

**SHARED SERVICE AGREEMENT
CITY OF ARDEN HILLS
RAMSEY COUNTY**

- 1.0 **Agreement.** This Shared Service Agreement (“Agreement”) is entered into by and between the City of Arden Hills, a Minnesota municipal corporation (“City”); and Ramsey County (“County”), a political subdivision of the State of Minnesota, on behalf of its Parks & Recreation Department – Soil & Water Conservation Division (SWCD), 2015 Van Dyke St., Maplewood, MN 55109.
- 2.0 **Authorization.** This Agreement is authorized pursuant to the provisions of Minnesota Statutes §Chapter 412, Minnesota Statutes §Chapter 103(C), and Minnesota Statutes §471.59.
- 3.0 **Purpose.** The City is requesting the County to provide personnel to perform erosion and sediment control permit inspections, reporting and enforcement services, as defined herein.
- 4.0 **Terms.** In consideration of the mutual undertakings herein expressed, the parties agree as follows:
 - A. **City Responsibility.** The City will:
 1. Accept, process, and maintain records in connection with Grading and Erosion Control Permit (“GEC Permit”) applications.
 2. Collect and account for GEC Permit fees and escrows.
 3. The completed GEC Permit application shall include the following information:
 - a. Name, address and phone number of permittee.
 - b. Description and expected duration of project.
 - c. Any special considerations identified by the City.
 4. Issue GEC Permit upon receipt of a positive recommendation from the County. GEC Permits shall be issued subject to compliance with approved Plans and Specifications and other conditions of approval recommended by the County or the City.
 5. Authorize County to issue Stop Work Orders where appropriate.

6. Compensate the County for services rendered by County staff at the County's hourly rate (currently \$72 per hour), including services rendered by County staff in connection with any litigation arising out of the issuance of a Stop Work Order at the direction of the City pursuant to the terms of this Agreement. The City acknowledges that the County's hourly rate is adjusted annually.
7. County staff shall receive mileage reimbursement at the current IRS rate.

B. County Responsibilities. The County will:

1. Provide inspections by qualified staff. Unless otherwise requested by the City, inspections shall be conducted during regular business hours, 8:00 AM – 4:30 PM, Monday to Friday, excluding State holidays.
2. Provide the following regular inspections for the sites identified by the City:
 - a. Initial Best Management Practice inspection prior to site disturbance, as scheduled by the City.
 - b. Weekly inspections during the period of site disturbance.
 - c. Routine inspections after a 0.5-inch rainfall event.
 - d. Re-inspection to verify that corrections have been made, as required by the City.
3. Provide the City with a copy of the inspection report within seventy-two (72) hours of the inspection. If a re-inspection identifies that corrections have not been made and enforcement action is needed, the County shall notify the City as soon as possible of the violation but, in all cases, within twenty-four (24) hours of the re-inspection.
4. Issue Stop Work Orders, as directed by the City, in those cases where GEC Permittees have not complied with the erosion and sediment control regulations and/or with the conditions attached to the GEC Permit.
5. Invoice the City on a quarterly basis for services rendered.

- 5.0 **Indemnification.** The City shall indemnify, defend and hold harmless the County for any damages to third parties arising out of services provided by the County pursuant to the terms of this Agreement provided, however, that the City’s maximum liability shall be as stated in Minnesota Statutes §Chapter 466.
- 6.0 **Amendment.** This Agreement may not be amended without the written consent of each of the parties.
- 7.0 **Termination.** This Agreement shall be binding upon the parties from its effective date until December 31, 2021 provided that either party may terminate this Agreement upon sixty (60) days written notice to the other party.
- 8.0 **Effective Date.** This Agreement shall become effective January 1, 2021 – December 31, 2021.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed as of the date and year first above written.

**CITY OF ARDEN HILLS,
a Minnesota municipal corporation**

David Grant, MAYOR

**RAMSEY COUNTY, a political subdivision
of the state of Minnesota**

By: _____

Printed Name: _____

Title: County Manager

By: _____

Printed Name: Mark McCabe

Title: Parks & Recreation Director

By: _____

Printed Name: Amy Schmidt

Title: Assistant County Attorney