

**COOPERATIVE JOINT POWERS AGREEMENT
BETWEEN
STATE OF MINNESOTA AND THE CITY OF ST. PAUL
GATEWAY STATE TRAIL / L'ORIENT STREET REALIGNMENT**

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.015 to provide state trails and associated facilities; and subdivision 14b, establish, develop, maintain and operate 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 will secure all permits required for the engineering, design and future construction of the Gateway State Trail within the right-of-way of Interstate Highway 35E, property owned and administered by the Minnesota Department of Transportation (MNDOT) as shown in **Exhibit A**; and

WHEREAS, the City owns and/or administers a small parcel of land near the tunnel under Maryland Avenue described as: Sec. 19 & 30, T29N, R22W, Ramsey County, as shown on the map attached and incorporated into this Agreement as **Exhibit B**; and

WHEREAS, the State and City have determined that realigning the existing Gateway State Trail within the City of St. Paul is of high priority and therefore will be realigned to a corridor paralleling Interstate Highway 35E between Arlington Avenue and Maryland Avenue, hereinafter referred to as the "L'Orient Street Realignment;" and

WHEREAS, the City will allow for the construction of a the L'Orient Street Realignment on City owned or administered lands located adjacent to L'Orient Street and as referenced in **Exhibit B**; and

WHEREAS, the State and City have determined that the City will participate in the identification, survey and selection of the preferred corridor for the L'Orient Street Realignment; and

WHEREAS, the City may acquire easements for the L'Orient Street Realignment and is interested in transferring those easements to DNR, as appropriate state funding becomes available; and

WHEREAS, the State will develop the final plans and specifications required for the construction of the L'Orient Street Realignment; and

WHEREAS, the City will be permitted to review and approve the L'Orient Street Realignment plans and specifications as developed by the State; and

WHEREAS, the State will be solely responsible for the construction of the new L'Orient Street Realignment; and

WHEREAS, upon completion the State will have sole responsibility for the administration, operations and maintenance of the L'Orient Street Realignment; and

WHEREAS, a resolution or copy of the City Council meeting minutes authorizing the City to enter into this agreement 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 will provide technical assistance to the City for corridor identification, option evaluation, property and ownership research, easement or other necessary property acquisition, and surveys associated with the L'Orient Street Realignment of the Gateway State Trail.
- b. The State will provide funding assistance to the City for corridor identification, option evaluation, property and ownership research, and surveys associated with the L'Orient Street Realignment of the Gateway State Trail.
- c. The State will continue to manage, administer, operate and maintain the Gateway State Trail, including the L'Orient Street Realignment, as established and consistent with all state, and federal laws and rules that may apply to the management, operation, and maintenance of the Trail.
- d. The State will prepare the necessary final plan, specifications required for the construction of the L'Orient Street Realignment. The final plans for the L'Orient Street Realignment will meet all applicable requirements of the Americans with Disabilities Act (ADA).
- e. The State will permit the City to review and approve the final plans and specifications for the L'Orient Street Realignment, prior to construction.
- f. The State will provide the City with written notice two weeks prior to the initiation of construction of the L'Orient Street Realignment.
- g. The State will perform all necessary bid advertisement, contract administration, construction engineering, staking, materials testing, record keeping and construction inspection, and will administer the terms of the construction contract required for the development of the L'Orient Street Realignment.

- h. The State will obtain all federal and state permits necessary for the construction of the L'Orient Street Realignment.
- i. The State will be solely responsible for all coordination and consultation with the MNDOT regarding the Trails alignment, and MNDOT review and comments on the conceptual corridor design and the preliminary and final engineering plans and specifications for the Trail.
- j. The State will apply the guidelines of the State's requirement to prevent or limit the introduction, establishment and spread of invasive species within the State Trail Corridor and the City owned lands. The States specific guidance regarding Invasive Species Prevention and Site Planning and Management can be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf
- k. The State will be permitted to review and approve any alterations or improvements to the L'Orient Street Realignment as proposed by the City during the term of this Agreement that would affect the L'Orient Street Realignment. State approval and comment will be provided by the State's designated project manager.
- l. The State will permit the City to review and approve any alterations or improvements to the L'Orient Street Realignment as proposed by the State during the term of this Agreement.
- m. The State will provide and install all trail related informational signs for the State Trail as determined by Department of Natural Resources policy.
- n. The State reserves the right to inspect the L'Orient Street Realignment to ensure that the City is in compliance with this agreement.

