

CAPITOL REGION WATERSHED DISTRICT
GRANT AGREEMENT

Re: Cost Share Grant Funding for Snelling-Midway Superblock Stormwater Management System, located at Snelling Avenue/University Avenue/Pascal Street, St. Paul, MN 55105

Included Exhibits: A. Project Definition and Grant Award Summary

THIS AGREEMENT is entered into this ____ day of _____, 2017, by and between the City of Saint Paul, hereinafter referred to as the "Grantee", and Capitol Region Watershed District, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, the District has an approved Watershed Management Plan which includes funding for implementing Best Management Practices (BMPs) throughout the Watershed District; and

WHEREAS, the District has adopted and approved the 2017 Budget and Workplan which includes funding for the Snelling Midway Superblock Stormwater Management System; and

WHEREAS, the District was awarded a FY 2016 Clean Water Fund grant totaling \$200,000 from the Board of Water and Soil Resources, hereinafter referred to as the "State", for stormwater BMPs in the East Kittsondale Subwatershed; and

WHEREAS, the District was awarded a FY2016 Metropolitan Council Stormwater Grant totaling \$200,000, hereinafter referred to as the "Council," for innovative stormwater BMPs on the Snelling-Midway Superblock; and

WHEREAS, the District and the Grantee have worked cooperatively to develop a project approach and design that is acceptable to both parties; and

WHEREAS, the District and the Grantee have a desire to implement a comprehensive stormwater management system to improve runoff leaving the Snelling Midway Superblock.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Project: The Grantee shall perform the Project as defined in Exhibit A, as approved by the District.

2. Payment: The District shall make a grant to the Grantee in an amount not to exceed \$416,000. The grant is limited to costs associated with items identified in Exhibit A. Payment will be made in the form of reimbursement for actual costs, following receipt of documentation from the Grantee that the work has been completed satisfactorily. The District shall not be required to make payment on this agreement until such time as the funds are transferred to the District from the State.

3. Functionality: If the Project is a physical improvement, the Grantee shall ensure that the Project is fully functional and adequately maintained. The Grantee will develop an operation and maintenance plan which must be approved by the District. The Grantee shall ensure the Project is operational and maintained for a period of 25 years from the date of completion. Should the Grantee fail to maintain installed practices during their effective life according to the operation and maintenance plan, the Grantee

may be liable to the District or the State for up to one hundred fifty percent (150%) of the financial assistance received to construct, install, or otherwise establish the project.

4. Contracting and Bidding: Grantee must comply with the requirements of the Uniform Municipal Contracting Law, per Minn. Stat. § 471.345, including a formal notice and bidding process for the Project.

5. Project Assurances:

5.1 Technical Assistance Provider. The Grantee must provide the District with information on who will be providing technical and engineering assistance and their credentials. Technical assistance provider(s) must have appropriate credentials for practice investigation, design, and construction. Credentials can include conservation partnership Technical Approval Authority (TAA); applicable professional licensure; reputable vendor with applicable expertise and liability coverage; or other applicable credentials, training, and/or experience.

5.2 Practice Standards. The Grantee must ensure the use of appropriate practice standards for design, construction, operation, and maintenance of the Project. Applicable standards include USDA-NRCS Field Office Technical Guide, Minnesota Stormwater Manual, previous designs successfully implemented by the District, or other design standards with demonstrated success as approved by the District.

5.3 State's Satisfaction Required. The Project must be performed to the State's satisfaction as set forth in the approved work plan. Grantee will cooperate fully with any authorized representative of the State in determining compliance. All applicable law and regulations must be complied with, including the State's FY2016 Clean Water Fund Competitive Grants Policy. Grantee will not be reimbursed for any work found by the State to be unsatisfactory.

6. Publicity and Endorsement:

6.1 Publicity. Any publicity regarding the subject matter of this grant agreement must identify the District and the Board of Water and Soil Resources as the sponsoring agencies. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

6.2 Endorsement. The Grantee must not claim that the State or District endorses its products or services.

7. Prevailing Wage: It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which State prevailing wage laws apply (Minn. Stat. 177.42 – 177.44). All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

8. Signage: It is the responsibility of the Grantee to comply with requirements for project signage, as provided in Minnesota Laws 2010, Chapter 361, article 3, section 5 (b) for Clean Water Fund projects.

9. Intellectual Property Rights: The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies,

photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10. Workers' Compensation: The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State or District employees. Any claims that may arise under the Minnesota Workers Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's or District's obligation or responsibility.

11. Reports: The Grantee will invite the District to key planning meetings and provide periodic updates during the design process. Reports shall provide information on project status, draft and final deliverables, project meeting summaries and other relevant work products for the project. If the project is a physical improvement, the grantee must obtain written approval for changes to the final plans and specifications, attached in Exhibit A, from the District.

12. Liability: The Grantee agrees to defend, indemnify and hold harmless the District and State against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement, whether by the parties or by their agents, employees or contractors, unless the same arise from the negligence of said parties, agents, employees or contractors. Neither the District or the Grantee waive any immunities provided by any law or doctrine, including those of Minnesota Statutes Chapter 466. Nothing herein shall be construed to allow a claimant to obtain separate judgments or separate liability limits from the individual parties.

13. Termination: The District may immediately terminate this Agreement if it does not obtain funding from the State, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. The District is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed, to the extent that funds are available. The District will not be assessed any penalty if this Agreement is terminated because of the decision of the State, or other funding source, not to distribute funds.

14. 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.

This agreement shall remain in full force and effect until 12/31/2018, unless terminated earlier by mutual agreement of the Grantee and the District.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

GRANTEE

By _____

Name _____

Title _____

By _____

Name _____

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 the District