

DOWNTOWN MINNEAPOLIS GREENING PARTNERSHIP
Washington Boulevard Adopt-a-Median Agreement
Draft 7-28-08

THIS AGREEMENT, is entered into this ____ day of _____, 2008, by and between the City of Minneapolis (hereinafter the "City"), and _____ (hereafter the "Participant").

WHEREAS, the Downtown Minneapolis Greening Partnership initiative has been established to provide for private sector entities and the City of Minneapolis for the landscaping and on-going maintenance of certain public right-of-ways in downtown Minneapolis; and

WHEREAS, the 2008 budget for the City of Minneapolis provides funding to make improvements to certain medians along Washington Avenue South in Downtown Minneapolis to allow for their on-going beautification to the City;

WHEREAS, the Participant desires to take part in the initiative along Washington Avenue South in Minneapolis; and

NOW THEREFORE, the Parties do agree as follows:

Article I – Duties of the City of Minneapolis:

The City designates Michael Kennedy, Director, Transportation Maintenance & Repair as the contract manager, for the City regarding this Agreement.

- A. The City assumes full responsibility for all costs associated with:
 - a. Providing the median with a water source. The City will make sure each median is service-ready.
 - b. Initial installation of 24” of new amended soil
 - c. Newly pruned trees, and new trees installed where possible
 - d. Initial installation of 4” of shredded bark mulch over the entire median

- B. The City shall at its own expense maintain, repair and replace, if necessary structural damage to the median and any electrical and water source. Required maintenance and repair of any irrigation system connected to the water source shall be the sole responsibility of the Participant.

- C. The City shall grant an easement to the Participant for the purposes of the landscaping and maintenance to the median for the duration of this Agreement

Article II – Duties of the Participant

- A. [Participant] designates [Insert name of contact] as a point of contact regarding all communication between [Participant] and City regarding the Washington Avenue medians and this Agreement.
- B. The Participant agrees to adopt the median located on Washington Avenue between _____ and _____.
- C. By adopting said median, the [Participant] assumes full responsibility for:
 - a. Providing for the enhanced landscaping and on-going maintenance of said landscaping. The landscaping plan must comply with the Washington Boulevard Adopt-a-Median Design Guidelines and is attached hereto and is made part of this Agreement.
 - b. Installation and ongoing operation and maintenance of any irrigation system(s) and its components including RPZ, spring charging, fall winterizing, and required system repairs.
 - c. [Participant] shall be responsible each season for contacting the City Utility Billing Office to establish an account and schedule meter installation and removal, as well as coordinating with the Water Department to complete the work at the site. Participant is responsible for all related costs including service charges, traffic control and related plumbing work on their system. (Note: Participant may have Public Works perform some of these services on a time and materials basis, which may be more convenient and cost-effective.)
 - d. All bills for water use.
 - e. Recognition plaque recognizing the Participant's contribution to beautifying Minneapolis, of no larger than _____ (MAY NEED TO PUT DETAILS IN HERE OF HOW SIGN GETS APPROVED>>>>)
 - f. Any landscaping maintenance and plant and materials replacement (including mulch refreshment), as necessary.
- D. The Participant shall conduct the work and maintenance of that landscaping in such a manner and at such times to minimize traffic interference and to provide for the maximum safety of Participant's employees, workers, agents and volunteers as well as the general public.
- E. All persons performing duties relative to the landscaping or maintenance thereof shall be the responsibility of Participant and shall have no relationship to the City as employee, agent or contractor. Participant and its workers, employees, agents and volunteers shall be independent contractors relative to the City and gain no standing as employees with the City.

Article III -General Provisions

- A. The public right-of-way will remain the property of the City of Minneapolis and any landscaping should in no way interfere with the safety or convenience of the traveling public in its use of the street. The City of Minneapolis maintains the right to perform necessary maintenance and repairs on or under the right-of-way, and will notify the right-of-way sponsor at least two (2) weeks prior to the expected execution of these services, except in cases of emergencies (e.g. water main break, sewer collapse, etc.). In these cases the City will be responsible to restore the medians and soil to the original condition. Sponsors are responsible for the restoration of their planting materials, irrigation, electrical systems, and any other infrastructure that they have installed.
- B. Either party may cancel and terminate this Agreement for any cause or reason by giving the other party twenty (20) days' written notice prior to the date such termination shall become effective.
- C. Each Party is responsible for its own acts and omissions. Each Party is responsible for its own employees and volunteers for any claims arising under the Workers' Compensation Act. Liability of the City is governed by Minnesota Statutes Ch. 466.
- D. The provisions of Minnesota Statutes Ch. 363, Minneapolis Code of Ordinances and of any applicable law relating to civil rights or discrimination shall be considered part of this Agreement as if fully set forth here.
- E. Participant shall review and comply with the Minneapolis Code of Ordinances.

As witness thereof the Parties have caused their proper officer to sign the Agreement as follows:

For _____, the Participant,

By: _____,
in its capacity as the authorized agent for
City of Minneapolis

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Countersigned: _____
Finance Officer

Date: _____

Department Approved: _____

Public Works

Approved as to form:

Assistant City Attorney