



State of Minnesota

Cooperative Agreement

PERCH LAKE PUBLIC WATER ACCESS COOPERATIVE AGREEMENT BETWEEN THE STATE OF MINNESOTA AND CITY OF DULUTH

This Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Natural Resources (“State”) and City of Duluth, (“City”).

Recitals

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

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.

The City owns the land at Perch Lake Park, described as T48, S9, R15, and has funding to make habitat and recreational improvements, and

The State and the City desire to cooperate in the development of the Perch Lake Landing Public Access and Paddle Launch of which the main use is the launching and retrieval of non-motorized watercraft, and

The State can provide additional funding for the Perch Lake Landing Public Water Access, and

The City is the lead agency for the design, permitting, and construction responsibilities, and

The City Council has authorized the City to enter into this agreement.

Agreement

1. Term of Agreement

Effective Date: June 1, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

Expiration Date: December 31, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

2.1 State’s Duties and Responsibilities. The State shall:

- 2.1.1 Review the plans for the carry-in access as provided by the City and provide technical assistance.

2.1.2 Encumber funds so that the City can construct the carry-in access. The State shall provide funding assistance to the City for the construction of the carry-in access. Funding assistance shall be limited to project specific construction costs, to include initial site grading and preparation, the development of the access parking lot including public road ingress/egress, facility stormwater systems, a portable toilet enclosure or vault toilet, accessible kayak dock, benches, and post-construction site restoration.

2.1.3 Inspect the carry-in access to ensure that the City is following this agreement.

2.2 City Duties and Responsibilities. The City shall:

2.2.1 Obtain all permits or license that may be required for the construction of the public water access.

2.2.2 Prepare the necessary plan, specifications, and funding proposal for the construction of the public water access and share the plans with the State for review and approval.

2.2.3 Comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C.12101 et seq.) and all applicable regulations and guidelines.

2.2.4 Not restrict the use of the facilities based upon the boat size or engine horsepower, except as adopted through uniform water surface use zoning regulations.

2.2.5 Not charge a fee to use the launch ramp, dock, fishing pier or parking area.

2.2.6 The access shall remain open during the open water season, or in conjunction with the City's established hours for a facility of this type, except that it may be closed for an emergency or with permission from the authorized representative.

2.2.7 Provide police protection and patrols for the access facility in accordance with the City's established police department policies.

2.2.8 Maintain the facilities and keep them in good and sanitary order for the useful life in accordance with the City's established practices for maintenance.

2.2.9 Prevent and limit the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands.

2.2.9.1 Prevent invasive species from entering or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

2.2.9.2 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.

2.2.9.3 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.

2.2.9.4 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.

- 2.2.10 Follow pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. 84.973 for all habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season.

3. Funding

The State shall provide funding to the City for their responsibilities under §2, however the total obligation of the State is \$150,000. The total obligation of the State for its responsibilities under §2 of this Agreement 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 completed and executed.

The City may invoice the State for actual costs of the construction of the project components listed in 2.1b any time after completion of the component. Payment will be due within thirty (30) days of the acceptance of the invoice by the State's authorized representative.

4. Authorized Representatives

The State's Authorized Representative is Kevin Johnson, Area Supervisor, 1568 Highway 2, Two Harbors, MN 55616, 218-834-1431, kevin.g.johnson@state.mn.us or successor.

The City's Authorized Representative is Cliff Knettel, Assistant Manager, City of Duluth, Parks and Recreation, 411 West 1st Street, Duluth, MN 55802, 218-730-4312, cknettel@duluthmn.gov, or successor.

5. Assignment, Amendments, Waiver, and Contract Complete.

- 5.1 Assignment. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Contract Complete. 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.

6. 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.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The City and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) 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 Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the City or the State.

If the City receives a request to release the data referred to in this clause, the City must immediately notify and consult with the State's Authorized Representative as to how the City should respond to the request. The City's response to the request shall comply with applicable law.

