

**GREAT RIVER GREENING  
COOPERATIVE AGREEMENT**

**THIS AGREEMENT**, hereinafter referred to as “Agreement”, is made 14th of September, 2021, by and between **GREAT RIVER GREENING**, hereinafter referred to as the “GRG”, and the **Board of Water Commissioners of the City of Saint Paul**, hereinafter referred to as the “Landowner”.

**RECITALS:**

GRG is a non-profit 501 (c)(3) conservation organization based in St. Paul, Minnesota organized for the purpose of restoring natural areas and open spaces through community engagement; and

GRG desires to contribute \$154,000 towards the partnership project from an appropriation from the State of MN Outdoor Heritage fund; and

The Landowner seeks to enter into this Agreement with the GRG to allow access to the identified restoration area in support of the Vadnais-Sucker Lakes Regional Park Habitat Enhancement; and

The Landowner with project partners are subject to the terms as described in Exhibit A.

NOW THEREFORE, in consideration of the mutual undertakings and agreements contained within this Agreement, the Landowner and GRG hereby agrees as follows:

**Scope of Services.** The scope of services is outlined below.

GRG agrees to provide the following list of services for 45 acres of Vadnais-Sucker Lake Regional Park. GRG agrees to provide the following services:

- Removal of the invasive brush (Common Buckthorn and Glossy Buckthorn)
- Follow-up treatment of seedlings and regrowth of Common and Glossy Buckthorn
- Seeding of ecologically appropriate native species following removal.

The Landowner agrees to provide access to GRG and subcontractors for woodland and wetland enhancement at Vadnais-Sucker Lake Regional Park.

**Term of Contract**

This Agreement shall remain in effect until June 30, 2025, or until all obligations set forth in this Agreement have been satisfactorily fulfilled or unless earlier terminated as provided, whichever occurs first.

**Notices**

The Landowner shall appoint an authorized agent for the purpose of administration of this Agreement. GRG is notified of the authorized agent of the Landowner as follows:

Landowner	Great River Greening
<b>Authorized Contact</b>	<b>Authorized Contact</b>
Jim Bode	Davy Schmitz
<b>Address</b>	<b>Address</b>
1900 Rice Street Saint Paul, MN 55113	251 Starkey St, Ste 2200 St. Paul, MN 55107
<b>Contact Phone Number</b>	<b>Contact Phone Number</b>
651-266-1651	(651) 242-3540
<b>Email Address</b>	<b>Email Address</b>
James.Bode@ci.stpaul.mn.us	dschmitz@greatrivergreening.org

## **Partner and State Audit**

Pursuant to Minn. Stat. Section 16C.05, Subd. 5 (2007), the books, records, documents, and accounting procedures and practices of GRG relative to this Agreement shall be subject to examination by the Landowner and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by GRG for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the Landowner regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the Landowner notifies GRG in writing that the records need no longer be kept.

## **Indemnity**

GRG agrees to defend, indemnify, and hold the Landowner, and their employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of the GRG, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners or independent contractors or any of their agents or employees under this Agreement.

GRG shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by GRG under this Agreement. GRG shall, without additional compensation, correct or revise any errors or deficiencies in GRG's final reports and services.

## **Insurance**

GRG shall not commence work under this Agreement until it has obtained, at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval of the Landowner and shall be maintained by GRG until final completion of the work.

### **a. Workers' Compensation**

- 1) State: Minnesota – Statutory
- 2) Employer's Liability with minimum limits of:
  - Bodily Injury by Accident: \$100,000 each Accident
  - Bodily Injury by Disease: \$100,000 each Employee
  - Bodily Injury by Disease: \$500,000 policy limit
- 3) Benefits required by union labor contracts: as applicable

In the event GRG is a sole proprietor and has not elected to provide workers' compensation insurance, GRG shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the Landowner before entering into this Agreement.

### **b. Commercial General Liability**

Including Premises, Operations, Products, Completed Operations, Advertising, and Personal Injury Liability, with the following minimum limits of liability:

- \$2,000,000 Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal Injury & Advertising Injury
- \$1,000,000 Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

### **c. Commercial Auto Liability**

Automobile Liability should include Hired and Non-Owned, and the Landowner should be named as an additional insured.

Minimum limits of liability shall be:

If split limits: \$1,000,000 each person/\$1,000,000 each occurrence for Bodily Injury  
\$1,000,000 each occurrence for Property Damage

If combined single limit: \$1,000,000 per occurrence

#### **d. Proof of Insurance**

Insurance certificates evidencing that the above insurance is in force with companies acceptable to the Landowner and in the amounts required shall be submitted to the Landowner for examination and approval prior to the execution of this Agreement, after which they shall be filed with the Landowner. **The insurance certificate shall name the Landowner as an additional insured and specifically provide that a certificate shall not be materially changed, canceled or non-renewed except upon sixty (60) days prior written notice to the Landowner.** Neither the Landowner's failure to require or insist upon certificates, nor other evidence of a variance from the specified coverage requirements, amends GRG's responsibility to comply with the insurance specifications.

