

**COOPERATIVE AGREEMENT BETWEEN THE
CITY OF MINNEAPOLIS AND CITY OF SAINT PAUL
REGARDING BICYCLE PARKING PROJECT**

THIS AGREEMENT, is made and entered into as of this ____ day of _____, 2011 by and between the CITY OF MINNEAPOLIS, a Minnesota home rule charter city (“Minneapolis”), and the CITY OF SAINT PAUL, a Minnesota city (“City”).

WITNESSETH:

WHEREAS, the CITY OF SAINT PAUL desires to locate and construct new bicycle parking facilities pursuant to State Project 141-091-028 (“Project”) within its boundaries and has been determined to be eligible for Federal Non-Motorized Transportation Pilot Project funds (hereby known as the “NTP”); and

WHEREAS, the CITY OF SAINT PAUL recognizes and is relying on the CITY OF MINNEAPOLIS to act as the financial agent for the receipt of NTP federal grant funds for this Project to streamline the reporting requirements on behalf of the CITY OF SAINT PAUL.

WHEREAS, the CITY OF SAINT PAUL is aware of and understands MnDOT Agreement No. 97553, the Project Memorandum originally dated August 16, 2010 and that City of Minneapolis is also eligible participant for this Project and shall follow its provisions;

WHEREAS, the CITY OF MINNEAPOLIS has agreed to act as the financial agent to receive approximately \$75,000 in NTP federal grant funds (MnDOT Agreement No. 97553) to procure and furnish bike parking facilities on behalf of cities and counties that are eligible to receive NTP grant funds; and

WHEREAS, the CITY OF SAINT PAUL understands that the NTP federal grant funds will be used to the procure and furnish the bicycle parking facilities but will not be used for the installation, operation or maintenance of said facilities;

WHEREAS, the CITY OF SAINT PAUL shall install and assume ownership, operation and maintenance of the bike parking facilities at its own cost according to the federal NTP grant provisions and this Agreement;

NOW THEREFORE, in consideration of the mutual promises and mutual obligations of the City of Minneapolis and the CITY OF SAINT PAUL each of them represents, covenants and agrees with the other as follows.

1. Minneapolis Obligations.

Minneapolis through its Director of Public Works or his/her designee shall carry out its fiscal agent and Agreement responsibilities for the Project.

Minneapolis will advertise for bids to contract with a vendor to furnish (purchase and delivery) of specified bicycle parking facilities for each participating City/County.

Minneapolis will be responsible for maintaining financial records consistent with federal grant requirements to keep track of all federal expenses related to these funds.

Minneapolis shall reimburse the approved vendor in a timely manner for any and all eligible federal costs, and submit documentation for reimbursement to MnDOT when project documentation is completed.

2. City/County Eligibility.

Each City/County agrees to perform the following at their own cost prior to becoming eligible:

- a. Submit candidate locations for possible placement of bike parking facilities to Transit for Livable Communities (TLC).
- b. Provide the proper Minnesota Department of Transportation Right of Way Certificate No. 1-A for installation locations, or obtain necessary easements to use private property to locate and grant public access to the respective bike parking facilities.
- c. Provide any environmental information on all proposed locations for a possible bike parking facility required by the Cultural Resources Unit of the Minnesota Department of Transportation to assure compliance with all applicable State and Federal environmental requirements.
- d. Agree to provide suitable locations and install the bike parking facilities including but not limited to, the construction of a bike parking foundation.
- e. Agree to operate and maintain the bike parking facility for its useful life which for purposes of this Agreement is five (5) years. The end date shall be December 31 following the fifth year anniversary of the installation. Given a 2011 installation, the end date of the useful life shall be December 31, 2016; for a 2012 installation the end date is December 31, 2017; etc. Said operation and maintenance includes, but is not limited to, repair or replacement of the bicycle parking facilities due to graffiti or damage by others.

3. City/County Obligations.

Subject to the provisions of this Agreement and in conformance with the NTP federal grant and appropriate provisions of MnDOT Agreement 97553, each participating City/County after approval of eligibility agrees to perform the following activities at their own cost:

- a. Submit a site plan for each site(s) providing detailed information identified by the NTP Bike Parking Request template provided by TLC.
- b. Obtain written approval of the bike parking facilities site plan(s) by TLC and MnDOT Office of Cultural Resources and State Aid prior to Minneapolis furnishing the bike parking facilities.
- c. Request bike parking facilities to be furnished through the bid process administered by Minneapolis. The costs to furnish the bike parking facilities will be funded by a Federal grant awarded to Minneapolis. Minneapolis will furnish the bike parking facilities to each City/County upon the following conditions:
 - i. Use its own local resources (staff and funds) to identify, prepare and install one or more sites for the placement of bike parking facilities within its boundaries. The federal NTP grant funds will not be used to reimburse the local resources.
 - ii. Install all bike parking facilities no later than 30 days from receipt of bike parking facilities delivered from the vendor.

- iii. Provide to TLC and Minneapolis proper documentation of the installation of bike parking facilities in accordance with the approved site plan(s). Each City/County will submit to TLC proper written and photo documentation after the bike parking facility has been purchased, delivered and installed. The installation and its financial documentation must be retained at each participating City/County for a length of time to allow for proper audit and close out of the Project.

4. Removal of Bike Parking Facilities by City/County.

If a City/County elects to move or remove a bike parking facility prior to the end of its useful life, the following procedures shall be followed.

A City/County may elect to move or remove the bike parking facility by declaring a greater public purpose for the property or for reasons related to protecting the public health, safety and welfare. This removal will not be granted based on lack of proper operation and maintenance duties required by each City/County.

If the move or removal is for temporary purposes related to adjacent construction or development purposes, defined as a period of time of less than one year, and the facility will be reinstalled at the same location, then no further action is needed.

If the move or removal of the bike parking facility will be for a period of time greater than one year, then thirty (30) days prior to its removal, the City/County must notify Minneapolis of its intent to remove the bike parking facility.

If the bike parking facility will be moved to another location, then a relocation request and site plan shall be submitted to Minneapolis. Minneapolis will coordinate with TLC, if the NTP program still exists. Minneapolis shall either approve a new location within the City/County for the bike parking facility or request that the bike parking facility be returned to Minneapolis for installation elsewhere in the Twin Cities eligible NTP area.

Minneapolis will respond to the removal notification within the thirty (30) day notification period and notify the participating City/County in writing of its decision.

Each City/County will be responsible for the removal and delivery cost of the bike parking facility to Minneapolis, but will not be responsible for repayment of any NTP federal grant due to the removal of the bike parking facility. Each City/County will relinquish all ownership and other rights for the removed bicycle facility related to this Agreement and this Bicycle Parking Project.

The above removal provisions will no longer be in effect after the five (5) year useful life as described in Section 2e.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

CITY OF SAINT PAUL

By: _____
Its Mayor

By: _____
Its City Manager

Reviewed and approved

By: _____
City Attorney

For the City of Minneapolis

Approved:

By: _____
Public Works Department

Approved as to Form

By: _____
Assistant City Attorney

Countersigned: _____
Finance Officer or Designee