

COOPERATIVE AGREEMENT FOR OPERATION AND MAINTENANCE OF SILVER LAKE AERATOR

THIS AGREEMENT, made and entered into effective January 26, 2023 by and between City of North Saint Paul, a Minnesota municipal corporation ("North St. Paul"), City of Maplewood, a Minnesota municipal corporation ("Maplewood"), Valley Branch Watershed District, a Minnesota municipal corporation ("VBWD"), and County of Ramsey, a political subdivision of the state of Minnesota ("Ramsey County") for the conveyance of aerator equipment and continued operation of an aerator system on Silver Lake in Joy Park in the City of Maplewood.

RECITALS

- A. The area known as Joy Park was transferred by Ramsey County to Maplewood pursuant to a January 17, 1997, agreement. The agreement provided that the property was to be used for public parks, recreation, and open space purposes. In the event the property was no longer used for those identified purposes, title of the property reverts to the County.
- B. At the time of transfer, Ramsey County was operating an aerator system on Silver Lake on the property of Joy Park. The agreement transferring Joy Park did not include or mention the aerator system, or the operation and maintenance thereof.
- C. Ramsey County seeks to transfer responsibility for the aeration system to a local unit of government for its continued operation and maintenance and seeks to withdraw from responsibility for ownership, operation, minor and major maintenance, and replacement of the aerator system.
- D. North Saint Paul, Maplewood, and VBWD have an interest in the continued operation of the aeration system on Silver Lake and have authority to participate in the ownership, operation, maintenance, and financial obligations as provided herein.

AGREEMENT

IN CONSIDERATION OF the mutual covenants and agreements hereinafter provided, the parties agree as follows:

- 1. **CONVEYANCE TO NORTH ST PAUL AND ONE-TIME PAYMENT:** The County agrees to convey all equipment and its inventory of supplies for the operation and maintenance of the aerator system currently operating at Silver Lake. In addition, the County agrees to pay to North St. Paul a one-time payment of \$20,000 in exchange for being released from responsibility for any and all future maintenance and replacement of the equipment.
- 2. **MAPLEWOOD ONE-TIME PAYMENT TO NORTH ST. PAUL: \$5,000:** Maplewood agrees to pay North St. Paul a one-time payment of \$5,000 in exchange for being released from responsibility for future maintenance obligations.

3. **ACCEPTANCE OF SYSTEM:** In consideration of the payment and the conveyance of equipment and supplies, North St. Paul agrees to accept the equipment and supplies as is, with no warranty or expectation of ongoing operation, maintenance, or condition. North St. Paul further assumes full responsibility for the aeration of Silver Lake and for the continuing operation of an aeration system. Except as provided below, this Agreement does not require that North St. Paul operate an aerator in Silver Lake but transfers the current responsibility thereof from Ramsey County to North St. Paul. Ramsey County staff will continue to be available to help with any questions on the aeration system. Ramsey County will still provide water quality monitoring of the lake to include Dissolved Oxygen testing.
4. **OPERATION OF SYSTEM:** North St. Paul agrees to operate an aeration system in Silver Lake through the winter of 2035-2036.
5. **CONTRIBUTION TO NORTH ST PAUL:** Beginning July 1, 2025, Maplewood and VBWD each separately agree to contribute \$1750 to North St. Paul on or before July 1 of each year as contribution to the electrical consumption of the aeration system of the following winter season. This amount may be adjusted every year after 2027 by agreement of the parties. In adjusting the amount, North St. Paul shall identify the actual costs of electrical consumption of the aeration system over the past two winter operation cycles. The adjusted amount identified above shall be no less than 50% of the average of the costs identified.
6. **RESPONSIBILITY FOR MAINTENANCE AND REPLACEMENT:** North St. Paul shall be solely responsible for maintenance or replacement of the aeration equipment. Nothing herein shall be interpreted as an obligation of the non- North St. Paul parties to contribute to maintenance or replacement of the equipment.
7. **GRANT OF ACCESS TO NORTH ST. PAUL:** Maplewood hereby grants a permit to North St. Paul for the installation, removal, operation, maintenance, utilities, and access of the aeration system in Joy Park and Silver Lake at no cost. Access to the site of installation and connection to utilities necessary to operate the aerator system must be reasonable convenient, direct, and safe. Maplewood agrees to consult with North St. Paul on any development or change to Joy Park that may interfere with the access and operation of the aerator system. The permit shall be valid during the term of this agreement.
8. **LIABILITY AND INDEMNIFICATION:** As North St. Paul is assuming ownership and operation of the aeration system to be located on Maplewood property, neither Ramsey County, Maplewood, nor VBWD, nor any of its officers, agents, or employees, officially or personally, shall be liable on account of any claim, demand, or cause of action made or brought by reason of any alleged act or omission by any person or entity, whether a party hereto or not, in the use, operation, installation, removal, maintenance, repair, or presence of an aeration system in Silver Lake or Joy Park, or by reason of any loss of life, or any injury or damage to persons or property, whether avoidable or not, that may be alleged to be due to the use or operation of the aeration system. It is the intent of the parties that no risk or liability is or shall be incurred by Ramsey County or VBWD, or its

officers, agents, or employees, by this Agreement, and that all such risk and liability shall be assumed by North St. Paul. It is the intent that Maplewood shall retain responsibility for risk or liability related to the ownership of the property on which the aeration system is installed and operated, but shall not incur any additional risk due to the use or operation of the aeration system. North St. Paul shall indemnify, defend, and hold harmless Ramsey County, Maplewood, and VBWD from any and all liability arising out of the use, operation, installation, removal, maintenance, repair, or presence of the aeration system. Nothing in this Agreement shall constitute a waiver by Ramsey County, North St. Paul, Maplewood, or VBWD of any statutory or common law immunities, limits, or exceptions on liability. Any damages assessed for a claim under this agreement shall be limited to the statutory limit applicable to one party and without stacking claims.

9. **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.
10. **TERM:** This Agreement shall remain in full force and effect until terminated as provided herein. Written notice of termination of the Agreement by any party must be provided to all other parties by July 1 of the years 2023 through 2035. However, the termination shall not be effective for one year, terminating the Agreement on the following July 1.

CITY OF NORTH SAINT PAUL, MINNESOTA

By: 
John Monge, Mayor

Date: 2/9/2023

By: 
Brian Frandle, City Manager/ Clerk

Date: 2/9/2023

Approved as to Form:

By: 
Soren Mattick, City Attorney

CITY OF MAPLEWOOD, MINNESOTA

DocuSigned by:
Marylee Abrams
By: 05E4BC9EB1D8415

Mayor

Date: 2/21/2023 | 1:02 PM CST

DocuSigned by:
Mike Darrow
By: 22ED912E870543A...

Acting City Manager

Date: 2/24/2023 | 8:24 AM CST

Approved as to Form:

DocuSigned by:
Ron Batty
By: D81F5F81BAD84EC

City Attorney

RAMSEY COUNTY, MINNESOTA

Date: _____

Ryan T. O'Connor, County Manager

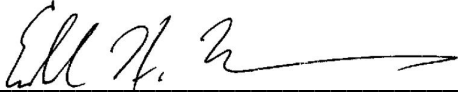
Approval recommended:

Brian Isaacson, Director
Public Works Department

Approved as to form:

James A Mogen, Assistant County Attorney

VALLEY BRANCH WATERSHED DISTRICT, MINNESOTA

By: 

President

Date: January 26, 2023

By: 

Secretary

Date: January 26, 2023

Approved as to Form:

By: 

Valley Branch Watershed District Attorney