

CAPITOL REGION WATERSHED DISTRICT
COOPERATIVE AGREEMENT WITH THE CITY OF ST. PAUL

RE: McMurray Field Stormwater Diversion Project
Cost-share for costs related to Construction of the Stormwater Diversion Infrastructure

Exhibits: 1. Feasibility Study
2. Construction Plans and Specifications
3. St. Paul Reimbursement Request Letter

THIS AGREEMENT, by and between the City of St. Paul, hereinafter referred to as the “City,” and the Capitol Region Watershed District, hereinafter referred to as the “District.”

WITNESSETH:

WHEREAS, the District has an approved Watershed Management Plan which includes funding for implementing Best Management Practices throughout the Watershed District; and

WHEREAS, the District has adopted and approved the 2017 Budget and Workplan which include funding for Special Projects and Grants; and

WHEREAS, the District and the City have worked cooperatively over the past several months to develop a project approach that is acceptable to both parties; and

WHEREAS, the City and CRWD prepared concept and construction plans and specifications for the construction of the McMurray Field Stormwater Diversion Project; and

WHEREAS, the District and the City have a desire to reduce stormwater runoff to Como Lake and have identified a potential volume reduction and stormwater reuse project beneath the McMurray Athletic Fields; and

WHEREAS, the District Board of Managers has authorized payment of no more than \$80,605.80 for the construction costs of the stormwater diversion infrastructure as defined in the attached exhibits; and

WHEREAS, the City is committed to funding the remainder of the project costs; and

WHEREAS, the City is committed to the on-going ownership and maintenance of the stormwater infrastructure; now, therefore,

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

The City shall engage a contractor to complete the construction of the McMurray Stormwater Diversion consistent with the plans and specifications reviewed by the District.

The District shall pay the City \$80,605.80, but not to exceed the City’s actual costs, for items related to the Diversion as identified in the exhibits of this agreement. Payment will be in the form of reimbursement following receipt of documentation from the City that the work has been completed satisfactorily. Payment will be based on actual quantities and cost for each item.

The City shall complete the project and request reimbursement no later than December 31, 2017.

The City is responsible for future maintenance of the infrastructure.

The City will cooperate with District staff to determine the feasibility and future implementation of a stormwater volume reduction and reuse system beneath the McMurray Athletic Field Complex.

The City agrees to defend, indemnify, and hold harmless the District against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City and/or those of the City employees or agents. The District agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the District is responsible caused by or resulting from negligent acts or omissions of the District and/or those of the District employees or agents. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

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.

This agreement shall remain in full force and effect until terminated by mutual agreement of the City and the District.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF ST. PAUL

CAPITOL REGION WATERSHED DISTRICT

By: _____
Name: Mike Hahm
Title: Director, Parks and Recreation

By: _____
Mark Doneux
District Administrator

By: _____
Name: _____
Title: Director, Office of Financial Services

By: _____
Assistant County Attorney for CRWD

Approved as to Form:

By: _____
Name: Virginia Palmer
Title: Assistant City Attorney