



**AGENDA ITEM #7**

**REPORT TO CITY COUNCIL**

**Report Prepared by: Nancy Malecha**

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**Date:** August 20, 2019

**Subject:** State of Minnesota Cooperative Agreement

**Report:** Attached is the Paul Bunyan State Trail and Municipal Trail Connections Cooperative Agreement between the State of Minnesota and the City. This Agreement allows the City to develop the improved recreational trail connections to the Paul Bunyan State Trail from Main Street as part of the Flag Display Project.

**Council Action Requested:** Council motion adopting the resolution to execute the Paul Bunyan State Trail and Municipal Trail Connections Cooperative Agreement with the State of Minnesota.

**PAUL BUNYAN STATE TRAIL AND MUNICIPAL TRAIL CONNECTIONS  
COOPERATIVE AGREEMENT  
BETWEEN  
THE STATE OF MINNESOTA AND THE CITY OF PEQUOT LAKES**

**RESOLUTION 19-\_\_\_**

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 Pequot Lakes, 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, sub. 15, to establish, develop, maintain and operate the Paul Bunyan State Trail System; 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. 10 , T 136N, R 29W, Crow Wing County, as shown in the Map attached and incorporated into this agreement as **Exhibit A**; and

WHEREAS, the State and City have determined that providing an improved recreational trail connections at the intersection of the Paul Bunyan State Trail and Main Street, at Trailside Park and at the entrance to the Pequot Lakes Chamber of Commerce and Trailhead and parking area, all municipal facilities, as identified in the maps attached and incorporated into this agreement as **Exhibit B**; and is of high priority; and

WHEREAS, the City shall develop the improved recreational trail connections to the Paul Bunyan State Trail from Main Street, Trailside Park and the Pequot Lakes Chamber of Commerce Trailhead and parking area, hereinafter referred to as the "Trail Connections"; and

WHEREAS, the City shall develop Preliminary and Final Plans and Specifications for the construction or improvements to the Trail Connections, which shall meet the requirements of the ADA and shall be approved by the State; and

WHEREAS, the City shall be solely responsible for the design, development, administration and maintenance of the Trail Connections; and

WHEREAS, a resolution or copy of the City council/board meeting minutes authorizing the respective entities to enter into this agreement is/are attached hereto as **Exhibit C**; and

NOW, THEREFORE, in consideration of the mutual benefit 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 assistance with the design of the Trail Connections as proposed by the City.

- b. The State shall permit the City to construct the Trail Connections as identified in **Exhibit B**, upon the State's approval of Final Plans and Specifications for the development or improvement of the trail connections. The design for the Trail Connections shall meet the requirements of the ADA.
- c. The State be permitted to review and approve any revisions to the Trail Connections as proposed by the City during the term of the Agreement. All proposed trail modifications and revisions shall meet the requirements of the ADA.
- d. The State shall permit the City to review and approve any modifications or revisions to the Trail Connections proposed by the State during the term of this Agreement. All proposed modifications or revisions to the Trail Connection shall meet the requirements of the ADA.
- e. The State will retain ownership of the State Trail corridor as identified in **Exhibit A**.
- f. The State reserves the right to inspect the Trail as any time to ensure that the City is in compliance with this agreement.

#### CITY DUTIES AND RESPONSIBILITIES

- a. The City shall design, construct or improve the Trail Connections as defined in **Exhibit B**, including, as necessary, the administration of any construction contract, as well as providing all construction engineering, staking, materials testing, record keeping and construction inspection.
- b. The City shall permit the State to review and approve the preliminary and final plans and specifications for the Trail Connections as developed by the City. All plans for the Trail Connections shall meet the requirements of the ADA.
- c. The City shall obtain all federal, state and local permits necessary for the construction of the Trail Connections.
- d. The City shall permit the State for review and approval any modification or revision to the Trail Connections proposed by the City during the term of this Agreement. All proposed modifications or revisions to the Trail Connection shall meet the requirements of the ADA.
- e. The City be permitted to review and approve any revisions to the Trail Connections as proposed by the State during the term of the Agreement. All proposed modifications or revisions to the Trail Connection shall meet the requirements of the ADA.
- f. The City will provide and install the appropriate signage for each Trail Connection, including directional and wayfinding signs. All signs placed within the State Trail rights of way shall be subject to approval by the State.
- g. Upon completion, the administration, operations and maintenance of the Trail Connections shall be the sole responsibility of the City.
- h. The City will retain ownership of its lands and trail associated improvements.
- i. Upon termination of this agreement, the City shall restore the State trail rights of way to a state 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) 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.

#### 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 and limited to the amount set forth in Minnesota Statutes, Sections 466.01-466.15, and other applicable law.

V. TERM

- a. *Effective Date:* **September 1, 2019**, or the date the state obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later.
- b. *Expiration Date:* **September 15, 2044**, for a period of twenty five (25) 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 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 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 completion of the activities 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. 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 or without cause 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. 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.

