



Cooperative Agreement

This Agreement is made as of _____, 2018, and is by and between Ramsey County, through its Department of Property Management, (“County”) and City of Saint Paul through its Department of Public Works (“City”).

RECITALS

WHEREAS, Ramsey County recently completed demolition of the Ramsey County Adult Detention Center in the area of Kellogg Boulevard and Wabasha Street in Downtown St. Paul (“Project”); and

WHEREAS, the Project removed and replaced a portion of the public sidewalk at the south west corner of the intersection of Kellogg Boulevard and Wabasha Street; and

WHEREAS, the County and City agreed the replacement sidewalk system would be designed and built to provide a sidewalk clearance 10’ – 4” wide which would provide the City with width needed to perform bridge inspection from the sidewalk; and

WHEREAS, the County did establish a sidewalk clearance 10’ – 4” wide as a sidewalk design criteria with the Project design team; and

WHEREAS; the Project design team furnished the City with a sidewalk design which met the design criteria; and

WHEREAS, the as-built construction width is 8’ – 8” which does not meet design criteria; and

WHEREAS, the City approved re-opening the sidewalk for use by the public on a temporary basis while the County and City explored a potential remedy; and

WHEREAS, removal and replacement of the newly constructed sidewalk to achieve the intended width would cause significant burden to public access and transportation resulting from additional sidewalk and drive lane closure; and

WHEREAS, the City presented an option to upgrade its upcoming bridge inspection vehicle purchase to a piece of equipment which will allow for bridge inspections to occur from a drive lane as opposed to the sidewalk; and

WHEREAS, the City agrees that the ability to perform bridge inspections from a drive lane allows the as-built construction to remain; and

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WHEREAS, the County and City desire to achieve a bridge inspection access solution which avoids additional disruption to public access and the flow of transportation in the area;

NOW THEREFORE, in consideration of the foregoing Recitals and the Mutual Promises in this Agreement and other good and valuable consideration the County and City agree as Follows:

1. Terms

1.1.

The County shall pay the City a lump sum amount of exactly \$152,637.00 no later than December 1, 2018, which City shall use to procure equipment that enables City to perform bridge inspections in the area from a drive lane. Any such equipment shall be in the sole ownership of the City, and County shall have no ownership interest or responsibility whatsoever therein. The County shall have no responsibility or liability for any actions of the City, whether intentional or negligent, in the City's use of the equipment.

1.2

The City accepts the existing finished sidewalk system in the area of Kellogg and Wabasha; including the dimensions, and shall not require the sidewalk be removed and replaced to accommodate a bridge inspection vehicle.

1.3

The forgoing Recitals are incorporated herein.

2. General Contract/Agreement Terms and Conditions

2.1. Data Practices

2.1.1. The Parties shall comply with the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

2.2. Hold Harmless and Insurance

2.2.1. 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 shall 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 shall be governed and limited

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by the Municipal Tort Claims Act, Minn. Stat. Chapter 466 and other applicable law.

- 2.2.2. 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 shall 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.
- 2.2.3. Each Party warrants that it is able to comply with the aforementioned requirements through commercial insurance or a self-funding program.
- 2.2.4. All insurance policies or self-insurance certificates shall be open to inspection by the other Parties and copies of the policies or certificates of self-insurance shall be submitted to a Party upon written request.

2.3. **Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the City, upon request, shall 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.

2.4. **Interpretation of Agreement; Venue**

2.4.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

2.4.2.

The provisions of this Agreement are 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.

2.5. **Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

2.6. **Entire Agreement**

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral, regarding the subject matter of

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this Agreement. No subsequent agreement between the County and the City to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

Ramsey County

City of Saint Paul

By: _____

By: _____

Jean Krueger, Director of Property Management
Public Works

Kathy Lantry, Public
Works Director

DRAFT

Approved as to form

By: _____

Date: _____

By: _____
Mayor or designee

By: _____

Office of Financial Services

Approved as to form

By: _____

Date: _____