

AMENDMENT No. 1
to
WATERWORKS AGREEMENT BETWEEN
THE BOARD OF WATER COMMISSIONERS
and
COMMUNITY ACTION PARTNERSHIP OF
RAMSEY AND WASHINGTON COUNTIES

THIS AMENDEMENT No. 1 made and entered into this _____ day of _____ 2025, by and between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a Minnesota Municipal Corporation whose address is 15 W Kellogg Blvd., Saint Paul, Minnesota 55102, (“Board”), and **COMMUNITY ACTION PARTNERSHIP OF RAMSEY AND WASHINGTON COUNTIES**, a Minnesota Non-Profit Corporation whose address is 450 North Syndicate Street, Saint Paul, Minnesota 55104 (“CAPRW”)

WHEREAS, Board and CAPRW have previously entered into an agreement to establish a WaterWorks program to assist financially needy customers of the Board with payment of their water and sewer bills dated on January 11th, 2000, hereinafter referred to as the “agreement”; and

WHEREAS, The parties wish to amend the Agreement in the manner described below

WHEREAS, Board has customers who fail to pay their water or sewer bills due to a lack of adequate financial resources; and

WHEREAS, Board desires to assist these financially needy customers; and

WHEREAS to meet these obligations, Board will continue to operate the WaterWorks program which is a voluntary contribution program initiated by Board and administered jointly by Board and CAPRW with funding of ten percent of the total monies disbursed under the Program annually in administrative costs to CAPRW; and

WHEREAS, CAPRW continues to be qualified and desires to continue to provide administrative services for the WaterWorks program;

NOW, THEREFORE, the parties, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1. Recitals incorporated. The above recitals are hereby incorporated herein.

SECTION 2. Continuation of WaterWorks Program. Board and CAPRW hereby agree to jointly manage the WaterWorks Program to assist financially needy customers with their water bills (the "Program") by soliciting and disbursing voluntary contributions by the terms and conditions of this Agreement.

SECTION 3. Tasks and Responsibilities.

A. CAPRW agrees to provide all administrative and coordination services for the Program. Specifically, CAPRW agrees to perform the following tasks and responsibilities:

Task & Responsibility 1 Provide and enforce verifiable financial and eligibility guidelines for customer participation, as discussed in SECTION 16. Eligibility.

Task & Responsibility 2. Provide intake and referral assistance.

Task & Responsibility 3. Verify eligibility and authorize payments for water bills as required, which bills shall not exceed \$300.00 per customer in any calendar year (January-December).

Task & Responsibility 4. Produce and maintain all records, which shall be maintained on file and available for review by the parties upon reasonable notice, as described in SECTION 7. Records.

Task & Responsibility 5. CAPRW will charge an administration fee no greater than 10 percent of the total monies disbursed under the Program annually. CAPRW will bill the Board for such administrative fees at the end of every quarter that they were provided in.

B. Board agrees to provide leadership for the solicitation of funds and coordination of the Program

Furthermore, Board staff will:

Task & Responsibility 1. Manage contributions from the Board's customers so long as the Program is in full force and effect.

Task & Responsibility 2. Maintain a separate, designated account for the Program which shall be maintained by Board staff. Furthermore, Board staff will:

a, Deposit all funds raised for the program into the Program account.

b. Authorize payments from the Program account to customer accounts that have been qualified and authorized by CAPRW through internal transfer from the Program account to the qualified customer accounts.

Task & Responsibility 3. Refer Board customers to CAPRW for application to the Program if applicable.

C. Board and CAPRW both agree to the following tasks and responsibilities:

Task & Responsibility 1. Meet with representatives of the other party from time to time to discuss the Program and make any necessary changes or improvements in operations.

SECTION 4. Changes in Scope of Services. Board and CAPRW may mutually agree to changes that would increase, decrease, or otherwise modify the Scope of Services. Increases in scope

and/or corresponding changes in compensation must be requested and authorized in writing and in advance by the Board, as well as by CAPRW.

SECTION 5. Program Managers. CAPRW agrees to assign CAPRW EAP Director, as its WaterWorks Program Manager ("Principal Project Manager"). This individual will coordinate and manage the project under the terms of the Agreement. CAPRW agrees that it shall not remove its Principal Project Manager without the prior written approval of the Saint Paul Regional Water Services General Manager. Any such unauthorized removal shall constitute reasonable grounds for termination of this Agreement by the Board.

It is recognized that questions regarding the conduct of performance under this Agreement may arise. The Board agrees to assign the Customer Service and Billing Supervisor, as its WaterWorks Program manager ("Boards' Project Manager") This individual will coordinate and manage the project on behalf of the Board, answer questions in the day-to-day performance of this Agreement, and have the authority to transmit instructions, receive information, and interpret and define the Board's policy and decisions pertinent to this Agreement.

SECTION 6. Termination or Cancellation. This Agreement will continue in full force and effect unless it is terminated or canceled at an earlier date by either party, under the terms and conditions contained herein.

Either party to this Agreement may terminate or cancel it at will and without cause at any time by giving no less than thirty (30) days written notice of the intent to terminate to the other party. In the event of termination, CAPRW shall provide Board,, upon request, all documents or records developed up to the time of termination.

SECTION 7. Records. CAPRW agrees not to release, transmit, or otherwise disseminate information generated as a result of this Program without prior knowledge and consent of the Board.