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

The State

Minnesota Department of Natural Resources  
Parks and Trails Division, Area 2F Supervisor  
1601 Minnesota Drive  
Brainerd, MN 56401

The City

City of Pequot Lakes  
Public Works Director  
4638 Main Street  
Pequot Lakes, MN 56472

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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 PEQUOT LAKES

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DEPARTMENT OF ADMINISTRATION  
Delegated to materials Management Division

CITY OF PEQUOT LAKES

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

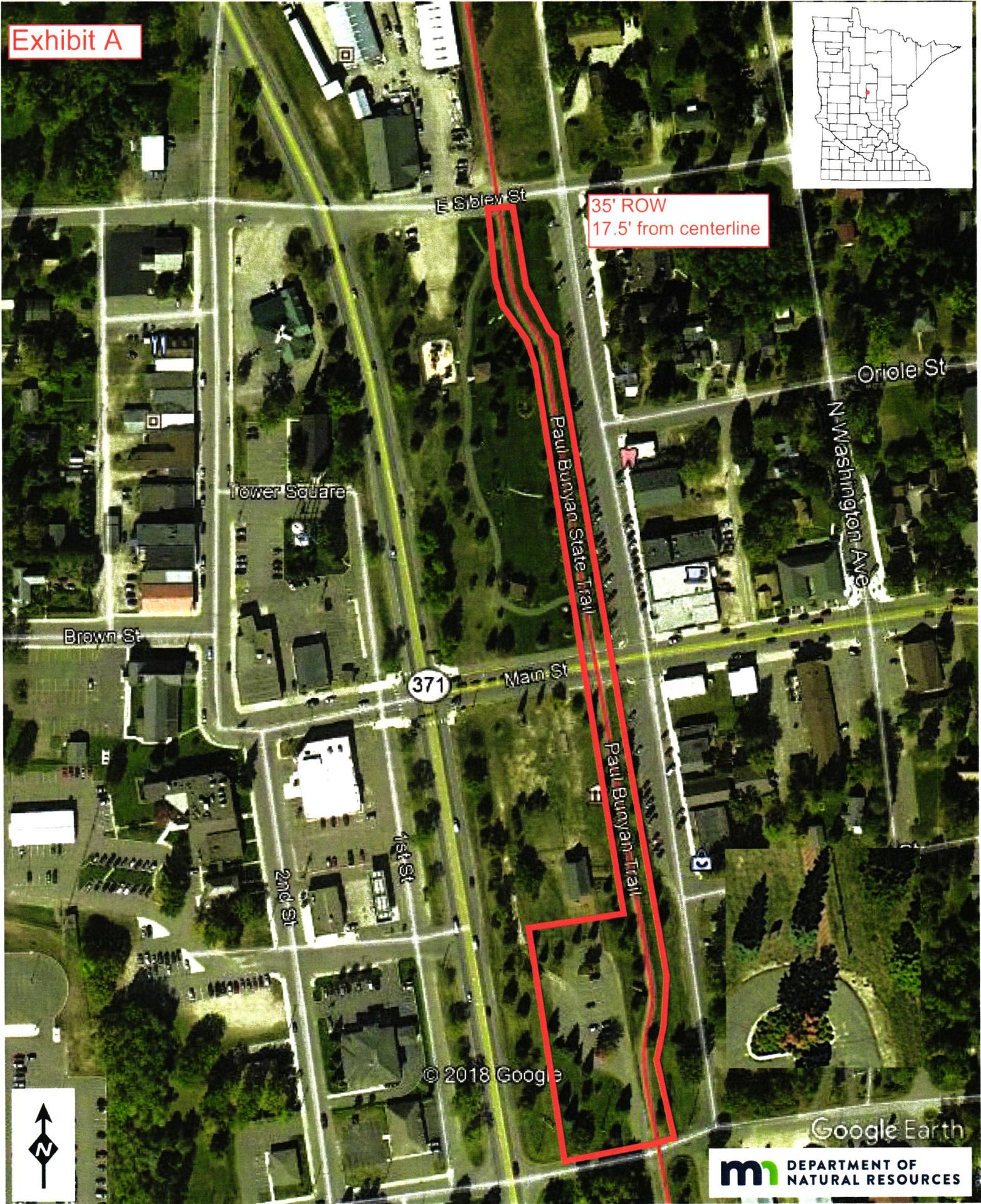
STATE ENCUMBERANCE VERIFICATION  
Individual certifies that funds have been encumbered as  
req. by Minn. Stat. 16A.15 and 16C.05.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Contract: \_\_\_\_\_

Exhibit A



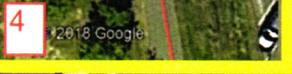
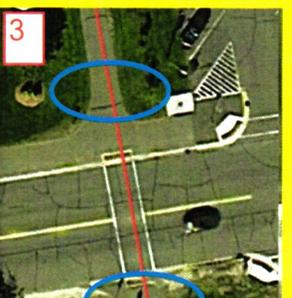
35' ROW  
17.5' from centerline

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**m** DEPARTMENT OF  
NATURAL RESOURCES

Exhibit B



Trailside Park  
Connections 1 & 2

Main Street  
connections 3 & 4

Chamber of Commerce  
Connections 5 & 6

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