

COOPERATIVE AGREEMENT

This **Cooperative Agreement** ("Agreement") is made this 20th day of September, 2022, by and between Ramsey County, a political subdivision of the State of Minnesota ("County"), and the City of Saint Paul, a Minnesota municipal corporation ("City").

RECITALS

1. The County and the City each owns, operates, and maintains a variety of City, County, and Regional parks throughout the City and the County; and
2. The City operates the Battle Creek Recreation Center ("Battle Creek Rec Center"), located within the County's Battle Creek Regional Park;
3. The County wishes for the City to extend operating hours at the Battle Creek Rec Center, including the South Gym, to include Sundays as defined in this Agreement; and
4. The County and the City each operate cross-country ski trails throughout the County and the City, including a loop trail with artificial snow, and trails with natural snow; and
5. The County and the City wish to implement a joint system for selling ski passes to be used on all County/City-operated cross-country ski trails; and
6. The County and the City have reached agreement on the financial terms and respective obligations for this Winter Recreation system.

NOW THEREFORE, based on the mutual promises and the terms and conditions set forth in this Agreement, and for good and valuable consideration, the sufficiency and receipt of which are acknowledged, the County and the City agree as follows:

1. **Term**. This Agreement will be effective on September 1, 2022, through August 31, 2023.
2. **Renewal**. By mutual written consent of County and City, this agreement may be renewed for up to four (4) additional one (1) year terms. If either party does not intend to renew the contract, it will give the other party notice at least 120 days prior to expiration of the current term.
3. **Available Passes**. The following daily and annual ski passes ("Pass" or "Passes") will be available for purchase by the public:
 - a. *Passes for natural-snow areas*, which allows a Pass holder use of the following ski areas:
 - i. County locations
(1) Vadnais -Snail Lakes Regional Park;

- (2) Tamarack Nature Preserve;
 - (3) East Battle Creek Regional Park; and
 - (4) Non-snow-making areas in West Battle Creek Park.
 - ii. City locations
 - (1) Phelan Regional Park;
 - (2) Highland 9 Ski Area; and
 - (3) Como Park Ski Center.
 - b. *All-Access Passes*, which allows a Pass holder use of the artificial-snow loop located in Battle Creek Regional Park, as well as all locations available in in natural-snow areas.
4. **Joint System for Ski Pass Sales.** The County and the City will sell Passes online on the Ramsey County website. In-person Pass sales will occur at the Battle Creek Rec Center, Como Park Ski Center, and Tamarack Nature Center. In-person Pass sales will utilize the reservation system that is already in use at each location. Sales of Passes will begin annually by October 1, and end by March 31.
5. **Cross-Country Ski Rentals.** The City will be responsible for all rentals of cross-country skis from the Battle Creek Rec Center.
6. **Extended Hours for Battle Creek Rec Center.** Annually from December 1 through March 31, in addition to regular hours, the City will operate the Battle Creek Rec Center, including the South Gym, on Sundays from 9:00 a.m. until 7:00 p.m. This provision is contingent on the County's ability to keep trails in the West Battle Creek area in a skiable condition. At any time between December 1 through March 31, that the County closes all trails in the West Battle Creek area due to poor conditions, the City may adjust Battle Creek Rec Center hours. The County will communicate to the City regarding any closure or opening of the trails in the West Battle Creek area, and allow reasonable time for the City to adjust hours for the Battle Creek Rec Center.
7. **Financial Terms.** The financial terms of this Agreement are as follows:
- a. *Passes for natural-snow areas:* All revenue from online and in-person sales of Passes for natural-snow areas will be retained by or paid to the City.
 - b. *All-Access Passes:*
 - i. One hundred percent of revenue from online sales of All-Access Passes, and 95% of revenue from in-person sales of All-Access Passes at the Battle Creek Rec Center will be retained by or paid to the County; and
 - ii. Five percent of revenue from in-person sales of All-Access Passes at the Battle Creek Rec Center will be retained by or paid to the City.
 - c. *Cross-country ski rentals:* The City will retain all revenue from Battle Creek Rec Center rental of cross-country skis.

- d. *Extended hours for Battle Creek Rec Center:* The County will pay the City \$10,000 in exchange for the City providing Sunday hours at the Battle Creek Rec Center, including the South Gym, from December 1 through March 31 annually. If building hours are reduced, as outlined in Section 5, this payment will be prorated accordingly.
 - e. *Capital costs:* The County will pay the City a one (1) time payment of \$25,000 to be used for capital investments necessary for the Battle Creek Rec Center to support the winter sports program. Payment will be made no later than December 31, 2022.
 - f. *Cost of Passes:* The parties have agreed upon the Fee Schedule as set forth in **Exhibit A** for the 2022/2023 season. Parties may agree to adjust the fee schedule upon renewal or amendment of this agreement.
 - g. *Final Accounting:* After sales of Passes end annually on March 31, the City will provide to the County a final accounting of all Pass sales made by the City. The County will conduct a final accounting of all Pass sales made by both parties. The County will provide the final accounting to the City, and if the parties are in agreement as to the calculations, then the party that is owed payment for Pass sales will prepare an invoice to the owing party, taking into account the payment for extended facility hours in Section 6.d. The owing party must remit payment for the invoiced amount within 35 days of receipt of the invoice.
8. **Data Practices.** The parties anticipate the collection and mutual sharing of data from Pass purchasers, including the purchaser's name, phone number, physical address, and email address for communications purposes, and the purchaser's date of birth, gender, race, and ethnicity information for demographics purposes. The parties will comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, including providing a Tennessee warning for the collection of any private data on individuals; and any other applicable statutes, any state rules adopted to implement the Act, and federal statutes and regulations related to data privacy.
9. **Liability and Insurance.**
- a. Each party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting from those acts, to the extent authorized by law, and will not be responsible for the acts of the other parties or their employees, elected officials, and agents, or for any liability resulting from those acts. Each party's liability will be governed and limited by Minnesota Statutes, Chapter 466, and other applicable law.
 - b. Each party warrants that it is able to comply with the foregoing requirements through commercial insurance or a self-funding program.

