

PROJECT FUNDING AGREEMENT

This Agreement (“Agreement”) is between Capitol Region Watershed District, a watershed district created pursuant to Minnesota Statutes chapter 103D (“CRWD”) and the City of St. Paul (City) to apportion responsibilities related to wetland management planning and restoration in Saint Paul, MN (“Project”).

RECITALS

1. City has an approved Wetland Management Plan (2008) which includes an inventory and classification of existing wetlands.
2. City and CRWD have collaborated on wetland planning, wetland enhancement, and wetland regulation including but not limited to the District 6 Natural Resource Inventory, Willow Reserve restoration, and Como Golf Course in Saint Paul, MN.
3. City has requested assistance from CRWD to prepare a citywide wetland plan update which focuses on identifying feasible and strategic locations for wetland replacement or enhancement projects and an implementation framework in Saint Paul, MN (the “Project”).
4. City will direct the Project and the parties agree to equally participate in funding the Project.

AGREEMENTS

1. Responsibility for Project Elements
 - 1.1. City and CRWD will work cooperatively to develop a project approach that is acceptable to both parties.
 - 1.2. City will prepare or contract for the preparation of all plans, specifications, proposals, and estimates for the Project.
 - 1.3. City will award a contract and pay the contractor for all costs related to the Project.
2. Responsibility for Project Costs
 - 2.1. The parties agree to participate in the costs of the Project as follows:
CRWD: 50% of actual expenses not to exceed \$45,000
City: 50% of actual expenses not to exceed \$45,000
 - 2.2. No party will be obligated to participate in the costs of the Project in excess of the amounts specified above without that party’s written agreement.
 - 2.3. Reimbursement by CRWD will be made to City within 45 days of invoice.

3. Project Administration

- 3.1. City will oversee and administer the work of the Project.
- 3.2. City will provide CRWD the opportunity to review and edit all deliverables on the Project.
- 3.3. City will consult with CRWD during the course of work of the Project, and in any significant change orders to the work of the Project.
- 3.4. CRWD will participate in meetings, discussions, site visits, and project review as requested.
- 3.5. CRWD and City will have the joint authority to make final decisions in the acceptance of the work of the Project and any final deliverables.

4. Data and Access

- 4.1. CRWD will provide City and City's contractor with all existing plans needed to complete the project including but not limited to those for District 6 Natural Resource Inventory, Willow Reserve restoration, and CRWD's 2010 Wetland Management Plan.
5. The results of the Project shall be the shared property of CRWD and City. CRWD and City shall recognize the other as a partner in any public promotion of the Project or its findings.
6. Cooperation and Compliance with Minnesota and Federal Law. Parties agree to cooperate in any manner necessary to effectuate this agreement or complete the Project. Parties understand that funding for the Project includes funds from CRWD and City, and that each of these sources might have requirements for funding, contracting, procurement, data practices, prevailing wage, or record-keeping that is in addition to those included herein. Parties agree to cooperate in meeting any of these additional obligations.
7. Records. All parties agree to maintain records of costs pertaining to the Project in accordance with Minnesota Statutes and relevant internal record keeping and accounting procedures.
8. Modification. It is understood and agreed by the parties hereto that this agreement shall not be modified or amended except in writing duly signed by each of the parties.

Made as of the ___ day of _____, 2021, by and between the parties listed below.

CAPITOL REGION WATERSHED
DISTRICT

CITY OF SAINT PAUL

By: _____
Joseph Collins
Board President

By: _____
Mayor

By: _____
Mark Doneux
District Administrator

By: _____
Office of Financial Services

Approved as to Form:

Approved as to Form:

By: _____
James A Mogen
Assistant Ramsey County Attorney
Attorney for CRWD

By: _____

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