

**COOPERATIVE FUNDING AGREEMENT
RICE ST AND LARPENTEUR AVE GATEWAY ALLIANCE CONSULTING SERVICES**

THIS COOPERATIVE FUNDING AGREEMENT is between the City of Maplewood, the City of St. Paul and the City of Roseville (collectively referred to as “Collaborative Agency Partners” or “Parties” and individually as “Collaborative Agency Partner” or “Party”) as of the last date of signature of the parties below.

WHEREAS, the Collaborative Agency Partners border each other in an area approximately located at the intersection of Rice Street and Larpenteur Avenue in Ramsey County, Minnesota (“Border Area”);

WHEREAS, the Collaborative Agency Partners have a mutual interest in identifying critical redevelopment and reinvestment opportunities within the Border Area and across municipal boundaries;

WHEREAS, the Collaborative Agency Partners individually adopted the Rice and Larpenteur Gateway Area Vision Plan (“Visioning Plan”) in 2018;

WHEREAS, each Collaborative Agency Partner has contributed financial support to fund the professional services necessary to build a Rice and Larpenteur Alliance to execute the Visioning Plan;

WHEREAS, the Collaborative Agency Partners issued a Request for Proposals for consulting services to begin implementation of the Visioning Plan on January 7, 2019; and

WHEREAS, the Collaborative Agency Partners interviewed finalists on February 12, 2019 and unanimously selected the Saint Paul Area Chamber of Commerce to lead the implementation phase of the Visioning Plan; and

WHEREAS, the Saint Paul Area Chamber of Commerce has adequately performed duties assigned between March 2019 and March 2024, and

WHEREAS, the Collaborative Agency Partners unanimously agree to renew the contract with the Saint Paul Area Chamber of Commerce for March 2, 2024-March 1, 2025, and

WHEREAS, the Collaborative Agency Partners desire to centralize the funding of such professional services to the Saint Paul Area Chamber of Commerce through a Contract Manager; and,

WHEREAS, the Collaborative Agency Partners desire to memorialize in writing their respective obligations through this Cooperative Funding Agreement.

NOW, THEREFORE, intending to be bound by the mutual promises and obligations contained herein, the parties hereby agree as follows:

1. Contract Manager. The City of Roseville shall serve as the Contract Manager for the purposes of this Agreement and hereby agrees to the following obligations:

- A. The Contract Manager shall solicit, execute, and manage a Professional Services Agreement with the Saint Paul Area Chamber of Commerce to continue implementation of the Visioning Plan.
- B. Prior to execution of such Professional Services Agreement, the Contract Manager shall consult with representatives of each Collaborative Agency Partner to determine the appropriate desired scope of services, identity of the design firm, and material contractual terms.
- C. Disburse payments to the Saint Paul Area Chamber of Commerce from funds collected pursuant to Section 2 below in an amount not to exceed \$125,000.

2. Financial Contributions. The Collaborative Agency Partners shall each contribute financial support to satisfy contractual fees and expenses incurred by the Professional Services Agreement referenced in Section 1 above. Such financial support shall be proportionate to the following methodology:

- A. The City of Saint Paul shall contribute \$75,000.00 (60%).
- B. The City of Maplewood shall contribute \$10,000.00 (8%).
- C. The City of Roseville shall contribute \$40,000.00 (32%).

Each Collaborative Agency Partner shall remit its proportional financial contribution to the Contract Manager no later than March 31, 2024.

In the event total contractual disbursements pursuant to the Professional Services Agreement under Section 1 result in unused funds, such remaining amount shall be refunded to the Collaborative Agency Partners in the same proportional methodology as their financial contributions.

In the event total contractual disbursements pursuant to the Professional Services Agreement under Section 1 result in the Collaborative Agency Partners contributing additional financial support, an amendment to this agreement and the Professional Services Agreement shall occur.

3. Indemnification. Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each Party will be responsible for its own acts and omissions and those of its officers, agents and employees with respect to any claims, lawsuits, attorney fees or expenses for personal or property damages, losses or injuries, resulting from any activities undertaken pursuant to this Agreement. Nothing herein is intended or shall result in a waiver of the defenses or immunities, or monetary limits on damages that each is entitled to by law.

4. Liability Limitations. It is understood and agreed that the Parties' liability shall be limited by the provisions of Minnesota Statutes, chapter 466, and/or other applicable law. The hold harmless provision of this Agreement does not constitute a waiver by any Party of any limitations on liability provided under Minnesota Statutes, section 466.04, as amended. To the fullest extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a) as amended. Each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Parties. Each Party agrees to promptly notify the other Parties if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, involving or reasonably likely to involve the other Parties, and arising out of acts or omissions related to this Agreement.

5. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

6. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by all Parties.

7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Ramsey County, Minnesota.

8. Government Data/Privacy. Each Party, its employees, officials and agents, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

9. Waiver. The waiver by any Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

10. Notices. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

To Roseville: City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

To Maplewood: City of Maplewood
1830 County Road B East.
Maplewood, MN 55109

To Saint Paul: City of Saint Paul
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: PED

11. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect and each remaining term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted.

12. Counterparts. The Parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

13. Electronic Signatures. The Parties agree that the electronic signature of a Party to this Agreement shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Agreement. The Parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any Party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

14. Effective Date. This Agreement is effective on the date last executed by one of the Parties below.

IN WITNESS WHEREOF, the City of Roseville, as to role of Contract Manager, and Collaborative Agency Partners have caused this Cooperative Funding Agreement to be executed by their duly authorized representatives.

CITY OF ROSEVILLE

By: _____
Dan Roe
Its: Mayor
Date: _____

By: _____
Patrick Trudgeon
Its: City Manager
Date: _____

CITY OF SAINT PAUL

Approved as to form:

Assistant City Attorney

By: _____
Its: Mayor / Deputy Mayor
Date: _____

By: _____
John McCarthy
Its: Director, Office of Financial Services
Date: _____

CITY OF MAPLEWOOD

By: _____
Marylee Abrams
Its: Mayor
Date: _____

By: _____
Melinda Coleman
Its: City Manager
Date: _____