

PROJECT FUNDING AGREEMENT

This Agreement (“Agreement”) is between Capitol Region Watershed District, a watershed district created pursuant to Minnesota Statutes chapter 103D (“CRWD”), and City of Saint Paul (“City”) to apportion responsibilities related to Phalen Creek Subwatershed Hydraulic, Hydrologic and Water Quality Detailed Modeling and Reporting (“Project”).

RECITALS

- A. CRWD has an approved Watershed Management Plan which includes funding for investigating and addressing flooding and water quality issues throughout the Watershed District.
- B. City has allocated funding to support elements of Project benefitting City.
- C. CRWD will direct and manage the Project, and City agrees to participate in the funding and execution of the Project to conduct Hydraulic, Hydrologic and Water Quality Detailed Modeling and Reporting for the Phalen Creek Subwatershed.

AGREEMENTS

1. Responsibility for Project Elements
 - 1.1. CRWD has developed a project approach that is acceptable to City.
 - 1.2. CRWD has requested quotations for the Project in accordance with state law and watershed district statute, and CRWD procurement and contracting policies.
 - 1.3. CRWD has contracted for the preparation of all plans, specifications, proposals, and estimates for the Project and will pay the consultant for all eligible costs related to the Project.
2. Responsibility for Project Costs
 - 2.1. The parties agree to participate in the costs of the Project as follows:

City: 100% of actual expenses related to the following project scope tasks as identified in Exhibit A:

 - Task 5: XP-SWMM model conversion to Saint Paul methodology

CRWD: 100% of actual expenses related to the following project scope tasks as identified in Exhibit A:

 - Task 6: XP-SWMM model calibration
 - Task 8: P8 model calibration
 - Task 10: Identify retrofit opportunities

Shared: CRWD and City shall evenly split actual expenses related to the following project scope tasks as identified in Exhibit A:

- Task 1: Data Collection and Review
- Task 2: Bathymetry
- Task 3: Delineate subwatersheds and develop XP-SWMM inputs
- Task 4: XP-SWMM model development
- Task 7: P8 model development
- Task 9: Phalen Creek flood prioritization
- Task 11: Final report
- Task 12: Project coordination and meetings

2.2. Payment by City will be made to CRWD within 45 days of invoice.

3. Project Administration

3.1. CRWD will oversee and administer the work of the Project.

3.2. CRWD will provide City the opportunity to review and comment on all Project deliverables.

3.3. CRWD will consult with City during the course of work of the Project, and in any significant change orders to the work of the Project.

3.4. City will participate in meetings, discussions, site visits, and project review as requested.

3.5. CRWD will have the sole authority to make final decisions on the acceptance of the work of the Project and any final deliverables.

4. Data and Access

4.1. City will provide CRWD and CRWD's consultant with all existing data needed to complete the project including but not limited to those for storm sewer GIS data, record drawings, BMP inventory data, bathymetric data, building structure footprints, permit locations, site plans including rate control areas, and existing models.

4.2. City will provide CRWD and CRWD's consultant with access to the City's "PW Record Center".

4.3. City will provide access for CRWD and CRWD's consultant to publicly inaccessible property owned by City for the purposes of surveys, soil borings, or other investigative field work as needed.

5. The results of the Project shall be the shared property of CRWD and City. CRWD and City shall recognize the other as a partner in any public promotion of the Project or its findings. Although the parties do not anticipate that the Project will result in the acquisition or creation of any tangible property, to the extent it does CRWD and City will co-own such property in proportion to their contributions to the Project. Likewise, any surplus Project funds will be returned to CRWD and City in proportion to their contributions to the Project.
6. Pursuant to Minn. Stat. § 471.59, Subd. 1a.(a) each Jurisdiction agrees that it will be responsible for its own acts and omissions and the acts and omissions of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts and omissions of the other Jurisdiction or their employees, elected officials, and agents, or for any liability resulting therefrom.

Each Jurisdiction warrants that it is able to comply with the obligations of this Agreement through commercial insurance or a self-funding program.

Nothing in this Agreement constitutes a waiver by either Jurisdiction of any limitation of liability under Minnesota Statutes Chapter 466, or any other statutory or common law immunities, limits, or exceptions on liability. In accordance with Minnesota Statutes section 471.59, for purposes of determining total liability for damages, the Jurisdictions shall be considered a single governmental unit with respect to the Initiatives and the total liability for the Jurisdictions shall not exceed the limits on governmental liability for a single governmental unit as specified in section Minnesota Statutes section 466.04, subdivision 1.

7. Cooperation and Compliance with Minnesota and Federal Law. Parties agree to cooperate in any manner necessary to effectuate this agreement and complete the Project. Parties understand that funding for the Project includes funds from CRWD and City, 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.
8. 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.
9. 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. This Agreement shall remain in full force and effect until completion of all required deliverables, or mutual agreement of the parties, whichever occurs first.
11. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

Made as of the ___ day of _____, 2023, by and between the parties listed below.

CAPITOL REGION WATERSHED
DISTRICT

CITY OF SAINT PAUL

By: _____
Joseph Collins
Board President

By: _____
Richard Ekobena
Regulatory and Records Engineer
Sewer Utility Manager

By: _____
Mark Doneux
District Administrator

By: _____
Sean Kershaw
Public Works Director

Approved as to form:

Approved as to form:

By: _____
Bradley Cousins
Assistant Ramsey County Attorney
Attorney for CRWD

By: _____
City Attorney

EXHIBIT A

**Proposal for Phalen Subwatershed Modeling Project
Prepared for Capitol Region Watershed District**

(Consultant)

(Date)