

PROJECT FUNDING AGREEMENT

This Agreement (“Agreement”) is between Capitol Region Watershed District, a watershed district created pursuant to Minnesota Statutes chapter 103D (“CRWD”) and City of Saint Paul (“City”) to apportion responsibilities related to Trout Brook Storm Sewer Hydraulic, Hydrologic and Water Quality Detailed Modeling and Reporting (“Project”).

RECITALS

1. CRWD has an approved Watershed Management Plan which includes funding for investigating and addressing flooding and water quality issues throughout the Watershed District.
2. CRWD owns and maintains the Trout Brook Storm Sewer Interceptor (TBI) which provides drainage for a significant portion of the City and City’s sewer infrastructure.
3. City has allocated funding to support elements of Project benefitting City.
4. CRWD will direct and manage the Project, and City agrees to participate in the funding and execution of the Project to conduct Hydraulic, Hydrologic and Water Quality Detailed Modeling and Reporting for the Trout Brook Storm Sewer.

AGREEMENTS

1. Responsibility for Project Elements
 - 1.1. CRWD has developed a project approach that is acceptable to City.
 - 1.2. CRWD has requested quotations for the Project in accordance with state law and watershed district statute, and CRWD procurement and contracting policies.
 - 1.3. CRWD has contracted for the preparation of all plans, specifications, proposals, and estimates for the Project and will pay the consultant 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:

City: Actual expenses related to Project scope task 3a identified in Exhibit A as “XP-SWMM model conversion to Saint Paul methodology”.

CRWD: All remaining Project costs.
 - 2.2. Payment by City will be made to CRWD within 45 days of final invoice.

3. Project Administration

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

4. Data and Access

- 4.1. City will provide CRWD and CRWD's consultant with all existing data needed to complete the project including but not limited to those for storm sewer GIS data, record drawings, BMP inventory data, bathymetric data, building structure footprints, permit locations, site plans including rate control areas, and existing models.
 - 4.2. City will provide CRWD and CRWD's consultant with access to the City's "PW Sewer Portal".
 - 4.3. City will provide access for CRWD and CRWD's consultant to publicly inaccessible property owned by City for the purposes of surveys, soil borings, or other investigative field work as needed.
5. The results of the Project shall be the property of CRWD with the exception that the portion of the Project "XP-SWMM model conversion to Saint Paul methodology" described in section 2.1 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. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, council members, employees, and agents from any and all actions, costs, damages, and liabilities of any nature arising from the other party's, or any other contracted non-party's, negligent or otherwise wrongful act or omission, or breach of a specific contractual duty.
 7. 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.

8. 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.
9. 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.
10. This Agreement shall remain in full force and effect until completion of all required deliverables, or mutual agreement of the parties, whichever occurs first.

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: _____

Bruce Elder
Sewer Utility Manager

By: _____

Mark Doneux
District Administrator

By: _____

Sean Kershaw
Public Works Director

Approved as to form:

Approved as to form:

By: _____

James A Mogen
Assistant Ramsey County Attorney
Attorney for CRWD

By: _____

City Attorney