JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
THE CITY OF WEST ST. PAUL

This Joint Powers Agreement ("Agreement") is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Physical Development Division, 1590 Highway 55, Hastings, Minnesota 55033 ("County"), and the City of West St. Paul ("City"), by and through their respective governing bodies.

RECITALS

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

WHEREAS, City is a governmental unit and political subdivision of the State of Minnesota; and

WHEREAS, County is a governmental unit and political subdivision of the State of Minnesota; and

WHEREAS, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Health Grant Project Agreement No. 183510, attached hereto as set forth in Exhibit A for implementation of the County’s Statewide Health Improvement Program ("SHIP"); and

WHEREAS, the County and the City are desirous of entering into this Agreement so that the County and the City may share the cost to update a Pedestrian and Bicycle Master Plan ("Project").

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

1. Effective Date and Term. This Agreement shall be effective as of the dates of signature by the parties. This Agreement shall remain in effect until October 31, 2022 or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

2. Grant of Monies. The County agrees to reimburse the City in an amount not to exceed $30,000 for costs incurred to update a Pedestrian and Bicycle Master Plan during the period from the Effective Date through October 31, 2022.

3. Purpose. The purpose of this Agreement is to provide cooperation and funding by the County to the City so that the City can update a Pedestrian and Bicycle Master Plan. All funds provided by the County are to be used by the City solely for this purpose. Funds obtained by the City pursuant to this Agreement shall only be used for the payment of actual professional services provided by the chosen consultant.
4. **Obligations of the City.**

Update a Pedestrian and Bicycle Master Plan. The City will lead the Pedestrian and Bicycle Master Plan Update, utilizing a contract with a consultant and shall be responsible for awarding contracts for the Pedestrian and Bicycle Master Plan Update. The study shall be conducted as more fully described in Exhibit B, Contract Deliverables for the update of the Pedestrian and Bicycle Master Plan Funded by the Statewide Health Improvement Program (SHIP) and Exhibit C, Statewide Health Improvement Program (SHIP) Application for Local Funding, attached hereto and incorporated by reference herein.

5. **Reimbursement.**

After this Agreement has been executed by both parties, the City may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with the Agreement.

The County will reimburse the City within 45 calendar days of the City’s submission of invoices to the County. Invoices must be submitted in the form acceptable to the County. All requests for reimbursement must be submitted by September 15, 2022. The City must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with Master Grant Contract No. 12-700-0068 attached hereto as set forth in Exhibit D, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

6. **Miscellaneous.**

A. **Authorized Representatives.** The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:

Steven C. Mielke, Director  
Physical Development Division  
14955 Galaxie Avenue  
Apple Valley, MN  55124  
Telephone: (952) 891-7007  
Email: Steven.Mielke@co.dakota.mn.us

Steven 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.
The City’s Authorized Representative is:

Nathan Burkett
City Manager
City of West St. Paul
1616 Humboldt Avenue
West St. Paul, MN 55337
Telephone: 651.552.4131
Email: nburkett@wspmn.gov

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

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

B. Assignment, Amendments, Waiver and Complete Agreement.

i. Assignment. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the City.

ii. Use of Contractors. The City may engage contractors to perform 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 activities, the City agrees that the contract for such services 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 save 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 in whole or in part by any 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 through the term of this Agreement in amounts and types of coverage as set forth
in the Insurance Terms, which is attached an Incorporated as Exhibit E, 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 must acknowledge that the contract between the City and the contractor does not create any contractual relationship between County and the contractor.

(f) The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.

iii. Amendments. Any amendment to this Agreement must be in writing and executed by the County and the City.

iv. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

v. Agreement Complete. This Agreement and exhibits contain all negotiations and agreements between the County and the City. No other understanding regarding this Agreement, whether written or oral may be used to bind either party.

C. Indemnification. Each party to this Agreement shall be liable for the acts or omissions of its officers, directors, employees or agents and the results thereof to the fullest extent authorized by law and shall not be responsible for the acts of the other party, its officers, directors, employees or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties’ acts or omissions. In the event of any claims or actions asserted or filed 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 claims arising from work of the Project, City agrees to require all contractors or subcontractors hired to do any work on the feasibility and alignment study to maintain commercial general liability insurance in the amounts consistent with the minimum limits of coverage established by Minn. Stat. § 466.04 during the terms of the Project. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance company or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

D. Audit. The City shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this
Agreement. Upon request the City shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The City shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.

E. **Data Practices.** The City agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

F. **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.

G. **Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.

H. **Nondiscrimination.** The City agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the City agrees not to discriminate against any employee, applicant for employment, or participant in this Agreement because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation.

I. **Compliance with Law.** The City agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations. The City is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.

J. **Default and Remedies.**

i. **Events of Default.** The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the City fails to fully comply with any material provision, term, or condition contained in this Agreement.
ii. **Notice of Event of Default and Opportunity to Cure.** Upon the County’s giving the City written notice of an event of default, the City shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the City is using its best efforts to cure and is making reasonable progress in curing such events of default (the “Cure Period”). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the City shall propose in writing the actions that the City proposes to take and the schedule required to cure the event of default.

iii. **Remedies.** Upon the City’s failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:

(a) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.

(b) The County may enforce any additional remedies it may have in law or equity.

(c) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days’ written notice to the City. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

L. **Non-Appropriation.** Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.
M. **Ownership of Materials and Intellectual Property Rights.**

i. The County agrees to, and hereby does, assign all rights, title and interest it may have in the materials conceived or created by the City, or its employees or subgrantees, and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (“Materials”).

ii. The City represents and warrants that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. City shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the Authority would otherwise possess.

7. **Special Condition.** The City understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County by Grant Agreement No. 183510, attached hereto as Exhibit A and incorporated herein, including but not limited to the following:

A. Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify the State of Minnesota through the Minnesota State Department of Health (“Department”) as a sponsoring agency and shall not be released unless approved in writing by the Department’s authorized representative.

B. The City shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the City or its agents or employees.

C. The City, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

/s/ Jennifer L. Wolf 1/6/22
Assistant County Attorney/Date

Dakota County BR 21-587

COUNTY OF DAKOTA

By: ________________________________
Steven C. Mielke
Title: Director, Physical Development Division
Date: 01/18/2022 | 3:11 PM CST

CITY OF WEST ST. PAUL

By: ________________________________
Dave Napier
Title: Mayor
Date: ________________________________

AND

By: ________________________________
Nathan Burkett
Title: City Manager
Date: ________________________________
You have received a grant award from the Minnesota Department of Health (MDH). Information about the grant award, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

**ATTACHMENT:** Grant Project Agreement

**CONTACT FOR MDH:** Meredith Ahlgren, 651-201-5446, meredith.ahlgren@state.mn.us

<table>
<thead>
<tr>
<th>Grantee SWIFT Information</th>
<th>Grant Agreement Information</th>
<th>Funding Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of MDH Grantee:</strong></td>
<td><strong>Grant Agreement/Project Agreement Number:</strong> 183510</td>
<td><strong>Total Grant Funds (all funding sources):</strong> $782,859.00</td>
</tr>
<tr>
<td>Dakota County Community Health Board</td>
<td></td>
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<tr>
<td><strong>Grantee SWIFT Vendor Number:</strong></td>
<td><strong>Period of Performance Start Date:</strong> November 1, 2020</td>
<td><strong>Total State Grant Funds:</strong> $782,859.00</td>
</tr>
<tr>
<td>0000197289</td>
<td><strong>Period of Performance End Date:</strong> October 31, 2025</td>
<td><strong>Total Federal Grant Funds:</strong> N/A</td>
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</tbody>
</table>
This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health (“State”) and the Dakota County Community Health Board, an independent organization, not an employee of the State of Minnesota, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118, (“Grantee”).

1. Under Minnesota Statutes 144.0742, the State is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;

2. The State and the Grantee have entered into Master Grant Contract number 12-700-00068 (“Master Grant Contract”) effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto;

3. The State, pursuant to Minnesota Statutes 145.986, is empowered to award Statewide health Improvement Partnership (hereinafter “SHIP”) grants to convene, coordinate, and implement evidence-based strategies targeted at reducing the percentage of Minnesotans who are obese or overweight and at reducing the use of tobacco; and

4. The Grantee represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the State. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

NOW, THEREFORE, it is agreed:

1 **Incorporation of Master Grant Contract.** All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.