II. CITY'S DUTIES AND RESPONSIBILITIES

- a. The City has agreed to participate in corridor identification, option evaluation, property and ownership research, and surveys associated with the L'Orient Street Realignment of the Gateway State Trail.
- b. The City will act to acquire easements from other landowners for the Gateway State Trail. The City will permit the State to construct, operate and maintain the Gateway State Trail within the easements for the term of the agreement. Exhibit B will be updated and this agreement will be amended to identify these easements, after the City has acquired them.
- c. The City will permit the State to develop, operate and maintain the L'Orient Street Realignment, including the continued use of the City owned and/or administered lands as referenced in **Exhibit A**.
- d. The City will be permitted to review and approve the final plans and specifications for the L'Orient Street Realignment.

- e. The City will provide assistance with the disruption and/or relocation of existing utilities located along the L'Orient Street Realignment as applicable under the requirements of City Utility licenses/permits or easements.
- f. The City will apply the guidelines of the State's requirement to prevent or limit the introduction, establishment and spread of invasive species when working within the State Trail Corridor. The States specific guidance regarding Invasive Species Prevention and Site Planning and Management can may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.
- g. The City will permit the State to review and approve any alterations or improvements to the State Trail corridor, proposed by the City during the term of this Agreement. All improvements developed within the State Trail corridor will meet the requirements of the ADA.
- h. The City will be permitted to review any alterations to the State Trail corridor, proposed by the State during the term of this Agreement.

III FUNDING

The State will provide funding for its responsibilities under Article I (a) above, however, the total obligation of the State for the City's actual staffing costs under Article I (a) is not to exceed **\$20,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* April 1, 2021, or when the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later.
- b. *Expiration Date:* September 1, 2022, or when all obligations under Article II (a) have been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

Reimbursement of eligible costs will be due within thirty (30) days of the City's presentation of invoices for services performed and acceptance of such services by the State's designated project manager. The City will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law. The City may seek reimbursement of all eligible costs related to corridor identification, option evaluation, property and ownership research, and surveys associated with the L'Orient Street Realignment of the Gateway State Trail.

The State will provide funding for its responsibilities under Article I (b)(c)(d)(e)(f)(g)(h)(i)(j)(k)(l)(m) 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 will not be responsible for the acts of the other party and the results thereof. The State's liability will be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability will be governed by Minnesota Statutes Sections 466.01-466.15, and other applicable law.

V. TERM

- a. **Effective Date: April 1, 2021**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The City will 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: March 31, 2056**, for a period of fifty (35) years except as otherwise provided herein or agreed to in writing by both parties. This agreement will 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 will 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 will 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 will 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 will provide the City notice of lack of funding within a reasonable time of the State receiving that notice.

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. All publicity will be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

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 will 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 (3B) Supervisor
1200 Warner Road
St, Paul, MN 55106

The City
City of St. Paul
Director Public Works
25 West 4th Street, Suite 400
St. Paul, MN 55102

