

AGREEMENT
between
VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION
and
BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL
for
GOOSE LAKE SEDIMENT ANALYSIS AND ALUM DOSING STUDY

This **AGREEMENT** ("Agreement") is entered into this ____ day of _____, 2017 by and between the Vadnais Lake Area Water Management Organization ("VLAWMO") and the Board of Water Commissioners of the City of Saint Paul ("Board").

RECITALS

- A. East and West Goose Lakes are located in the City of White Bear Lake, Ramsey County.
- B. Goose Lake is on the State of Minnesota Impaired Waters List for high nutrient levels, primarily in the form of Total Phosphorus ("TP") and a Total Maximum Daily Load ("TMDL") Study, along with further analysis, indicates that the largest source of TP loading is coming from internal sources (i.e., the sediment of the lake basins).
- C. VLAWMO made a commitment in its 2017 10-Year Watershed Management Plan to prioritize the reduction of TP in East and West Goose Lakes and is working with Barr Engineering Co. to conduct continued analysis for the most beneficial Best Management Practices for TP reduction. Their determination is that if the proper alum treatment is applied to both lakes, the TP levels would be substantially lowered, potentially enough to meet or exceed State standards, which would remove them from the Impaired Waters List.
- D. Because the Goose Lake basins feed into Lambert Creek, which outlets into East Vadnais Lake, the Board's final raw water reservoir, a reduction in the basins' TP levels is in the interest of the Board.
- E. In order to determine the proper alum dosing requirements and develop a more accurate cost estimate for the alum treatment, Barr Engineering Co. proposed to conduct the additional sediment analysis at a cost of \$10,000. VLAWMO requested contributions from its partners and the Board offered to contribute \$5,000 toward the cost of the analysis.

TERMS

Accordingly, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, VLAWMO and the Board (the "Parties") agree as follows:

1. VLAWMO will contract with Barr Engineering Co. to provide analysis of sediment in East and West Goose Lakes to determine proper protocols for alum treatment at a cost of \$10,000 and VLAWMO will pay all costs associated with said analysis.

2. Within 30 days of receipt of evidence of payment, the Board will pay VLAWMO the sum of \$5,000 to partially defray the cost. This amount is fixed and does not depend on actual contract price.

3. Liability

a. Each Party 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 Party shall be responsible for the acts of the other and/or the results thereof.

b. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own employees while they are providing assistance pursuant to this Agreement.

c. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a Party's statutory or common law immunities or limitations on liability, including, but not limited to, Minnesota Statutes Chapter 466. Further, each Party'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 Parties.

4. The above Recitals are incorporated into this Agreement as terms hereof.

5. This Agreement shall be in effect beginning on the date of the last signature and shall remain in force and effect until December 31, 2017, or until VLAWMO has received the Board's payment described in Section 2 above, whichever is later.

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IN TESTIMONY WHEREOF, the parties hereto have entered into this Agreement as of the day first shown above.

VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

Stephanie McNamara, Administrator

Dan Jones, VLAWMO Board Chair

Date: _____

Date: _____

BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

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

Matt Anfang, President

Date: _____

Date: _____

Mollie Gagnelius, Secretary

Date: _____

Approved as to Form:

Assistant City Attorney

Todd Hurley, Director
Office of Financial Services

Date: _____

Date: _____