

**JOINT POWERS AGREEMENT**  
**Among**  
**the BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL,**  
**RAMSEY COUNTY,**  
**and**  
**the VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION**  
**for the**  
**VADNAIS-SUCKER LAKE REGIONAL PARK/GREAT RIVER GREENING**  
**RESTORATION PROJECT**

THIS JOINT POWERS AGREEMENT (“**Agreement**”) is made and entered into this 12th day of April 2022, by and among the Board of Water Commissioners of the City of Saint Paul (“**Board of Water**”), Ramsey County on behalf of its Parks & Recreation Department (“**Ramsey County**”), and the Vadnais Lake Area Water Management Organization (“**VLAWMO**”), a Minnesota joint powers organization. The Board of Water, Ramsey County, and VLAWMO may hereinafter be referred to individually as a “party” or collectively as the “parties.”

**RECITALS**

- A. Vadnais-Sucker Lake Regional Park (“**Park**”) is an integral protected area in the Vadnais Lake Area Watershed, which is part of the Water Board’s system of lakes and land area that deliver raw water to the McCarron’s Treatment Facility. Ramsey County has a prior maintenance agreement to support and maintain the Park.
- B. VLAWMO worked with the parties to propose restoration work within the Park (“**Project**”) as part of the suite of projects proposed for funding to the State of Minnesota by Great River Greening. Proposal work began in 2019, funding was allocated in 2020, and the landowner agreement was completed in 2021.
- C. The parties agreed to work toward an agreement to support the Project by providing maintenance services for 3-5 years following completion of the landowner agreement between Great River Greening and the Board of Water. The parties may agree to continue some level of maintenance activities beyond 5 years pursuant to the terms and conditions of a separate agreement entered into at that time.
- D. VLAWMO has requested contributions from the parties, and the parties are willing to contribute work crews and supplies toward maintenance of the restoration as detailed below.
- E. Each of the parties are authorized to perform the activities identified in the Agreement and, in such cases of shared powers, Minnesota Statutes, section 471.59 authorizes the parties to exercise those powers jointly through a joint powers agreement.
- F. This Agreement provides additional details regarding maintenance contributions of each party, following restoration of 45 effective acres in the Park as part of the Project. The 45-acre restoration effort is being led by Great River Greening, in accordance with the Great River Greening Cooperative Agreement signed on September 20, 2021, between Great River Greening and the Board of Water.

- G. Restoration work is expected to begin during fall 2022 and be completed in 2023-2024. Maintenance needs will be determined each year through coordination and collaboration among the parties. Maintenance will be conducted as needed for 3-5 years (note that the full level of partner contributions may not be needed during each year of maintenance). After that time, the parties will collaborate to determine ongoing, likely lower, maintenance needs going forward.

## AGREEMENT

In consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **Maintenance activities and In-Kind Contributions.** Each party agrees to make its work crews and/or supplies available to contribute to the maintenance effort as needed as provided in this section. Each party is responsible for the costs of the labor and supplies it provides under this Agreement.
  - a. **Board of Water.** The Board of Water shall provide a crew of 3 laborers for a week in the spring or summer for follow up clearing/grubbing/spraying. This translates to  $3 \times 40 = 120$  person hours. The Board of Water shall also pay for the chemicals if needed for follow-up herbicide treatments.
  - b. **Ramsey County.** Ramsey County shall provide a Conservation Corps crew of 4 laborers for 2-5 days for follow-up clearing/grubbing/spraying in spring or fall. This translates to  $4 \times 20 = 80$  up to  $4 \times 40 = 160$  person hours. This contribution is dependent upon a Conservation Corps crew that is in place and working with Ramsey County for a given year, as has been done and is consistent with recent years. Ramsey County is also willing to contribute staff time to visit the site and coordinate with VLAWMO to determine specific maintenance needs up to 2x per year.
  - c. **VLAWMO.** VLAWMO shall provide a corrections crew of 6-12 laborers for 1 day for follow-up clearing/grubbing/spraying in spring or fall. Normal crew size is 12 laborers; crew size has been reduced during the COVID pandemic so that crews are currently running at 6 laborers (in 2020 and 2021). This translates to  $6 \times 8 = 48$  up to  $12 \times 8 = 96$  person hours. Additionally, VLAWMO will promote and host volunteer workdays in this restoration area with their current program for University of Minnesota Community-engaged Learners and community volunteers. VLAWMO is also willing to contribute staff time to visit the site and coordinate with Ramsey County to determine specific maintenance needs up to 2x per year.
2. **Level of Maintenance.** Each year during the term of this Agreement the parties agree to discuss and determine the level of maintenance needed in the upcoming season. The agreed upon maintenance activities shall be carried out pursuant to this Agreement without the need to formally act to amend it each year. Any such written understandings reached as to the annual maintenance activities shall be incorporated in and made part of this Agreement.
3. **Park Access.** Ramsey County grants the other parties and their employees, agents, and contractors a temporary nonexclusive license to enter the Park as may reasonably be needed to perform the

agreed upon maintenance services. The maintenance activities shall be carried out in a way that does not unreasonably interfere with the other uses occurring in the Park. The license shall terminate upon the termination of this Agreement.