9. Publicity and Endorsement.

9.1 Publicity. Any publicity regarding the subject matter of this Contract 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, information posted on corporate or other websites, 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, publications, or services provided resulting from this Contract.

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/>.

9.2 Endorsement. The City must not claim that the State endorses its products or services.

10. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination

11.1 Termination. The State or the City may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

11.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the City notice of the lack of funding within a reasonable time of the State's receiving that notice.

12. 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.

13. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the City certifies that as of the date of services performed on behalf of the State, City and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The City is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

14. Exhibits. The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: Perch Lake Development Plan

Exhibit B: City Council Resolution #

(The remainder of this page intentionally left blank.)

This is a draft for approval only, Do Not Sign. Signing will be done in order, by email through DocuSign.

1. State Encumbrance Verification

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

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

2. City of Duluth

Print Name: _____

Signature: _____

Title: City Administrator, per delegated authority

Date: _____

Print Name: _____

Signature: _____

Title: City Clerk Date: _____

Print Name: _____

Signature: _____

Title: City Auditor Date: _____

Print Name: _____

Signature: _____

Title: City Attorney Date: _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

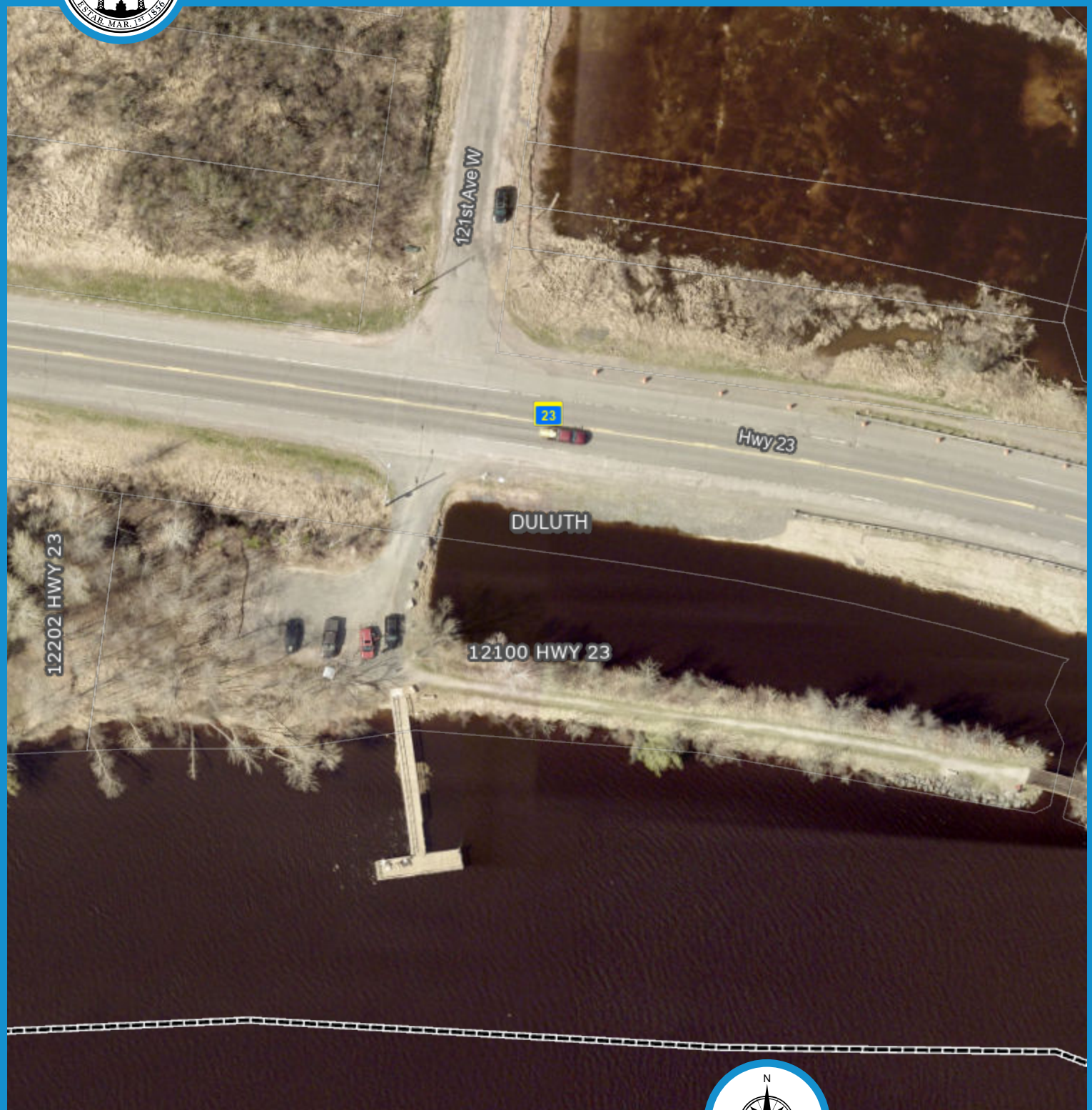


County Land Explorer

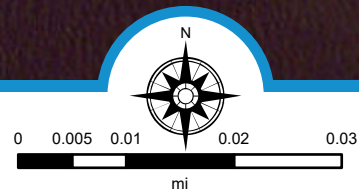
St. Louis County, Minnesota



St. Louis County MN



Perch Lake Landing Existing Conditions



County Land Explorer

St. Louis County

www.stlouiscountymn.gov/explorer

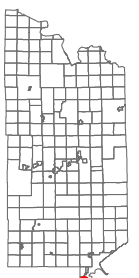
Minnesota

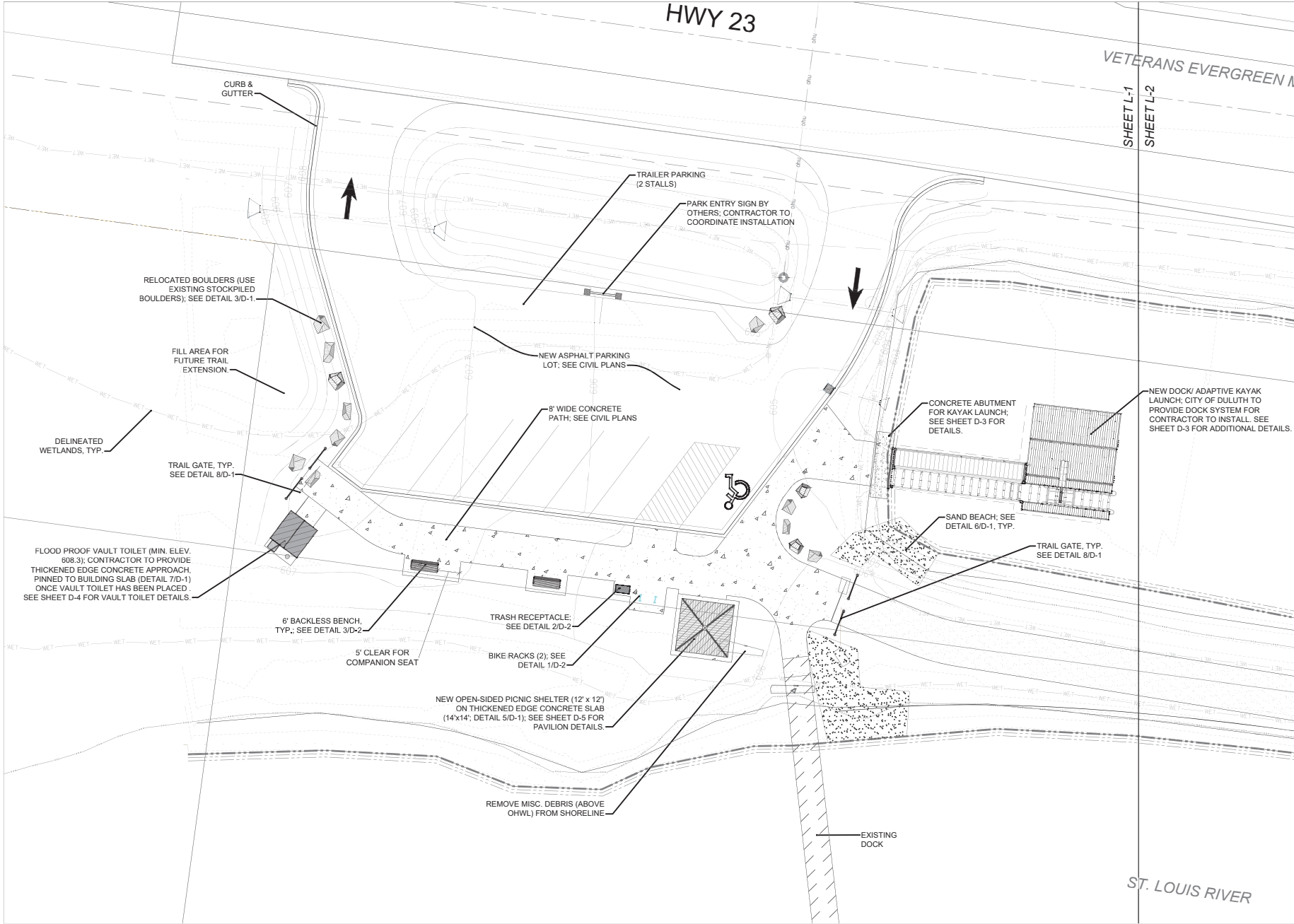
Disclaimer

This is a compilation of records as they appear in the Saint Louis County Offices affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein

Map created using County Land Explorer
www.stlouiscountymn.gov/explorer

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ISSUE RECORD/REVISION	
Purpose	Date