2 **Term of Agreement.**

2.1 **Effective date.** This grant project agreement shall be effective on November 1, 2020, or the date the State obtains all required signatures under Minnesota Statutes 16B.98. Subd. 5(a), whichever is later. The Grantee must not begin work until this contract is fully executed and the State’s Authorized Representative has notified the Grantee that work may commence.

2.2 **Expiration date.** October 31, 2025, or until all obligations have been fulfilled to the satisfaction of the State, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.

3 **Grantee’s Duties and Responsibilities.** Grantee shall comply with the following grant requirements:

**General.** Grantee must:

1. Work with State to finalize Grantee’s yearly work plan and budget. The annual budget and work plan must be approved in writing by State by November 1, 2020. If the work plan is not approved by November 1, 2020, Grantee cannot perform work under this agreement.

2. Perform the activities approved in the work plan.

3. Grantee will contact State if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant deliverables in a satisfactory manner, State has the authority to withhold further funds.
4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee’s budget must include a minimum of one FTE to coordinate the activities of the grant.

5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with State evaluation staff and contractors.

6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.

7. Participate in site visits and grant reconciliation processes with State.

8. Participate in regularly scheduled calls and meetings with community specialists.


10. Attend State-sponsored conferences, meetings, and in-person trainings.

11. Comply with State product approval outlined in the SHIP Communications Guide.

12. Allow State and others to use any products or materials produced with SHIP funds.

**Reporting**

1. Participate in all required evaluation activities as outlined in the SHIP Application.

2. Completed progress and evaluation reports will be due quarterly. The schedule for quarterly reporting is provided below. The State will provide guidance regarding the required content of the reports.

<table>
<thead>
<tr>
<th>Quarterly Reporting Period</th>
<th>Report Submission Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 1 – January 31</td>
<td>February 29</td>
</tr>
<tr>
<td>February 1 – April 30</td>
<td>May 3</td>
</tr>
<tr>
<td>May 1 – July 31</td>
<td>August 30</td>
</tr>
<tr>
<td>August 1 – October 31</td>
<td>November 30</td>
</tr>
</tbody>
</table>

**Financial**

1. Adhere to the request and approval process set forth by the State in the SHIP Financial Guide.

2. Obtain prior approval from the State for all subcontracts or mini-grants $3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.

3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.

4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.

5. Ensure that administrative costs are explained and justifiable. The State will accept up to the Grantee’s current federally approved rate. If Grantee does not have a federally approved indirect cost rate, the State will accept an indirect rate of up to 10 percent of the total grant award.

6. Report to the State other funding sources, including grants from other sources, that are directed toward tobacco, obesity, and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.

7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.

8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure, prevent obesity, or increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce tobacco use and exposure, prevent obesity, or increase well-being. The Grantee may not use SHIP funds to replace federal,
state, local, or tribal funding Grantee currently uses to reduce tobacco use and exposure, prevent obesity, or increase well-being.

Lobbying
 Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts, assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

4 Consideration and Payment.

4.1 Consideration. The State will pay for all services performed by the Grantee under this grant project agreement as follows:

(a) Compensation. The Grantee will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the State’s Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified.

Budget periods for the five years are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Start Date - End Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>November 1, 2020 – October 31, 2021</td>
<td>$782,859.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>November 1, 2021 – October 31, 2022</td>
<td>To Be Determined</td>
</tr>
<tr>
<td>Year 3</td>
<td>November 1, 2022 – October 31, 2023</td>
<td>To Be Determined</td>
</tr>
<tr>
<td>Year 4</td>
<td>November 1, 2023 – October 31, 2024</td>
<td>To Be Determined</td>
</tr>
<tr>
<td>Year 5</td>
<td>November 1, 2024 – October 31, 2025</td>
<td>To Be Determined</td>
</tr>
</tbody>
</table>

(b) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant project agreement will not exceed $782,859.00 (Seven Hundred Eighty-Two Thousand Eight Hundred Fifty-Nine Dollars).

(c) Budget Modifications. Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) or incorporated in Exhibit B) requires prior approval from the State and must be indicated on submitted reports. Failure to obtain prior approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports and that the total obligation of the State for all compensation and reimbursements to the Grantee shall not exceed the total obligation listed in 4.1(b) or Exhibit B.

4.2 Terms of Payment.

(a) Invoices. The State will promptly pay the Grantee after Grantee presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Invoices shall be completed on a form prescribed by the State for each month and submitted within 45 days after the end of the month.

(b) Matching Requirements. Grantee certifies that the following matching requirement for the grant will be met by Grantee: A local match of ten percent of the total funding allocation will be provided and documented.
5 **Conditions of Payment.** All services provided by Grantee pursuant to this grant project agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.

6 **Ownership of Equipment.** The State shall have the right to require transfer of all equipment purchased with grant funds (including title) to the State or to an eligible non-State party named by the State. This right will normally be exercised by the State only if the project or program for which the equipment was acquired is transferred from one grantee to another.

7 **Authorized Representatives.**

7.1 **State’s Authorized Representative.** The State’s Authorized Representative for purposes of administering this grant project agreement is Meredith Ahlgren, Acting Supervisor, Community Initiatives, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, MN, 55164-0882, 651-201-5446, meredith.ahlgren@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee’s performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the State’s Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 **Grantee’s Authorized Representative.** The Grantee’s Authorized Representative is Bonnie Brueshoff, CHS Administrator, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118, 651-554-6103, bonnie.brueshoff@co.dakota.mn.us, or his/her successor. The Grantee’s Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If the Grantee selects a new Authorized Representative at any time during this grant project agreement, the Grantee must immediately notify the State.

8 **Termination.**

8.1 **Termination by the State or Grantee.** The State or Grantee may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

8.2 **Termination for Cause.** If the Grantee fails to comply with the provisions of this grant project agreement, the State may terminate this grant project agreement without prejudice to the right of the State to recover any money previously paid. The termination shall be effective five business days after the State mails, by certified mail, return receipt requested, written notice of termination to the Grantee at its last known address.

8.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written (e-mail, facsimile or letter) notice to the Grantee. The State is not obligated to pay for any work performed after notice and effective date of the termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving notice of the same.

9 **Publicity.** Any publicity given to the program, publications, or services provided from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with
others, or any subgrantees shall identify the State as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by the State’s Authorized Representative.

APPROVED:

1. State Encumbrance Verification
   Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

   Signed: Sarah Martin
   Digitally signed by Sarah Martin
   Date: 2020.09.21 07:21:57 -05'00'

   Date: 9/18/2020

   SWIFT Contract/PO No(s). 183510/3000078983

2. GRANTEE
   The Grantee certifies that the appropriate persons(s) have executed the project agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

   By: Marti Fischbach
   Title: Community Services Director
   Date: 09/24/2020 | 4:57 PM CDT

3. STATE AGENCY
   Project Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

   By: /s/ Suzanne W. Schrader
   Title: Assistant County Attorney
   Date: 9/28/2020

   By: /s/ Suzanne W. Schrader
   Title: Interim Procurement Supervisor
   Date: 10/1/2020

   Distribution:
   • MDH (Original fully executed Grant Project Agreement)
   • Grantee
   • State Authorized Representative
Minnesota Department of Health
Grant Award Amendment Cover Sheet

You have received a grant award from the Minnesota Department of Health (MDH). Information about the grant award, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

DATE: November 1, 2021

ATTACHMENT: Amendment #1

CONTACT FOR MDH: Alice Englin, 507-508-0988, alice.englin@state.mn.us

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<td>Grant Agreement/Project Agreement Number:</td>
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<tr>
<td>Dakota County Community Health Board</td>
<td>183510</td>
<td>Total Grant Funds (all funding sources):</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,565,718</td>
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<tr>
<td>Grantee SWIFT Vendor Number:</td>
<td>Period of Performance Start Date:</td>
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<td>001</td>
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Total Federal Grant Funds: N/A
Minnesota Department of Health
Community Health Board Grant Project Agreement Amendment

<table>
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<th>Grant Project Agreement Start Date:</th>
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<th>Current Project Amendment Amount</th>
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<td>Requested Total Grant Project Agreement Amount:</td>
<td>$1,565,718</td>
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This Grant Project Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter “State”) and Dakota County Community Health Board, 1 Mendota Rd. W., Suite 410, West St. Paul MN 55118 (hereinafter “Grantee”).

