



# State of Minnesota

## Cooperative Agreement

BROWN'S CREEK PUBLIC SHORE FISHING STRUCTURE  
LAND USE, OPERATIONS, AND MAINTENANCE COOPERATIVE AGREEMENT  
BETWEEN  
THE STATE OF MINNESOTA AND BROWN'S CREEK WATERSHED DISTRICT

This Cooperative Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of the Department of Natural Resources ("State") and Brown's Creek Watershed District, ("Watershed District").

### 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 other governmental bodies of the state to provide such assistance as deemed necessary; and

The State and Watershed District have determined that a shore fishing structure on Brown's Creek is of high priority under the state public water access program; and

The shore fishing structure will be located on State-owned land at Sec. 20, T30N, R20W, described as Brown's Creek Aquatic Management Area, and used for fishing, observation, and other compatible uses ("Shore Fishing Structure"), and

The State and the Watershed District desire to cooperate in the installation and maintenance of the Shore Fishing Structure; and

The Watershed District Board has authorized the Watershed District to enter into this Agreement.

### Agreement

#### 1. Term of Agreement

- 1.1 Effective Date: April 30, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: December 31, 2045, 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:

- a. Encumber funds for the Shore Fishing Structure through the standard internal purchasing process including, but not limited to, a separate requisition request.
- b. Provide personnel and equipment when feasible to assist with the installation of the Shore Fishing Structure.
- c. Approve the designs and plans attached hereto and incorporated herein as Exhibit A by the signature of its authorized representative hereunder.

**2.2 Watershed District's Duties and Responsibilities. The Watershed District shall:**

- a. Comply with all local, state and federal laws, regulations, rules and ordinances which may apply to the management, operation, and maintenance of the Shore Fishing Structure.
- b. Obtain any permit or license which may be required for the Shore Fishing Structure.
- c. Contract for the construction of an accessible route/sidewalk/pathway in substantial conformity with the design and plans in Exhibit A and that meets accessible requirements of less than a 5% gradient, 2% cross slope, connecting the Shore Fishing Structure to an accessible parking space. The Watershed District 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.
- d. Contract for the provision and installation of the Shore Fishing Structure in substantial conformity with the design and plans in Exhibit A, and request assistance from the State as needed.
- e. Coordinate with the State or other entities to maintain the Shore Fishing Structure and facilities and keep them in good and sanitary order including necessary routine maintenance and minor repairs to the Shore Fishing Structure.
- f. Follow Minnesota Department of Natural Resources' (DNR) 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 [https://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](https://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf) Duties listed are in Operational Order 113 under Sections II and III (p. 5-8).
  - a. The Watershed District shall prevent invasive species from entering or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.
  - b. 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 Watershed District (such as brush/broom, compressed air, or pressure washer) at the staging area.
  - c. The Watershed District 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 disposed of offsite.
  - d. The Watershed District 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.

### **3. Funding**

The State shall provide funding for its responsibilities under Article II of this Agreement through the standard internal purchasing process including, but not limited to a separate requisition in which funds will be encumbered. The State shall provide one (1) shore fishing concrete plank and railing to the site. The State shall provide funding to the Watershed District for their responsibilities under Article II of this Agreement, however the total obligation of the State for the construction of the facilities shall not exceed twenty thousand dollars (\$20,000). The total obligation of the State for its responsibilities under Article II 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 Watershed District will invoice the state for approved construction costs of the Shore Fishing Structure (includes: site prep and installation of the shore fishing concrete plank and railing and installation of accessible route to the shore fishing stations). Reimbursement will be due within thirty (30) days of the acceptance of the invoice by the State's authorized representative. The Watershed District will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

### **4. Authorized Representatives**

The State's Authorized Representative, or their successor, is:

TJ DeBates  
Minnesota DNR East Metro Fisheries Supervisor  
1200 Warner Road, Saint Paul, MN 55106  
Timothy.Debates@state.mn.us | 651.259.5770

The Watershed District's Authorized Representative, or their successor, is:

Karen Kill  
Brown's Creek Watershed District Administrator  
455 Hayward Ave. N., Oakdale, MN 55128  
Karen.kill@mnwc.org | 651.330.8220

Assignment, Amendments, Waiver, and Contract Complete.

- 4.1 Assignment. The Watershed District 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.
- 4.2 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.
- 4.3 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.
- 4.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Watershed District. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **5. 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 Watershed District's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

## **6. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Watershed District'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 (6) years from the expiration or termination of this Agreement.

## **7. Government Data Practices.**

The Watershed District 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 Watershed District under this Agreement. 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 Watershed District or the State.

