

**AGREEMENT BETWEEN THE
CITY OF MINNEAPOLIS,
CITY OF SAINT CLOUD, and the
BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**

This AGREEMENT dated this _____ day of _____, 2020 by and between the **CITY OF MINNEAPOLIS**, MINNESOTA a Minnesota home rule charter city (“Minneapolis”), and the **CITY OF SAINT CLOUD**, MINNESOTA, a Minnesota home rule charter city (“Saint Cloud”), and the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL** (“Saint Paul Board”), a municipal corporation under the laws of the State of Minnesota.

WITNESSETH:

WHEREAS, In August 1996, the United States Congress passed the Safe Drinking Water Act Amendments of 1996, which provided for State Source Water Assessment and Protection Guidance, and which outlined and defined Federal, State and local responsibilities in: identifying public drinking water sources, assessing the susceptibility of water systems to contamination, and informing the public of the results; and

WHEREAS, The United States Environmental Protection Agency prepared Guidance Manual EPA 816-R-97-009, titled “Source Water Assessment and Protection Programs Guidance”, which provided direction for the State of Minnesota in its preparation of the State Source Water Protection Program, and which outlines specific requirements for “Source Water Protection Programs” of local water systems; and

WHEREAS, Minneapolis, Saint Cloud, and the Saint Paul Board share a common surface water supply source, the Mississippi River, and because each organization or party has prepared a Source Water Protection Plan regarding the protection of this common source, the parties agree that it is advantageous to jointly investigate and review the necessary measures

needed to protect this valuable drinking water source rather than conduct individual investigations; and

WHEREAS, various agreements between the parties between 1998 and 2020 authorized cash contributions and in-kind staff work to form the Upper Mississippi River Source Water Protection Project (“Project”) and to provide a Mississippi River Source Water Protection Plan (Phases I & II) to be used in the development of source water protection initiative(s). Through the Project, each party developed its own Source Water Protection Plan which has been endorsed by the Minnesota Department of Health.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Minneapolis, Saint Cloud, and the Saint Paul Board agree as follows:

Article 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 parties to mutually fund and jointly investigate, monitor, and coordinate implementation activities with other governmental agencies as described in their source water protection plans.

Each party agrees to designate and maintain one active staff Project Representative. The representative shall participate in regular Project meetings and provide direction and input into Project activities, expenditure of funds, and coordinate and report on their party’s in-kind activities as appropriate. Power and authority shall be exercised through a unanimous vote by the Project Representatives at regular meetings or by written correspondence.

Article 2. PROJECT BUDGET.

The parties agree to make future cash contributions to the Project up to \$10,000 annually as may be mutually agreed to. Minneapolis and the Saint Paul Board will contribute independently and directly to Saint Cloud. Cash contributions will be based on necessary cash expenditures for project activities, which include but are not limited to, contracts for project administration, cash-match for grants and direct project expenses. Cash expenditures will be mutually-agreed upon by all parties. In-kind contributions from the parties will be documented as required.

Article 3. PROJECT ADMINISTRATOR

The parties agree that Saint Cloud shall administer all aspects of the project and this agreement including funds collection and disposal. Saint Cloud agrees to contract with a qualified consultant to act as the UMRSWPP Project Coordinator (“Project Coordinator”). The Project Coordinator’s scope of work shall include project management, grant applications and coordination of grant implementation activities, interagency coordination and outreach, and management of project budget. The Project Coordinator shall conduct regular project meetings and prepare annual reports of project activities and budgets.

Article 4. TERM OF AGREEMENT.

This Agreement shall be in effect from the date of agreement until December 31, 2030.

Article 5. EARLY TERMINATION.

Any of the parties may withdraw from participation under this Agreement by providing at least six months written notice to each of the remaining parties prior to the end of the applicable calendar year; if two or more of the parties provide such notice, the Agreement shall be deemed terminated.

Article 6. 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 there from to the extent authorized by law. No Party shall be responsible for the acts of the others and the results thereof. Each Party agrees to promptly notify all Parties if it becomes aware of any potential Board related claim(s) or facts giving rise to such claims.

B. 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, the Party's obligations set forth in this Article and otherwise in this Agreement, 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.

Article 7. BILLBOARD ADVERTISING PROHIBITED.

Funds generated under this Agreement shall not be used to pay for billboard advertising. Billboard space donated to Minneapolis shall be exempt from this section.

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

THE CITY OF MINNEAPOLIS

Assistant City Attorney

By _____
Glen Gerads, Director of Water Treatment &
Distribution Services

Finance Office

THE CITY OF SAINT CLOUD

Seth Kauffman, City Clerk

By _____
Dave Kleis, Mayor

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

Stephen P. Schneider, General Manager

By _____
Mara Humphrey, President

By _____
Mollie Gagnelius, Secretary

Assistant City Attorney

By _____
John McCarthy, Acting Director of Office of Financial
Services