

**FIRST AMENDMENT
TO THE JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
AND CITY OF FARMINTON
FOR COMMUNITIES FOR ALL INCLUSION INITIATIVE**

WHEREAS, effective September 10, 2025, the County of Dakota, by and through its Social Services Department, (“County”), and City of Farmington, 430 Third St., Farmington, MN 55024 (“City”) entered into a joint powers agreement under which the County awarded the City a subgrant related to the Communities For All Inclusion Initiative (“the Agreement”); and

WHEREAS, the parties desire to amend the Agreement; and

WHEREAS, the Agreement provides that any amendments shall be valid only when in writing and signed by Authorized Representatives of the parties.

ACCORDINGLY, the parties agree to amend the Agreement to increase the Total Cost as follows:

1. Section 4, County Obligations, of the Agreement is hereby amended to read as follows:

The County agrees to reimburse the City in an amount not to exceed \$22,126.00 for costs incurred in performing services fulfilling the Purpose described above from the Effective Date through August 31, 2026.

2. Exhibit 3, Service Grid, of the Agreement is hereby replaced with Exhibit 3, Service Grid-Revised, attached hereto.
3. All other terms of the Agreement between County and City shall remain in full force and effect unless otherwise amended or terminated in accordance with law or the terms of the Agreement.
4. If any provision of this Amendment conflicts with the any provision of the Agreement, or an earlier Amendment, the conflicting provision of this Amendment prevails.

ELECTRONIC SIGNATURES

EACH PARTY AGREES THE ELECTRONIC SIGNATURES OF THE PARTIES INCLUDED IN THIS AGREEMENT ARE INTENDED TO AUTHENTICATE THIS WRITING AND TO HAVE THE SAME FORCE AND EFFECT AS WET INK SIGNATURES.

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

[Signature Page to Follow]

COUNTY OF DAKOTA

By: _____

Title: Assistant County Manager

Date: _____

County Board Res No. 26-
Dakota County Contract #CLA20779.1

CITY OF FARMINGTON

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Clerk

Date: _____

Exhibit 2: Service Grid

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

Service Location: Dakota County, City of Farmington

Purpose

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

- Training
- Technical Assistance
- Microgrants
- Communications & Marketing

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

REVISED February 2, 2026

In May 2025, the City of Farmington Parks and Recreation Department applied to Dakota County's Communities for All Initiative for \$16,000 to purchase and install an electric adult changing station at the Rambling River Center. The City was awarded \$16,000 in reimbursable funding in July 2025.

The original cost estimates included \$10,226 for the changing station, \$5,300 for electrical work, and \$474 for installation, based on an initial installation estimate of \$400–\$600. City staff later determined the installation required specialized expertise and structural reinforcement to support up to 500 pounds. A formal proposal from CM Construction Company, Inc. identified installation costs of \$6,600.

Communities for All Review Committee has approved an additional \$6,126 for installation costs.

Target Group

Residents of Dakota County

Goals

Advance Physical Accessibility in Public Spaces

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

Foster Belonging and Dignity for All Community Members

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

Lead by Example in Building Inclusive Community Infrastructure

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

Service Expectations

Procure and Install Inclusive Equipment

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

Maintain Accessibility of Installed Resources

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

Promote Awareness and Use of Inclusive Resources

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

Engage the Community

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

Comply with Project Oversight and Reporting Requirements

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

Provider Collaboration

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

Project Publicity

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

Outcome Measures

Increased Accessibility of Public Spaces

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

Improved Community Participation by People with Disabilities

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

Enhanced Community Awareness of Inclusion Tools

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

Positive User Feedback

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

Staff and Volunteer Preparedness

- Measure: Number of staff and volunteers trained on the use and purpose of inclusive resources.
- Target: 100% of front-facing staff and volunteers trained at locations where the new resource is deployed.

- Evaluation Method: Training attendance logs and pre/post training knowledge checks (optional).

Reporting

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

Initial Implementation Report

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

Contents:

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

Mid-Project Progress Report

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

Contents:

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

Final Report

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

Contents:

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

Ad Hoc Updates (if requested)

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

County Responsibilities

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

Payment Limitations

The County will pay for services as follows:

(Revised Feb 2026) NTE \$22,126 to equip the designated community space with essential inclusive resources:

\$22,126 for 1 adult-sized changing table and installation

Payment Source:

Workforce Shortage - DHS Grant Funds

Billing Procedures

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

on a case will take longer than six months to resolve, the Contractor is to alert the County Deputy Director. All bills for a calendar year must be submitted to the County by February 15 of the following calendar year to receive reimbursement.