

DAKOTA COUNTY GENERAL GOVERNMENT AND POLICY COMMITTEE

Authorization Of South St. Paul Library Programming Study And Authorization To Execute A Joint Powers Agreement With City Of South St. Paul

Meeting Date: 11/10/2020	Fiscal/FTE Impact:
Item Type: Regular-Action	<input type="checkbox"/> None <input type="checkbox"/> Other
Division: Physical Development	<input checked="" type="checkbox"/> Current budget <input type="checkbox"/> Amendment requested
Department: Parks, Facilities, and Fleet Management	<input type="checkbox"/> New FTE(s) requested
Contact: Hoopingarner, Taud	Board Goal: Excellence in public service
Contact Phone: (952) 891-7004, (651) 438-4416	Public Engagement Level: N/A
Prepared by: Biedny, Jay	

PURPOSE/ACTION REQUESTED

- Authorize to secure professional services and complete a Programming Study that would outline the size and cost of a potential new County library to replace the existing City of South St. Paul Library facility on one of two sites donated by the City of South St. Paul.
- Authorize execution of a joint powers agreement (JPA) with the City of South St. Paul to secure funds committed by the City.

SUMMARY

The City of South St. Paul (City) has operated its own library since 1922. Although its building, collection, and staff have been operated independently from the Countywide Dakota County Library system, the City has participated with the County in some cross programming, shared cataloging, and other common technologies in the past several decades. Also, the surrounding populations, in and outside of the City, freely use facilities of both systems.

The City has proposed joining the County Library system. The City has indicated its preference for a new County owned library on land owned by the City. The proposed location would either be at the existing library site or a new site at the intersection of 7th and Marie Avenues. Consistent with past new library additions, the City has proposed providing the land to the County at no cost.

A first step in developing a potential new library is the completion of a Programming Study. An architectural design team is needed to conduct a Programming Study, which will conclude with the appropriate size of the facility in the context of the existing County library facilities and its associated components. The study will also include two construction cost estimates that would be used to create project budgets for further consideration by the County Board. A base assumption of \$6,000,000 will act as guideposts for the study.

Both proposed sites are shown in Attachment A. In order to accomplish a single-story building with County standard on-site parking at the 7th and Marie Avenues site, it may be necessary to vacate or move the road. As such the City will conduct a traffic study while the programming study is being completed.

Following this Board approval, selection of the design team will take approximately six weeks and then staff will return to the Board for approval of the selection. The Study work could be complete in four more months with results ready for Board review in second quarter 2021. However, further final design work could not begin without Board action and the completion by the City's traffic study on the Marie/7th property.

RECOMMENDATION

Staff recommends that the first step in contemplating a potential new County library in South St. Paul, and its incorporation into the Dakota County Library system, be done with a professional Programming Study. Staff estimate the professional services to not exceed \$65,000 and request this amount to be authorized for the study. In addition, staff recommends that the County execute a JPA with the City of South St. Paul (Attachment B) to secure \$15,000 worth of funds committed by the City for consideration of their existing site.

EXPLANATION OF FISCAL/FTE IMPACTS

This work is not included in any previous Capital Investment Program. However, funding is available from Countywide Budget Incentive Program resources. Of the \$65,000 in study costs requested for authorization, the City has agreed to fund \$15,000 of this study so that two sites can be analyzed.

Supporting Documents:

Attachment A: Map of SSP Potential Library
Attachment B: JPA Between City of SSP and Dakota County

Previous Board Action(s):

RESOLUTION

WHEREAS, the City of South St. Paul (City) has independently operated its own library since 1922 and shared some operational practices with the County in recent decades; and

WHEREAS, the City has proposed joining the County Library system; and

WHEREAS, the City has indicated its preference for a new County-owned library on land owned by the City at two potential locations for consideration; and

WHEREAS, consistent with past new library additions, the City has proposed providing the land to the County for no cost; and

WHEREAS, an architectural design team, can aid all parties in evaluation of such a potential venture by conducting a Programming Study for County Board consideration; and

WHEREAS, a base assumption of \$6,000,000 will act as guideposts for the study; and

WHEREAS, the costs for such a study are estimated at \$65,000; and

WHEREAS, the Dakota County will contribute up to \$50,000 towards this study; and

WHEREAS, the City of South St. Paul will contribute \$15,000 towards this study in exchange for consideration (without decision making authority) of the existing library site.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to secure professional services and complete a Programming Study for a study of the replacement of the City of South St. Paul Library with a potential new County library; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the use of \$50,000 from the Countywide Budget Incentive Program funds to complete the study; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks, Facilities, and Fleet Management Director to execute a joint powers agreement for \$15,000 with the City of South St. Paul for the South St. Paul Library Programming Study, subject to approval by the County Attorney's Office as to form.

County Manager's Comments:

- Recommend Action
- Do Not Recommend Action
- Reviewed---No Recommendation
- Reviewed---Information Only
- Submitted at Commissioner Request

Reviewed by (if required):

- County Attorney's Office
- Financial Services
- Risk Management
- Employee Relations
- Information Technology
- Facilities Management



County Manager



approx.
2.60 Acres

Potential New Dakota County Library Location
(exact extents East of 7th Ave. N. are T.B.D.)