Recitals

1. The State has a grant project agreement with the Grantee identified as 183510 (“Original Grant Project Agreement”) to address the leading preventable causes of illness and death such as tobacco use or exposure, poor diet, and lack of regular physical activity, and other issues as determined by the commissioner through the statewide health assessment.

2. The Agreement is being amended to add funding for Year 2.

3. The State and the Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Agreement Amendment

Amended or deleted grant project agreement terms will be struck out, and the added grant project agreement terms will be underlined.

REVISION 1. Clause 3. “Grantee’s Duties and Responsibilities” is amended as follows:

General. Grantee must:
1. Work with State to finalize Grantee’s yearly work plan and budget. The annual budget and work plan must be approved in writing by State by November 1 of each year, 2020. The Year 2 work plan will be submitted in two phases: November 1, 2021-April 30, 2022, to be approved by November 1, 2021, and May 1, 2022-October 31, 2022, to be approved by May 1, 2022. If the work plan is not approved by the due date, November 1, 2020, Grantee cannot perform work under this agreement.

2. Perform the activities in the approved work plan.

3. Grantee will contact State if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant deliverables in a satisfactory manner, State has the authority to withhold further funds.

4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee’s budget must include a minimum of one FTE to coordinate the activities of the grant.

5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with State evaluation staff and contractors.
6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.

7. Participate in site visits and grant reconciliation processes with State.

8. Participate in regularly scheduled calls and meetings with State community specialists.


10. Attend State-sponsored conferences, meetings and in-person trainings.

11. Comply with State product approval outlined in the SHIP Communications Guide.

12. Allow State and others to use any products or materials produced with SHIP funds.

Reporting

1. Participate in all required evaluation activities as outlined in the SHIP Application.

2. Completed progress and evaluation reports will be due quarterly. The schedule for quarterly reporting is provided below. The State will provide guidance regarding the required content of the reports.

<table>
<thead>
<tr>
<th>Quarterly Reporting Period</th>
<th>Report Submission Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 1 – January 31</td>
<td>February 28 29</td>
</tr>
<tr>
<td>February 1 – April 30</td>
<td>May 30</td>
</tr>
<tr>
<td>May 1 – July 31</td>
<td>August 30</td>
</tr>
<tr>
<td>August 1 – October 31</td>
<td>November 30</td>
</tr>
</tbody>
</table>

Financial

1. Adhere to the request and approval process set forth by the State in the SHIP Financial Guide.

2. Obtain prior approval from the State for all subcontracts or mini-grants $3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.

3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.

4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.

5. Ensure that administrative costs are explained and justifiable. The State will accept up to the Grantee’s current federally approved rate. If Grantee does not have a federally approved indirect cost rate, the State will accept an indirect rate of up to 10 percent of the total grant award.

6. Report to the State other funding sources, including grants from other sources, that are directed toward tobacco, obesity and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.

7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.

8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure, prevent obesity and increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce tobacco use and exposure, prevent obesity and increase well-being. The Grantee may not use SHIP funds to replace federal, state, local, or tribal funding Grantee currently uses to reduce tobacco use and exposure, prevent obesity or increase well-being.

Lobbying

Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts,
assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

REVISION 2. Clause 4 (4.1a and 4.1b). “Consideration and Payment” is amended as follows:

(a) Compensation. The Grantee will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the State’s Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified.

Budget periods for the five years are as follows:

| Year 1: November 1, 2020 – October 31, 2021 | $782,859.00 |
| Year 2: November 1, 2021 – October 31, 2022 | $782,859 To Be Determined |
| Year 3: November 1, 2022 – October 31, 2023 | To Be Determined |
| Year 4: November 1, 2023 – October 31, 2024 | To Be Determined |
| Year 5: November 1, 2024 – October 31, 2025 | To Be Determined |

(b) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant project agreement will not exceed $1,565,718. $782,859.00 (Seven Hundred Eighty-Two Thousand Eight Hundred Fifty-Nine Dollars).

REVISION 3. Clause 4 (4.2a). “Terms of Payment” is amended as follows:

(a) Invoices. The State will promptly pay the Grantee after Grantee presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Invoices shall be completed and submitted on a form prescribed by the State for each month and submitted within 45 days after the end of the month, with the exception of June invoices, which should be submitted within 30 days after the end of the month.

REVISION 4. Clause 7. “Authorized Representatives” is amended as follows:

7.1 State’s Authorized Representative. The State’s Authorized Representative for purposes of administering this grant project agreement is Kristine Igo, Director, Meredith Ahlgren, Acting Supervisor, Community Initiatives, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, MN, 55164-0882, 651-201-5809, kris.igo@state.mn.us, 651-201-5446, meredith.ahlgren@state.mn.us; or his/her successor, and has the responsibility to monitor the Grantee’s performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the State’s Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 Grantee’s Authorized Representative. The Grantee’s Authorized Representative is Marti Fischbach, Community Services Director, 1 Mendota Rd. W., Suite 500, West St. Paul MN 55118 651-554-5742, marti.fischbach@co.dakota.mn.us, Bonnie Brueshoff, CHS Administrator, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118, 651-554-6103, bonnie.brueshoff@co.dakota.mn.us, or his/her successor. The Grantee’s Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions,
and requirements of this agreement. If the Grantee selects a new Authorized Representative at any time during this grant project agreement, the Grantee must immediately notify the State.

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Christina Mish  
Digitally signed by Christina Mish  
Date: 2021.08.20 06:34:27 -05'00'

Signed: __________________________

Date: August 20, 2021

SWIFT Contract/PO No(s). 183510/3-87097

2. GRANTEE

*The Grantee certifies that the appropriate person(s) have executed the grant project agreement amendment on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: ________________

Title: Community Services Director

Date: 8/23/2021

Approved as to form:

By: ________________

Title: Asst Cty Atty KS-20-420-1 Bd Res 20-382

Date: 8/23/2021

3. MINNESOTA DEPARTMENT OF HEALTH

By: ________________ (with delegated authority)

Title: Finance Director

Date: 8/23/2021

Distribution:
- MDH – Original (fully executed) Grant Project Agreement Amendment
- Grantee
- State’s Authorized Representative
West St. Paul Contract Deliverables for the Pedestrian and Bicycle Plan Update Funded by the Statewide Health Improvement Partnership (SHIP)

Scope of work to be conducted by the City of West St. Paul

- Complete a comprehensive pedestrian and bicycle master plan update for the City of West St. Paul
- Evaluate benefits and impacts to SHIP priority populations (*people 60 or older, children, and people with low incomes or others experiencing a health disparity*)
- Direct and manage any consultant hired to work on the project

Public engagement

- City staff will work with the Dakota County Physical Development Division (DCPDD) and Public Health Department leads to prepare a public engagement plan. The project will include engagement of key stakeholders, including
  - Residents
  - Representatives of SHIP priority populations
  - Dakota County
- At least 1 meeting with the West St. Paul City Council will be held on the topic
- The City will acknowledge funding and support from the Dakota County Public Health Department and the Statewide Health Improvement Partnership in the final documents, open houses, public materials, public meetings and news releases. This will be done by either including the SHIP and County Logos and/or the following language “Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health and the Dakota County Public Health Department”

Anticipated non-motorized transportation strategies to be evaluated

- Plan for development of an interconnected pedestrian and bicycle system city-wide
- Integrate County Greenways and trails along County Highways into the system
- Include the 6E’s Evaluation, Education, Engineering, Encouragement, Enforcement, Equity in the plan

Report on strategy outcomes (ongoing throughout the contract period)