PERCH LAKE LANDING IMPROVEMENTS

CITY OF DULUTH, MINNESOTA

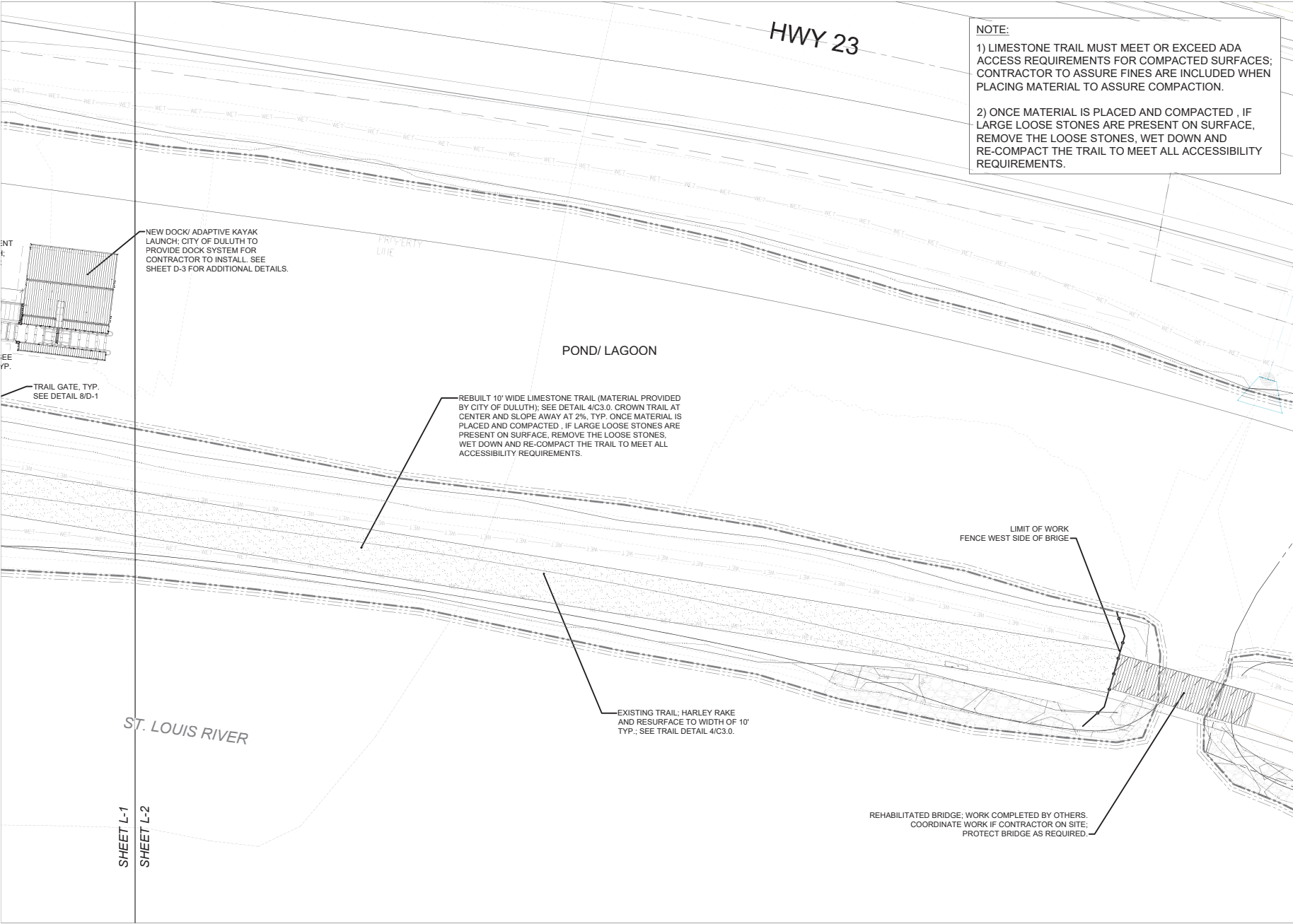
SHEET KEY

0 10' 20'
1" = 10'

SHEET TITLE

SITE PLAN WEST

DATE:	12/6/2024
DRAWN BY:	AMA
CHECKED BY:	LWS
PROJECT NUMBER	24170
SHEET NUMBER	L-1



NOTE:

1) LIMESTONE TRAIL MUST MEET OR EXCEED ADA ACCESS REQUIREMENTS FOR COMPACTED SURFACES; CONTRACTOR TO ASSURE FINES ARE INCLUDED WHEN PLACING MATERIAL TO ASSURE COMPACTION.

2) ONCE MATERIAL IS PLACED AND COMPACTED , IF LARGE LOOSE STONES ARE PRESENT ON SURFACE, REMOVE THE LOOSE STONES, WET DOWN AND RE-COMPACT THE TRAIL TO MEET ALL ACCESSIBILITY REQUIREMENTS.



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ISSUE RECORD/REVISION	
PURPOSE	DATE

