

COOPERATIVE AGREEMENT
for
METRO GOLD LINE BUS RAPID TRANSIT PROJECT
BICYCLE AND PEDESTRIAN IMPROVEMENTS

This Cooperative Agreement (“Agreement”) is made this _____ day of _____, 2022, by and between Ramsey County, a political subdivision of the State of Minnesota (“County”), and the City of Saint Paul, a Minnesota municipal corporation (“City”).

RECITALS

- A. The METRO Gold Line Bus Rapid Transit (“BRT”) Project (the “Project”), adopted into the region’s Transportation Policy Plan on October 24, 2018, will be located in Ramsey and Washington Counties, extending approximately 10 miles and connecting the cities of Saint Paul, Maplewood, Landfall, Oakdale and Woodbury.
- B. The purpose of the Project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses, residents, and the traveling public within the project area by providing all-day, bi-directional, station-to-station service that complements existing and planned bus service in the corridor.
- C. On January 19, 2018, under the leadership of the Metropolitan Council, the Project began the two-year Project Development Phase of the Federal Transit Administration’s Capital Investment Grants New Starts Program. The Metropolitan Council is the local project sponsor; the Federal Transit Administration grantee; and is responsible for planning, designing, acquiring rights-of-way, constructing, equipping, commissioning, operating, and owning the Project.
- D. The Project will be funded up to 47% of the costs by the Federal Transit Administration (FTA) through the Capital investment Grants Program contingent upon receipt of a full funding grant agreement.
- E. Ramsey County, Ramsey Regional Railroad Authority, and Washington County, through the Gold Line Joint Powers Board, are the primary funders for the non-federal share of the Project through a Capital Grant Agreement with the Metropolitan Council.
- F. As the lead agency for the Project, Metropolitan Council is responsible for design engineering of the Project, including the preparation of plans, specifications, and proposals, which includes the proposed reconstruction; alignment; profiles; grades; cross sections; paving; concrete curb and gutter; medians; storm sewer; storm water treatment and infiltration basins; pedestrian curb ramps; turf establishment; traffic signals; street lighting; accessible pedestrian signals; and utility replacement and adjustments.
- G. In preparing such plans, specifications, and proposals, Metropolitan Council is required to consult with the County and the City. If either the County or the City request any revisions to the plans and specifications after they are complete, the requesting party will be responsible

for any costs that result from the requested revision. Revisions are subject to approval by the County and the Metropolitan Council.

H. The Metropolitan Council is responsible for the following aspects of the Project:

1. Completion of design engineering responsibilities as described above;
2. Acquisition of easements and other property interests that will be needed for the Project, including the location of the Improvements (as defined below);
3. Management of procurement matters, including issuing all solicitations for bids and proposals; selecting all contractors; and awarding all contracts necessary for the completion of the Project and Improvements;
4. Performance and management of or contracting for the performance of construction engineering for all elements of the Project and Improvements;
5. Management of all costs of the Project and Improvements;

Pursuant to the Capital Grant Agreement between the Gold Line Joint Powers Board and the Metropolitan Council, and to the Full Funding Grant Agreement from the FTA, the Metropolitan Council will pay for all costs related to these responsibilities from the federal and local funds identified for the Project and Improvements.

I. As designed, the Project includes bicycle and pedestrian improvements, in the form of trails and sidewalks located in the City (“Improvements”), which have great community benefit, but exceed the minimum features that are needed to provide direct access to the Gold Line stations. The Improvements will be constructed in the following locations as shown in **Exhibit A**:

1. East Side Etna Trail – Pacific Street to Burns Avenue;
2. White Bear Avenue Station Area Sidewalk – Hazel Street to Ruth Street;
3. Sun Ray Area Existing Sidewalk Upsizing;
4. Hudson Road at Johnson Parkway Sidewalk; and
5. Mounds Boulevard West Side Sidewalk – 3rd Street to I-94.

J. The County and the City have agreed to include the Improvements, as constructed by the Metropolitan Council per the FFGA, in the Project, and have agreed that the City will pay for half of the non-federal costs for the Improvements, as set forth in this Agreement.

K. The County is responsible for payment of the up-front costs of construction related to the Improvements, pursuant to the agreement(s) with the Metropolitan Council to which the County is a party. Upon completion, the City will reimburse the County for the City Share, as defined in Section 2 of this Agreement, of the actual cost of construction.