- The City’s project lead (or other city representative) will provide a brief project update at the Active Living Dakota County meetings throughout the contract period
- City staff will contribute to nominal evaluation and reporting as required by the Minnesota Department of Health
- City staff will collect stories, quotes, photos, and comments of and about people who would be affected by improvements
• City staff will submit a summary of public engagement activities and comments at project completion
• City staff will submit an electronic (pdf) copy of the final report at project completion

Communication with DCPDD staff (ongoing throughout contract period)

• The City’s project lead will check in with Dakota County Physical Development Division (DCPDD) staff regularly (at least monthly) to communicate progress on the project
• The City’s project lead will copy the DCPDD lead on important email communications
• DCPDD staff will share information with Public Health staff who will communicate with MDH

DCPDD Staff will provide the following project support

• Provide input and feedback regarding the project
• Provide necessary data and information to conduct the work as available

Timeline

• Project kickoff by March 1, 2022
• Meeting with City Council by August 1, 2022
• Adoption, acceptance or other City Council action before September 30, 2022
• Delivery of final study report to DCPDD by September 30, 2022
• Completion by October 31, 2021
Active Living Dakota County

Statewide Health Improvement Partnership (SHIP) Application for Local Funding
Deadline: 12 p.m. Friday, October 15, 2021

Active Living Dakota County (ALDC) is pleased to announce an opportunity for cities to apply for 2021 - 2022 Local Funding. These funds are made available through the Statewide Health Improvement Partnership (SHIP), which strives to help Minnesotans lead longer, healthier lives by preventing the chronic disease risk factors of poor nutrition and physical inactivity. The active living and healthy eating portion of Dakota County’s SHIP grant focuses on using policy, systems and environmental changes to increase physical activity and consumption of healthy foods.

Funding is competitive and award amounts may vary, however, past funding amounts have typically been $10,000-$30,000 and should not exceed $30,000. ALDC anticipates funding up to 2-3 projects 2021-2022.

Dakota County staff will provide technical assistance throughout these projects. In addition, staff will connect selected applicants with regional experts on active living and healthy food access.

**Active Living**
Active living integrates physical activity into daily routines such as walking or bicycling for recreation, occupation, or transportation. Active Living policies and practices in community design, land use, site planning, and facility access have proven effective to increase levels of physical activity.

**Definitions and Examples**

**Policy change** - standards or guidelines that can be formal or informal. For example, updating or creating a policy regarding use of outdoor space for group and individual physical activity.

**System change** - rule changes that impact processes. For example, collaborate with or collect input from community organizations to streamline a farmer's market permitting process.

**Environmental change** - a physical or material change. For example, conducting a walk or bikeability assessment and implementing changes into a capital improvement plan or transportation plan.

**Targeted populations** - includes people 60+, children, low income, and diverse populations.
Example priority SHIP activities

- **Active living assessment** that includes a baseline assessment of active living opportunities in the community. Assessment activities could include review of relevant city policies, identifying gaps in access or service.
- **Implementation of Comprehensive Plans as they relate to SHIP priorities**
- **Master plans and feasibility studies** that provide a framework to increase access to safe walking and bicycling options
  - Safe Route to School plans
  - Bicycle and Pedestrian Master Plans
  - Trail feasibility studies
- **Complete streets policies**
- **Demonstration projects** examples: temporary striping for a bike lane, markings for crosswalk improvements
- **Connectivity to recreational facilities**
- **COVID Response**- examples: street conversion for pedestrians
- **Health Equity** – some examples would be community engagement, fitness opportunities, programming that increases awareness to active living, open street events, promoting healthy food access

Check with Lil Leatham - lil.leatham@co.dakota.mn.us to see if your city’s project is SHIP eligible or not.

**Healthy Eating**

Healthy food access is improving people’s access to healthier foods such as fresh fruits and vegetables, as opposed to less healthy foods high in saturated fats, sodium, and added sugars. These dietary behavior changes together have the greatest impact towards improving the risk factors most related to the leading causes of death and disability (obesity, high blood pressure, and high cholesterol).

Example priority SHIP activities

- **City comprehensive plans** that include healthy food access as an important component of local governments’ overall infrastructure, land use, zoning, and transportation planning
- **Healthy food access assessments** which include a baseline assessment of healthy food access, review of comprehensive plan, and identifying gaps in your city’s current food access (e.g. locations of fresh food markets, SNAP/WIC eligible stores, farmers markets) and other analysis that goes beyond the community’s 2015 Food System Policy Analysis done by the Public Health Law Center
- **COVID-19 Response**- Some examples may include: conversion of streets for pedestrian and bicycle usage, advertising food shelf locations, promoting access to healthy food options, adapting community events
- **Land Use and zoning regulations** that support healthy food access
• Farmland preservation, community-based agriculture, and pollinator policies
• Increased access to facilities

Community Engagement
Community engagement is public participation that involves groups of people in problem-solving and decision making processes. Funding is available to develop and implement community engagement, with an emphasis on healthy food access and active living. The engagement should emphasize participation from target populations of seniors, diverse groups and low income populations. Examples include community meetings, key informant interviews, focus groups, temporary demonstration projects, and walkability workshops. Engagement can be for a short-term project or more robust as part of a large City project (Ex., comprehensive plan, road project, small area study, etc.).

COVID-19 Community Engagement
Community engagement should adhere to the safety protocols outlined by the CDC. This may include virtual community meetings and/or socially distanced meetings.

Infrastructure and Equipment
There are few instances of qualified infrastructure under SHIP guidelines. Allowable expenses include but are not limited to paint for bike lanes or crosswalks, and trail wayfinding signage.

Eligibility
Dakota County and cities in Dakota County are eligible to apply for local funding to increase active living and healthy eating.

All projects must meet the following minimum criteria:

• All projects must have the ability to be started by January 2022 and be scheduled for final delivery/completion by October 31, 2022 or have additional funding secured to complete the project beyond this date. Projects may be partitioned to meet the completion deadline, i.e. SHIP funding pays for a component that will be completed by October 31, 2022, while the larger project will continue beyond the deadline.
• Funding requests can be up to $30,000 per project.
• Must provide a 10% match (cash or in-kind).
• Must be a city-county partnership. For example, integrating health into the city’s comprehensive plan; a trail feasibility study must be connected to a county road or regional/county park, trail or greenway.
  Must be consistent with SHIP goals, direction, and eligible expenses.
Projects that meet the minimum criteria will be scored according to criteria below

1. How the project addresses SHIP requirements *(including community engagement)*  
2. Consistency with city and County plans, such as comprehensive plans  
3. Benefit to target populations *(rural areas, people of color, older adults, persons with disabilities, women, people with lower education attainment and, people with low incomes or others experiencing a health disparity)*  
4. Location *(proximity to target populations)*  
5. City wide or regional value  
6. Number of overall residents who will benefit  
7. Leverage *(enhance an already existing program or leverage additional funds)*  
8. Local match *(funding or in-kind resources)*  
9. Enduring value *(community, political, and institutional support, expected life, who will own and maintain the project)*

<table>
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<tr>
<th>Activity</th>
<th>Date</th>
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</thead>
<tbody>
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<td>Local Funding Grants Application Distributed</td>
<td>August 12, 2021</td>
</tr>
<tr>
<td>Grant Applications Due</td>
<td>October 15, 2021</td>
</tr>
<tr>
<td>Application Review Committee Meets</td>
<td>Week of October 18, 2021</td>
</tr>
<tr>
<td>County Board Approves Grant Recipients; funding will be available once contracts are signed</td>
<td>November 2021</td>
</tr>
<tr>
<td>Projects started as soon as JPA’s are finalized</td>
<td>Anticipated by January, 2022</td>
</tr>
<tr>
<td>Completion Deadline - All Grant Projects</td>
<td>October 31, 2022</td>
</tr>
</tbody>
</table>
Application

Does the project meet minimum eligibility criteria as far as you know? Describe any unusual circumstances regarding schedule or eligibility below.