SECTION 8. Reports and Evaluation. CAPRW agrees to provide any reports or information requested or required by the Board. Information requested shall be provided or made available within 30 days following a written request. CAPRW further agrees to grant the Board reasonable access to any books and records concerning the Program and any of the funds and activities specified herein. CAPRW further agrees to maintain all books, documents, papers, account records, and other evidence about work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such material available at its office at all reasonable times during the Agreement period and for one (1) year after the conclusion of this Agreement.

SECTION 9. Marketing, Publicity, and Pre-Approval of Documents. Both parties shall market the Program. Unless otherwise agreed by the Parties' Project Managers, all literature, brochures, advertisements or other written communications to be distributed to Program participants, or potential Program participants must be pre-approved by the Parties' Project Managers. Any publicity given to the Program, publications, or services provided resulting from this Agreement, including but not limited to notices, informational pamphlets, press releases, research, reports, signs, and similar public notices shall identify both the Board and CAPRW as sponsoring agencies of the Program. Wherever possible, the parties' logos shall be included in any such

marketing or publicity documents.

SECTION 10. Equal Opportunity Employment. The parties agree that they will not discriminate against any employee or applicant for employment for work under this Agreement because of race, creed, religion, color, sex, sexual or affectional orientation, familial status, national origin, ancestry, age, disability, marital status or status about public assistance, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff, or termination; rates of pay or their form of compensation; and selection for training, including apprenticeship.

SECTION 11. Assignment. The parties each bind themselves and their successors, legal representatives, and assigns of such other party, concerning all covenants of this Agreement. No party may assign or transfer their interest in this Agreement without the written consent of the other parties.

SECTION 12. Independent Contractor. It is agreed by the parties that, at all times and for all purposes within the scope of the Agreement, the relationship of CAPRW to the Board is that of an independent contractor and not that of the employee. No statement contained in this Agreement shall be construed to find CAPRW an employee of the Board and CAPRW shall be entitled to none of the rights, privileges, or benefits of Board employees.

SECTION 13. Subcontracting. CAPRW agrees not to enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the Board.

SECTION 14. Liability and Indemnification. CAPRW shall defend, indemnify, and hold harmless the Board and the City of St. Paul from any claim, loss, judgment, liability, or expense (including reasonable attorney fees) for damage to any property, or for death or injury to any person caused by or arising from the negligent acts or omissions or willful misconduct of its officers, employees, and representatives of the officers, employees or representatives of participating contractors or subcontractors during performance of this Agreement.

SECTION 15. Insurance. CAPRW shall purchase and maintain such insurance as shall protect the Board and the City of St. Paul from claims under Workers' Compensation Acts and from claims for damages because of bodily injury, including death, and property damage which may in any way arise out of or in any remote or proximate manner connected with the performance of this Agreement. CAPRW shall provide Certificates of Insurance related to Worker's Compensation insurance, general liability, and automobile insurance for damages arising from bodily injury and property damage during the work required under this Agreement. The Certificate of Insurance shall name the BOARD of WATER COMMISSIONERS and the CITY OF ST. PAUL is an additional insured.

SECTION 16. Eligibility. CAPRW agrees to take all reasonable steps to verify that all Program participants meet the following criteria:

A. Participant must be a Board residential water and/or sewer customer who is named on the water bill.

B. Participants' income must meet the income criteria established annually by the Minnesota Department of Commerce, or as specified in the WaterWorks "Programs Manual" established jointly by CAPRW and the Board, which is subject to review and revision upon agreement by both parties.

C. Participant must be a single-family homeowner or an owner or renter of a one- to four-unit rental property.

D. Participants must live in a Minnesota County where CAPRW can provide services, which includes Ramsey, Dakota, and Washington Counties in the State of Minnesota.

SECTION 17. Entire Agreement. It is understood and agreed that the entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof.

SECTION 18. Requirement of a Writing. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

SECTION 19. Amendment of Agreement. This Agreement may be amended by further mutual written agreement of the parties thereto.

SECTION 20. Governing Law. The interpretation of this Agreement and the rights and obligations of the parties hereunder shall be construed under and governed by the laws of the State of Minnesota. Venue for all legal proceedings arising from this Agreement (or breach thereof) shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

SECTION 21. No Third-Party Beneficiary. No provision in this Agreement shall be in any way to inure to the benefit of any third person (including the public at large or any Program participants) as to constitute any such person as a third-party beneficiary of the Agreement or of any one or more of the terms hereof or otherwise gives rise to a cause of action in any person, not a party hereto.

SECTION 22. Execution Authority. The parties to this Agreement and the individuals executing this Agreement certify that the appropriate person(s) have executed this agreement on behalf of each party as required by applicable articles, by-laws, resolutions, or ordinances.

SECTION 23. Notice. Any notice between the parties shall be sent by United States mail, postage thereon prepaid, addressed to the individuals named below (or, if necessary, their successors):

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates listed below.

Approved as to form:

**BOARD OF WATER COMMISSIONERS OF
THE CITY OF SAINT PAUL**

By: _____
Racquel Vaske, General Manager
Saint Paul Regional Water Services

By: _____
Mara Humphrey, President

Date: _____

Date: _____

By: _____
Assistant City Attorney

By: _____
Mollie Gagnelius
Secretary

Date: _____

Date: _____

By: _____
John McCarthy
Director, Office of Financial Services

Date: _____

For CAPRW:

Community Action Partnership of Ramsey and
Washington Counties
450 North Syndicate Street, Suite 122
Saint Paul MN 55104