

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF ST. PAUL FOR
Right of Way Acquisition for White Bear Avenue Improvements
County State Aid Project 062-630-074
Municipal State Aid Project 164-020-159**

Total Estimated Right of Way Acquisition Cost:	\$157,567.00
Ramsey County Cost:	\$78,783.50
City of St. Paul Estimated Cost:	\$78,783.50

Attachments:

- A- Acquisition Estimate – St. Paul**
- B- Right of Way Layout**

This Agreement is between the City of St. Paul, a municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County") for Right of Way Acquisition.

WHEREAS, Larpenteur Avenue (County State Aid Highway 30) from Flandrau Street to Hazel Street ("Project") is identified in Ramsey County's 2022-2026 Transportation Improvement Program for Roadway Construction Improvements; and

WHEREAS, the City and County desire to reconstruct Larpenteur Avenue between Flandrau Street to Hazel Street and make certain improvements associated with said reconstruction; and

WHEREAS, Larpenteur Avenue, in the area affected by construction, is designated County State Aid Highway 30, and is located in the City; and

WHEREAS, the reconstruction requires right of way ("ROW") acquisition; and

WHEREAS, the project has been designated for funding by the Minnesota Department of Transportation ("MnDOT") as eligible for County State Aid Highway ("CSAH") funds, and, Municipal State Aid System ("MSAS") funds, and

WHEREAS, the Project has been designated as County State Aid Project 062-630-074 and Municipal State Aid Project 164-020-159, and

WHEREAS, plans for the Project showing proposed ROW acquisition and estimated costs of said acquisition according to the County and City share are included herein as attachments,

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

AGREEMENT

1. Responsibility for the Right of Way Plan and Acquisition

- 1.1. The County will prepare a right of way acquisition plan showing easements and other property interests required for construction of the Project in accordance with Mn/DOT State Aid standards.
- 1.2. The County will acquire the proposed easements and ROW in accordance with Mn/DOT State Aid requirements.

2. Procurement and Award of Contract

- 2.1. The County will purchase ROW acquisition services and appraisal services in accordance with State law and County procedures.

3. Project Costs

- 3.1. Except as provided herein, the County and City will participate in the costs of ROW acquisition in accordance with the Ramsey County Cost Participation Policy and approved in the 2022 – 2026 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement shall prevail.

3.2. ROW Acquisition Costs

- 3.2.1. ROW acquisition costs including payment to owners, relocation assistance, and other related costs of acquiring ROW for the Project will be shared 50% by the County and 50% by the City.
- 3.2.2. The County will not be responsible for assessments, fees, or fines, associated with owning property acquired for the Project. If the City imposes assessments, fees, or fines, the County will pay those costs and the City will reimburse the County for those costs.
- 3.2.3. The County will pay 100% of County staff time for ROW acquisition.

4. Payment Schedule

- 4.1. ROW acquisition costs and payments will be invoiced monthly.

- 4.2. Payment will be made within 35 days of receipt of an invoice.
5. ROW acquired under this Agreement will be owned and maintained by the County.
 6. The City grants the County temporary construction easements over all City owned ROW and property within the limits of the Project for use during construction at no cost to the County.
 7. The City and County shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the County or the City of any statutory or common law immunities, limits, or exceptions on liability.
 8. This Agreement shall remain in full force and effect until terminated by written mutual agreement of the parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

CITY OF ST. PAUL, MINNESOTA

By: _____
Mayor

Date: _____

By: _____
Director of Public Works

Date: _____

Approved as to Form:

By: _____
City Attorney

Date: _____

Approved by the Office of Financial Services:

By: _____

Date: _____

Its: _____

RAMSEY COUNTY, MINNESOTA

Ryan T. O'Connor, County Manager

Date: _____

Approval recommended:

John Mazzitello, Interim County Engineer
Deputy Director – Program Delivery

Date: _____

Approved as to form:

Assistant County Attorney

Date: _____