

**Joint Powers Agreement Between
Ramsey County
Vadnais Lake Area Water Management Organization
Board of Water Commissioners of the City of Saint Paul
and
Ramsey Conservation District**

This **AGREEMENT** ("Agreement") is entered into this ____ day of _____, 2017 by and between Vadnais Lake Area Water Management Organization ("VLAWMO"), Ramsey County through the Ramsey County Parks and Recreation Department ("County") and the Board of Water Commissioners of the City of Saint Paul ("Water Board"), and Ramsey Conservation District ("RCD") (collectively the "Partners").

WITNESSETH:

WHEREAS, Parkland within the Vadnais-Sucker Lake Regional Park is owned by the City of Saint Paul Board of Water Commissioners (Water Board) and managed by the County pursuant to a Joint Powers Agreement between the Water Board and Ramsey County dated November 22, 1994; and

WHEREAS, VLAWMO has identified the Sucker Lake channel of water from Highway 96 stretching into Sucker Lake as an area requiring restoration due to active erosion; and

WHEREAS, VLAWMO hired HDR Engineering, Inc. to perform analysis of the site and hired Ramsey Conservation District (RCD) to perform the design work for restoration of the Sucker Lake Channel; and

WHEREAS, VLAWMO convened a team of stakeholders and regulators, including representatives from VLAWMO, RCD, Water Board and County, which determined that restoration of the Sucker Lake Channel (the "Project") is a priority; and

WHEREAS, County, RCD and the Water Board have expressed support and interest in partnering with VLAWMO on the Project; and

WHEREAS, the County has also identified additional recreation infrastructure improvements and site amenities to be included as part of the Project; and

WHEREAS, for project efficiencies, the County is acting as the lead Agency for design and construction of the Project; and

WHEREAS, the County has estimated the Project costs to be approximately \$336,000;

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, VLAWMO, County, RCD and the Water Board (each a "Partner" and collectively, the "Partners") agree as follows:

1. Joint Implementation

As a means of addressing the implementation and continuation of the Project, this Agreement is intended to provide the framework for the Partners to jointly coordinate activities as necessary, based on their respective roles and responsibilities for this endeavor. The Project shall be constructed in accordance with project plans and specifications approved by the Partners, incorporated herein by reference, copies of which are on file in the offices of the Partners.

2. Cost Participation

All Partners have established budgets toward this project. Bids will be prepared and solicited so that the work accomplished matches available funds. Once bids have been received, the Partners will determine if the entire project can be completed at this time or if the project will need to be divided into phases and completed as funding allows.

- a. Cost Overruns of the Project from the Contractor resulting in Change Orders will be jointly reviewed by all Partners or affected Partner for approval.
 1. Overruns caused as a direct result from requested construction activities by a Partner or Partners will be responsible for the associated cost overruns.
 2. Overruns caused as a direct result from requested construction activities that will either provide benefit to all Partners or is commonly shared between Partners shall share the cost based on a mutually agreed percentage.
- b. Partners will pursue other funding sources to assist in covering overrun costs of the project if these costs exceed existing budgets. Each Partner will be responsible for their own budget.

3. VLAWMO Responsibilities

VLAWMO agrees it will be responsible for performance of the following tasks:

- a. Coordinate maintenance of the Project planting components of the site for the second through fifth year after completion of work. Maintenance shall include only the native planting buffer so that the presence of at least 75% of the original planted species can be found on site and/or that the overall density of vegetation is comprised no less than 75% native species.
- b. Coordinate with Partners to develop, produce and install environmental signage as part of the planting portion of the Project. All signage design and locations must be approved by the County.
- c. Contribute an amount up to \$65,000 towards design, construction, and maintenance of plant material of the Project. To date, VLAWMO has spent \$11,300 of this contribution towards the feasibility and design work, leaving \$53,700 towards project costs, maintenance of plant components, environmental signage, and match to RCD grant in the amount of \$15,125. Project funds shall be payable to the County. The County shall submit receipts for Project costs to VLAWMO for reimbursement.

