

DOWNTOWN MINNEAPOLIS GREENING PARTNERSHIP

Loring Greenway

THIS AGREEMENT, is entered into this _____ day of _____, 2010, by and between the City of Minneapolis (hereinafter the "City"), and Loring Greenway Association (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 Loring Greenway was constructed between 1977 and 1980 as part of the Loring Park Development District, and connects the Nicollet Mal to Loring Park. The Greenway is considered a pedestrian corridor, and therefore is owned and maintained by the City of Minneapolis Public Works Department.

WHEREAS, the Participant desires to take part in the initiative in the Loring Greenway 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 shall grant an easement to the Participant for the purposes of the landscaping and maintenance of the Loring Greenway for the duration of this Agreement.

Article II – Duties of the Participant

- A. Loring Greenway Association designates Ray Harris as a point of contact regarding all communication between Loring Greenway Association and City regarding the Loring Greenway and this Agreement.
- B. The Participant agrees to adopt the Loring Greenway, (Outlets A and B Loring Park Development First Addition).

By adopting said greenway, the Loring Greenway Association agrees to at its own expense to perform and/or contract for the following activities on The Loring Greenway (excluding the playground):

Category A: PLANTS

1. Plant, relocate, and remove plants and bushes to and from any location on Loring Greenway.
2. Add mulch, compost, and any variety of fertilization throughout the Greenway
3. Provide ongoing maintenance -- weeding, trimming, seeding, watering, cutting and removing Plants.

4. Utilize volunteers and/or contract consultants and appropriate supplies (rakes, brooms, etc., and necessary vehicles) to further facilitate planting and maintenance program.
5. Utilization of protective fencing, staking, temporary signage in order to further plant maintenance program.
6. Temporary shutdown of center fountain during spring planting program.
7. Mowing and trimming of grass adjacent to plant-beds.

Category B: TREES

1. Fertilization of any or all Greenway trees and surrounding areas
2. Equipment and personnel necessary for special tree treatments
3. Equipment and personnel necessary for any tree related work as recommended by
4. Rainbow Tree, and/or Ralph Sievert, Chief Forester, MPRB

Category C: ACTIVITIES/PROGRAMS

1. Permission to sponsor programs, activities (e.g., garage sale, art fairs, carolers, skits, Parades) will be handled on a case-by-case basis through Public Works established Plaza Use Permit process.
- C. 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.
- D. 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 the
City of Minneapolis

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Countersigned: _____
Finance Officer

Date: _____

Department Approved: _____
Public Works

Approved as to form:

Assistant City Attorney