#### **Subcontracts**

GRG shall not subcontract any portion of the work to be performed under this Agreement nor assign this Agreement without the prior written approval of the authorized agent of the Landowner. GRG shall ensure and require that any subcontractor agrees to and complies with all of the terms of this Agreement. Any subcontractor of GRG used to perform any portion of this Agreement shall report to and bill GRG directly. GRG shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

#### **Force Majeure**

The Landowner and GRG agree that GRG shall not be liable for any delay or inability to perform this Agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of GRG and the Landowner.

#### **Data Practices**

GRG, its agents, employees and any subcontractors of GRG, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. GRG understands that it must comply with these provisions as if it were a government entity. GRG agrees to indemnify and hold the Landowner, its officers, department heads and employees harmless from any claims resulting from the GRG's unlawful disclosure, failure to disclose or use of data protected under state and federal laws.

#### **Termination**

This Agreement may be terminated by either party, with or without cause upon 30 days written notice to GRG or the Authorized Agent of the Landowner.

#### **Independent Contractor**

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association with the Landowner and GRG. GRG is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the Landowner. Except as otherwise provided herein, GRG shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due GRG, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of GRG.

#### **Notices**

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to GRG at its address stated herein, and to the authorized agent of the Landowner at the address stated herein.

#### **Controlling Law**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement, the legal relations between the parties and performance under this Agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within Ramsey County, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

### **Successors and Assigns**

The Landowner and GRG, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Landowner nor GRG shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other.

### **Changes**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as for this Agreement.

### **Severability**

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause this Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

### **Entire Agreement**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Landowner and GRG relating to the subject matter hereof.

### **Signatures**

1. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
2. The parties agree that the electronic signature of a party to this Agreement shall be as 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 Agreement) 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.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates listed below.

Approved as to form:

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

By: \_\_\_\_\_  
Patrick Shea, General Manager  
Saint Paul Regional Water Services

By: \_\_\_\_\_  
Mara Humphrey, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa Veith  
Assistant City Attorney

By: \_\_\_\_\_  
Mollie Gagnelius  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John McCarthy  
Director, Office of Financial Services

Date: \_\_\_\_\_

**GREAT RIVER GREENING:**

BY: \_\_\_\_\_  
Executive Director

DATE: \_\_\_\_\_

**GRANT MANAGER INT:** \_\_\_\_\_

**Director of Operations INT:** \_\_\_\_\_

**Director of Finance INT:** \_\_\_\_\_

**EXHIBIT A: GRANT Specific Information or Agreement  
State of Minnesota – 2020 Outdoor Heritage Fund  
Metro Big Rivers Habitat – Phase 10**

**Grantee**

Great River Greening  
251 Starkey St, Ste 2200

Saint Paul, MN 55107  
(651) 665-9500

**Landowner**

Board of Water Commissioners of the City of Saint Paul  
1900 Rice Street  
Saint Paul, MN 55113

(651) 266-1628

Great River Greening has received as an appropriation under Minn. Laws 2020, Regular Session, Chapter 104, Article 1, Section 2, Subd 5(b) Metro Big Rivers Phase 10, \$1,366,000 is from the fund to the commissioner of natural resources for an agreement to acquire land in fee and permanent conservation easements and to restore and enhance natural systems associated with the Mississippi, Minnesota and St. Croix Rivers and their tributaries in the metropolitan area and as provided in Minnesota Statutes, section 84.026.

This project is a restoration and enhancement project occurring on public land; thus, the acquisition and conservation easement statement does not apply.

GRG is the recipient of the funding. The Landowner is providing access to the land for the project and is subject to the terms below:

**COMPLIANCE**

The Landowner acknowledges that these funds are proceeds from the State of Minnesota Outdoor Heritage Fund which is subject to certain legal restrictions and requirements, including Minnesota Statutes Chapter 116P. The Landowner is responsible for compliance with this and all other relevant state and federal laws and regulations in the fulfillment of the project.

**LIABILITY**

The Landowner is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the Landowner. This clause will not be construed to bar any legal remedies a party may have to fulfill its obligations under this contract.

**ACCESS AND MONITORING**

The Landowner agrees to allow the recipient and the partners in the restoration and maintenance of the project, and the State access at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. The Landowner will be notified in advance regarding such visits. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

**ACKNOWLEDGMENTS AND ENDORSEMENT**

**Acknowledgment.** The Landowner must acknowledge financial support from the Outdoor Heritage Fund in program publications, signage and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the fund.

**Endorsement.** The Landowner must not claim that the State endorses its products or services.

**ECOLOGICAL AND RESTORATION PLAN**

For all restorations, GRG, in coordination with the Landowner and partners, must prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan must include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use current conservation science to achieve the best restoration.

**LONG TERM MANAGEMENT**

As a partner with Great River Greening, the Landowner commits to maintaining the investment put forward over time.