**Current South St. Paul
Library Location**



Dakota County Contract #C00XXXXX

**JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY
AND THE CITY OF SOUTH ST. PAUL FOR COST CONTRIBUTION
FOR LIBRARY PROGRAMMING STUFY**

THIS JOINT POWERS AGREEMENT (“Agreement”) is entered into by and between the County of Dakota (“County”) a political subdivision of the State of Minnesota and the City of South St. Paul (“City”) a Minnesota municipal corporation (County and City are hereinafter collectively referred to as the “Parties”) and witnesses the following:

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

WHEREAS, City and County have agreed to share costs for a programming study for a potential new library facility and to explore reusing of the City’s existing 1927 library building on the existing City site with a replacement of its 1969 addition (“Programming Study”); and

WHEREAS, the City and the County have agreed to share costs as set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1

Purpose

The purpose of this Agreement is to define the responsibilities and obligations of the County and the City for cost contribution for actual costs of the Programming Study.

ARTICLE 2

Term

This Agreement shall be effective on the date of the last signature of the Parties to this Agreement and shall remain in effect until December 31, 2021 or until completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 3

Cooperation

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

ARTICLE 4
City's Obligations

4.1 Authorized Purposes. The funding provided by the City to the County under this Agreement shall only be for the Programming Study.

4.2 City Contribution Amount. The City shall contribute and reimburse the County an amount not to exceed \$15,000.00 for actual costs incurred for the Programming Study (City's Contribution). The County shall contribute funds pursuant to Article 5 only after the City's Contribution is exhausted.

4.3 Payment by the City. Payment by the City will be made to the County after the City receives an itemized invoice of the actual costs incurred for the Programming Study. Payment by the City shall be made within 45 days after receipt of said invoice. The City shall pay the full amount of the invoice, and at the time of payment, identify any disputed amounts included in the payment. The County shall review, and when it deems necessary, and in its sole discretion, seek additional documentation from the contractor(s), prior to making payment to the contractor(s) regarding disputed items. The County's review and potential document request shall not prevent the County from paying undisputed amounts to the contractor(s) prior to the County's completion of its review of disputed amounts. The County's decision regarding disputed amounts shall be final.

ARTICLE 5
County's Payment Obligation

5.1 Authorized Purposes. The funding provided by the County under this Agreement shall only be for the Programming Study.

5.2 County Contribution Amount. The County shall contribute an amount not to exceed \$50,000.00 for actual costs incurred for the Programming Study (County's Contribution).

ARTICLE 6
Acknowledgement

The Parties shall appropriately acknowledge the funding assistance provided by each other pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Programming Study. The Parties shall appropriately acknowledge the assistance provided by each other pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Programming Study.

ARTICLE 7
Indemnification and Insurance

7.1 Each party to this Agreement shall be solely liable for the acts of its officers, employees, or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County

and the City. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466.

7.2 In the event of any claims or actions 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 claim arising from the Programming Study, City agrees to require all contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minn. Stat. § 466.04 during the term of such activity. All such insurance policies shall name City and County as additional insureds. City agrees to promptly provide County copies of any insurance policy related to this Agreement upon the County's request.

ARTICLE 8

Reporting, Accounting and Auditing Requirements

8.1 Accounting Records. The Parties agree to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the Parties for a minimum period of six (6) years following the expiration of this Agreement. The Parties agree to promptly provide the each other copies of any accounting records related to this Agreement upon request.

8.2 Auditing. Pursuant to Minn. Stat. Sec. 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the Parties relevant to the Agreement are subject to examination by each other and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

8.3 Authorized Representatives. The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. Any notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY: Steve Mielke
Physical Development Director
14955 Galaxie Ave
Apple Valley, MN 55124-8579

TO THE CITY: Joel Hanson
City Administrator
125 3rd Avenue N.
South St. Paul, MN 55075

In addition, notification 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, Minnesota 55033.

All notices required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed complete two business days after the date of mailing.

8.4 Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall keep each other continually informed, in writing, of any change in the designated liaison. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison:	Jay Biedny 651-438-4350 Email: Jay.Biedny@co.dakota.mn.us
City Liaison:	Kathy Halgren Phone: 651-554-3242 Email: khalgren@sspmn.org

ARTICLE 9 **Modifications**

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

ARTICLE 10 **Termination**

10.1 In General. In the event the Parties mutually agree to terminate this Agreement, the City shall be responsible for an amount not to exceed \$15,000 for actual costs incurred for actual costs incurred for the Programming Study as of the termination date.

10.2 Termination for Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient to allow payments due under this Agreement.

ARTICLE 11 **Minnesota Law to Govern**

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

ARTICLE 12

Merger

This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

ARTICLE 13

Severability

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

ARTICLE 14

Survivorship

The following provisions under this Agreement shall survive after the termination date of this Agreement or expiration of this Agreement: Article 6 (Acknowledgement); Article 7 (Indemnification and Insurance); Article 8 (Reporting, Accounting and Auditing); Article 11 (Minnesota Law to Govern); Article 13 (Severability); and Article 14 (Survivorship).

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

APPROVED AS TO FORM:

DAKOTA COUNTY

/s/
Assistant County Attorney/Date
KS-20-478

By _____
Steven C. Mielke
Physical Development Division Director

Date of Signature: _____

County Board Res. No. ##-####

CITY OF SOUTH ST. PAUL

By _____
James Francis, Mayor
Date of Signature: _____

By _____
Christy Wilcox, City Clerk

Date of Signature: _____

DRAFT