

COOPERATIVE AGREEMENT

This **COOPERATIVE AGREEMENT** ("Agreement") is made this _____ day of _____, 202__ (the "Effective Date"), by and between Ramsey County, a political subdivision of the State of Minnesota ("County"), and the City of Saint Paul, a Minnesota municipal corporation ("City").

RECITALS

- A. The County and the City entered into that certain Declaration of Right-of-Way and Bikeway Easement dated December 5, 2022, for a temporary construction easement and a permanent easement over, under, and across the City Hall/Courthouse property commonly known as 15 West Kellogg Boulevard (the "Property"), which is filed of record with the Ramsey County Recorder of Titles as Document No. _____ (the "Easement");
- B. The Easement outlined the agreement between the County and the City, and legally described and depicted the Temporary Construction and Permanent Easement areas related to the City's Capital City Bikeway ("Bikeway Path") Project ("Project");
- C. The Easement further stated the intent of the County and the City to enter into a separate cooperative agreement that will include the full scope and financial obligations of the County and the City related to certain additional work to be performed by the City on behalf of the County, located within the Temporary Easement Area; and
- D. This Agreement sets forth that scope and the financial obligations of the County and the City as contemplated in the Easement.

NOW THEREFORE, based on the mutual promises and the terms and conditions stated herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the County and the City agree as follows:

- 1. **Financial Terms of Agreement.** The City shall pay to the County a lump sum in the amount of exactly \$52,000.00, no later than the start of construction of the Project, which the County shall use to procure the labor and equipment used in the sidewalk snow melt system that serves the Property (the "Sidewalk Snow Melt").
- 2. **Ownership and Liability for the Sidewalk Snow Melt.** Upon completion of the Project:
 - A. The Sidewalk Snow Melt shall be incorporated into the Property as an improvement to the Property, and the County and the City will each have an ownership interest in that improvement to the extent of their individual ownership interest in the Property.
 - B. The City shall have no responsibility for the operation or maintenance of the Sidewalk Snow Melt, however, the County reserves the right to request funding from the City, as necessary, for operations and maintenance above normal costs per the City/County maintenance agreement. As an improvement to the Property co-owned by the County

and the City, each shall bear responsibility for liability related the Sidewalk Snow Melt that is in those sections of the Property within County ownership or City ownership, if any, where the Sidewalk Snow Melt is installed

3. **Scope of the Project; City Construction Obligations.** The City shall perform the Project pursuant to the Easement and the terms and conditions of this Agreement as follows:
- A. Project Timeline: Approximate start date of April 15, 2024, substantial completion June 30, 2024;
 - B. City responsible for the removal and replacement of all street lighting, signage, planters, sidewalk grates, sidewalk, street name plaques, Courthouse front entrance emblem, caulking, waterproofing (if applicable) and joint sealing; as required by the project specifications.
 - C. City agrees to limit noise and disruption on Tuesdays between 8:30 am – 1:30 pm for recorded County Board Meetings and Wednesdays between 2:30 pm – 7:30 pm for recorded City Council Meetings;
 - D. City agrees to limit noise as practically possible;
 - E. City agrees to complete removals of all existing sidewalk and to place aggregate base in preparation for the County to install the snow melt system. City will construct the final concrete pavement over the snow melt system;
 - F. City agrees to match existing concrete saw cut pattern from the front entry doors to the bikeway path;
 - G. City agrees to use fiber reinforced concrete, County to provide specs to City;
 - H. City is responsible for installation and upkeep of the ADA tactile strip, bikeway path, and street curb;
 - I. City is responsible for all temporary easement fencing, signage, traffic control, security;
 - J. City retains all liability of the Bikeway Path;
 - K. City has completed phase 1 and 2 environmental assessments;
 - L. County will work with City on installation of snow melt tubing;
 - M. City has agreed to replace all sidewalk under their cost, no sidewalk costs, other than the addition of the snow melt system, will be the County's responsibility;

- N. No charges will be specially assessed or charged to the County;
 - O. Total cost of snowmelt is \$137,000, City will contribute \$52,000 of this amount, County responsible for remainder.
4. **Data Practices.** The parties shall comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any other applicable statutes, any state rules adopted to implement the Act, as well as federal statutes and regulations related to data privacy.
5. **Hold Harmless and Insurance.**
- A. 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 by Minnesota Statutes, Chapter 466, and other applicable law.
 - B. Each party warrants that it is able to comply with the foregoing requirements through commercial insurance or a self-funding program.
 - C. All insurance policies or self-insurance certificates shall be open to inspection by the other party and copies of the policies or certificates of self-insurance shall be submitted to a party upon request.
6. **Miscellaneous.**
- A. *Incorporation of Recitals.* The City and the County agree that the Recitals at the beginning of this Agreement are true and correct, and are incorporated into this Agreement.
 - B. *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.
 - C. *Interpretation of Agreement; Venue.* This 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.
 - D. *Severability.* If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision shall not affect the validity of any remaining provisions. The remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby

declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.

- E. *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.
- F. *Entire Agreement.* This written Agreement, including any 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 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.
- G. *Signatures/Execution.* Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. 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 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 transmitted by any electronic means, including without limitation a facsimile 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized officers and representative on the day and year first written above.

[Signature page follows]

RAMSEY COUNTY	CITY OF SAINT PAUL
Jean R. Krueger Director, Property Management	By: _____ Director of Public Works Date: _____ By: _____ Director of Financial Services Date: _____ By: _____ Mayor Date: _____ <i>Approved as to form:</i> By: _____ Assistant City Attorney