- c. All insurance policies or self-insurance certificates will be open to inspection by the other party and copies of the policies or certificates of self-insurance will be submitted to a party upon request.

10. **Cooperative Activity.** To the fullest extent permitted by law, all activities by the parties under this Agreement are intended to be and will be construed as a “cooperative activity,” and it is the intent of the parties that they be deemed a “single governmental unit” for the purposes of determining total liability, as set forth in Minnesota Statutes § 471.59, subd. 1a. Nothing in this Agreement is intended to alter, or will be interpreted as altering, the treatment of the parties as a single governmental unit. For purposes of Minnesota Statutes § 471.59, subd. 1a, each party expressly declines responsibility for the acts or omissions of the other parties.

11. **Miscellaneous.**

- a. *Incorporation of Recitals and Exhibit.* The County and the City agree that the Recitals made at the beginning of this Agreement, and the Exhibit that is attached to this Agreement, are true and correct and, by this reference, are incorporated into and made a part of this Agreement.
- b. *Notices.* Whenever it is required or permitted by this Agreement that notice or demand be given or served by either party to or on the other party, such notice or demand must be made in writing, and will be sufficient if delivered personally or sent by registered or certified United States Mail (return receipt requested), to the addresses set forth below. The addresses of the parties for such mail purposes are as follows, until written notice of a change of such address has been given to the other party:

<i>If to the County:</i>	<i>If to the City:</i>
Ramsey County Parks & Recreation Dept. ATTN: Kris Lencowski Director of Park Operations 2015 Van Dyke Street Maplewood, MN 55109-3796	City of Saint Paul Parks and Recreation ATTN: Tyler McKean Parks and Recreation Program Supervisor 25 West Fourth St, Suite 400 Saint Paul, MN 55102

- c. *Relationship of the Parties.* Nothing contained in this Agreement will be deemed or construed to create a partnership, joint venture, or other fiduciary relationship between the parties. Neither party is authorized to act as an agent or on behalf of the other party.
- d. *Interpretation of Agreement; Venue.* This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding

this Agreement will be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

- e. *Severability.* If any provision or term of this Agreement for any reason is declared invalid, illegal, or unenforceable, such decision will not affect the validity of any remaining provisions. The remaining provisions will remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.
- f. *Headings.* The section headings in this Agreement are for reference purposes only and will not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement.
- g. *Alteration.* Any alteration, variation, modification, or waiver of the provisions of this Agreement will be valid only after it has been reduced to writing and signed by both parties.
- h. *Entire Agreement.* This written Agreement, including any attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or contracts, either written or oral, regarding the subject matter of this Agreement. No subsequent agreement between the County and the City to waive or alter any of the provisions of this Agreement will be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.
- i. *Signatures/Execution.* Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes of this Agreement, “electronic signature” also means a manually signed original signature that is transmitted by any electronic means, including without limitation a facsimile version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

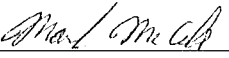
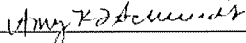
RAMSEY COUNTY	CITY OF SAINT PAUL
Trista MatasCastillo, Chair Ramsey County Board of Commissioners	Jaime Tincher Deputy Mayor
Mee Cheng, Chief Clerk Ramsey County Board of Commissioners	Andy Rodriguez Director of Parks and Recreation
<i>Approval Recommended:</i>  Mark McCabe, Director Parks and Recreation Department	John McCarthy Finance Director
<i>Approved as to form:</i>  Assistant County Attorney	<i>Approved as to form:</i> Assistant City Attorney

EXHIBIT A

Fee Schedule

Annual All-Access Pass	\$80
Additional Household Adult All-Access Pass	\$40
Daily All-Access Pass	\$15
Annual Natural Snow Pass	\$35
Daily Natural Snow Pass	\$6
Child 12 and under	Free
Ski Rental	\$12
High School Practice	\$40/student
High School Meet	\$320
Meet Cancellation Fee	50% refund, 3 days' notice
School Bus Fine: Unloading in BC Rec Center Parking Lot	\$100
Training/Classes Yearly Permit	\$320
Stadium Rental	\$320
Events	
Weekdays, Exclusive use of trails, Over three hours	\$1,500
Weekdays, Over three hours	\$900
Weekdays, Under 3 hours, less than 200 skiers	\$320
Weekdays, Under 3 hours, 200 skiers or more	\$600
Weekdays after 6pm, less than 50 skiers	\$200
Weekends before noon	\$1,500
Special Requests	Event Specific