



TURTLE LAKE PUBLIC WATER ACCESS  
COOPERATIVE AGREEMENT BETWEEN  
THE STATE OF MINNESOTA AND RAMSEY COUNTY

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 County of Ramsey hereinafter referred to as the “County.”

**WITNESSETH:**

WHEREAS, 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

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and

WHEREAS, the State and the County have determined that the public water access on Turtle Lake is of high priority under the state public water access program; and

WHEREAS, the State owns land described as section 14, Township 30, Range 23 of Ramsey County, which is attached and incorporated into this agreement as Exhibit A; and

WHEREAS, the State and the County desire to cooperate in the replacement of the boat ramp at the public water access on Turtle Lake hereinafter referred to as the “facilities”; and

WHEREAS, a resolution or copy of the County Board meeting minutes authorizing the County to enter into this agreement is attached and incorporated into this agreement as Exhibit B; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the public, the parties agree as follows:

**I. STATE’S DUTIES AND RESPONSIBILITIES**

- a. The State will encumber funds for the planks for the facility through the standard internal purchasing process including, but not limited to, a separate requisition request.
- b. The State can provide boating related informational signs for the facilities as determined by Department of Natural Resources policy. i.e. Invasive species signs, as requested by the County.
- c. The State can review and approve any plans and provide technical assistance for the facility as proposed by the County during the term of this Agreement.
- d. The State reserves the right to inspect the facility at any time to ensure that the County is in compliance with this agreement.

**II. COUNTY’S DUTIES AND RESPONSIBILITIES**

- a. The County shall obtain all permits or license that may be required for the construction or repair of the Facilities.
- b. The County 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.
- c. The County is responsible for the construction of the ramp and all other materials needed for the

facility. The County can request technical assistance from the State.

- d. The County shall be responsible for all routine maintenance and upkeep of the facilities including all on-going ramp maintenance and will keep the facilities in reasonable and safe condition.
- e. The County shall not restrict the use of the facilities based upon the boat size or the boat's engine horsepower, except as adopted through uniform water surface use zoning regulations.
- f. The County and the State shall not charge a separate fee to use the launch ramp or parking area. The facility shall remain open year-round or in conjunction with the County's established hours for a facility of this type. The County may close a facility for emergencies, without prior written consent of the State. The County shall notify the State within 48 hours of closing the facility for emergency reasons or if the facility will remain closed longer than 48 hours.
- g. The County must follow Minnesota DNR's 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 the link below, duties listed are under Sections II and III (p. 5-8).  
[http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf).
  - i. The County shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.
  - ii. 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 County (such as brush/broom, compressed air or pressure washer) at the staging area.
  - iii. The County 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.
  - iv. The County 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.
- h. Work performed and use of the facility should, to the maximum extent possible, be conducted in a manner that adheres to applicable Minnesota Occupational Safety and Health Standards, the Minnesota Department of Health and CDC Guidelines, and State executive orders. All work completed for this agreement must adhere to the conditions in State executive orders related to COVID 19 until they are rescinded or expired.

### III. FUNDING

The State shall provide funding for its responsibilities under Article I 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 for its responsibilities under Article I 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 complete under article XII.

IV. TERM

- a. *Effective Date:* **June 1, 2024** or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The County shall not begin work under this Agreement until it is fully executed and the County has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date:* **December 31, 2044** for a period of twenty (20) 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 per article XI.

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 County'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 County 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 County 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 II, upon thirty (30) days written notice to the County.

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 County 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 County 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 County notice of lack of funding within a reasonable time of the State's receiving that notice.

X. GOVERNMENT DATA PRACTICES

The County 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 County 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 County 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 County 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 County. 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 Rachel Henzen, 1200 Warner Road, St. Paul, MN 55106, 651-259-5875, [rachel.henzen@state.mn.us](mailto:rachel.henzen@state.mn.us), or her successor.

The County's Authorized Representative is Kristopher Lencowski, 2015 VanDyke Street, Maplewood, MN 55109, 651-266-0330, [Kristopher.lencowski@ramseycounty.us](mailto:Kristopher.lencowski@ramseycounty.us), or his successor.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

COUNTY OF RAMSEY

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

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

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

Title: Ramsey County Board Chair

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

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

DEPARTMENT OF ADMINISTRATION  
Delegated to Materials Management Division

COUNTY OF RAMSEY

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

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

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

Title: Ramsey County Chief Clerk

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

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

(Effective Date)

Approved as to form: Kathleen Ritter 5-24-2024

Assistant County Attorney

STATE ENCUMBERANCE VERIFICATION

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

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

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

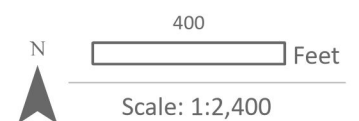
Contract: \_\_\_\_\_



Minnesota Department of Natural Resources  
Parks and Trails | Area 3B  
1200 Warner Road  
Saint Paul, MN 55106

**m** DEPARTMENT OF  
NATURAL RESOURCES

## Turtle Lake Public Water Access Ramsey County



**Exhibit A**