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

DEPARTMENT OF NATURAL RESOURCES

CITY ST. PAUL

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

CITY OF ST. PAUL

By: _____

By: _____

Title: _____

Title: _____

Date: _____

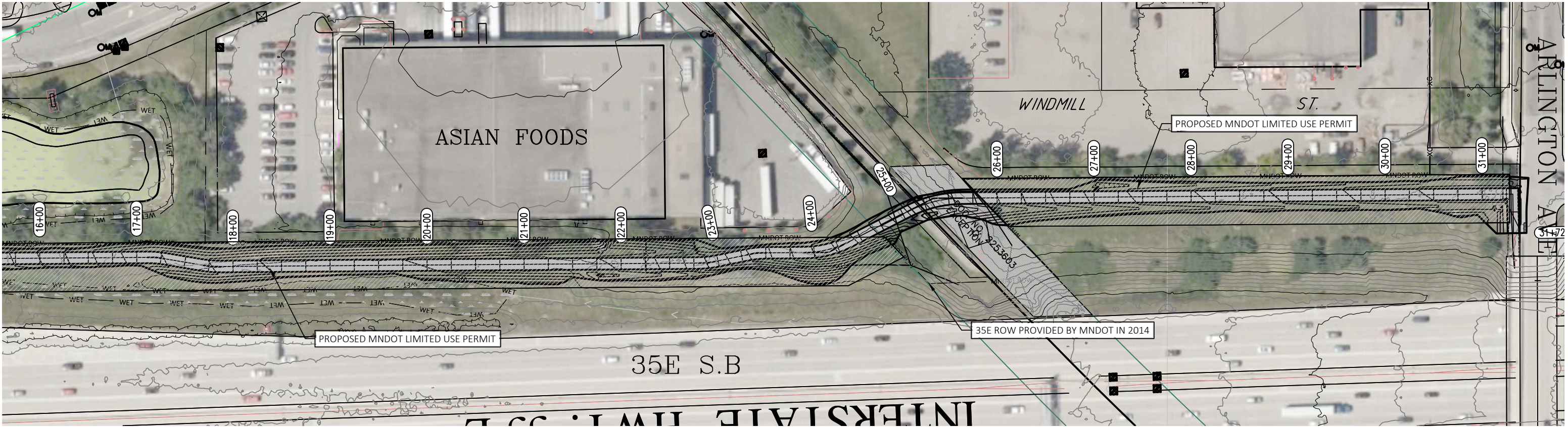
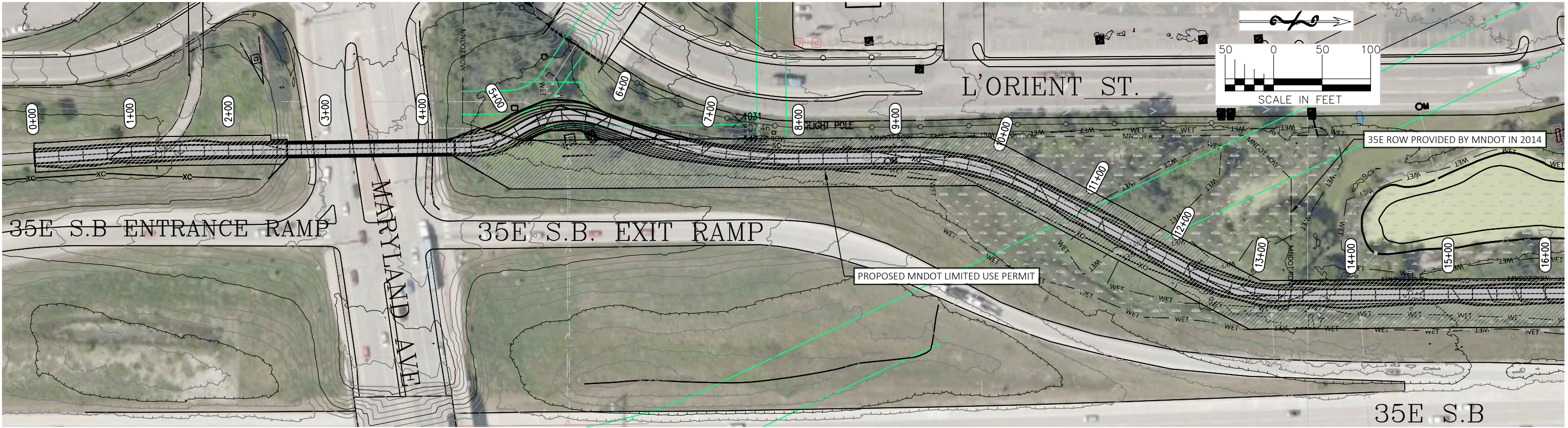
Date: _____

STATE ENCUMBERANCE VERIFICATION
Individual certifies that funds have been
encumbered as req. by Minn. Stat. 16A.15 and
16C.05.


Signed: _____

Date: _____

Contract: _____



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DEPARTMENT OF
NATURAL RESOURCES

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Name: _____ License #: 26381

Yancey Stam

Date: 3.1.2021

Operations Services
Safety
Facilities
Materials
Equipment
Field Operations
Information Management

