

**CAPITOL REGION WATERSHED DISTRICT COOPERATIVE MAINTENANCE
AGREEMENT WITH SAINT PAUL PUBLIC WORKS FOR
MAINTENANCE OF RAIN GARDENS**

Estimated Annual Project Cost: \$78,667.18

Exhibits: A - Request for Quotes
B - Contractor Quote Form
C - Rain Garden Maintenance
Annual Cost Estimate

This Agreement is between the Capitol Region Watershed District, a watershed district created pursuant to Minnesota Statutes chapter 103D ("CRWD"), and City of Saint Paul ("City"), a municipal corporation, to apportion rights and responsibilities related to the Pooled Stormwater Best Management Practice Maintenance Program for rain gardens constructed and owned by the County and within CRWD's jurisdictional boundaries ("Project").

RECITALS

1. The City provided input to CRWD on impediments to conducting maintenance for stormwater Best Management Practices (BMPs) during creation of CRWD's Comprehensive Stormwater Facility Management Program Plan ("Plan").
2. The CRWD Board of Managers adopted the Plan on September 20th, 2023.
3. The Plan includes the cooperative Pooled Stormwater BMP Maintenance Approach to assist public entities with operation and maintenance of their stormwater facilities.
4. At the request of CRWD, the City submitted and CRWD inspected rain gardens to be considered for inclusion in the Project.
5. The Project details are defined in Exhibit A – Request for Quotes (RFQ), and generally includes BMP inspection, procurement and contracting with a maintenance contractor, regular maintenance activities, including but not limited to: trash, debris, sediment and weed removal, selective herbicide application, re-vegetation, mulch placement, inspection, reporting, and general site cleanup.

6. CRWD will manage RFQ distribution, contractor selection, contractor oversight, and general Project administration on behalf of the City.

AGREEMENTS

1. Responsibility for Planning and Consultant Services

1.1. CRWD is responsible for the preparation of all plans, specifications, proposals, scopes of work, and estimates for the Project.

1.2. Any changes requested after final design shall be the fiscal responsibility of the party requesting the change.

2. Procurement and Award of Contract

2.1. CRWD will request quotes from contractors in accordance with state law and watershed district rules.

2.2. CRWD will award a contract and make payments to the contractor for all actual costs related to the Project.

3. Responsibility for Maintenance Contractor oversight.

3.1. CRWD shall perform or contract the performance of managing and overseeing the contractor for all elements of the Project.

3.2. CRWD will obtain authorization from the City prior to the contractor completing items outside of the Scope of Work in Exhibit A, or listed as supplemental in Exhibit B.

4. Project Costs

4.1. Project costs shall be distributed to the City as identified below.

4.1.1. The City shall be responsible for the full cost of maintenance for their rain gardens. Costs are calculated using the unit prices provided by the successful contractor's Quote Form (Exhibit B), actual quantities for work completed on the City's rain gardens, and the City's portion of the lump sum items, stated as a percent of the total surface area of all the basins in the Project (63%).

4.2. Planning Costs

4.2.1. CRWD shall be responsible for all staff and consultant costs related to design, scoping, bidding, and contractor procurement for the Project.

4.3. Maintenance Contractor Oversight Costs

4.3.1. CRWD shall be responsible for all staff and consultant costs related to managing and overseeing the contractor for all elements of the Project.

5. Payment Schedule

5.1. CRWD will invoice the City for their portion of maintenance costs annually after maintenance has been completed for the growing season, prior to December 31st of each year.

5.2. Full payments will be due within 35 days of receipt of an invoice.

6. Time

6.1. The Project will start upon execution of a contract between CRWD and the successful bidder, and run for two growing seasons, ending December 31st, 2025.

6.2. CRWD will have an option to extend the time of contract with the successful Bidder an additional year if mutually agreed upon, to end December 31st, 2026,

6.3. If the successful bidder's contract is extended, the City and CRWD may also extend the time of this agreement to December 31st, 2026.

7. Easement and Access Rights

7.1. The City will allow CRWD and its contractors access to the sites included in the Project.

7.2. The City will issue all necessary permits and provide all necessary approvals to complete the Project at no cost to CRWD.

8. Ownership

8.1. The City shall retain ownership of all the rain gardens and associated infrastructure included in the Project.

9. Liability. Each party shall be responsible for the acts and omissions of its own officers, officials, employees, and agents and no party shall be considered another's agent in carrying out the obligations of this agreement. Nothing in this Agreement shall constitute a waiver by the parties of any statutory or common law immunities, limits, or exceptions on liability.

10. Other provisions

10.1. This Agreement shall remain in full force and effect until expiration or until terminated by mutual agreement of the parties.

10.2. Cooperation and Compliance with Minnesota and Federal Law. Parties agree to cooperate in any manner necessary to effectuate this agreement or complete the Project. Parties understand that funding for the Project includes funds from CRWD, Falcon Heights, Roseville, City of St. Paul Public Works, City of St. Paul Parks and Recreation, St. Paul Public Schools, Ramsey County, and Roseville Area Schools, and that each of these sources might have requirements for funding, contracting, procurement, data practices, prevailing wage, or record-keeping that is in addition to those included herein. Parties agree to cooperate in meeting any of these additional obligations.

10.3. Records. All parties agree to maintain records of costs pertaining to the Project in accordance with Minnesota Statutes and relevant internal record keeping and accounting procedures.

10.4. 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.

- 10.5. Execution. This agreement may be executed individually in counterparts, with each part an original, and together all parts form a single document.
- 10.6 Applicable Law. This agreement shall be construed, interpreted, and enforced according to the laws of the State of Minnesota without regard to its conflict of laws provisions. The parties agree that any proceeding arising from this agreement shall be brought in the courts of Ramsey County, Minnesota.
- 10.7 Non-Discrimination. The parties each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, public assistance status, creed, or national origin. In addition, the parties each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, public assistance status, creed, or national origin.

[Signature pages to follow]

CAPITOL REGION WATERSHED DISTRICT

Joseph Collins, Board President

Date: _____

Anna Eleria, Administrator

Date: _____

Approved as to form:

CRWD Attorney

Date: _____

CITY OF SAINT PAUL

Mayor's Office

Date: _____

Public Works

Date: _____

Office of Financial Services

Date: _____

Approved as to form:

City Attorney

Date: _____