an individual Party, significantly impact that Party's budget for the Project, shall require authorization and approval by the Parties' respective governing bodies.

ARTICLE 7

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 7 shall survive the expiration or termination 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, or in a modification of this Agreement:

To the County:

Niki Geisler
Parks Director
Dakota County Parks
Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124
Email: Niki.geisler@co.dakota.mn.us

To the City:

Andrew Pimental
Director of Parks and Recreation
City of Eagan
3830 Pilot Knob Road
Eagan, MN 55122
Email: andrew.pimental@eaganmn.gov

With a Copy to:

Robert B. Bauer
City Attorney
Dougherty, Molenda, Solfest, Hills &
Bauer P.A.
14985 Glazier Avenue, Suite 525
Apple Valley, MN 55124
Email: rbauer@dmslb.com

- 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 City within the applicable Project Exhibit. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

ARTICLE 9 TERMINATION

- 9.1 Termination without Cause. This Agreement may be terminated without cause, by either Party upon (60) calendar days' written notice of intent to terminate. Such notice of termination shall not affect the Parties' obligation for payment of or reimbursement for costs incurred or obligated pursuant to this Agreement prior to the notification.
- 9.2 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. The actions giving rise to a material breach shall be limited to the failure by the Parties to undertake their respective obligations under Articles 3, 4, and 5.
- 9.3 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement or any individual Project shown in an Exhibit immediately in the event the terminating Party determines that sufficient funds from City, County, State, or Federal sources are not appropriated at a level sufficient to allow for the performance of this Agreement. Such notice of termination shall not affect the Parties' obligation for payment of or reimbursement for costs incurred pursuant to this Agreement prior to the notification.

ARTICLE 10 GENERAL PROVISIONS

- 10.1 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. 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. The City and County Authorized Representatives, or successors, will be responsible for resolving issues and conflicts. If the Authorized Representatives are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Manager and City Administrator. If the County Manager and City Administrator are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Board and City Council
- 10.2 Public Communications and Information. The City will be responsible for public education for safe use of City property and communicating

information to the public and other key stakeholders regarding Project activities located on City property or otherwise affecting City infrastructure.

- 10.3 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 City as the employee of the other entity for any purpose or in any manner whatsoever.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 Minnesota Law Governs. 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.
- 10.8 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.
- 10.9 Authority. The person or persons executing this Joint Powers Agreement on behalf of the City 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.
- 10.10 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.

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

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

DAKOTA COUNTY

By: _____
Georg T. Fischer, Director
Physical Development Division

Date: _____

CITY OF EAGAN

By: _____
Mike Maguire
Its: Mayor

Date: _____

By: _____
Elizabeth VanHoose
Its: City Clerk

Date: _____

Dakota County Contract #
County Board Res. No.

EXHIBIT 1
Projects

Exhibit 1A: Patrick Eagan Park Natural Resources Management Plan

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EXHIBIT 1A

Project Title: Patrick Eagan Park Natural Resources Management Plan
Development of a Natural Resources Management Plan (NRMP) for Patrick Eagan Park.

I. NRMP Scope

- a. Assessment of current ecological condition of the site
- b. Identification of restoration goals and recommended activities
- c. A detailed five-year workplan to work toward meeting the restoration goals.

II. 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 promptly provide Notice to each other when a Liaison's successor is appointed.

County Liaison:

Meghan Manhattan
Natural Resource Supervisor
Dakota County Parks
Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: (952) 891-7108
Email: meghan.manhattan@co.dakota.mn.us

City Liaison:

Andrew Pimental
Director of Parks and Recreation
City of Eagan
3830 Pilot Knob Road
Eagan, MN 55122
Telephone: (651) 675-5506
Email: andrew.pimental@eaganmn.gov

Figure 1 – Map of Project Location



III. Funding Details

- a. Source: The project will be completed using a combination of grants and cash match from the City and County. Projected costs are based on an existing contract between the County and Friends of the Mississippi River for NRMP development. See Table 1 for details on estimated costs and funding sources.
- b. County Funding Obligation: The County's financial obligation for the costs of the Project shall not exceed 85% of the total Project costs (the "County Maximum Contribution"). In addition to the City funding obligation identified below (III.c.), the City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City's review of such costs as provided for in this Agreement. The total Project costs shall be determined based on the County's contract with Friends of the Mississippi River and any approved contract change orders or amendments during the Project.
- c. City Funding Obligation: The City has agreed to provide cash match to equal or exceed 15% of the total Project costs. The County will invoice the City for its total cash contribution following the parties' review and approval of the NRMP draft.
- d. Requirements associated with the grant funds. The City shall display, where practicable, a sign with the Outdoor Heritage Fund logo on any land restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials. When practicable, the City shall also prominently display the legacy logo on its parks and recreation home page on its website, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page established and maintained by the County that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site. The County will assist the City with identifying any required signage, language, graphics, etc. to the City.

IV. Other Obligations

- a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the timeline are non-material.

Contractor to begin drafting NRMP	Summer 2026
City of Eagan to Review and Approve Draft NRMP	Winter 2026
NRMP Finalized and Delivered to City of Eagan	June 30, 2027

EXHIBIT 2
Funding

2A: Patrick Eagan Park Natural Resources Management Plan

DRAFT

EXHIBIT 2A

Table 1 – Funding Sources for Patrick Eagan Park Natural Resources Management Plan

<u>Funding Source</u>	<u>Amount</u>	<u>Cost Share</u>
Maximum Outdoor Heritage Fund State Grant (cash)	\$10,882	85%
Minimum City (in-kind)	\$1,920	15%
Total project value	\$12,802	

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