Respond here:

West St. Paul’s proposed project is an updated Pedestrian and Bicycle Master Plan. The previous Master Pedestrian and Bicycle Master Plan was funded through a SHIP grant, and later adopted by the City Council of West St. Paul in December of 2011. The updating of the plan has the ability to be started by January of 2022, and be completed by October of 2022. The West St. Paul City Council has approved the funding match of 10%, upon the successful selection of our application. The plan is considered a city-county partnership, as outlined below in the project narrative. The plan is consistent with SHIP goals, direction, and eligible expenses, as outlined in the scored criteria below.

Basic information

Organization or city: City of West St. Paul

Contact person: Cody Joos

Contact email: Cjoos@wspmn.gov

Contact phone: 651-552-4131

Project name (one line or less): Pedestrian and Bicycle Master Plan

Project funding request: $30,000
Project narrative
Concisely describe the project in 1 page or less. This should give reviewers a good idea of what you’re proposing but not get too specific. This section is not scored; it will form reviewers’ general understanding of the project.

Be sure to articulate the following:

1. How the project will encourage active living and/or healthy food access.
2. How the project will increase health equity in Dakota County.
3. Describe how the project is a city-county partnership.
4. Attach maps or figures to illustrate the project, if applicable (not counted against your page limit).
Respond here.

In an effort to continue promoting active living in and throughout the city, the City of West St. Paul is requesting a SHIP grant for $30,000 to complete an update to the Master Pedestrian and Bicycle Plan (Ped/Bike Plan). The development and implementation of a master plan is essential in continuing efforts of an inclusive and accessible sidewalk/trail system for all.

This Pedestrian and Bicycle Master Plan is a tool to guide the long-term efforts of physical projects, programs, and policies that will support walking and biking in West St. Paul. The plan can also be used as a how-to guide as new development and redevelopment occur throughout the city. Having a clearly established and identified plan for critical ped/bike infrastructure, helps to give developers, business owners, etc. a clear road map to building within the City of West St. Paul. In return, these planning efforts will help to encourage healthy, active living, and provide alternative transportation choices. The goal of this plan is to establish recommendations that will help transform West St. Paul into a community where choosing to walk and bike are safe, convenient, and enjoyable for everyone. It will also encourage access to our city’s multiple grocery stores, city and regional parks, recreational areas, eateries, and health clinics, without the need for motorized transportation.

West St. Paul has continuously seen a growth in its minority population, with over 1 in 3 residents falling into the classification of non-white. West St Paul also has an aging population with almost 1 in 5 residents being over the age of 65, most of whom who will likely continue to live in West St. Paul. By having a well-established and connected pedestrian network, it allows older residents to age in place.

Additionally, having an updated Ped/Bike Plan will identify areas where more sidewalk/trail accesses are needed, including access to low-income multi-family housing, as well as senior living multi-family housing. This will in return increase health equity in Dakota County by supporting these demographics, and understanding the gaps within our current sidewalk and trail systems. The updating of the plan will not only assist in determining future needs, but it also helps increase awareness of the existing infrastructure. Since the reconstruction of Robert Street, the city has seen a large increase in the redevelopment of properties. Because of this, many residents are not fully aware of the multitude of improvements that have and will occur within the coming years.

West St. Paul has multiple county roads that run through its city limits including; Wentworth Ave, Delaware Ave, Thompson Ave, Butler Ave, Oakdale Ave, and Mendota Road. The Ped/Bike plan will be a city-county partnership by actively interconnecting both city and county roads within the plan, and linking their Ped/Bike routes with West St. Paul’s.
Scored criteria
Each eligible project will be evaluated on the following criteria, weighted by the percent listed to arrive at a composite score.

1) Alignment with SHIP strategies and priority activities (25%)
Describe how this project addresses SHIP strategies and priority activities related to active living and/or healthy eating.

Respond here.

Walking and biking are two of the simplest and most popular and accessible ways to integrate regular physical activity into daily routines, which is referred to as Active Living. Communities that have the physical infrastructure and programs to promote walking and biking tend to have more physically active and healthier populations. Physical activity can help prevent heart disease, obesity, high blood pressure, type 2 diabetes, osteoporosis, and mental health problems. Taking preventative measures such as walking and biking can help reduce health care costs and improve overall quality of life.

As of 2014, 63% of adults in Dakota County were either overweight or obese. As of 2016, over 20% of high school freshman were overweight or obese, and this trend appears to be continuing. Among Dakota County high school freshman in 2016, over half of the population did not meet the recommended amount of physical activity they should be attaining each week. For school aged residents, switching out a personal vehicle for a walk to and from school could go a long way in reaching their recommended amount of physical activity. For this to be the case, we need to continue investing in sidewalks and trails that provide safe access to these local schools.

For those who did engage in physical activity, walking, running, and biking were the most popular activities. As mentioned above, walking and biking to school is an easy way for youth to increase daily physical activity. Yet most West St. Paul elementary school students do not walk to school. Distance to school, speed of traffic, amount of traffic, and safety of intersections were among the top reasons that children did not walk to school (2011 Dakota County Safe Routes to School Plans for Garlough and Moreland Elementary Schools). By interconnecting our walking and biking systems around our schools, we will be promoting a physical lifestyle to the students who choose to use them. This physical lifestyle could create a trend of active living for years to come.
Describe the project’s community engagement approach, including how you will engage SHIP target populations (people 60 or older, children, minority populations, people with low incomes or others experiencing a health disparity).

**Respond here.**

Stakeholder and community involvement are key components of the planning and implementation processes. By involving SHIP target populations, we are able to expand the public dialog on active living as well as gain a better understanding of existing conditions. Furthermore, this creates a bridge between residents and city staff about what the community’s needs and desires are. The following are parts of the planning process that will help engage SHIP target populations:

- A community open house, where community members, and other stakeholders, will be invited to provide input on issues, needs, and opportunities for the Master Bike/Ped plan.
- An on-line pedestrian and bicycle questionnaire.
- Another community open house to review components of the draft plan, and to again seek public input.
- Updates to the Parks and Recreation Advisory Committee throughout the planning process.
- Multiple presentations to the West St. Paul City Council throughout the planning and implementation process.
2) Plan consistency (15%)
Identify any plans that call specifically for the project you’re proposing. Plans can be at the state, regional, county, city or area level.

Respond here.

Pedestrian and Bicycle plans can be found at all levels of government, not just at the local level. Minnesota has a comprehensive statewide Bicycle System Plan, a statewide Pedestrian System Plan called Minnesota Walks, as well as a Ped/Bike plan for school access called Safe Routes to School. Dakota County regularly updates their Pedestrian and Bicycle studies to identify strategies and policies to encourage active living and the improvement of public health. The City of Eagan, South St. Paul, Rosemount, and other cities throughout Dakota County have created similar Master Biking and Pedestrian plans. Many other cities have incorporated large studies on walking and biking as part of their city’s overall comprehensive plan, or have adopted Complete Streets policies to further the development of such.

West St. Paul has experienced an increased interest in alternative modes of transportation with recent city councils. Not only is this is a priority for city staff, but also elected officials. The recently adopted West St. Paul 2040 Comprehensive Plan includes chapters such as transportation, parks and recreation, and sustainability; all of which include an emphasis on the importance of West St. Paul’s walkability and bikeability. Furthermore, the current Pedestrian and Bicycle Master Plan, although somewhat dated, is still used to make informed decisions for street projects, and the development/redevelopment of private property.

All these plans found at each level of government share the same common goals. To create networks of trails, sidewalks, and infrastructure that are safe and accessible to all. To promote more physical activity, healthy eating, and an overall higher quality of life. To decrease the rate of obesity amongst its residents. To decrease the occurrence of health issues caused by obesity and poor nutrition. To actively work at accommodating non-vehicular access for residents over the age of 60, people with low incomes, to those who are unable to drive, and minority populations.
3) Benefit to target populations (10%)
Describe how the project will benefit and advance health equity for target populations (people 60 or older, children, people with low incomes or others experiencing a health disparity) by creating or enhancing opportunities for physical activity through active living and/or creating or enhancing opportunities for healthy eating.

Respond here.

