



# State of Minnesota

## Cooperative Agreement

THE WATERFRONT PUBLIC FISHING PIER  
LAND USE, OPERATIONS, AND MAINTENANCE COOPERATIVE AGREEMENT  
BETWEEN  
THE STATE OF MINNESOTA AND CITY OF RAMSEY

This Cooperative Agreement (“Agreement”) is between the State of Minnesota, acting through its Commissioner of the Department of Natural Resources (“State”) and City of Ramsey, (“City”).

### Recitals

The Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to provide public water access on lakes and rivers, where access is inadequate; and

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary; and

The State and City have determined that a fishing pier on the 7.4-acre deep-water pond at The Waterfront is of high priority under the state public water access program; and

The fishing pier will be located on City owned land at SE ¼ of the NW ¼ Section 28 Township 32 North, Range 25 West, described as The Waterfront (public park) at 7676 Ramsey Parkway, and used for fishing, observation, and other compatible uses (“Fishing Pier”), and

The State and the City desire to cooperate in the installation and maintenance of the Fishing Pier; and

The City Council has authorized the City to enter into this Agreement by Resolution #25-253.

### Agreement

#### 1. Term of Agreement

1.1 Effective Date: October 28<sup>th</sup>, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration Date: December 31, 2045, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Agreement between the Parties

##### 2.1 State’s Duties and Responsibilities. The State shall:

- a. Encumber funds for the fishing pier through the standard internal purchasing process including, but not

limited to, a separate requisition request.

- b. Provide personnel and equipment when feasible to assist with the installation of the Fishing Pier.
- c. Review and approve any signs before they are placed at the facility by the City.
- d. Retain ownership of the Fishing Pier through the expiration date of the Agreement and retain the authority to relocate and/or remove the Fishing Pier if the site, as identified as Exhibit A, is determined to be inadequate or if the City fails to comply with the terms of the Agreement. Before such removal or relocation, the State shall consult with the City.
- e. Assist the City with major structural repairs, which include float replacement, frame repair and replacement of individual sections of the Fishing Pier if required.
- f. The State reserves the right to inspect the Fishing Pier to ensure that the City complies with the terms of this Agreement.

**2.2 City's Duties and Responsibilities. The City shall:**

- a. Comply with all local, state and federal laws, regulations, rules and ordinances which may apply to the management, operation, and maintenance of the Fishing Pier.
- b. Obtain any permit or license which may be required for the Fishing Pier.
- c. Construct and pay for a concrete or asphalt footing and approach at the shoreline connecting the Fishing Pier to the shore.
- d. Construct and pay for a hard surfaced, accessible route/sidewalk/pathway which meets accessible requirements of less than a 5% gradient, 2% cross slope connecting the Fishing Pier to an accessible parking space. The City agrees to complete this portion of the project as soon as possible and within one (1) year of the effective date of this Agreement. The City agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.
- e. Provide personnel and equipment to install the Fishing Pier, and request assistance from the State as needed.
- f. Keep the Fishing Pier and related facilities free and open every day during open water season in conjunction with the City's established operational months and hours for a facility of this type. The City may close the Fishing Pier for emergencies, or for other reasons, without prior written consent of the State. The City shall notify the State within seventy-two (72) hours of the closing of the Fishing Pier for emergency reasons or if the facility will remain closed longer than seventy-two (72) hours.
- g. Provide free and adequate parking in the vicinity for the Fishing Pier including at least one (1) designated accessible space for persons with disabilities.
- h. Provide police protection and patrols for the Fishing Pier in accordance with the City's established police department policies for a facility of this type.
- i. Install appropriate signage for the site as approved by the State.
- j. Maintain the Fishing Pier and related facilities and keep them in good and sanitary order in accordance with the City's established practices for maintenance of City facilities. Additionally, the City shall provide all necessary routine maintenance and minor repairs to the fishing pier, including, but not limited to, the repair or replacement of decking and railings. The State shall assist the City with major structural repairs subject to the availability of funding according to Article III of this Agreement.

