

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF SAINT PAUL FOR
Right of Way Acquisition for County State Aid Highway 46 (Cleveland Avenue)
From Como Avenue to Larpenteur Avenue
and County State Aid Highway 30 (Larpenteur Avenue)
From Cleveland Avenue to Gortner Avenue
County State Aid Project 062-646-033 and 062-630-672

Municipal State Aid Project 164-020-007**

Total Estimated Right of Way Acquisition Cost: \$1,893,886.00
City of Saint Paul Estimated Cost: \$292,146.50

Attachments:

- A- Acquisition Estimate**
- B- Right of Way Layout**

This Agreement is between the City of Saint Paul, a municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County") for Right of Way Acquisition. This agreement relates to the reconstruction of County State Aid Highway (CSAH) 46 (Cleveland Avenue) from Como Avenue to Larpentuer Avenue and retaining wall reconstruction on Larpenteur from Cleveland Avenue to Gortner Avenue ("Project").

WHEREAS, the City of Saint Paul (City) and Ramsey County (County) desire to reconstruct Cleveland Avenue from Como Avenue to Larpentuer Avenue, reconstruct retaining wall on Larpenteur from Cleveland Avenue to Gortner Avenue, and make certain improvements associated with said reconstruction; and

WHEREAS, the Project is identified in Ramsey County’s 2020 – 2024 Transportation Improvement Program, and

WHEREAS, Cleveland Avenue, in the area affected by construction, is designated County State Aid Highway 46 and is located partially within the City; and

WHEREAS, the Project 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, off-system Municipal State Aid System ("MSAS") funds, and

WHEREAS, the Project has been designated as County State Aid Project 062-646-033, 062-630-672 and Municipal State Aid Project 164-020-007, 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 2020 – 2024 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, appraisal fees, consultant fees, 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 right of way acquisition.

4. Payment Schedule

- 4.1. ROW acquisition costs and payments will be invoiced monthly.
- 4.2. Payment will be made within 30 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. COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

8.1 ELECTRONIC SIGNATURES: The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be

“written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

9. 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 *Saint 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:

Ted Schoenecker, Director
Public Works Department

Date: _____

Approved as to form:

Assistant County Attorney

Date: _____