GATEWAY STATE TRAIL
L'ORIENT REALIGNMENT
DNR PARKS & TRAILS Division

Ramsey County St. Paul

Section: 19 & 30 Township: 29 N Range: 22 W

Revisions	
Date	By

Title: **MNDOT ROW Exhibit A**

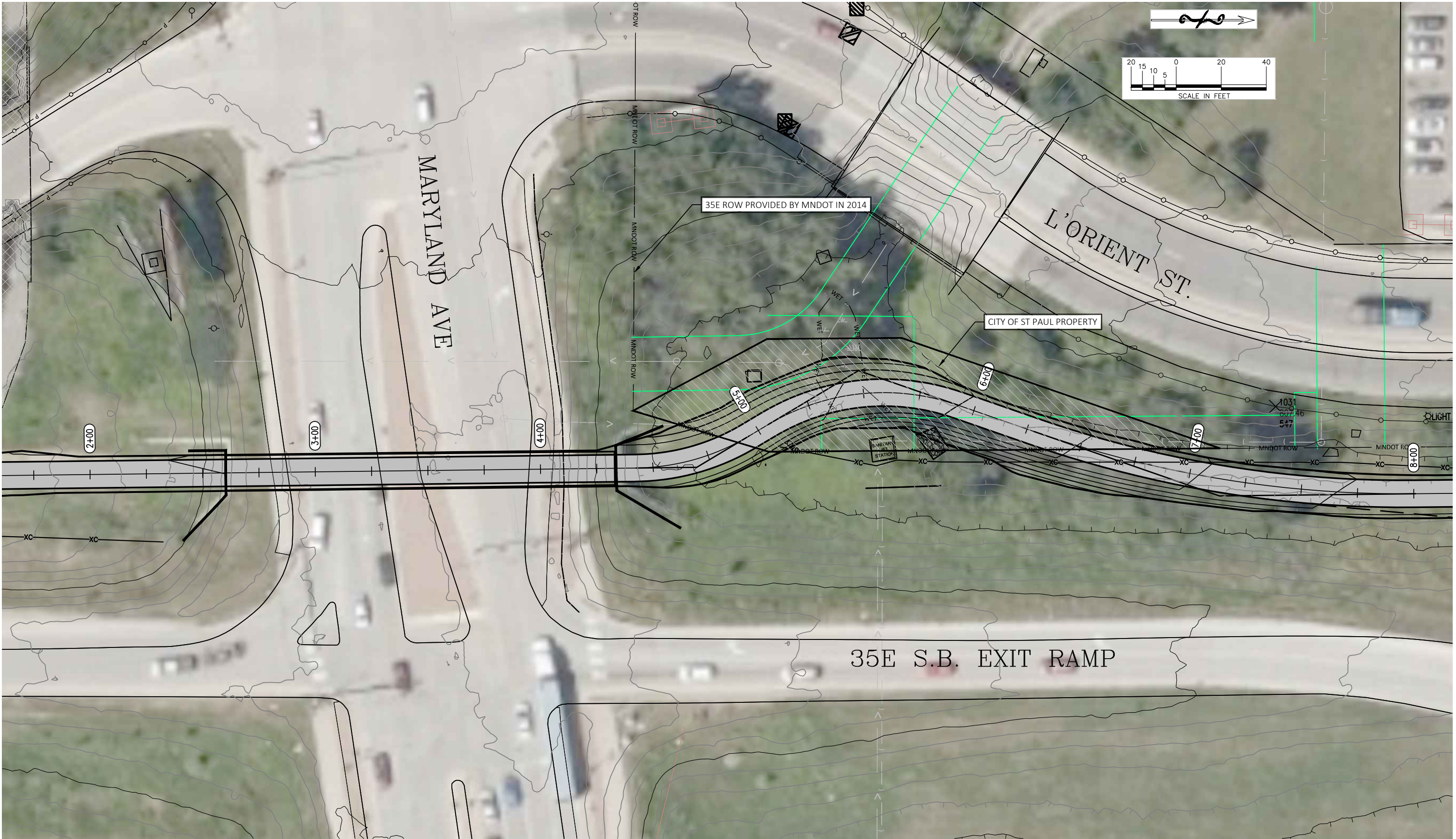
Survey:	CR 12/14	Designed:	YS 12/19
Drawn:	CR 12/14	Drawn:	YS XX/XX
Checked:	01/15 10/15	Checked:	AM XX/XX
Horz. datum: NAD83(96 ADJ)		Vert. datum: NAVD 88	

Sheet: **Exhibit A**


CC2: 8T192

File #: TRA00705.10.71.07

Site #: R29054.002



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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Name: Yancey Stam License #: 26381

Date: 3.1.2021

Operations Services
Safety
Facilities
Materials
Equipment
Field Operations
Information Management

GATEWAY STATE TRAIL
L'ORIENT REALIGNMENT
DNR PARKS & TRAILS Division

Ramsey County St. Paul
Section: 19 & 30 Township: 29 N Range: 22 W

Revisions	
Date	By

Title: **City Of St. Paul Exhibit B**

Survey:	CR	12/14	Designed:	YS	12/19
Drawn:	CR	12/14	Drawn:	YS	XX/XX
Checked:	01/15	10/15	Checked:	AM	XX/XX
Horz. datum: NAD83(96 ADJ)		Vert. datum: NAVD 88			

Sheet: **Exhibit B**

CC2: **8T192**

File #: **TRA00705.10.71.07**

Site #: **R29054.002**