As stated in previous answers, West St. Paul has one of the highest percentage of target populations in the county. Specifically, West St. Paul has the highest senior population and the lowest income per capita in the county. By continuously updating the efforts included in the Master Ped/Bike Plan, we are promoting higher quality infrastructure for these populations to use. Areas of interest include; Sibley High School, Dodge Nature Center, Garlough Elementary School, Garlough and Marthaler Parks, West St. Paul City Hall, the West St. Paul Sports Dome, Robert Street, the County Library on Wentworth Avenue, the West St. Paul Sports Complex, as well as Thompson and Kaposia Parks. Also included in our areas of interest are the large number of affordable multifamily housing units throughout West St. Paul. Currently we have nearly 3,500 units with roughly 800 additional units currently under construction.

Walking and biking brings intangible benefits to all populations, including an improved quality of life. Facilities for walking and biking can promote independence and improve quality of life for segments of the population who cannot drive: youth, elderly, those who cannot afford a car, and people with certain disabilities. Providing facilities for pedestrians and bicyclists also increases affordable travel options and reduces dependency on automobile ownership. According to AAA, the average annual cost of owning and operating a new vehicle in 2020 is $9,561; the League of American Bicyclists and the Sierra Club finds that the cost of biking is $308 a year; and walking is free. By accommodating those who travel by means of walking and biking, we are also accommodating those who cannot afford to drive in the first place, or are unable to.

Sidewalks and trails are crucial options for the 1/3rd of the population that do not drive. Marketing campaigns, such as “Live Local - Work Local”, can encourage people to work and shop within walking and biking distance of home while supporting local businesses. When a community commits to providing for pedestrians and bicyclists, it often results in safer streets, more vibrant business districts, and increased social interaction between residents. This can strengthen the sense of community and overall inclusiveness in West St. Paul and Dakota County.
4) Location — Proximity to target population (15%)
Describe the number of SHIP priority residents in the project area (people 60 or older, children, people with low incomes).

Respond here.

- West St. Paul Total Residents – 20,615 People
- Persons over the age of 64 years (No data for just 60+ years) – 17.4% or 3,587 people
- Persons under the age of 18 years – 21.8% or 4,495 people
- Persons in poverty – 13.4% or 2,763 people
- Cost burdened households – 2,561
  - Area Median Income for Family of Four – $85,800
    - At or below 30% AMI – 1,038
    - 31% to 50% AMI – 907
    - 51% to 80% AMI – 616

If no overlapping of the above conditions occurred, the total number of SHIP priority residents within the City of West St. Paul and project area would be 52.6% of West St. Paul’s population or 10,845 people in total.
5) **City-wide or regional value (10%)**

Describe how your project will benefit the city and/or the region. Is your project encouraging policy change in the comprehensive plan update? Is your project connected to an existing or future facility of regional significance? Examples include regional greenway corridors, county or state highways, regional parks, regional commercial districts and community centers, city comprehensive plan that integrates health into the vision, goals and policies.

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**Respond here.**

The Master Ped/Bike Plan will continue to play a large roll in encouraging policy change within our comprehensive plan. One of the biggest items is ped/bike infrastructure investments. This plan establishes a walk-bike framework of routes to create a complete walk-bike system within the city. The framework is based on a hierarchy of routes, each serving a different function: regional routes, main routes, local routes, access routes, and other local streets.

- **Regional routes**, such as the River to River Greenway, provide long distance uninterrupted travel for commuters and recreational users. Grade separated crossings, such as the newly established Robert Street Tunnel on the River-to-River trail system, provide expedient, safe, and enjoyable throughway for multiple communities.

- **Main routes** facilitate long distance travel for commuters who choose to walk or need to walk to their place of work, local grocer, et cetera. They also serve as recreational connections to regional trails, adjacent communities, and regional parks.

- **Local routes** allow for mobility within the city and provide connections to city destinations such as; schools, parks, and commercial areas.

- **Access Routes** connect main and local routes to the front door of the given destination.

- **Local streets** provide access where bicycle, walking, and vehicular traffic can be compatible without special designation or treatments.

The plan will also identify and recommend walk-bike treatments to apply to various routes: sidewalks, off-road trails, bike routes, bike lanes, and bike boulevards. Finally, the plan will identify priority projects for the city to pursue, along with several policy-based recommendations focusing on maintenance and implementation.

The City of West St. Paul, and the region as a whole, will all benefit from the Master Ped/Bike Plan. By continuing our investments in ped/bike infrastructure, we are promoting an active lifestyle, decreasing traffic congestion, improving environmental conditions, and providing a resource that is meant for all residents.
6) Number of overall residents who will benefit (10%)

Estimate the number of overall residents (target population and general population) who will benefit from this project and explain why. If your project does not include a spatial element, please state how many residents overall will benefit from the project and how.

Respond here.

The total number of residents in West St. Paul that will benefit from the Master Ped/Bike Plan is essentially our city’s population of 20,615. The reason for this bold statement is that it is an investment into the public’s right-of-way, for all to use. In order to make the City of West St. Paul an inclusive and welcoming environment for all, we must accommodate a walking/biking system that is truly meant for all. This is why it is important to have a master plan in place, so that we as a city can see where we are lacking, and where improvements are needed.

According to the River to River Master Plan, 123,000 users are estimated to utilize the trail annually. An estimate for target populations is somewhat unclear. However, West St. Paul does have the highest percentage of seniors in Dakota County, as well as a high population of low-income residents. Therefore, it is anticipated that a significant portion of the estimated 123,000 annual users will consist of target populations. By continuing our efforts to connect our sidewalk and trail systems within the city, we are creating access points to these larger regional trails for all to use.
7) **Leverage (5%)**
Identify how your project will add to an already programmed project, leverage additional funds, be used as a match for a grant or otherwise will add value.

**Respond here.**

West St. Paul’s Master Pedestrian and Bicycle Plan is referenced on nearly every project that occurs within the city. When a street project is proposed, one of the first things that is looked at is if that corridor is identified in the comprehensive Ped/Bike plan. If it is, that particular project will seek council approval to complete the missing links that the Ped/Bike plan identified. When a new commercial building or similar redevelopment is proposed to the city, the Ped/Bike plan is referenced for the same reasons. If there are missing pieces identified within the plan, this gives the city leverage to require these new commercial projects to fill in these missing pieces. Overall, this plan will continuously generate additional “Funds” by requiring projects completed within the city to fulfill and carry out what the Ped/Bike plan is identifying.

In essence, this plan is a big reference when policy making and hard decisions need to be made regarding the addition of sidewalks, trails, and other related infrastructure. These decisions become quite controversial in general, especially without the reference to a Master Ped/Bike Plan. This only further emphasizes the importance of the initial groundwork that is put into the planning portion of the Ped/Bike Plan. The more community input that we can gather in the planning phases will hopefully result in less controversy when decisions and policies are made.

8) **Local match (5%)**
Describe how you will meet the 10% match requirement. Specify the anticipated amount in dollars and briefly explain the sources (i.e. staff time, cash match, etc.)?

**Respond here.**

West St. Paul City Council has authorized a 10% cash match upon the successful selection of our application. This amount is up to $3,000, which would be the maximum cash match required.
9) Enduring value (5%)
What is the expected life of your project outcomes?

Respond here.

It has become clear that a 10-year cycle is needed on a Master Pedestrian and Bicycle Plan. Within the 10-Years, many projects are completed that involve trails, sidewalks, and other infrastructure. In order to consistently, and equitably, apply our Master Ped/Bike Plan to projects and policies, we must continue to reevaluate our progress and needs on a 10-year basis.

How will it benefit residents long-term?

Respond here.

The long-term benefits of the Master Ped/Bike Plan is primarily from the infrastructure that comes from the plan. Loosely speaking, the infrastructure will be in place for an infinite amount of time. Not only will the sidewalks, trails, et cetera last for 25+ years material wise, but the land on which it has been built on will carry the Pedestrian/Bicycle designation for decades to come. Residents will continue seeing the positive effects of these walking and biking systems for as long as they remain living in West St. Paul, or surrounding cities.