4. County Responsibilities

County agrees it will be responsible for performance of the following tasks:

- a. Act as the Project Administrator, fiscal manager, and main point of contact for the Project.

- b. Responsible for necessary project design including all project designs consisting of, but not limited to project plans, specifications and shop drawings. County will coordinate any related design, or information for the Project to Partners for review and comment.
- c. Manage the bidding process and provide oversight during installation.
- d. Coordinate all necessary permits.
- e. Provide and install benches, picnic tables, and trash/recycle receptacles where it deems appropriate. Concrete pads necessary for installation shall be provided as a project cost and installed by the contractor.
- f. Provide and plant trees in proposed locations as designated on the plan. All tree species and locations shall be determined by the County.
- g. Perform all maintenance on hardscape components incorporated into the work of the Project such as, but not limited to asphalt trails, pavers, turf, concrete walkways, site amenities, split rail fence, limestone boulders/retaining wall, and any other agreed components with Project Partners after completion of work.
- h. Perform all inspections and maintenance for planting work of the Project beginning at six years after completion of work.
- i. Contribute an amount up to \$180,500.00 in Legacy Amendment grant funds towards the construction costs of the Project. County funds are comprised of \$28,500 of FY 2015 Parks and Trails Legacy funds and \$152,000 FY 2018 Parks and Trails Legacy Funds. Parks and Trails FY 2018 funds will be available July 1, 2017 after approval by the State of Minnesota. The County funds will be available after receipt from the State of Minnesota.

5. Water Board Responsibilities

Water Board agrees it will be responsible for performance of the following tasks:

- a. Upon receiving a five-day advanced written request from County, the Water Board will lower the water level in Sucker Lake Channel to a level of minus 2.6 feet, as measured on the Sucker Lake Headwall. The Water Board will operate the channel at that lower level during construction of the Project, provided that a higher level is not required to provide for the needs of the Water Board, as solely determined by the Water Board. The Water Board shall provide 24-hour written notice to VLAWMO prior to raising the water level.
- b. Contribute \$30,000.00 towards the costs of the Project, payable to the County. The County shall submit receipts for Project costs to the Water Board for reimbursement.

6. RCD Responsibilities

RCD agrees it will be responsible for performance of the following tasks:

- a. The RCD will be responsible for all administrative and financial reporting to the Board of Soil and Water Resources for the Clean Water Grant.
- b. RCD will provide initial design plans for the shoreline planting with a high priority given to pollinator-friendly plants.
- c. RCD will review packet materials prior to request for bids.
- d. Coordinate the purchase of material for the planting portion of the project such as but not limited to plants, mulch material, and protective fencing.
- e. Coordinate installation and onsite inspections of Project planting components.
- f. RCD technical staff will provide project oversight during the installation of the Project with weekly site visits or more often as needed after completion of the Project, the RCD

will complete the required plant inspections and maintenance of the planting buffer only for year one after installation of the project. Maintenance shall include only the native planting buffer so that the presence of at least 75% of the original planted species can be found on site and/or that the overall density of vegetation is comprised no less than 75% native species.

- g. Contribute an amount up to \$54,000 towards construction of the Project components including maintenance of plant material of the Project and \$6,500 for design costs for RCD technical staff, as well as construction oversight costs. RCD funds are comprised of a Clean Water Fund Grant in the amount of \$60,500 which requires a 25% match in the amount of \$15,125 provided by VLAWMO. The Project contract number is S17-01 with Conservation Practices 580, 608, with project start date before 30-November-2018 and finish by 30-November-2019. The Clean Water Fund grant requires the project to be maintained for a minimum of ten years. RCD will remain the fiscal agent to for the RCD grant. Project cost shall be payable to the County. The County shall submit receipts for Project costs to RCD for reimbursement.

7. Maintenance Responsibilities

As a means of addressing maintenance responsibilities for the project, each partner will address maintenance responsibilities based on their respective roles and ownership of completed project components.