4. **Term and Termination.** This Agreement shall be effective as of the date of the last party to execute it and it shall continue in effect until the agreed upon termination of maintenance activities, but in no case later than five years after the start of maintenance activities performed pursuant to this Agreement (which are to begin after completion of the Project). This Agreement may be terminated by either party at any time, and for any reason, on 30 days' written notice of termination provided to the other parties.
5. **Employees; Worker's Compensation.** Any and all employees of each party, and all other persons engaged by that party in the performance of the maintenance work or any other work or services required or contemplated by this Agreement, shall not be considered employees of the other parties. Any and all claims that might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, shall in no way be the obligation or responsibility of the other parties.
6. **Entire Agreement; Amendments.** This Agreement, together with the recitals, which are incorporated herein, constitutes the entire agreement between the parties and no modifications of its terms shall be valid unless reduced to writing and signed by both parties.
7. **Cooperative Activity.** To the fullest extent permitted by law, all activities by the parties under this Agreement are intended to be and shall be construed as a "cooperative activity," and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of determining total liability, as set forth in Minnesota Statutes, section 471.59, subd. 1a. Nothing in this Agreement is intended to alter, or shall be interpreted as altering, the treatment of the parties as a single governmental unit. For purposes of Minnesota Statutes, section 471.59, subd. 1a, each party expressly declines responsibility for the acts or omissions of the other parties.
8. **Insurance & Indemnity.** Each party agrees that it is solely responsible for its own acts and omissions, and those of its agents and employees or contractors. Each party agrees to carry liability insurance to the extent of liability limits under Minnesota statutes Section 466.04, as amended, unless is a duly authorized self-insured entity as allowed under applicable state law. No party shall be required to pay to the other parties any amount as indemnification under this Agreement, whether arising pursuant to this Agreement, expressly, by operation of law, or otherwise.
9. **Data Practices and Records.** The parties shall manage all data created, collected, received, stored, used, maintained, or disseminated pursuant to this Agreement in accordance with, and subject to the requirements of, the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
10. **Liability.** Each party is responsible for its own acts and the results thereof to the extent authorized by law and a party is not responsible for the acts of the other party or the results thereof. Nothing

in this Agreement shall constitute a waiver of any limits on or exclusions from liability available to it under Minnesota Statutes, chapter 466 or other law.

- 11. **No Third-Party Rights.** This Agreement is solely for the benefit of the parties. This Agreement shall not create or establish any rights in or for the benefit of any third party.
- 12. **Compliance.** Each party shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in carrying out their respective duties under this Agreement.
- 13. **Applicable Law.** The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within the County of Ramsey, State of Minnesota, regardless of the place of business, residence, or incorporation of Contractor.
- 14. **Notices.** A notice, demand, or other communication under this Agreement by either party to the other will be sufficiently given if it is dispatched by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party at the addresses listed below with receipt thereof presumed on the third business day thereafter. Either party may designate another address, or attorney for receipt of notices pursuant to this Agreement by designating in writing and forwarding such writing to the other party as provided in this section.

*If to the Board of Water Commissioners:*

Saint Paul Regional Water Services  
ATTN: Justine Roe  
1900 Rice St.  
St. Paul, MN 55113  
651-266-1628  
[justine.roe@ci.stpaul.mn.us](mailto:justine.roe@ci.stpaul.mn.us)

*If to VLAWMO:*

Vadnais Lake Area Water Management Organization  
ATTN: Dawn Tanner  
800 County Rd E  
Vadnais Heights, MN 55127  
651-204-6074  
[dawn.tanner@vlawmo.org](mailto:dawn.tanner@vlawmo.org)

*If to the County:*

Ramsey County Parks and Recreation Department  
ATTN: Michael Goodnature  
2015 North Van Dyke St.  
Maplewood, MN 55109  
651-363-3770  
[mike.goodnature@co.ramsey.mn.us](mailto:mike.goodnature@co.ramsey.mn.us)

- 15. **Incorporation of Recitals.** The parties agree that the Recitals are true and correct, and are incorporated herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the date of the last party to execute it.

| <b>Board of Water Commissioners of the City of Saint Paul</b>         | <b>Ramsey County</b>   |
|---|--|
| By: _____<br>Mara Humphrey, President                                 | By: _____<br>Trista MatasCastillo, Chair<br>Ramsey County Board of Commissioners |
| Date: _____   | Date: _____  |
| By: _____<br>Mollie Gagnelius, Secretary                              | By: _____<br>Mee Cheng, Chief Clerk<br>Ramsey County Board of Commissioners      |
| Date: _____   | Date: _____  |
| By: _____<br>John McCarthy, Director, Office of<br>Financial Services | By: _____<br>Mark McCabe, Director, Parks and<br>Recreation                      |
| Date: _____   | Date: _____  |
| <i>Approved as to form:</i>   | <i>Approved as to form:</i>  |
| By: _____<br>Lisa Veith, Senior Assistant City<br>Attorney            | _____<br>Assistant Ramsey County Attorney  |
| Date: _____   | Date: _____  |

|   |  |
|---|--|
| Assistant Saint Paul City Attorney  |  |
| <b>Vadnais Lake Area Water Management Organization</b><br><br>By: _____<br>_____<br>(Printed Name)<br>Its: _____<br><br>Date: _____ |  |