L. The County will not own or be responsible for maintenance of the Improvements prior to or after construction.

NOW THEREFORE, based on the mutual promises and the terms and conditions stated herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the County and the City agree as follows:

1. **Terms.** Upon completion of the Improvements by the Metropolitan Council, the Project will do a final accounting and reconciliation of the actual costs related to the completion of the Improvements and will provide it to the County. The County will invoice the City for the amount equal to the City Share (as defined below). Within 30 days of receipt of the invoice from the County, the City will pay the invoiced amount to the County.
2. **The City Share.** The City will pay 50% of the 53% non-federal share of the Improvements, plus 10% of Professional Services and 8% of construction costs for Construction inspection/administration of the Improvements as defined by the Project. A Project developed cost estimate is included as **Exhibit B.**
3. **No Ownership by the County.** Either prior to or following construction of the Improvements, the County will not own the Improvements.
4. **Maintenance, Repair, Replacement of the** Improvements. Either prior to or following construction of the Improvements, the County will not be responsible for maintenance, repair, or replacement the Improvements.
5. **Data Practices.** The parties will comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any other applicable statutes, any state rules adopted to implement the Act, as well as federal statutes and regulations related to data privacy.
6. **Hold Harmless and Insurance.**
 - a. Each party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts of the other parties or their employees, elected officials, and agents, or for any liability resulting therefrom. Each party's liability will be governed and limited by Minnesota Statutes, Chapter 466, and other applicable law.
 - b. Each party agrees to defend and hold harmless the other Parties, their employees, elected officials, and agents from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the party, its employees, elected officials, or agents, in the performance or failure to perform its obligations under this Agreement. Nothing herein will be deemed a waiver by any Party of its limitations on liability, defenses or immunities under Minnesota Statutes, Chapter 466, or other state or federal law.
 - c. Each party warrants that it is able to comply with the foregoing requirements through commercial insurance or a self-funding program.

- d. All insurance policies or self-insurance certificates will be open to inspection by the other party and copies of the policies or certificates of self-insurance will be submitted to a party upon request.

7. **Miscellaneous Provisions.**

- a. *Incorporation of Recitals and Exhibits.* The County and the City agree that the Recitals and **Exhibits A and B** are true and correct, and are incorporated herein.
- b. *Notices.* Any notices required hereunder must be in writing, and will be sufficient if personally served or sent by registered or certified mail (return receipt requested), to the business address of the Party to whom it is directed. Such business address will be that address specified below or such different address as may hereafter be specified, by either Party by written notice to the other:

<p><i>If to the County:</i></p> <p>County Manager 250 Courthouse 15 W Kellogg Blvd Saint Paul, MN 55102</p> <p><i>With a copy to:</i></p> <p>Ramsey County Public Works ATTN: Deputy Director—Multimodal Planning 1425 Paul Kirkwold Drive Arden Hills, MN 55112</p> <p><i>And copy to:</i></p> <p>Ramsey County Attorney’s Office ATTN: RCRRA Attorney 121 Seventh Place East, Suite 4500 St. Paul, MN 55102-5001</p>	<p><i>If to the City:</i></p> <p>City Engineer CHA 800 25 West Fourth Street Saint Paul, MN 55102</p> <p><i>And copy to:</i></p> <p>City Attorney’s Office ATTN: Public Works Attorney 400 City Hall 15 Kellogg Blvd West Saint Paul, MN 55102</p>
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- c. *Audit.* Until the expiration of six years after the furnishing of services pursuant to this Agreement, the City, upon request, will make available to the County, the State Auditor, or the County’s ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the City relating to this Agreement.
- d. *Interpretation of Agreement; Venue.* This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement

will be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

- e. *Severability.* If any provision or term of this Agreement for any reason is declared invalid, illegal, or unenforceable, such decision will not affect the validity of any remaining provisions. The remaining provisions will remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.
- f. *Alteration.* Any alteration, variation, modification, or waiver of the provisions of this Agreement will be valid only after it has been reduced to writing and signed by both parties.
- g. *Entire Agreement.* This written Agreement represents the entire agreement between the County and the City, and supersedes all prior negotiations, representations, or contracts, either written or oral, regarding the subject matter of this Agreement. No subsequent agreement between the County and the City to waive or alter any of the provisions of this Agreement will be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.
- h. *Signatures/Execution.* Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is transmitted by any electronic means, including without limitation a faxes version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

[The rest of this page is left blank intentionally; Signature page follows]

IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers and representative on the day and year first written above.

RAMSEY COUNTY	CITY OF SAINT PAUL
_____ Trista L. MatasCastillo, Chair Ramsey County Board of Commissioners	_____ Mayor
_____ Mee Cheng, Chief Clerk Ramsey County Board of Commissioners	_____ Director, Department of Public Works
<i>Approval recommended:</i>	
_____ Director, Public Works	_____ Director, Office of Financial Services
<i>Approved as to form:</i>	
_____ Assistant County Attorney	_____ Assistant City Attorney

EXHIBIT A

Depiction of the Improvements

EXHIBIT B

Estimated Costs