

**COOPERATIVE FUNDING AGREEMENT FOR SCOPING AND NEEDS STUDY
CENTRAL PARK FACILITY 8595 CENTRAL PARK PLACE, WOODBURY, MN 55125**

This Cooperative Agreement (“**Agreement**”) is made as of the ___ day of _____, 2019, by and among the City of Woodbury, a Minnesota municipal corporation (the “**City**”), Washington County, a body politic and corporate under the laws of the State of Minnesota (the “**County**”), Young Men’s Christian Association of the Greater Twin Cities, a nonprofit corporation formed under the laws of the State of Minnesota (“**YMCA**”), and Independent School District 833 – Early Childhood Family Education, an independent school district under the laws of the State of Minnesota (the “**District**”). The City, County, YMCA, and District may hereinafter be referred to individually as a “party” or collectively as the “parties.”

1. Background.

- 1.1 The City and the County previously entered into a joint relationship to develop, operate, and maintain the Central Park Facility located at 8595 Central Park Place, Woodbury, Minnesota 55125 (the “Facility”). Pursuant to the previously entered into agreements between the City and the County, those parties each share in the ownership of the Facility as a common interest community created pursuant to Minnesota Statutes, Chapter 515.
- 1.2 The parties listed above wish to jointly engage professional consulting services to obtain a scoping and needs study for the potential remodeling and possible expansion of the Facility (the “Project”).
- 1.3 The Facility is comprised of a multi-use indoor park that was constructed in 2002. The Facility includes, City administrative offices, welcome desk, common gathering spaces, amphitheater, multi-use rooms, indoor playground, the Washington County R.H. Stafford Branch library and administrative offices, links to the YMCA and Stonecrest Senior Living, and serves as a location for the District’s Early Childhood Family Education (“ECFE”) classes.
- 1.4 The parties began considering strategies for partnerships, programming, operational efficiencies, amenities, and other opportunities to improve the level of services being provided at the Facility. The parties initially focused on non-physical improvements for the Facility, but have now determined that they are in a position to explore what, if any, capital improvements may be appropriate to ensure the Facility continues to provide an exceptional level of service to the community.
- 1.5 The purpose of this Agreement is to provide for the joint funding of the necessary professional services to achieve an understanding of the feasibility of certain uses and improvements for the Facility. The parties hereto acknowledge that, based upon the findings of such investigation, additional agreements may be needed to address items outside of the scope of this Agreement, including but not limited to the long-term operation and ownership of the Facility.

2. Design, Contracting, and Project Management.

The parties agree that they shall have the following duties with respect to the Project:

- 2.1 The City shall serve as the primary administrative party under this Agreement. As such, the City shall be responsible for soliciting bids from qualified firms to obtain the necessary scoping and needs analysis for the Facility. The City shall also be responsible for entering into a written contract with the selected professional services firm, as well as administering that contract during its term.
- 2.2 The City shall ensure that the contract entered into with the selected consultant meets the requirements of the Request for Proposals for Scoping and Needs Study (the "RFP"). The parties will collectively agree to the contract or negotiate with the contractor as necessary.
- 2.3 The three parties City, County and District shall be responsible for paying equal shares of the total amount of the contract price for services provided by the consultant. The YMCA shall be responsible for paying an equal share of the total amount of the contract price for services provided by the consultant minus the specific expense for the Mechanical, Electrical and Technology Needs Analysis as specified in item 5.2 of the RFP to be outlined in the requested bid document.
- 2.4 After completion of the scoping and needs study the City shall invoice each party for its collective share, and each party shall remit payment of such to the City within ninety (90) days of such invoice.

3. **Miscellaneous.**

- 3.1 Term. This Agreement shall be effective as of the date first written above and shall remain on-going until the City has received a completed assessment pursuant to the RFP. Upon receipt of the finished proposal, the City shall forward copies of the completed proposal to all of the parties hereto.
- 3.2 Disputes. The parties will attempt in good faith to resolve any controversy or claim arising out of or related to this Agreement by negotiation. If negotiation is not successful, any party may request that the matter be mediated using a mediator acceptable to all parties, the expense of which will be shared equally among all parties hereto. If the matter has not been resolved within sixty (60) days of the first written notice of the dispute, or if any party refuses to participate in mediation, a party may seek appropriate relief in a court of competent jurisdiction.
- 3.3 Future Agreements. The parties hereto acknowledge that this is the first step in a series of actions which will be required to make any improvements or programming changes to the Facility. Nothing herein shall bind any party to participation in future agreements. However, it is the intention of the parties that the joint relationship established herein will continue to future stages of work related to the Project.
- 3.4 Amendments. Any amendments to this Agreement must be in writing and signed by all of the parties. This Agreement replaces any prior discussion or understandings of the parties regarding the Project.

3.5 Notices. Any notices under this Agreement shall be given to the following people, unless either party gives written notice to the other that the person designated to receive notice has been changed:

City: Michelle Okada, Parks and Recreation Director
8301 Valley Creek Road
Woodbury, MN 55125
651-714-3580
Michelle.Okada@woodburymn.gov

With a copy to: Kennedy & Graven, Chartered
Attn: Mary D. Tietjen and Scott R. Riggs
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

County: Greg Wood, Building Services Director
14949 62nd Street N
Stillwater, MN 55082
651-430-6228
Greg.Wood@co.washington.mn.us

YMCA: Anita Lancello Bydlon, Chief Real Estate Dev. Officer, Real Estate & Development
Young Men's Christian Association of the Greater Twin Cities
651 Nicollet Mall #500
Minneapolis, MN 55402
612-371-8724
Anita.Lancello@ymcamn.org

District: Robert Lawrence, Director of Community Education
8400 E. Point Douglas Drive South
Cottage Grove, MN 55016
651-425-6627
Rlawrenc1@sowashco.org

3.6 Liability. Each party is responsible for the acts and omissions of itself and its officers and employees to the extent authorized by law. No party is accepting liability for any other party. Nothing herein shall be deemed a waiver by either party of any applicable exclusions from or limits on liability including, without limitation, Minnesota Statutes, Chapter 466. The liability limits under Minnesota Statutes, section 466.04 applicable to the parties shall not be added together for determining total liability and they shall instead be treated as a single governmental unit as provided under Minnesota Statutes, section 471.59, subdivision 1a.

- 3.7 Compliance. Each of the parties shall be responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances in carrying out their respective duties under this Agreement.
- 3.8 Termination. This Agreement shall be effective as of the date first written above and shall remain on-going until the City has received a completed assessment pursuant to the RFP. It may be terminated, modified, or amended upon mutual written agreement of the parties. In the event of termination of this Agreement, the Parties shall be responsible for payment of all costs incurred up to and including the effective date of the termination, in an amount equal to their respective share as provided in Section 2.3 above.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned, as duly authorized representations of the parties, have entered into this Agreement effective as of the date first written above.

WASHINGTON COUNTY

By: _____
County Board Chair Date

By: _____
Molly O'Rourke Date
County Administrator

Approved as to form:

By: _____
Assistant County Attorney Date

CITY OF WOODBURY

By: _____
Anne W. Burt, Mayor

Date: _____

By: _____
Clinton P. Gridley, City Administrator

Date: _____

Approved as to form:

By: _____
City Attorney

Date: _____

YOUNG MEN'S CHRISTIAN ASSOCIATION

By: _____

Its: _____

By: _____

Its: _____

Date: _____

INDEPENDENT SCHOOL DISTRICT 833

By: _____

Its: _____

By: _____

Its: _____

Date: _____