



**CRYSTAL LAKE FISHING PIER
COOPERATIVE AGREEMENT
BETWEEN THE STATE OF MINNESOTA AND CITY OF GRAND RAPIDS**

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 City of Grand Rapids, hereinafter referred to as the “City.”

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 City 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 City have determined the Crystal Lake fishing pier is a high priority under the state fishing pier program; and

WHEREAS, the County owns lands where the facility described as the Crystal Lake Fishing Pier is located at Section 16, Township 55, Range 25, which is attached and incorporated into this agreement as Exhibit A; and

WHEREAS, a resolution or copy of the City Council meeting minutes authorizing the City 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 facilities through the standard internal purchasing process including, but not limited to, a separate requisition request.
 - b. The State may review any plans and provide technical assistance for the Facilities as proposed by the City during the term of this Agreement.
 - c. The State reserves the right to inspect the facilities at any time to ensure that the City complies with this agreement.

II. CITY'S DUTIES AND RESPONSIBILITIES

- a. The City shall obtain all permits or license that may be required for the construction or repair of the Facilities.
- b. The City shall prepare any necessary plans or proposals for the project. 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. The City shall permit the State to review and approve any plans for the project.
- c. The City shall operate and maintain the facilities consistent with all local, state, and federal laws, regulations and rules that may apply to the management of the facility.
- d. The City shall be responsible for all routine maintenance and upkeep of the public water access site including all on-going ramp repairs and will keep the site in reasonable and safe conditions in accordance with established practices for maintenance of similar public facilities.
- e. The City shall provide police protection and patrols for the facilities in accordance with established police department policies for a facility of this type.
- f. The City shall not charge a fee for use of the facility.
- g. The facility shall remain open for the open-water season in conjunction with the City's established hours for a facility of this type. The City may close the facility for emergencies, or for other reasons, without prior written consent of the State. The City shall notify the State within 48 hours of closing the facility for emergency reasons if the facility will remain closed longer than 48 hours.
- h. The City 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 reference and can be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf. Duties listed are in Op Order 113 under Sections II and III (p. 5-8).
 - i. 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.
 - 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 City (such as brush/broom, compressed air or pressure washer) at the staging area.
 - iii. 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.
 - iv. The City shall ensure all equipment and clothing used for work in public waters has been 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.
- i. Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season.

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 **\$9,000.00**. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement.

IV. TERM

a. *Effective Date*: **December 1, 2023**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The City shall not begin work under this Agreement until it is fully executed, and the City has been notified by the State's authorized representative to begin the work.

b. *Expiration Date*: **June 30, 2024**, for a period of seven (7) months 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 City'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 City 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 City 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 City.

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

X. GOVERNMENT DATA PRACTICES

The City 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 City 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 City 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 City 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 City. 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 Andrew Brown, 1201 E Hwy 2, Grand Rapids, MN 55744, 218-328-8985, andrew.brown@state.mn.us.

The City's Authorized Representative is Dale Anderson, 420 North Pokegama Avenue, Grand Rapids, MN 55744, Phone (218) 326-7604 danderson@grandrapidsmn.gov .

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

DEPARTMENT OF NATURAL RESOURCES

CITY OF GRAND RAPIDS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

CITY OF GRAND RAPIDS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

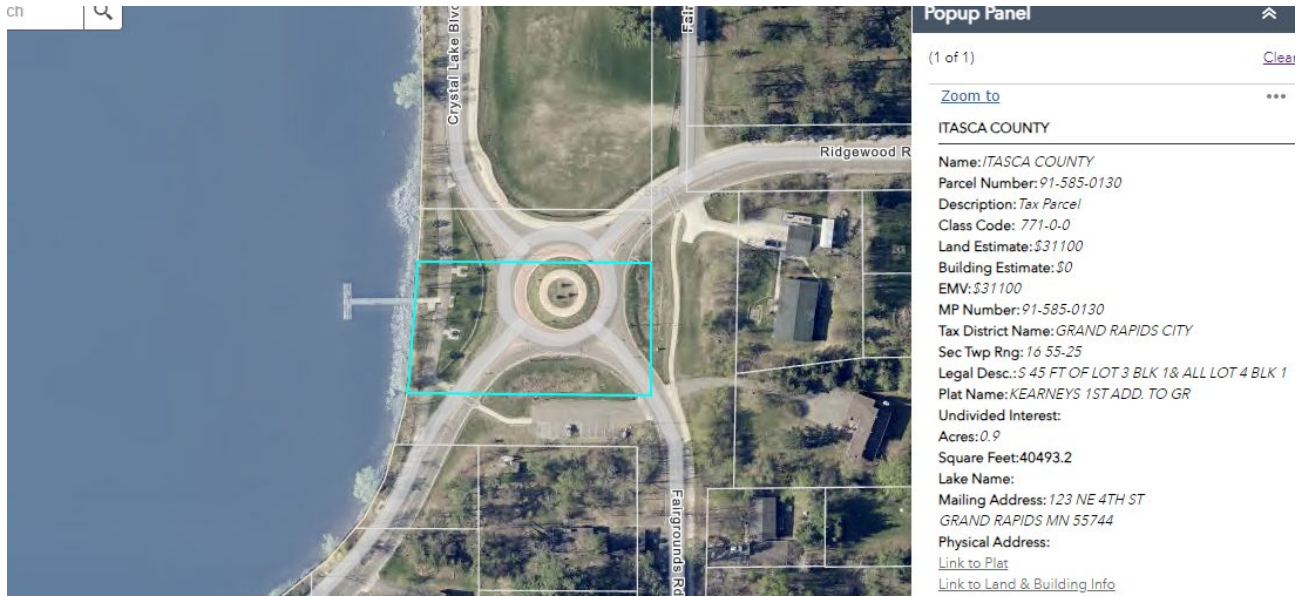
Individual certifies that funds have been encumbered as req. by Minn. Stat. 16A.15 and 16C.05.

Signed: _____

Date: _____

Contract: _____

EXHIBIT A: CRYSTAL LAKE FISHING PIER LOCATION



ch

Crystal Lake Blvd

Fairgrounds Rd

Ridgewood Rd

Fair

Popup Panel

(1 of 1) [Clear](#)

[Zoom to](#) ...

ITASCA COUNTY

Name: ITASCA COUNTY
Parcel Number: 91-585-0130
Description: Tax Parcel
Class Code: 771-0-0
Land Estimate: \$31100
Building Estimate: \$0
EMV: \$31100
MP Number: 91-585-0130
Tax District Name: GRAND RAPIDS CITY
Sec Twp Rng: 16 55-25
Legal Desc.: S 45 FT OF LOT 3 BLK 1 & ALL LOT 4 BLK 1
Plat Name: KEARNEYS 1ST ADD. TO GR
Undivided Interest:
Acres: 0.9
Square Feet: 40493.2
Lake Name:
Mailing Address: 123 NE 4TH ST
GRAND RAPIDS MN 55744
Physical Address:
[Link to Plat](#)
[Link to Land & Building Info](#)

EXHIBIT B: CITY BOARD RESOLUTION