As stated above, the updating of the plan will not only assist in determining future needs, but also increase awareness of the current and existing infrastructure. With the large increase in redevelopment throughout the city recently, many residents are not fully aware of the multitude of improvements that have and will occur in the coming years. The updated Ped/Bike Plan can serve as a method to inform residents, and increase knowledge and awareness of existing and planned infrastructure.
Who will own and maintain project outcomes or ensure follow-through on the project? Or what community, political or institutional support do you expect for your project outcomes?

Respond here.

The City Council of West St. Paul will ultimately be the driving force behind the implementation of the Master Ped/Bike Plan. As discussed previously, this plan is referenced in almost all street projects, as well as for developments within the city. It is used as a backing to make difficult decisions during the early development stages of these projects. West St. Paul staff will also work closely with the consultant on the redevelopment of the Master Ped/Bike Plan itself. The staff will ensure that the plan accounts for gaps in our walking/biking systems for low-income residents, elderly residents, minority residents, as well as disabled residents, and children.

Process
Shortly after the October 15, 2021 deadline, a multi-disciplinary/jurisdictional selection committee made up of County, City, Minnesota Department of Health representatives, and others will review proposals. Proposals found eligible will be scored for each criterion and compared with other projects for relative merit. The review committee may request clarification from applicants before making its decisions.

The review committee will recommend projects worthy of funding for the 2020-2021 funding years. County staff will then recommend projects to the Dakota County Board of Commissioners in October. Successful applicants will be notified, pending final approval by the County Board.

Contact
Lil Leatham lil.leatham@co.dakota.mn.us (952) 891-7023

Review Committee
Please contact Lil Leatham if you would like to participate on the review committee. Members will be asked to review and score applications and attend one meeting on the week of October 18. Total time commitment is approximately 8 hours; 5 hours to review and 3 hours to meet.

Submission
Please submit applications electronically to Lil Leatham by 12 PM on Friday, October 15, 2021.
MINNESOTA DEPARTMENT OF HEALTH
MASTER GRANT CONTRACT
FOR COMMUNITY HEALTH BOARDS

THIS MASTER GRANT CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Minnesota Department of Health ("STATE") and Dakota County Community Health Board ("GRANTEE"), an independent organization, not an employee of the State of Minnesota, address: 1 Minnesota Rd W., Suite 410, West St. Paul, MN 55118.

1. Under Minnesota Statute §144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;

2. The STATE and the GRANTEE anticipate entering into project agreements with respect to one or more individual grant projects.

3. The STATE and the GRANTEE wish to streamline the project agreements for individual grant projects by incorporating by reference the provisions of this master grant contract.

NOW, THEREFORE, it is agreed.

1. TERM OF AGREEMENT:

1.1 Effective Date. This master grant contract shall be effective on January 1, 2015, or the date the STATE obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later. The Grantee must not begin work until the STATE’S Authorized Representative has notified the Grantee that work may commence.

1.2 Expiration Date. December 31, 2019. The STATE will enter into project agreements with the GRANTEE for Individual grant programs and responsibilities within this aforementioned timeframe. The expiration of this master grant contract is not subject to appeal.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this master grant contract:

1.4 Conflict of Terminology. If any term, condition, or provision of this master grant contract is contradictory to or in conflict with any similar term, condition, or provision of a project grant agreement, then the term, condition, or provision of the project grant agreement shall take precedent and control.

2. GRANT REQUIREMENTS. Requirements of receiving grant funds may include, but are not limited to, financial reconciliations of payments to GRANTEE, site visits of the GRANTEE, programmatic monitoring of work performed by the GRANTEE and program evaluation. The GRANTEE will not be paid for work that the State deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

3. TRAVEL EXPENSES. The GRANTEE will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management and Budget (“MM&F”). The GRANTEE will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the STATE’S prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4. TERMINATION.

4.1 Termination by the State or Grantee. The STATE or GRANTEE may cancel this master grant contract at any time, with or without cause, upon thirty (30) days written notice to the other party.

4.2 Termination for Cause. If the GRANTEE fails to comply with the provisions of this master grant contract, the STATE may terminate this grant contract without prejudice to the right of the STATE to recover any money
previously paid. The termination shall be effective five business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.

4.3 Effect of Termination. If either the GRANTEE or the STATE exercises its respective right to terminate this master grant contract, with or without cause, or if this master grant contract is otherwise terminated, any individual project grant agreement which incorporates the terms and conditions of this master grant contract shall also be terminated as of the date this master grant contract terminates.

5. ASSIGNMENT. GRANTEE shall not assign or transfer any rights or obligations under this master grant contract without the prior written consent of the STATE.

6. AMENDMENTS. Any amendments to this master grant contract shall be in writing, and will not be effective until the amendment has been fully executed by the same parties who executed the original of this master grant contract, or their successors in office.

7. LIABILITY. Each party shall be responsible for its own acts and behaviors and the results thereof. The liability of the GRANTEE is governed by Minnesota Statutes chapter 466 and other applicable laws. The Minnesota Tort Claims Act, Minnesota Statutes section 3.756, and other applicable laws govern the STATE’s liability.

8. STATE AUDITS. Under Minnesota Statutes section 16B.98, subdivision 8, the GRANTEE’s books, records, documents, and accounting procedures and practices of the GRANTEE, or any other relevant party or transaction, are subject to examination by the STATE, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this master grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

9. GOVERNMENT DATA PRACTICES AND DATA DISCLOSURE.
   9.1 Government Data Practices. The GRANTEE and the STATE must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the STATE under individual grant project agreements, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under individual grant project agreements. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by either the GRANTEE or the STATE.

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS
     This clause shall not apply to any grant projects involving the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Program and the Title V Maternal and Child Block Grant.

10.1. Except as otherwise required by Minnesota or Federal law, the GRANTEE shall own all rights, title and interest in all of the materials conceived or created by the GRANTEE, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of individual grant project agreements, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

The STATE agrees to, and hereby does, assign all rights, title and interest it may have in the MATERIALS to the GRANTEE. The STATE shall, upon request of the GRANTEE, execute all papers and perform all other acts necessary to assign or record the GRANTEE’s ownership interest in the MATERIALS.

10.2. GRANTEE represents and warrants that MATERIALS produced or used under individual grant project agreements do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. GRANTEE shall indemnify and defend the STATE, at GRANTEE’s expense, from any suit or action brought against the STATE to the extent that it is based on a claim that all or parts of the MATERIALS infringe upon the intellectual property rights of another. GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this master grant contract, individual grant project agreements and amendments and supplements thereto, which are attributable to such
claims or actions. If such a claim or action arises, or in GRANTEE or the STATE’S opinion is likely to arise, GRANTEE shall at the STATE’S discretion either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS as necessary and appropriate to obviate the infringement claim. This remedy of the STATE shall be in addition to and shall not be exclusive of other remedies provided by law.

10.3. The GRANTEE hereby grants to the STATE a perpetual, irrevocable, non-exclusive, royalty-free right and license to make, have made, reproduce, modify, distribute, perform, and otherwise use the MATERIALS for any and all purposes, in all forms and manners that the STATE, in its sole discretion, deems appropriate. The GRANTEE shall, upon the request of the STATE, execute all papers and perform all other acts necessary, to document and secure said right and license to the MATERIALS by the STATE. At the request of the STATE, the GRANTEE shall permit the STATE to inspect the original MATERIALS and provide a copy of any of the MATERIALS to the STATE, without cost, for use by the STATE in any manner, the STATE, in its sole discretion, deems appropriate.

11. WORKER’S COMPENSATION. The GRANTEE certifies that it is in compliance with Minnesota Statute, §176.181, Subdivision 3, pertaining to workers’ compensation insurance coverage. The GRANTEE’S employees and agents will not be considered STATE employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the STATE’S obligation or responsibility.