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

## **8. Publicity and Endorsement.**

**8.1 Publicity.** 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, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Watershed District individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting 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/>.

**8.2 Endorsement.** The Watershed District must not claim that the State endorses its products or services.

## **9. 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.

## 10. Termination

- 10.1 Termination. The State or the Watershed District may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party.
- 10.2 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 Watershed District. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Watershed District 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 Watershed District notice of the lack of funding within a reasonable time of the State's receiving that notice.

## 11. 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.

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

For services valued in excess of fifty thousand dollars (\$50,000), the Watershed District certifies that as of the date of services performed on behalf of the State, Watershed District 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 Watershed District 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.

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

Exhibit A: Shore Fishing Structure Design and Plans  
Exhibit B: Shore fishing structure Location Map  
Exhibit C: Watershed District Board Meeting Minutes/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. Watershed District**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

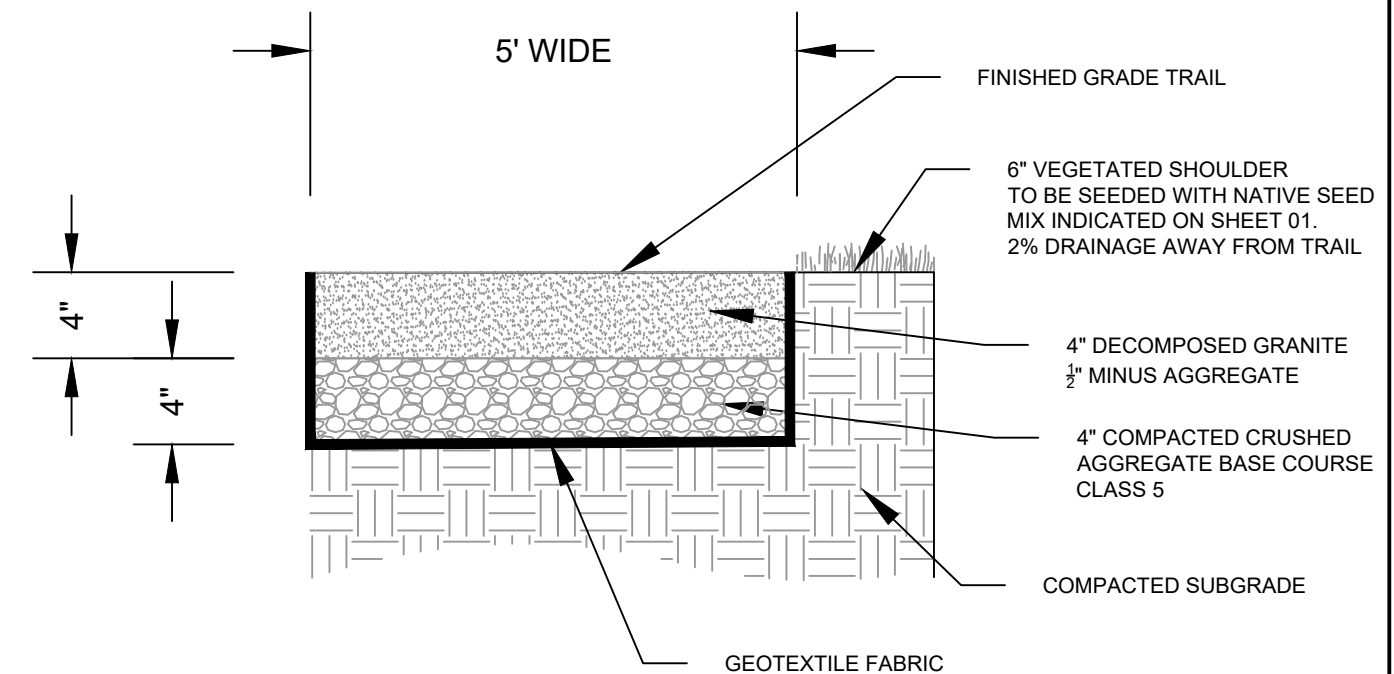
Exhibit A Shore Fishing Structure Design and Plans





## SCHEDULE OF ESTIMATED QUANTITIES

ITEM #	MNDOT Ref #	BASE BID ITEM	UNIT	QUANTITY
1	2021.501	Mobilization	LS	1
2	2106.507	Common Excavation (Subgrade Excavation Included) - Cut: 130 CY; Fill: 70 CY	CY	130
3	SP	5'x12' - Concrete Slab and Railings - Installation	EA	1
4	2211.501	Aggregate Base, Class 5 Gravel (4" Depth)	CY	16
5	2211.501	1/2" Minus Gravel Surface, Decomposed Granite (4" Depth)	CY	15
6	2511.504	Geotextile Fabric, Type IV	SY	150
7	2575.504	Erosion Control Blanket, Category 25 (Curlex II FibreNet or Approved Equal)	SY	550
8	2575.508	Seed, State Mix 35-641 (Excludes Cover Crop Weight)	LBS	1
9	2575.508	Seed, State Mix 36-211 (Excludes Cover Crop Weight)	LBS	1
10	2575.508	Seed, Regreen	LBS	3



