



MILL TOWNS STATE TRAIL
LAND USE AND FINAL DESIGN
NORTHFIELD TO WATERFORD BRIDGE STATE TRAIL SEGMENT
COOPERATIVE AGREEMENT BETWEEN
THE STATE OF MINNESOTA AND THE CITY OF NORTHFIELD

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 Northfield, hereinafter referred to as the “City.”

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.015, Subdivision 8a, to establish, develop, maintain and operate the Mill Towns 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 and the City have previously cooperated on the design, establishment, development and maintenance of the Mill Towns State Trail; and

WHEREAS, the State has been provided funding by the 2018 Minnesota Legislature for the acquisition and design of the Mill Towns State Trail; and

WHEREAS, the State and the City have determined that the development of the Mill Towns State Trail extending between the communities of Northfield and Waterford, as shown on the map attached and incorporated into this Agreement as **Exhibit A** and hereinafter referred to as the “Trail”, is of high priority; and

WHEREAS, the City owns, holds easements or has administrative rights over lands including, but not limited to, the municipal rights-of-way of Jefferson Parkway, Hall Avenue/Spring Creek Road, Riverside Park and Spring Creek Park within the City’s Corporate Boundary, as shown on the map attached and incorporated into this Agreement as **Exhibit B**; and

WHEREAS, the City has agreed to be the lead agency in the completion of the necessary surveys, final alignment selection, and final design engineering and specifications for the Trail as identified in **Exhibit A**; and

WHEREAS, the State is willing to allow the City to be the lead agency in the completion of the necessary surveys, final alignment selection, and final design engineering and specifications for the Trail as hereinafter set forth; and

WHEREAS, the State shall manage and administer the Mill Towns State Trail as established; and

WHEREAS, a resolution or copy of the City Council meeting minutes authorizing the City to enter into this Agreement is attached hereto 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 provide technical and funding assistance with the final alignment selection and final design engineering and specifications for the Trail, as provided by the City and defined in **Exhibit A**. State funding assistance shall be limited to the project-specific City expense directly related to the design and engineering of the Trail. The Trail design shall meet the requirements of the ADA, as applicable.
- b. The State shall be responsible for any trail right-of-way acquisition needed for the construction of the Trail from Wall Street Road north to the Waterford Bridge as shown on the map on **Exhibit A**.
- c. The State shall be permitted to review and approve the final alignment and final plans and specifications for the Trail as prepared by the City.
- d. State approval and comment on City-developed alignments and final engineering plans for the Trail will be provided to the City by the State's designated Project Contact and/or Project Engineer.
- e. All changes to the plans, specifications and/or special provisions for the final design of the trail shall be subject to the approval of the State. State approval and comment shall be provided to the City by the State's designated Project Contact and/or Project Engineer.
- f. The State shall be permitted to review and approve any subcontracted services pertaining to survey, alignment selection and final plans and specifications for the Trail proposed by the City. Written approval and concurrence to award a contract will be provided to the City by the State's designated Project Contact.
- g. Upon completion of the final design engineering and specifications for the Trail, the State shall be solely responsible for the construction, operations, administration, and maintenance of the Trail, as a segment of the Mill Towns State Trail as established.
- h. The State shall permit the City to review and approve any alterations to the Trail proposed by the State.

II. CITY'S DUTIES AND RESPONSIBILITIES

- a. The City shall permit the State to construct, operate, administer and maintain the Mill Towns State Trail on the lands as identified on the map in **Exhibit B**.
- b. The City shall be responsible for any trail right-of-way acquisition needed for the construction of the Trail from Wall Street Road south to Riverside Park as shown on the map on **Exhibit A**.
- c. The City shall complete the necessary surveys, final alignment selection, final design engineering and specifications and final cost estimate for the Trail, as defined in **Exhibit A**. The final engineering plans shall be completed under the supervision of a registered professional engineer. The final design engineering and specifications shall be provided in a format specified by the State.
- d. The City may subcontract for the services and expertise as necessary or required to complete the terms of this Agreement, subject to the written approval to award a contract by the State's designated Project Contact and/or Project Engineer.
- e. The City shall not be responsible for design costs that exceed the State's project funding under Article III.
- f. The final design plans and specifications for the Trail, as prepared by the City, shall meet the requirements of the ADA and shall be approved by the State.

- g. The City shall allow the State to review and approve the final engineering plans, specifications and/or special provisions for the Trail proposed by the City. State approval and comment will be provided to the City by the State's designated Project Contact.
- h. The City shall approve and implement the State's requested changes and revisions to the final engineering plans, specifications and/or special provisions for the Trail.
- i. The City shall maintain its land ownership as shown in **Exhibit B**.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a) above, however, the total obligation of the State for the final design of the facility under Article I (a), as referenced in the Plan, is not to exceed **\$290,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date*: **December 31, 2022, or the State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later**.
- b. *Expiration Date*: **December 31, 2025**, or when all obligations under Article II (a)(b)(c)(d)(e)(f)(g)(h)(i) has 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.

The State shall provide funding for its responsibilities under Article I (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.

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 Project Contact. 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.

