

PROJECT FUNDING AGREEMENT

This Agreement (“Agreement”) is between Capitol Region Watershed District, a watershed district created pursuant to Minnesota Statutes chapter 103D (“CRWD”), City of Saint Paul (“City”), and Lower Phalen Creek Project (LPCP), a 501(c)(3) environmental conservation nonprofit organization, collectively referred to as “Partners”, to apportion responsibilities related to Swede Hollow Creek Enhancement Feasibility Study (“Project”).

RECITALS

1. CRWD adopted a Watershed Management Plan in 2020 which includes technical support and funding for water resource and natural resource investigation and planning within Swede Hollow Park in Saint Paul, MN.
2. City owns and maintains Swede Hollow Park and adopted a Master Plan in 2019 that identifies access to water to celebrate historical and cultural significance, daylighting Phalen Creek, enhancing aquatic habitat for wildlife, water quality protection and investigation of additional sources of water as high priorities.
3. LPCP and CRWD have coordinated previous water resource investigations in the vicinity of Swede Hollow Park that may inform the Project.
4. LPCP has agreed to participate in the funding of the Project.
5. CRWD will direct and manage the Project, and City and LPCP agree to participate as primary stakeholders in the execution of the Project.

AGREEMENTS

1. Responsibility for Project Elements
 - 1.1. CRWD has developed a project approach that is acceptable to the Partners.
 - 1.2. CRWD will develop a request for proposals to complete the Project which will include an anticipated scope of work and project cost. City and LPCP will be given the opportunity to review the request and will provide written approval of the request before it is distributed by CRWD.
 - 1.3. CRWD will request proposals for the Project in accordance with state law and watershed district statute, and CRWD procurement and contracting policies.
 - 1.4. CRWD will contract with a consultant 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 Partners agree to participate in the costs of the Project as follows:

LPCP: \$23,500 paid to CRWD for expenses related to the Project, and up to \$5,000 paid to the City for their staff time participating in the Project.

CRWD: All remaining Project costs associated with CRWD's contracted consultant.

2.2. CRWD will invoice LPCP at the completion of the Project unless an earlier time is agreed upon by both parties.

2.3. The City will invoice LPCP at the completion of the Project unless an earlier time is agreed upon by both parties.

2.4. Payment by LPCP will be made to CRWD within 45 days of invoice.

2.5. Payment by LPCP will be made to the City within 45 days of invoice.

3. Project Administration

3.1. CRWD will oversee and administer the work of the Project.

3.2. CRWD will provide City and LPCP the opportunity to review and comment on all Project deliverables.

3.3. CRWD will consult with City and LPCP during the course of the Project, and in any significant change orders to the work of the Project.

3.4. City and LPCP 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, change orders, and final deliverables.

4. Data and Access

4.1. City will provide CRWD and CRWD's consultant with existing historical and current data available to complete the project including but not limited to those for storm sewer GIS data, record drawings, elevation surveys including bathymetry data, plans for upcoming projects, existing models, and inventories of soils, wetlands, and vegetation.

4.2. City will provide CRWD and CRWD's consultant with access to the City's Record Center. Access will be given by City only after a Department of Public Works Data Distribution Form is submitted and approved by the City.

City will provide access for CRWD and CRWD's consultant to publicly inaccessible infrastructure and property owned by City for the purposes of surveys, soil borings, or other investigative field work as needed. Access will be given by City only after a Right of Entry Permit has been executed between CRWD and the City.

5. The results of the Project shall be the property of the Partners. All Partners shall recognize the others as partners in any public promotion of the Project or its findings.
6. Each party agrees to indemnify, defend, and hold harmless the other parties, its officers, council members, employees, and agents from any and all actions, costs, damages, and liabilities of any nature arising from the negligent or otherwise wrongful act or omission, or breach of a specific contractual duty, by the first party, or the first party's agent, employee, or contracted non-party.
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 LPCP, 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 to the extent reasonably possible 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.
11. Counterparts. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
12. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this License 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 Agreement.

Made as of the ____ day of _____, 2022, by and between the parties listed below.

CITY OF SAINT PAUL

LOWER PHALEN CREEK PROJECT

By: _____
Mike Hahm, CPRP
Director, Parks and Recreation

By: _____
TBD
(TITLE)

By: _____
Sarah K. Sullivan
Assistant City Attorney
Civil Division

By: _____
TBD
(TITLE)

Approved as to form:

Approved as to form:

By: _____
TBD
(TITLE)

By: _____
TBD
(TITLE)

CAPITOL REGION WATERSHED
DISTRICT

By: _____
Joseph Collins
Board President

By: _____
Mark Doneux
District Administrator

Approved as to form:

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