

**RAMSEY COUNTY  
COOPERATIVE AGREEMENT  
WITH THE CITY OF SAINT PAUL FOR  
Right of Way Acquisition for County State Aid Highway 53 (Dale Street)  
between University Avenue and Iglehart Avenue  
County State Aid Project 062-653-011  
Municipal State Aid Project 164-020-145**

**Total Right of Way Acquisition Cost:  
City of Saint Paul Cost:**

**Attachments:  
A- Acquisition Estimate  
B- Right of Way Plan**

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 related to reconstruction of County State Aid Highway (CSAH) 53 (Dale Street) between University Avenue and Iglehart Avenue ("Project").

**RECITALS**

1. The Project is identified in Ramsey County's 2017 – 2021 Transportation Improvement Program.
2. Dale Street, in the area affected by reconstruction, is designated County State Aid Highway (CSAH) 53.
3. The Project has been designated by the Minnesota Department of Transportation (Mn/DOT) as eligible for County State Aid Highway funds, and, Municipal State Aid Street (off-system) funds.
4. The Project has been designated as County State Aid Project 062-653-011, and Municipal State Aid Project 164-020-145.
5. The subject road segment is located within the City.

**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 right of way in accordance with Mn/DOT State Aid requirements.
2. Procurement and Award of Contract
  - 2.1. The County will purchase Right of Way 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 Right of Way acquisition in accordance with the Ramsey County Cost Participation Policy and approved in the 2017 – 2021 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement shall prevail.
  - 3.2. Right of Way Acquisition Costs
    - 3.2.1. Right of way acquisition costs including payment to owners, relocation assistance, appraisal fees, and other related costs of acquiring right of way 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 the cost to administer right of way acquisition.
4. Payment Schedule
  - 4.1. Right of Way acquisition costs and payments will be invoiced monthly.
  - 4.2. Payment will be made within 30 days of receipt of an invoice.
5. Right of Way 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 rights-of-way 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 mutual agreement of the parties.

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CITY OF *Saint Paul*, MINNESOTA

By: \_\_\_\_\_  
Director of Public Works

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Approved by the Office of Financial Services:

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

RAMSEY COUNTY, MINNESOTA

\_\_\_\_\_  
Julie Kleinschmidt, County Manager

Date: \_\_\_\_\_

Approval recommended:

\_\_\_\_\_  
Ted Schoenecker, Director  
Public Works Department

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_