

**ACCESS AND MAINTENANCE AGREEMENT  
RICE CREEK STORMWATER TREATMENT PONDS  
AND STORMWATER REUSE INFRASTRUCTURE**

This access and maintenance agreement ("**Agreement**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the County of Ramsey, a political subdivision of the State of Minnesota ("**County**"), and the City of Shoreview, a political subdivision of the State of Minnesota ("**City**").

WHEREAS, The County is the fee owner of the Rice Creek Open Space property located east of and adjacent to the Rice Creek Parkway, Shoreview, MN ("**Property**"), and

WHEREAS, The City constructed two stormwater treatment ponds ("**Ponds**") on the Property (Pond A and Pond B) that receive runoff from the Rice Creek Parkway area, as shown on Exhibit A, and

WHEREAS, As part of a land swap completed in 1999, the County acquired the Property after the construction of the Ponds, and

WHEREAS, The City constructed stormwater reuse infrastructure ("**Infrastructure**") consisting of an intake pipe into Pond A, a pump house, and associated underground piping on the Property as shown on Exhibits A and B, and

WHEREAS, The City requires access to the Ponds and Infrastructure to operate, inspect, and perform required maintenance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter stated, the parties do agree as follows:

1. County hereby grants the City access to the Ponds to inspect and perform required maintenance.
2. The County hereby grants the City access to the Infrastructure to operate, inspect, and perform required maintenance.
3. The City shall be able to perform routine maintenance on the Ponds and Infrastructure identified in Exhibit A. The City shall notify the County prior to accessing County land prior to performing routine maintenance. Routine maintenance consists of the following:
  - a. Removal of sediment and vegetation from areas adjacent to pond discharge pipe outlets and the intake for the stormwater reuse pump.
  - b. Removal of vegetation to allow access to the Ponds and Infrastructure for required maintenance.
  - c. Repair/replacement of riprap located in various areas around the Ponds.
  - d. Removal of sediment from stormwater infrastructure such as pipes and manholes associated with the Ponds.

- e. The City shall restore and repair any impacted County park infrastructure and replant areas that are damaged due to routine and non-routine maintenance activities as per the requirements of the County.
4. The City shall notify the County for approval prior to completing non-routine maintenance items that require:
  - a. Large equipment that could damage vegetation.
  - b. Replacement of stormwater infrastructure such as pipes or manholes.
  - c. Removal of sediment from the Ponds, not including the areas adjacent to discharge pipe outlets.
  - d. The City shall restore and repair any impacted County park infrastructure and replant all areas that are damaged due to non-routine maintenance activities as per the requirements of the County.
5. If the City requires acquisition of a permanent easement for Infrastructure, then the City may, at its sole cost, examine title to the Property, prepare documents necessary for a permanent easement, provide easement documents for the County for review, and record the Easement. If a permanent easement is granted by the County to the City, the location and width of that permanent easement would be as is shown on Exhibit B.
6. All costs associated with the operation and maintenance of the Ponds and Infrastructure is the sole responsibility of the City. The City shall not assess the County for any costs associated with future operation and maintenance of the Ponds and Infrastructure.
7. The City shall provide a certificate of insurance to the County indicating levels of liability and insurance coverage to Ramsey County (see below) prior to start of the Project. If another form of insurance is requested, the City shall submit insurance information to the County for review and approval.
  - a. Insurance with coverage equal to or exceeding the stated limits.

<b><i>Commercial General Liability</i></b>	<b><i>Limit: \$500,000 per claim and \$1,500,000 per Occurrence</i></b>
<b><i>Auto (owned, hired, and non-owned)</i></b>	<b><i>Limit: \$1,000,000</i></b>
<b><i>Workers Compensation/Employers Liability</i></b>	<b><i>Limit: \$500,000/\$500,000/\$500,000</i></b>
<b><i>Professional Liability</i></b>	<b><i>Limit: \$1,000,000 per claim and \$3,000,000 aggregate</i></b>

- b. The City and or designated Project representatives shall also require the Contractor to list Ramsey County as an additional insured on the selected contractor provided insurance, naming Ramsey County as additional insured under such policies of insurance for the duration of the project contract.
      - i. Such evidence shall be supplied prior to any work starting on County property.

- ii. The following language must be added to the certificate of insurance: *“Ramsey County, its officials, employees, volunteers and agents are Additional Insured to the Contractor's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.”*
8. The City shall hold the County harmless from any and all liability which may result from the Ponds and Infrastructure located on the Property.
9. Neither the County nor the City waives any immunities, or defenses on liability to the parties at law or in equity, and the parties expressly agree that the terms of this Agreement shall not be construed to affect any such waiver. Each party's liability is governed by the provisions of Minnesota Statutes Chapter 466 and this Agreement shall not be construed to negate or abridge or otherwise waive, with respect to either party the liability limits of Minnesota Statutes Chapter 466.
10. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. **The Effective Date of this Agreement shall be the later of the dates on which the County and City have executed this Agreement.**

**Signature Page for County**

**COUNTY OF RAMSEY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Toni Carter  
Its Chair

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mee Cheng  
Its Chief Clerk

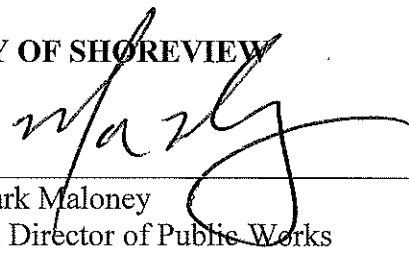
Approved as to form:

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

**Signature Page for City**

**CITY OF SHOREVIEW**

Dated: September 1, 2021

By:   
Mark Maloney  
Its Director of Public Works

