

**CITY OF ARDEN HILLS
COOPERATIVE AGREEMENT
WITH RAMSEY COUNTY for
Landscape Maintenance at the Interchange of
Highway 96 and Highway 10**

Attachment:

Exhibit A — SP 6205-969 Pg 5

THIS AGREEMENT, by and between the City of Arden Hills, Minnesota, a municipal corporation, hereinafter referred to as the "City," and Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County";

WITNESSETH•.

WHEREAS, the County and the State of Minnesota, acting through its Commissioner of Transportation ("State"), constructed the "Arden Hills Landscaping Plan" along Trunk Highway No. 10 under State Project No. 6205-969 (T.H. 10=062); and

WHEREAS, the County and the State have a cooperative agreement, MnDOT Contract No: 1026558; and

WHEREAS, the County and the State's cooperative agreement designates the County to maintain the landscaped areas of the "Arden Hills Landscape Plan"; and

WHEREAS, the County and the State's cooperative agreement, under Section 2.2 Right of Way, Easements and Permits, authorizes the County and its suppliers, contractors, or volunteers under the direction of the County to work on and occupy the State's Right-of-Way; and

WHEREAS, the landscaped areas of the "Arden Hills Landscape Plan" are located within the City of Arden Hills; and

WHEREAS, the County and the City desire to have the care and upkeep of the "Arden Hills Landscape Plan" shown in Exhibit A be provided by the City.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. This agreement is effective June 1, 2023. Agreement terms will remain in effect until such time the landscaped areas shown in Exhibit A are permanently removed and/or declared by the City to no longer exist.

2. The County will provide, within 120 days following the effective date and at its own cost, a one-time refurbishing of the landscape specific to the treed and mulch bed areas on the front side of the retaining wall separating Lakeshore Place and CSAH 96/Old US 10. Refurbishing shall mean returning the existing landscape to a condition commensurate with that of its original installation and shall include replacing dead or dying trees and converting the mulched planting beds, using seed/sod and up to three (3) additional trees, to match the adjoining treed grass/ turf areas.
3. On and thereafter the effective date, the City will provide, at no cost to the County, all care and upkeep of the landscaped areas shown in Exhibit A. Care and upkeep shall mean to include all labor, material, and equipment to maintain, repair, water, fertilize and perform any future plant replacements.
4. The City shall care for and upkeep the landscaped areas as a volunteer to the County, working under the direction of the County, as provided for in the County's contract agreement with the State.
5. The City shall have discretion over the level of care and upkeep of the landscape areas they provide.
6. The City will adhere to the State's contract agreement requirements with the County relating to the performance of landscape maintenance and/or landscape care and upkeep.
7. The City and County recognize that landscaped areas covered under this agreement are located along State right of way and that the State, at its discretion, may direct the removal of landscaped areas within its right of way.
8. The County agrees to remove, at no cost to the City, the landscaped areas covered under this agreement which the State may order to remove permanently.
9. City and the County agree to indemnify each other and hold each other harmless from any and all claims, causes of action, lawsuits, judgments, charges, demands, costs, and expenses including, but not limited to, interest involved therein and attorneys' fees and costs and expenses connected therewith, arising out of or resulting from the failure of either party to satisfy the provisions of this agreement or for damages caused to third parties as a result of the manner in which the City or the County perform or fail to perform duties imposed on each party by the terms of this agreement. Nothing herein will constitute a waiver of limitations of liability available at Minnesota Statutes Chapter 466 and other applicable laws.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CITY OF ARDEN HILLS

RAMSEY COUNTY

By: _____

By: _____

Its _____

Ryan T. O'Connor
Ramsey County Manager

Date: _____

By: _____

Recommend For Approval

Its _____

Brian Isaacson
Director of Public Works

Date: _____

Approved as to Form:

Assistant County Attorney