

**AGREEMENT BETWEEN  
CITY OF SAINT PAUL  
AND  
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY  
FOR  
RIVER BALCONY SCHEMATIC DESIGN**

This Agreement (“Agreement”) is between the City of Saint Paul (“City”) and the Ramsey County Regional Railroad Authority (“RCRRA”) located at 214 4<sup>th</sup> Street East, Suite 200, St. Paul, MN 55101.

**Recitals**

1. The parties wish to cooperatively provide funding and services for the River Balcony Schematic Design (“Design”); and,
2. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement; Exhibits**

1.1 *Effective date.* This Agreement will be effective upon execution by the parties.

1.2 *Expiration date.* This Agreement will expire on December 31, 2018 unless terminated earlier pursuant to Article 11.

2. **Scope of Work and Responsibilities of Each Party.** On June 21, 2017, the Saint Paul City Council adopted the River Balcony Master Plan as an amendment to the Great River Passage Plan. The River Balcony is a proposed project spanning 1.5 miles of downtown Saint Paul’s Mississippi River bluff and includes many civic landmarks and amenities. The project was initially proposed in the 2013 Saint Paul City Council approved Great River Passage Master Plan – a guide for making the Mississippi River more accessible and cultivate the next generation of diverse park users and river stewards – and later outlined in the River Balcony Master Plan. The River Balcony is envisioned as a publicly accessible bluff edge experience connecting public spaces and bluff side development sites from Eagle Street and the Upper Landing to Union Depot/Lower Landing Park. It will be designed to accommodate walking, outdoor seating, gathering and related public activities, and be a catalyst for economic development. The City of Saint Paul, with support of private and public partners, has determined that schematic design of the River Balcony is needed (the “Design”). The scope of the Design, covered by this Agreement, includes but is not limited to, schematic design vision, phasing and leadership, cost estimates, finance strategy, and partner agreements, roles, and responsibilities. The City of Saint Paul will be the lead agency for the Design. RCRRA will provide \$100,000 to the City of Saint Paul upon the City of Saint Paul receiving commitments for the additional funds from other public/private partners toward the total Design cost. The total Design cost is estimated at \$600,000.

The City of Saint Paul will solicit proposals for the creative team to complete the Design (the “designer”) and award the contract for the Design. Completion of the Design is expected within nine (9) months of contract award.

- 2.1 *City responsibilities.* City will:

- 2.1.1 Include a RCRRRA representative on the designer selection committee.
- 2.1.2 Administer the contract between the City and the designer.
- 2.1.3 Oversee the performance of the designer.
- 2.1.4 Include a RCRRRA representative on the steering and technical committees for the Design.
- 2.1.5 Coordinate with public and private entities as necessary.

2.2 ***RCRRRA responsibilities.*** RCRRRA will:

- 2.2.1 Coordinate with the City on the design selection committee.
- 2.2.2 Provide requested information to contractor.
- 2.2.3 Coordinate with the City on the steering and technical committees.
- 2.2.4 Provide comments on draft work products.
- 2.2.5 Assist the City with public and private entities, as necessary, to obtain information and support for the Design.

3. **Terms of Payment**

- 3.1 The City will invoice RCRRRA, in a total amount not to exceed \$100,000, upon the City receiving confirmed commitments from public/private parties for the remaining amount of the required Design cost. The City will direct invoices to the Director, RCRRRA, at the address below:

RCRRRA  
 Union Depot, Suite 200  
 214 4<sup>th</sup> Street East  
 St. Paul, MN 55101  
 Attn: Director  
 RE: River Balcony Schematic Design

- 3.2 RCRRRA will make payment to the order of the City of Saint Paul at the address below and the payment must reference the "RIVER BALCONY SCHEMATIC DESIGN".

City of Saint Paul  
 Mail Stop  
 St. Paul, MN  
 Attn:  
 RE: RIVER BALCONY SCHEMATIC DESIGN

4. **Authorized Representatives**

- 4.1 ***Each party's Authorized Representative*** is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

- 4.2 ***City's Authorized Representative*** is:

Name: \_\_\_\_\_ or his successor.  
 Title:  
 Street Address:  
 City State Zip:  
 Telephone:  
 Email:

- 4.3 ***RCRRRA's Authorized Representative*** is:

Name: \_\_\_\_\_ or his successor.  
 Title: Director  
 Street Address: 214 4<sup>th</sup> Street East, Suite 200

City State Zip: St. Paul, MN 55101  
Telephone: 651-266-2762  
Email:

5. **Liability**

5.1 Each party is solely responsible for its own acts or omissions, and the results thereof.

6. **Audit**

The books, records, documents and accounting procedures and practices of the City and State of Minnesota relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.

7. **Jurisdiction and Venue**

Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.

8. **Government Data Practices**

The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this Agreement.

9. **Assignment and Amendments**

9.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

9.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.

10. **Waiver; Contract Complete**

10.1 *Waiver.* If a party fails to enforce any provision of this Agreement that failure does not waive the provision or the party's right to subsequently enforce it.

10.2 *Contract Complete.* This Agreement contains all negotiations and agreements between the parties regarding the subject matter of this Agreement and the Design. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

11. **Termination.** This Agreement may be terminated by mutual agreement of the parties. In the event that the parties mutually agree to terminate this Agreement, RCRRA is only responsible for its share of the costs of the Design actually incurred up to and including the date of termination. If RCRRA's share of the costs actually incurred for the Design and subject to this Agreement up to and including the date of termination is less than the amount already advanced by RCRRA, the City will refund the difference to RCRRA. If RCRRA's share of the costs actually incurred up to and including the date of termination exceeds the amount already advanced by RCRRA, RCRRA will pay the difference to the City, but in no event shall the total amount due from RCRRA exceed \$100,000.

[The remainder of this page has been intentionally left blank. Signature page follows.]

**RAMSEY COUNTY REGIONAL RAILROAD  
AUTHORITY**

**CITY OF SAINT PAUL**

By: \_\_\_\_\_  
Rafael E. Ortega, Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Johanna Berg, Interim Director

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_