IV. TERM

- a. *Effective Date*: **December 31, 2022** or 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*: **December 31, 2052** for a period of thirty (30) years except as otherwise provided herein or agreed to in writing by both parties. The Agreement can be extended with a written amendment as agreed upon and signed 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 at the end of each five (5) year period unless the required notice is given.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by 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.

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 (6) 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. FORCE MAJEURE

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

IX. 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 also be cancelled by the City at any time with cause upon thirty (30) days written notice to the State.

X. 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.

XI. PUBLICITY AND ELECTRONIC ACCESSIBILITY

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 shall 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/>.

XII. COMPLETE AGREEMENT

This Agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XIII. AUTHORIZED REPRESENTATIVES

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, or by email to:

The State's Authorized Representative is: Joel Wagar, Parks and Trails Division Area (4D) Supervisor, Minnesota Department of Natural Resources, 8485 Rose Street, Owatonna, MN 55060, 507-414-6193, joel.wagar@state.mn.us, or his/her successor.

The City's Authorized Representative is: David Bennett, Public Works Director, 801 Washington Street, Northfield, MN 55057, 507-645-3006, david.bennett@ci.northfield.mn.us, or his/her successor.

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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

CITY OF NORTHFIELD

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

CITY OF NORTHFIELD

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

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

Signed: _____

Date: _____

Contract: _____

Exhibit "A"

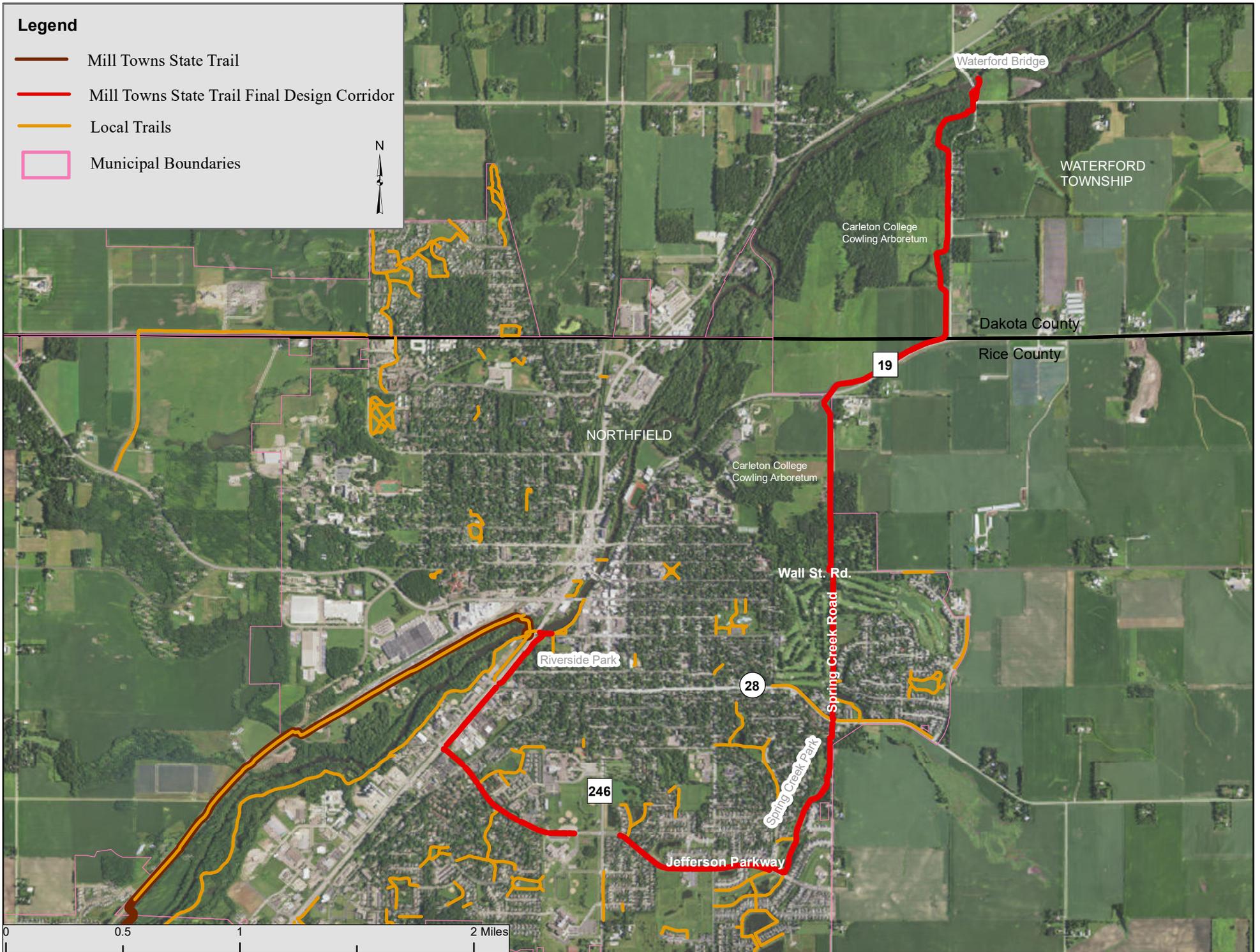


Exhibit "B"