12. JURISDICTION AND VENUE. This master grant contract and the project grant agreements, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. To the extent litigation is not prohibited by section 13 of this master grant contract, venue for all legal proceedings arising out of this master grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. DISPUTES. Any dispute shall be decided by the STATE’S Authorized Representative for the particular grant project agreement that the dispute concerns. The STATE’S Authorized Representative will be identified in each grant project agreement between the STATE and GRANTEE. If GRANTEE is dissatisfied with the decision of the STATE’S Authorized Representative, GRANTEE’S sole and exclusive remedy is an administrative hearing before an administrative law judge under the contested case procedures of the Minnesota Administrative Procedure Act, Chapter 14 of the Minnesota Statutes. Pursuant to Chapter 14, the administrative law judge shall make a report to the Minnesota Commissioner of Health, who shall make the final decision on the contested case. If GRANTEE wishes to request an administrative hearing, GRANTEE must request a hearing in a writing received by the STATE within 30 calendar days after the GRANTEE’S receipt of the decision of the STATE’S Authorized Representative. The decision of the Minnesota Commissioner of Health shall be subject to judicial review as provided in the Minnesota Administrative Procedure Act at Minnesota Statutes, §§14.65 to 14.69.

14. OTHER PROVISIONS
A. Contractor Debarment, Suspension And Responsibility Certification
Federal Regulation 45 CFR 92.35 prohibits the STATE from purchasing goods or services with federal money from parties who have been suspended or debarred by the federal government. A party may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the federal government expects the STATE to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this master grant contract, GRANTEE certifies that it and its principals;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency; and

2. Have not within a three-year period preceding this grant contract: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any
federal or state antitrust statutes; or e) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statute; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant contract are in violation of any of the certifications set forth above.

B. Audit Requirements

1. If the GRANTEE expends total federal assistance of $500,000 or more per year, the GRANTEE agrees to (1) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended (31 U.S.C. Code Chapter 75) and OMB Circular A-133; and (2) to comply with the Single Audit Act of 1984, as amended (31 U.S.C. Code Chapter 75) and OMB Circular A-133.

2. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Government Organizations, Programs, Activities, and Functions."

3. The audit report shall state that the audit was performed in accordance with the provisions of OMB Circular A-133 (or A-110 as applicable).

4. The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The federal government has approved the use of the audit guide.

5. In addition to the audit report, the GRANTEE shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

6. The GRANTEE agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to GRANTEE's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S.C. Code Chapter 75) and OMB Circular A-133.

7. Subcontractors of federal financial assistance from GRANTEE are also required to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S.C. Code Chapter 75) and OMB Circular A-133.

8. The Statement of Expenditures form may be used for the schedule of federal assistance.

9. The GRANTEE agrees to retain documentation to support the schedule of federal assistance for at least four years.

10. The GRANTEE agrees to file required audit reports with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, within six months of the grantee's fiscal year end.

OMB Circular A-133 requires recipients of more than $500,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census
Data Preparation Division
1201 East 10th Street
Jeffersonville, Indiana 47132
Attn: Single Audit Clearinghouse
C. Drug Free Workplace
   GRANTEE agrees to comply with the Drug-Free Workplace Act of 1988, as implemented at 34 CFR Part 85, Subpart F.

D. Lobbying
   The GRANTEE agrees to comply with the provisions of United States Code, Title 31, Section 1352. The GRANTEE must not use any federal funds to pay any person for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

E. Equal Employment Opportunity
   GRANTEE agrees to comply with the Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11475 and supplemented by regulations at 41 CFR Part 60.

F. Cost Principles
   The GRANTEE agrees to comply with the provisions of OMB Circular A-21, A-87 or A-122 regarding cost principles for administration of this grant award.

G. Rights to Inventions—Experimental, Developmental or Research Work
   The GRANTEE agrees to comply with 37 CFR, Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements” and any implementing regulations issued by the awarding agency.

H. Clean Air Act
   The GRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

I. No Smoking
   With respect to facilities over which the GRANTEE has control, the GRANTEE shall comply with the Minnesota Clean Indoor Air Act.

J. No Conflict of Interest
   The GRANTEE hereby assures that no interest exists, directly or indirectly, which could conflict in any manner or degree with the GRANTEE's performance of services required to be performed under this master grant contract or individual project grant agreements.
IN WITNESS WHEREOF, the parties have caused this master grant contract to be duly executed intending to be bound thereby.

APPROVED:

1. GRANTEES:
GRANTEE certifies that the appropriate person(s) have executed this master grant contract on behalf of the GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances.

   By (authorized signature)
   
   Title: Public Health Director
   
   Date: 9-24-2014

   By (authorized signature)

   Title: 
   
   Date: 

2. STATE AGENCY:
Master grant contract approval as required by Minnesota Statutes §§16A.15 and 16C.05.

   By (authorized signature)

   Title: 
   
   Date: 10/12/14

Approved as to form:

Sincerely

Assistant County Attorney/Date

File No. KS-14-310

IFASS#: GR00700
Exhibit E

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. § 176.04; (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, "X&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 policies 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).

☐ 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 such 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. Insurers: 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).

CM: doc

KCM/ExhInsure-No-ProfLiability-
Revised: 10/07
Certificate Of Completion

Envelope Id: D49681A8969D428EADE1ADF209574E32
Status: Completed
Subject: Please DocuSign: City of West St. Paul SHIP Including Exhibits Contract C0034909.pdf

Source Envelope:
Document Pages: 47
Certificate Pages: 4
AutoNav: Enabled
Enveloped Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking
Status: Original
1/18/2022 2:56:39 PM
Holder: Joan Cooksey
Joan.cooksey@co.dakota.mn.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Dakota County

Signer Events
Signature
Timestamp
Steve Mielke
steve.mielke@co.dakota.mn.us
Physical Development Director
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 68.117.52.37
Sent: 1/18/2022 2:58:03 PM
Viewed: 1/18/2022 3:09:22 PM
Signed: 1/18/2022 3:11:36 PM

Electronic Record and Signature Disclosure:
Accepted: 4/15/2020 3:23:41 PM
ID: 75ee0af5-c665-44ac-8fa3-4cf965946b45

In Person Signer Events
Status
Signature
Timestamp

Editor Delivery Events
Status
Signature
Timestamp

Agent Delivery Events
Status
Signature
Timestamp

Intermediary Delivery Events
Status
Signature
Timestamp

Certified Delivery Events
Status
Signature
Timestamp

Carbon Copy Events
Status
Signature
Timestamp

Witness Events
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Timestamp

Notary Events
Status
Signature
Timestamp

Envelope Summary Events
Status
Timestamps
Envelope Sent
Hashed/Encrypted
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Certified Delivered
Security Checked
1/18/2022 3:09:22 PM
Signing Complete
Security Checked
1/18/2022 3:11:36 PM
Completed
Security Checked
1/18/2022 3:11:36 PM

Payment Events
Status
Timestamps

Electronic Record and Signature Disclosure
ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dakota County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies
At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent
If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind
If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically
Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.
How to contact Dakota County:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bruce.peters@co.dakota.mn.us

To advise Dakota County of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.peters@co.dakota.mn.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Dakota County
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.peters@co.dakota.mn.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dakota County
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:
   i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
   ii. send us an e-mail to bruce.peters@co.dakota.mn.us and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

<table>
<thead>
<tr>
<th>Operating Systems:</th>
<th>Windows2000? or WindowsXP?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Browsers (for SENDERS):</td>
<td>Internet Explorer 6.0? or above</td>
</tr>
<tr>
<td>Browsers (for SIGNERS):</td>
<td>Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)</td>
</tr>
<tr>
<td>Email:</td>
<td>Access to a valid email account</td>
</tr>
<tr>
<td>Screen Resolution:</td>
<td>800 x 600 minimum</td>
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<tr>
<td>Enabled Security Settings:</td>
<td>• Allow per session cookies</td>
</tr>
<tr>
<td></td>
<td>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</td>
</tr>
</tbody>
</table>

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.
Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to
other electronic notices and disclosures that we will provide to you, please verify that you
were able to read this electronic disclosure and that you also were able to print on paper or
electronically save this page for your future reference and access or that you were able to
e-mail this disclosure and consent to an address where you will be able to print on paper or
save it for your future reference and access. Further, if you consent to receiving notices and
disclosures exclusively in electronic format on the terms and conditions described above,
please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

• I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF
  ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

• I can print on paper the disclosure or save or send the disclosure to a place where I can
  print it, for future reference and access; and

• Until or unless I notify Dakota County as described above, I consent to receive from
  exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
  available to me by Dakota County during the course of my relationship with you.