

COOPERATIVE AGREEMENT

This Agreement is made this _____ day of _____, 2021, 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

- A. The County and the City entered into that certain Real Property Lease dated November 4, 1974 (the “1974 Lease”), for certain real property (the “Leased Premises”) consisting of 7.24 acres and legally described as set forth in **Exhibit A**.
- B. The 1974 Lease permitted the City to use the Leased Premises as an outdoor pistol range for a term of 99 years;
- C. Pursuant to the 1974 Lease, the City has made improvements to the Leased Premises, and uses the Leased Premises for training purposes for the City’s Police Department;
- D. On _____, 2021, the County and the City entered into an Amended and Restated Lease Agreement (the “2021 Lease”), which clarifies the rights and responsibilities of the parties for use of the Leased Premises; and
- E. As a consideration of the neighboring properties, the City has agreed to implement the use of noise suppressors for training with long guns, and the County finds it in the public interest to contribute to the cost of the suppressors.

NOW THEREFORE, based on the mutual promises and the terms and conditions stated herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the County and the City agree as follows:

- 1. **Terms.** The County shall pay to the City a lump sum in the amount of exactly \$60,000.00, no later than June 30, 2021, which the City shall use to procure noise suppressors for long guns used at the Leased Premises (“Suppressors”). Any Suppressors shall be the sole property of the City, and the County shall have no ownership interest or responsibility for the Suppressors whatsoever. The County shall have no responsibility or liability of the City, whether intentional or negligent, in the City’s use of the Suppressors.
- 2. **Data Practices.** The parties shall comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any other applicable statutes, any state rules adopted to implement the Act, as well as federal statutes and regulations related to data privacy.
- 3. **Hold Harmless 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

therefrom, to the extent authorized by law, and shall not be responsible for the acts of the other parties or their employees, elected officials, and agents, or for any liability resulting therefrom. Each party's liability shall be governed and limited by Minnesota Statutes, Chapter 466, and other applicable law.

- b. Each party agrees to defend and hold harmless the other Parties, their employees, elected officials, and agents from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the party, its employees, elected officials, or agents, in the performance or failure to perform its obligations under this Agreement. Nothing herein shall be deemed a waiver by any Party of its limitations on liability, defenses or immunities under Minnesota Statutes, Chapter 466, or other state or federal law.
- c. Each party warrants that it is able to comply with the foregoing requirements through commercial insurance or a self-funding program.
- d. All insurance policies or self-insurance certificates shall be open to inspection by the other party and copies of the policies or certificates of self-insurance shall be submitted to a party upon request.

4. **Miscellaneous.**

- a. *Incorporation of Recitals and Exhibit.* The City and the County agree that the Recitals and Exhibit are correct and are incorporated herein.
- b. *Audit.* Until the expiration of six years after the furnishing of services pursuant to this Agreement, the City, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the City relating to this Agreement.
- c. *Interpretation of Agreement; Venue.* This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.
- d. *Severability.* If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision shall not affect the validity of any remaining provisions. The remaining provisions shall 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.

- e. *Alteration.* Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.
- f. *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 shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.
- g. *Signatures/Execution.* Each person executing this Agreement on behalf of a party hereto 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 hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall 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 shall 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 hereof, “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 shall not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized officers and representative on the day and year first written above.

[Signature page follows]

RAMSEY COUNTY

By: _____
Ryan T. O'Connor
County Manager

Approval Recommended:

By: _____
Jean R. Krueger
Property Management Director

Approved as to form:

By: Amy K. Schmitt
Assistant County Attorney

CITY OF SAINT PAUL

By: _____
Its: Chief of Police

By: _____
Its: Director of Financial Services

By: _____
Its: Mayor or designee

Approved as to form:

By: _____
Assistant City Attorney

EXHIBIT A

Legal Description of the Leased Premises

The west 600 feet of the South 525 feet of the Southeast Quarter of the Southeast Quarter of Section 12, Township 28, Range 22, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota.