

ADDENDUM NO. 1 TO AGREEMENT FOR WATER SERVICE

between

BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

and

CITY OF MINNEAPOLIS

This **ADDENDUM NO. 1 TO AGREEMENT** is made and entered into on this ____ day of _____, 2020, by and between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a municipal corporation under the laws of the State of Minnesota d/b/a Saint Paul Regional Water Services (the “Board”), and the **CITY OF MINNEAPOLIS** (“Minneapolis”), a Minnesota home rule charter city.

WITNESSETH:

WHEREAS, the parties entered into an Agreement for Water Service the 12th day of September 2017 (“Original Agreement”) which set forth the terms and conditions for the use of an interconnection between the two water supply systems located at the border of Minneapolis and Saint Paul within the University Avenue right-of-way; and

WHEREAS, the parties desire to execute an Addendum to the Agreement (“Addendum”) to include a second interconnection located at the border of Minneapolis and Saint Paul within the Como Avenue right-of-way under the same terms and conditions contained in the Original Agreement; and

WHEREAS, staff from both parties have determined that this additional connection is feasible and is in the interest of both parties;

NOW, THEREFORE in consideration of the mutual covenants contained herein, the Board and Minneapolis do hereby agree as follows:

1. CONSTRUCTION AND OWNERSHIP OF CONNECTION NO. 2

Construction of the connection vault and connection appurtenances (“Connection No. 2”) shall be accomplished during Saint Paul Regional Water Services Project No. 20-00-006 in conjunction with City of Saint Paul Public Works Project No. 20-P-8178, Como Avenue Reconstruction Phase III. The location and details of construction are described and depicted in Exhibit “Add-1 A”, attached hereto and incorporated herein. Connection No. 2 shall be jointly owned by the Board and Minneapolis.

2. COST AND PAYMENT FOR CONNECTION NO. 2

The Board will make payment to the contractor awarded the project by the City of Saint Paul for all costs associated with the installation of Connection No. 2.

The Minneapolis section of Connection No. 2 includes (1) installing a water utility hole west of the planned Connection No. 2 work to accommodate Minneapolis forces for the installation of a 12" gate valve and 48" manhole, (2) the removal of the existing and installation of a new 12"x8" cross, (3) the installation of 12" water main with a 12" gate valve and 48" manhole reduced to 10" water main prior to entering the interconnect vault, (4) all fittings and reducers necessary to complete the connection, (5) payment by Minneapolis of 50% of the costs for installing the interconnect vault and the purchase of a 10" meter, and 20% of the total costs for engineering, administration and participation fees ("Minneapolis Section, Connection No. 2"). The estimated costs for the Minneapolis Section, Connection No. 2 construction are shown in Exhibit "Add-1 B", attached hereto and incorporated herein. The Board will invoice Minneapolis for its share of actual costs of Minneapolis Section, Connection No. 2, which shall include the design and engineering fees related to Minneapolis Section, Connection No. 2. Payment will be made to Board by Minneapolis within 30 days of receipt of an invoice. The Board will be responsible for all remaining costs related to Connection No. 2.

3. MAINTENANCE AND USE OF CONNECTION NO. 2

It is agreed by the parties that the terms and conditions regarding the maintenance and use of the original connection vault and its appurtenances shall also apply to Connection No. 2.

4. TERM

This Addendum No. 1 shall be effective upon the date first written and shall terminate only in the event the Original Agreement is terminated in accordance with the terms set forth therein. All terms and conditions in the Original Agreement shall remain in full force and effect except as otherwise set forth in this Addendum.

5. COUNTERPARTS

The parties may sign this Addendum No. 1 to Agreement ("Addendum") in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

6. ELECTRONIC SIGNATURES

The parties agree that the electronic signature of a party to this Addendum shall be as valid as an original signature of such party and shall be effective to bind such party to this Addendum. The parties further agree that any document (including this Addendum and any attachments or exhibits to this Addendum) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to

constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Addendum.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Approved:

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

By _____
Stephen P. Schneider, General Manager
Saint Paul Regional Water Services

By _____
Mara Humphrey, President

Approved as to form:

By _____
Mollie Gagnelius, Secretary

By _____
Lisa Veith,
Assistant City Attorney

By _____
John McCarthy, Interim Director
Office of Financial Services

Approved as to form:

CITY OF MINNEAPOLIS

By _____
Assistant City Attorney

By _____
Glen Gerads, Director
Water Treatment & Distribution Services

By _____
Finance Office