PERCH LAKE LANDING
IMPROVEMENTS

CITY OF DULUTH, MINNESOTA

SHEET KEY

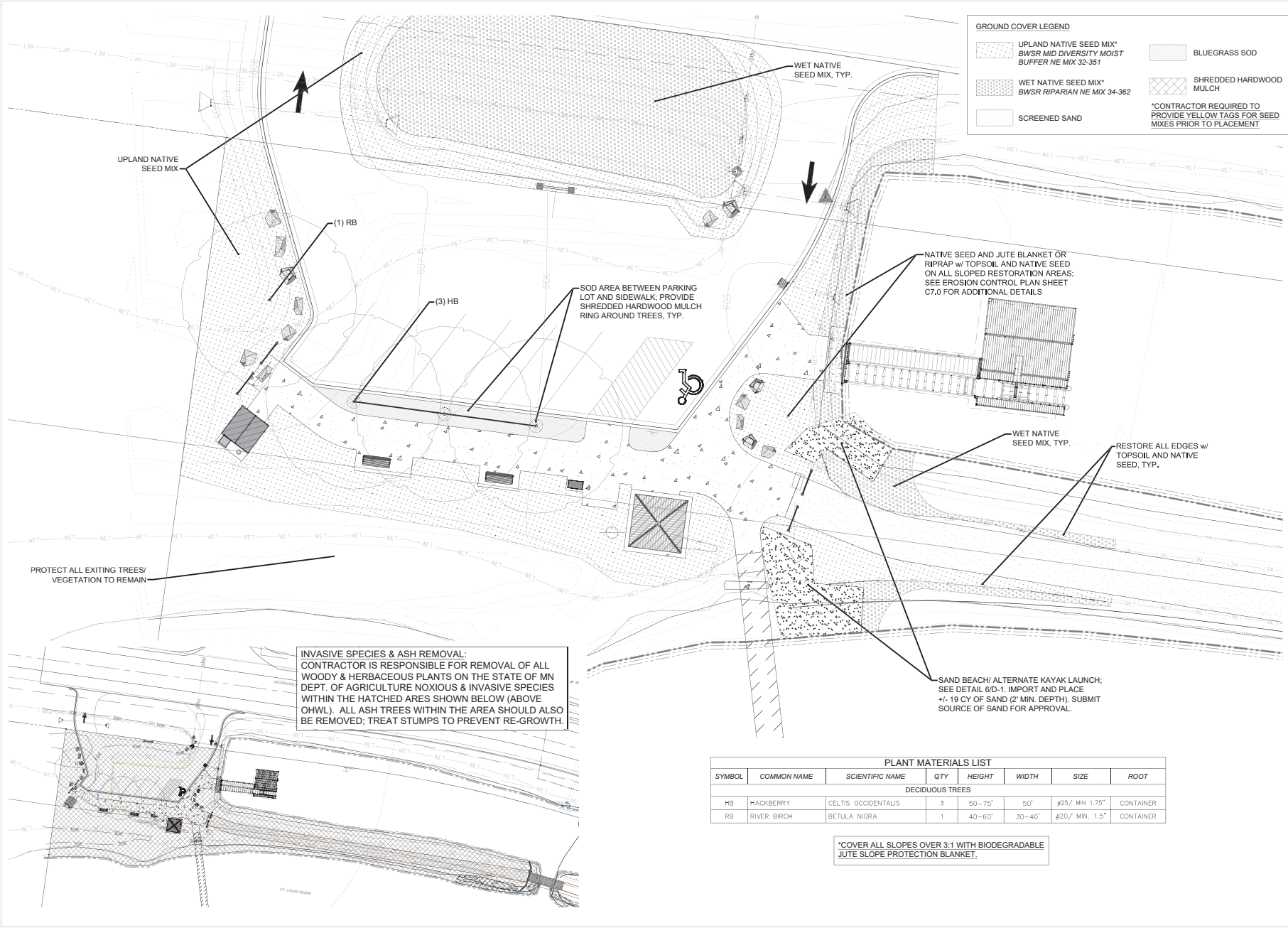


0 10' 20'
ONE INCH = 10 FEET

SHEET TITLE

SITE PLAN EAST

DATE	12/6/2024
DRAWN BY	AMA
CHECKED BY	LWS
PROJECT NUMBER	24170
SHEET NUMBER	L-2



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ISSUE RECORD/REVISION

Purpose	Date

PERCH LAKE LANDING IMPROVEMENTS
CITY OF DULUTH, MINNESOTA

SHEET KEY

0 10' 20'
ONE INCH = 10 FEET

SHEET TITLE
LANDSCAPE PLAN

DATE: 12/6/2024
DRAWN BY: AMA
CHECKED BY: LWS
PROJECT NUMBER: 24170
SHEET NUMBER: L-3