

**COOPERATIVE AGREEMENT
BETWEEN
STATE OF MINNESOTA AND THE CITY OF ST. PAUL
GATEWAY STATE TRAIL / WHELOCK PARKWAY 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.05 to provide state trails and associated facilities; and

WHEREAS, Minnesota Statutes Section 85A.015 subdivision 14b, establishes 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 land described as: **Sec.20, T29N, R22W**, Ramsey County, as shown on the Deed attached and incorporated into this Agreement as **Exhibit A** and hereinafter referred to as the "State Property"; and

WHEREAS, the State and City have determined that providing for the municipal trail connection to the Gateway State Trail at the intersection of Wheelock Avenue, within the City of St. Paul is of high priority; as shown on the Plan which is attached and incorporated into this Agreement as **Exhibit B**; and

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

WHEREAS, a resolution or copy of the City Council meeting minutes authorizing the City to enter into this agreement which is attached and incorporated into this Agreement as **Exhibit C**; 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 manage and administer the Gateway State Trail as established.
- b. The State shall permit the City to develop, operate and maintain the new Trail Connection to the Gateway State Trail as identified in **Exhibit B**.
- c. The State shall be permitted to review and approve the final plans and specifications for the proposed Trail Connection, as identified in **Exhibit B**, prior to construction.
- d. The State shall permit the City to enter within the boundaries of the State property with machinery and equipment required for the construction of the Trail Connection. The City will provide written notice to the State two weeks prior to the initiation of Construction
- e. The State shall be permitted to review and approve any alterations or improvements to the State Trail corridor or the Trail Connection located within the boundaries of the State Property proposed by the City during the term of this Agreement. State approval and comment will be provided by the State's designated Contact.
- f. The State shall permit the City to review and approve any alterations or improvements to the Trail Connection located within the boundaries of the State Property proposed by the State during the term of this Agreement.
- g. The State will provide and install all trail related informational signs for the State Trail as determined by

Department of Natural Resources policy.

- h. The State reserves the right to inspect the Trail Connection to ensure that the City is in compliance with this agreement.

II. CITY'S DUTIES AND RESPONSIBILITIES

- a. The City shall develop, manage, administer and maintain the Trail Connection consistent with all local, state, and federal laws and rules that may apply to the management, operation, and maintenance of the Trail.
- b. The City shall permit the State to review and approve the final plans and specifications for the proposed Trail Connection, as identified in **Exhibit B**, prior to construction.
- c. The City will provide and install the appropriate signage for the Trail Connection which shall be approved by the State
- d. The City shall permit the State to review and approve any alterations or improvements to the State Trail corridor or the 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.
- e. The City shall be permitted to review any alterations to the Trail Connection proposed by the State during the term of this Agreement.
- f. Upon termination of the Agreement the City shall restore the State Trail Corridor to a condition consistent with its preconstruction condition and as approved by the State.

III FUNDING

The State shall provide funding for its responsibilities under Article I (a)(b)(c)(d)(e)(f)(g)(h) 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:* **June 30, 2016, 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:* **June 30, 2036**, for a period of twenty (20) 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. 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.

This Agreement may be cancelled by the City at any time with cause or as necessary upon thirty (30) days written notice to the State.

IX. 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.

X. 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.

XI. COMPLETE AGREEMENT

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

XII. OTHER TERMS AND CONDITIONS

NOTICES: 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 to:

The State
Minnesota Department of Natural Resources
Parks & Trails Division Area (3A) Supervisor
1200 Warner Road
St, Paul, MN 55106

The City
City of St. Paul
Director Parks and Recreation
25 West 4th Street, Suite 400
St. Paul, MN 55102

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

DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: _____

Date: _____

CITY OF SAINT PAUL

By: _____

Title: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

By: _____

Title: _____

Date: _____

CITY OF SAINT 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: _____