- a. Maintenance of project components is referred to a routine maintenance. Routine Maintenance, also known as preventive, preventative or cyclical maintenance of project components for on-going care and upkeep without major replacement or repair. Typical routine maintenance consists of but is not limited to cleaning, sweeping, mowing, weed management, plant pruning, supplemental reseeding or replanting of small plant quantities, minor repairs from vandalism, mulch replacement, supplemental watering, management of pavement and other hardscape components, removal of debris and trash, and minor stabilization activities if erosion occurs on bank or in planting area.
- b. In the event maintenance of project components exceeds typical routine maintenance care due to significant impact or degradation, Partners will determine what the most cost effective solution for repairs is. Costs associated with major repairs may be commonly shared between Partners depending on ownership of project components. Partners will pursue other funding sources to assist in covering major repairs. Each Partner will be responsible for their own budget

8. Water Quality and Park Protections

The work of the Project shall be accomplished in such a manner so that the quality of the water in Sucker Lake Channel is protected and that access to and use of Vadnais-Sucker Lake Regional Park is preserved. Impacts or damage to the Park outside the project limits caused by construction activities will be reviewed by the Partners and commonly shared between Partners based on a mutually agreed percentage of impact/damage cost.

9. Representatives and Notices

All notices and correspondences concerning the Project should be directed to the following

individuals:

VLAWMO: Kristine Jenson
Vadnais Lake Area Water Management Organization
800 County Rd E.
Vadnais Heights, MN 55127
651-204-6074
kristine.jenson@vlawmo.org

County: Scott Yonke
Ramsey County Parks and Recreation Department
2015 North Van Dyke St.
Maplewood, MN 55109
651-748-2500
scott.yonke@co.ramsey.mn.us

Water Board: Justine Roe
Saint Paul Regional Water Services
1900 Rice St.
St. Paul, MN 55113
651-266-1628
justine.roe@ci.stpaul.mn.us

RCD: Michael Schumann
Ramsey Conservation District
1425 Paul Kirkwold Drive
Arden Hills, MN 55112
651-266-7275
michael.schumann@co.ramsey.mn.us

10. Liability

- a. Each Partner agrees that it will be responsible for its own acts and omissions and the acts and omissions of its officers and employees, and any liability resulting therefrom, to the extent authorized by law. No Partner shall be responsible for the acts of the others and/or the results thereof.
- b. Each Partner agrees to promptly notify all Partners if it becomes aware of any potential claim(s) or facts giving rise to such claims.
- c. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a Partner's statutory or common law immunities or limitations on liability, including, but not limited to, Minnesota Statutes Chapter 466. Further, each Partner's obligations set forth in this Article and otherwise in this Agreement, and the results thereof, are expressly limited by the provisions of Minnesota Statutes Chapter 466, Minnesota Statutes Chapter 604, Minnesota Statutes Section 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the Partners.

11. Amendments to the Agreement.

This Agreement may be modified only by a written instrument executed by all Partners.

12. Term of the Agreement

This Agreement shall be in effect beginning on the date of the last signature and shall remain in force and effect until after ten years from the date of Project Substantial Completion, excepting Sections 3.b., 4. e., and 4.h which shall survive as intended.

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

**VADNAIS LAKE AREA WATER
MANAGEMENT ORGAIZATION**

Dan Jones, Chair
VLAWMO Board of Directors

Date: _____

Stephanie McNamara, Administrator
VLAWMO

Date: _____

RAMSEY COUNTY

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

Date: _____

Approved as to form:

Assistant County Attorney

Date: _____

Janet Guthrie, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

RAMSEY CONSERVATION DISTRICT

Mara Humphrey, Chair
RCD Board of Supervisors

Date: _____

Approved as to form:

Assistant County Attorney

Date: _____

Ann WhiteEagle, District Manager
RCD

Date: _____

Approval Recommended

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

Date: _____

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

Matt Anfang, President

Date: _____

Mollie Gagnelius, Board Secretary

Date: _____

Approved as to Form:

Assistant City Attorney

Date: _____

Todd Hurley, Director
Office of Financial Services

Date: _____