



COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND THE CITY OF ST. PAUL
GATEWAY STATE TRAIL / WESTMINSTER STREET BRIDGE CROSSING
ARKWRIGHT STREET TRAIL CONNECTION

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the City of St. Paul, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 86A.015 to provide state trails and associated facilities; and subdivision 14b, establish, develop, maintain, and operate the Gateway State Trail; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the State owns and/or administers land described as: **Sec. 19, T29N, R22W**, Ramsey County, as shown on the Deed attached and incorporated into this Agreement as **Exhibit A** and hereinafter referred to as the "Gateway State Trail"; and

WHEREAS, the City owns and/or administers land described as: **Sec. 19, T29N, R22W**, Ramsey County, as shown on the map attached and incorporated into this Agreement as **Exhibit B** and hereinafter referred to as the "Westminster Street"; and

WHEREAS, the Gateway State Trail currently crosses Westminster Street on a former railroad bridge, originally constructed in by the West Central Railroad and the Wisconsin Bridge and Iron Co. in 1919, hereinafter referred to as the "Gateway State Trail Bridge"; and

WHEREAS, the existing Gateway State Trail Bridge, as originally constructed in 1919, is constructed in part on lands owned and/or administered by the City as identified in **Exhibit B** and as shown on the existing bridge plan sheet attached and incorporated into this Agreement as **Exhibit C**; and

WHEREAS, the existing Gateway State Trail Bridge is located only 11.6 feet over Westminster Street, significantly under current recommended roadway clearance and creating a safety issue for tall and commercial vehicles; and

WHEREAS, the State and City have determined that providing for the replacement of the existing Gateway State Trail Bridge over Westminster Street, within the City of St. Paul, is of high priority;

WHEREAS, the City is prepared to allow for the construction of a new Gateway State Trail Bridge along the corridor occupied since 1919 on the City owned or administered lands located over and adjacent to Westminster Street and as referenced in Exhibit A; and

WHEREAS, the State has developed preliminary plans for the replacement of the Gateway State Trail Bridge over Westminster Street which are attached and incorporated into this Agreement as Exhibit D; and

WHEREAS, the State shall develop the final plans and specifications required for the construction of the Trail Bridge which must be approved by the City; and

WHEREAS, the State shall be solely responsible for and shall complete the construction of the new Gateway State Trail Bridge at no cost to the City; and

WHEREAS, upon completion the State shall have sole responsibility for the administration, operations, and maintenance of the Trail Bridge; and

WHEREAS, the State and City have determined that the Municipal Trail Connection at Arkwright Street will provide a distinct and significant benefit to all trail users; and

WHEREAS, the State shall design and construct a Municipal Trail Connection at Arkwright Street in association with the replacement of the Gateway State Trail Bridge over Westminster Street at the location identified in the map attached and incorporated into this Agreement as Exhibit E and hereinafter referred to as the “Municipal Trail Connection”; and

WHEREAS, the City shall be permitted to review and approve the Municipal Trail Connection as developed by the State, and

WHEREAS, upon completion the Municipal Trail Connection shall be the sole responsibility of the City; and

WHEREAS, a resolution or copy of the City Council meeting minutes authorizing the City to enter into this agreement is attached and incorporated into this Agreement as Exhibit F; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE’S DUTIES AND RESPONSIBILITIES

- a. The State shall continue to manage, administer, operate, and maintain the Gateway State Trail and the Gateway State Trail Bridge as established and consistent with all state, and federal laws and rules that may apply to the management, operation, and maintenance of the Trail.
- b. The State shall be permitted to replace the existing Gateway State Trail Bridge over Westminster Street with a new steel truss recreational trail bridge that will be constructed to current roadway clearance standards and the State shall operate and maintain the new bridge .
- c. The State shall design and construct a Municipal Trail Connection and utilize the trail connection corridor for construction access associated with the replacement of the Gateway State Trail Bridge.

