

FIRST AMENDMENT TO COOPERATIVE AGREEMENT

City of New Brighton and Ramsey County

Lions Park – Long Lake Regional Park Joint Project

THIS FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT (“First Amendment”) is entered into on the 10th day of March, 2020, by and between the City of New Brighton (“City”), a Minnesota municipal corporation, and Ramsey County (“County”), a political subdivision of the State of Minnesota, pursuant to the authority contained in Minnesota Statutes Sections 471.59.

RECITALS

WHEREAS, the parties to this First Amendment are authorized to enter into agreements to exercise jointly the governmental powers and functions each has individually; and

WHEREAS, the parties have entered into a Cooperative Agreement dated December 13, 2016 relating to the improvement and facilities in Lions Park and Long Lake Regional Park (the “Cooperative Agreement”); and

WHEREAS, the parties have decided to amend the Cooperative Agreement in order to adjust the maintenance and operation responsibilities of the parties with respect to the facilities that are shared by Lions Park and Long Lake Regional Park; and

NOW THEREFORE, in consideration of the mutual promises and benefits that each party shall derive herefrom, the parties hereby agree as follows:

AGREEMENT

1. Article IV of the Cooperative Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE IV. MAINTENANCE AND OPERATION

- A. **Definitions.** For the purposes of this Article IV, the following terms defined as follows:
- i. “Maintenance” shall mean day-to-day operation, maintenance, and repair of the facility to keep it operational for the public. The party identified as responsible for Maintenance shall also be responsible for coordination of Capital Improvements that are equally cost shared.
 - ii. “Capital Improvements” shall mean items estimated to cost \$5,000 or more.

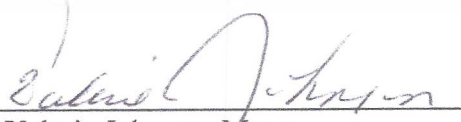
B. Shared Facilities.

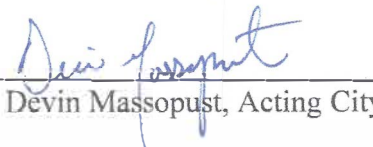
- i. Turf, islands, litter, and grounds – The City shall be responsible for Maintenance and Capital Improvements shall be equally cost shared between the parties.
- ii. Trails – The parties shall be responsible for Maintenance and Capital Improvements for the trails on their respective properties.
- iii. Bathrooms – The County shall be responsible for Maintenance. Capital Improvements shall be equally cost shared between the parties. The City will be responsible for paying for the cost of providing portable toilets on the Long Lake Regional Park/Lions Park property until the restroom building is completed. At such time, both parties will assess the need for seasonal use of portable toilets. The locks on the restroom building will be opened and closed on a timer. Open and close times shall be coordinated by the County. Both parties should evaluate closing times on a yearly basis and come to an agreement on set times.
- iv. Parking lot, parking lot lights & sidewalk – The City shall be responsible for Maintenance except for the permeable pavers as described below. Capital Improvements shall be equally cost shared between the parties.
- v. Permeable pavers – The County shall be responsible for Maintenance. Capital Improvements shall be equally cost shared between the parties.
- vi. Irrigation System – The City shall be responsible for Maintenance and Capital Improvements.
- vii. Lighting – The City shall be responsible for Maintenance with respect to lighting on the trail and Capital Improvements shall be equally cost shared between the parties.
- viii. Facilities Not Shared.
 - a. Shelter – The County shall be responsible for Maintenance and Capital Improvements.
 - b. Playground and Playground Surfacing – The City shall be responsible for Maintenance and Capital Improvements.
 - c. Lacrosse and Softball Fields and related equipment – The City shall be responsible for Maintenance and Capital Improvements.

- d. Landscaping – Each party shall be responsible for Maintenance and Capital Improvements with respect to landscaping on its respective property, excluding the parking lot.
 - e. Stormwater Management Pond – The City shall be responsible for Maintenance and Capital Improvements to the stormwater management pond.
- C. Park Hours. Park hours on the Lions Park property will be from 5:00 a.m. to 11:00 p.m.
- D. Review. The parties agree to review this Agreement annually for the first five years for the purpose of clarifying or changing maintenance and operation procedures.
2. Miscellaneous. Except as amended by this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Cooperative agreement as of the date written above.

CITY OF NEW BRIGHTON

By: 
Valerie Johnson, Mayor

By: 
Devin Massopust, Acting City Manager

Date: March 10, 2020.

RAMSEY COUNTY


By: 

Name: Mark McCabe

Title: Director of Ramsey County Parks and Rec

Date: 8/10/, 2020.

Approved as to form:

By: 

Name: Amy Schmidt

Title: Assistant Ramsey County Attorney

Date: 8/11/2020, 2020.