01  
02

ADA PACKED GRAVEL TRAIL

NOT TO SCALE

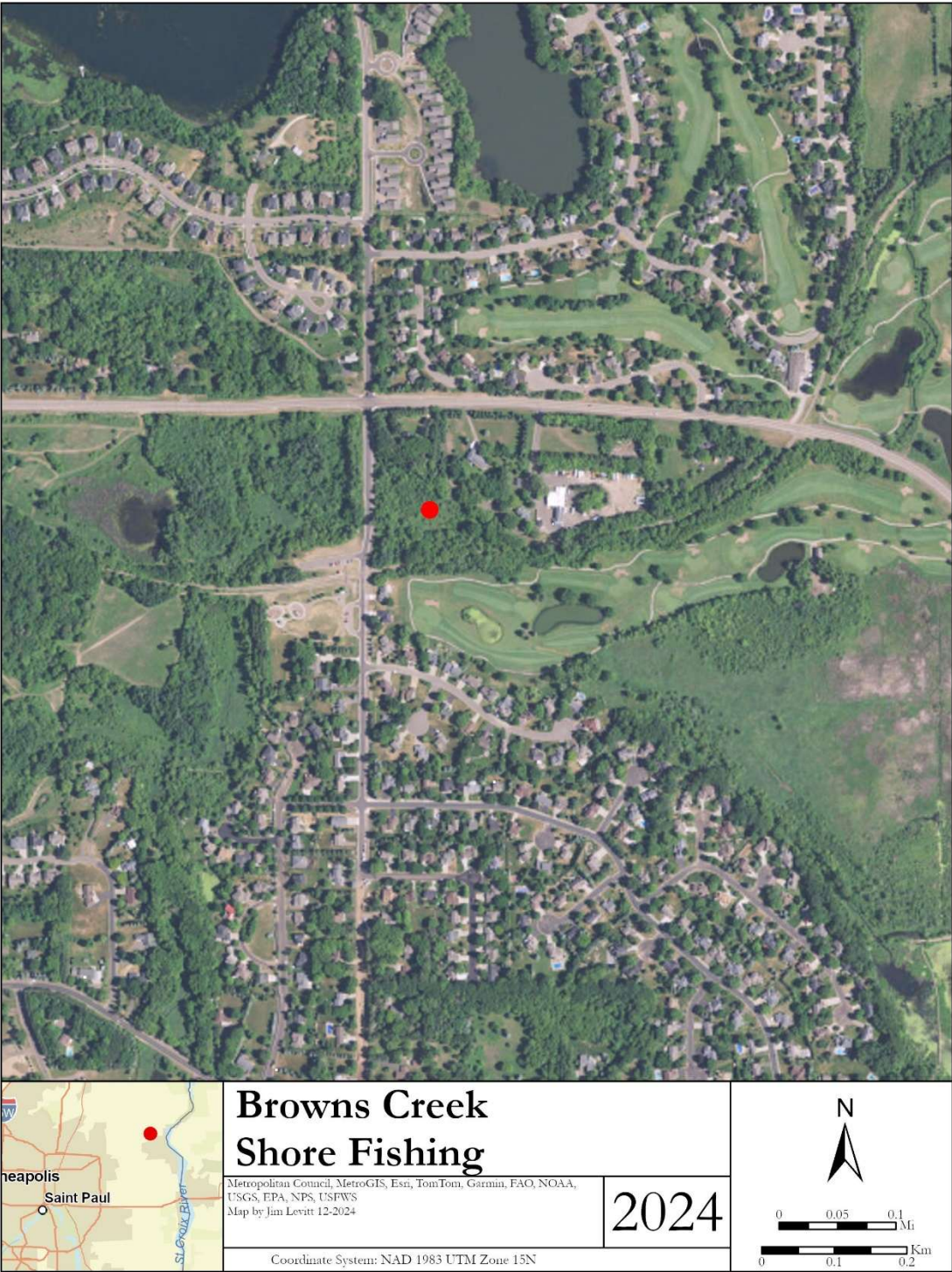


Exhibit C

BCWD Minutes – April 9, 2025