- d. The State shall permit the City to operate and maintain the new Municipal Trail Connection within the State Trail Corridor and as identified in **Exhibit E**.
- e. The State shall prepare the necessary final plan, specifications required for the construction of the Gateway State Trail Bridge and the Municipal Trail Connection. The final plans for the Gateway State Trail Bridge and Municipal Trail Connection shall meet all applicable requirements of the ADA.
- f. The State shall permit the City to review and approve the final plans and specifications for the new Gateway State Trail Bridge and the Municipal Trail Connection, prior to construction.
- g. The State shall perform all necessary bid advertisement, contract administration, construction engineering, staking, materials testing, record keeping and construction inspection, and shall administer the terms of the construction contract required for the development of the Gateway State Trail Bridge and the Municipal Trail Connection.
- h. The State shall obtain all federal and state permits necessary for the construction of the Gateway State Trail Bridge.
- i. The State shall apply the guidelines of the States requirement to prevent or limit the introduction, establishment and spread of invasive species within the State Trail Corridor and the City owned lands. The States specific guidance regarding Invasives Species Prevention and Site Planning and Management can may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf
- j. The State shall be permitted to review and approve any alterations or improvements to Westminster Street, the Gateway Trail Bridge or the Municipal Trail Connection as proposed by the City during the term of this Agreement that would affect that Gateway State Trail or the Gateway State Trail Bridge. State approval and comment will be provided by the State's designated Contact.
- k. The State shall permit the City to review and approve any alterations or improvements to the Gateway State Trail Bridge or the Municipal Trail Connection as proposed by the State during the term of this Agreement. All improvements as proposed by the State shall meet the requirements of the ADA.
- l. The State will provide and install all trail related informational signs for the State Trail as determined by Department of Natural Resources policy.
- m. The State reserves the right to inspect the Gateway State Trail Bridge and the Municipal Trail Connection to ensure that the City is in compliance with this agreement.

II. CITY'S DUTIES AND RESPONSIBILITIES

- a. The City shall permit the State to develop, operate and maintain the new Gateway State Trail Bridge over Westminster Street, including the continued use of the City owned and/or administered lands as referenced in Exhibit A.
- b. The City shall permit the State to design and construct a Municipal Trail Connection and to utilize the

trail connection corridor for construction access associated with the replacement of the Gateway State Trail Bridge.

- c. The City shall be permitted to review and approve the final plans and specifications for the Gateway State Trail Bridge and shall be provided written notice two weeks prior to the initiation of construction.
- d. Upon completion the City shall be solely responsible for the operations and maintenance of the Municipal Trail Connection, including bituminous trail surface maintenance and replacement, sign installation, repair and replacement and limited vegetation management to maintain user safety.
- e. The City shall apply the guidelines of the States requirement to prevent or limit the introduction, establishment and spread of invasive species when working within the State Trail Corridor. The States specific guidance regarding Invasive Species Prevention and Site Planning and Management can may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf
- f. The City shall provide and install appropriate signage for the Municipal Trail Connection which shall be approved by the State.
- g. The City shall permit the State to review and approve any alterations or improvements to the State Trail corridor or the Municipal Trail Connection, located within the boundaries of the State property proposed by the City during the term of this Agreement. All improvements developed within the State Trail corridor shall meet the requirements of the ADA.
- h. The City shall be permitted to review any alterations to the Municipal Trail Connection contained within the boundaries of the State-owned lands as proposed by the State during the term of this Agreement.
- i. The City shall be permitted to review any alterations to the Gateway State Trail Bridge that could affect Westminster Street or further alter the City owned and/or administered lands as proposed by the State during the term of this Agreement.

III FUNDING

The State shall provide funding for its responsibilities under Article I (a)(b)(c)(d)(e)(f)(g)(h)(i)(j)(k)(l)(m) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered. The total obligation of the State is limited to the amount of funds legislatively appropriated and administratively allocated to this project. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01-466.15, and other applicable law.

V. TERM

- a. *Effective Date:* **October 1, 2022**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The City shall not begin work under this Agreement until it is fully executed and the City has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date:* **October 1, 2072**, for a period of fifty (50) years except as otherwise provided herein or agreed to in writing by both parties. This agreement shall renew at the end of the term for an additional five (5) year period unless a party gives three (3) months written notice to the other party to terminate the agreement. This agreement shall continue to automatically renew as the end of each five (5) year period unless the required given notice is given.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the City relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

The City hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. FORCE MAJEURE

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

IX. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the City. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this Agreement. The State will notify the City by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the City shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

X. GOVERNMENT DATA PRACTICES

The City and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the City or the State.

XI. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement. All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

XII. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties.

XIII. AUTHORIZED REPRESENTATIVES

Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid or email to:

The State's Authorized Representative is Rachel Henzen, Parks and Trails Division Area (3B) Supervisor, Minnesota Department of Natural Resources, 1200 Warner Road, St. Paul, MN 55106, (651) 259-5875, rachel.henzen@state.mn.us or his/her successor.

The City's Authorized Representative is Sean Kershaw, Director Public Works, City of St. Paul, 25 West 4th Street, 1500 City Hall Annex, St. Paul, MN 55102, 651-266-6099, sean.kershaw@ci.stpaul.mn.us or his/her successor.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

CITY ST. PAUL

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION

CITY OF ST. PAUL

Delegated to Materials Management Division

By: _____

By: _____

Title: _____

Date: _____

Title: _____

Date: _____

CITY OF ST. PAUL

By: _____

Title: _____

Date: _____

CITY OF ST. PAUL

By: _____

Title: _____

Date: _____

STATE ENCUMBERANCE VERIFICATION

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

Signed: _____

Date: _____

Contract: _____