- k. Take action no earlier than October 15<sup>th</sup> of each year to protect the Fishing Pier from damage caused by ice action. This may include moving the fishing pier to a protected location or disconnecting it from shore. The City shall return the Fishing Pier to its original location in a usable condition no later than May 1<sup>st</sup> of each year.
- l. Follow Minnesota Department of Natural Resource's ("DNR") Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. Operational Order 113 is incorporated into this Agreement by reference and can be found at [https://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](https://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf) Duties listed are in Operational Order 113 under Sections II and III (p. 5-8).
  - a. The City shall prevent invasive species from entering or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.
  - b. If equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned with tools or equipment furnished by the City (such as brush/broom, compressed air, or pressure washer) at the staging area.
  - c. The City shall dispose of material and debris cleaned from equipment and clothing at an appropriate location. If the material cannot be disposed of onsite, then the material must be secured prior to transport (such as a sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
  - d. The City shall ensure that all equipment and clothing used for work in public waters has been adequately decontaminated for aquatic invasive species. All equipment and clothing including but not limited to waders, vehicles and boats that are exposed to any public water of the state must be thoroughly cleaned and drained of all water before transport to another location.
- m. Follow pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. §84.973 for all habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season.
- n. The City shall fund, establish, protect and maintain native vegetation on the preponderance of the slopes around the perimeter of the pond for the term of this agreement. The native vegetation shall include the littoral areas and specifically, the establishment of shoreline and emergent vegetation complimentary and consistent with sustaining a diverse aquatic food web—and the intent of supporting public access to a viable fishery resource.

### **3. Funding**

The State shall provide funding for its responsibilities under Article II of this Agreement through the standard internal purchasing process including, but not limited to a separate requisition in which funds will be encumbered. The total cost of the Fishing Pier structure shall be borne by the State. The cost of the required shoreline footing, accessible sidewalk/pathway and parking area shall be borne by the City. The total obligation of the State for its responsibilities under Article II of this Agreement shall be 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.

#### **4. Authorized Representatives**

The State's Authorized Representative is TJ DeBates, DNR East Metro Fisheries Supervisor, 1200 Warner Road, St. Paul, MN 55106, timothy.debates@state.mn.us or their successor.

The City's Authorized Representative is Mark Riverblood, Parks & Asst. Public Works Director for the City of Ramsey, 14199 Jasper Street, Ramsey, MN, mriverblood@cityoframsey.com or their successor.

#### **5. Assignment, Amendments, Waiver, and Contract Complete.**

- 5.1 Assignment. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Contract Complete. 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.

#### **6. 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. Nothing in this agreement is intended to waive the state's tort claims limits or defenses as set forth in Minn Stat. 3.736 or any of its other defenses at common law or as provided by statutes not expressly provided here in. The City's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

#### **7. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six (6) years from the expiration or termination of this Agreement.

#### **8. Government Data Practices.**

The City and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) 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 governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the City or the State.

If the City receives a request to release the data referred to in this clause, the City must immediately notify and consult with the State's Authorized Representative as to how the City should respond to the request. The City's response to the request shall comply with applicable law.

## 9. **Publicity and Endorsement.**

9.1 **Publicity.** 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, information posted on corporate or other websites, 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, publications, or services provided resulting 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/>.

9.2 **Endorsement.** The City must not claim that the State endorses its products or services.

## 10. **Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 11. **Termination**

11.1 **Termination.** The State or the City may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party.

11.2 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered herein. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the City notice of the lack of funding within a reasonable time of the State's receiving that notice.

## 12. **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.

## 13. **E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of fifty thousand dollars (\$50,000), the City certifies that as of the date of services performed on behalf of the State, City and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform

work on behalf of the State. The City is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

14. Exhibits. The following Exhibits are attached and incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Agreement, and then in the following order:

Exhibit A: Fishing Pier Location Map

Exhibit B: City Council Resolution #25-253

(The remainder of this page intentionally left blank.)

**This is a draft for approval only, Do Not Sign. Signing will be done in order, by email through DocuSign.**

**1. State Encumbrance Verification**

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

SWIFT Contract No. \_\_\_\_\_

**2. City**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**3. State Agency**

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Admin ID: \_\_\_\_\_

Exhibit A

