

**JOINT POWERS AGREEMENT
MCMURRAY FIELDS STORMWATER AND PARK IMPROVEMENTS**

This Joint Powers Agreement (“Agreement”) is made and entered into effective as of this ___ day of ___, 2026 by and between Capitol Region Watershed District (“CRWD”), a watershed district created pursuant to Minnesota Statutes chapter 103D and the City of Saint Paul (“CITY”), a Minnesota municipal corporation and home rule charter city (collectively the “PARTIES” individually a “PARTY”).

RECITALS

WHEREAS, Minn. Stat. § 471.59 permits governmental units to jointly exercise powers that each may separately exercise; and

WHEREAS, CRWD and CITY are governmental units as defined in Minn. Stat. § 471.59; and

WHEREAS, CITY owns property at 1151 Jessamine Avenue commonly known as McMurray Fields (the “Property”); and

WHEREAS, CRWD and CITY wish to outline the terms and conditions necessary to jointly design, construct, own, operate, and maintain improvements to the Property, the McMurray Fields Stormwater and Park Improvements (collectively, the “PROJECT”);

NOW, THEREFORE, in consideration of the Recitals and mutual undertakings and agreements hereinafter set forth, the PARTIES agree as follows:

EXHIBITS

Exhibit A – Site Map

Exhibit B – Estimated cost sharing for design and construction

ARTICLE I. DEFINITIONS

1. **PROJECT.** Stormwater best management practices (BMP) and park improvements at McMurray Fields in Como Regional Park, as shown in Exhibit A.
2. **ENGINEER.** Houston Engineering, Inc. contracted by CRWD
3. **STORMWATER BMP.** Stormwater management infrastructure from the pretreatment structure downstream including underground stormwater storage, conveyance pipes, pumphouse, controllers, treatment system, irrigation system, newly constructed surface infiltration area, and below-ground infiltration area.

4. **PARK IMPROVEMENTS.** Artificial turf field, parking lot expansion, infrastructure for municipal water backup for irrigation, bathroom/concessions building, outdoor picnic area, recreational paths, lighting, bleachers/seating, and other amenities specific to park use.

ARTICLE II. TERM

1. The term of this Agreement shall be from the date of complete execution of the Agreement until September 30, 2027 (“TERM”). This Agreement will automatically expire at midnight on the last day of the TERM unless earlier terminated pursuant to Article X or extended pursuant to Article II, Section 2.
2. The Term of this Agreement can be extended through agreement by both parties in writing and signed by the Parties’ authorized agents.

ARTICLE III. DESIGN

1. CRWD Responsibilities
 - a. CRWD will contract with ENGINEER to coordinate all design work for the PROJECT and will notify CITY of design contract adjustments impacting budget or timeline.
 - b. CRWD will be responsible for preparation of plans, specifications, proposals, and estimates for the PROJECT.
 - c. CRWD will be responsible for approving design of STORMWATER BMP and other components essential to achieving water quality benefits. CRWD is not responsible for approving the design of PARK IMPROVEMENTS.
 - d. CRWD will submit design plans to CITY for review and approval at 60% design completion, 90% design completion, and final design completion.
2. CITY Responsibilities
 - a. CITY will have final design approval for all work proposed on the PROPERTY.
 - b. CITY will be responsible for approving design of all PARK IMPROVEMENTS and other non-stormwater-related project components.

ARTICLE IV. CONSTRUCTION

1. CRWD Responsibilities
 - a. CRWD will coordinate all bidding, construction, and construction oversight of the PROJECT, utilizing services of the ENGINEER, and will notify CITY of changes impacting budget or timeline.

- b. CRWD will follow, and will cause its contractors to follow, all CITY ordinances and policies regarding construction bidding as if it were the CITY, including those outlined in Article V, as well as Minn. Stat. § 471.345. Notwithstanding the foregoing, CRWD is only required to follow those CITY policies that are in effect on the effective date of this Agreement and that are referenced herein or attached hereto.
- c. CRWD will obtain all necessary permits and easements, including but not limited to a temporary construction easement and a permanent easement from CITY, as required to construct the PROJECT.
- d. CRWD will coordinate with the CITY to attempt to maintain access to park amenities not part of the PROJECT throughout construction. CRWD will not limit access to any park amenities without prior approval by the CITY.
- e. CRWD will be responsible for final approval of construction of the STORMWATER BMP.
- f. CRWD will achieve compliance with CRWD stormwater management goals in construction of the PROJECT.

2. CITY Responsibilities

- a. CITY will be responsible for approving all access routes within the PROPERTY.
- b. CITY will be responsible for intermediate and final approval of construction of PARK IMPROVEMENTS.
- c. CITY will provide CRWD any necessary permits and temporary easements within the CITY's control, as required to construct the PROJECT.
- d. City will achieve compliance with CRWD stormwater management requirements, including for previous projects permitted by CRWD, in construction of the PROJECT.

ARTICLE V. EMPLOYMENT, CONTRACTING, AND WAGE REQUIREMENTS

1. CWRD will incorporate, and require its contractors and subcontractors to incorporate, the following requirements:
 - a. Affirmative Action/Equal Employment Opportunity CRWD is responsible for requiring every contractor that does work on the PROJECT to comply with the City of Saint Paul's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative Requirements in Employment, and Chapter A-12 of the Saint Paul Administrative Code governing workplace conduct. CRWD agrees to require its contractors to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and applicable executive orders pertaining to

unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

- b. Vendor Outreach Program CRWD is responsible for requiring every contractor doing work on the PROJECT to comply with the City of Saint Paul's Vendor Outreach Program pursuant to Chapter 84 of the Saint Paul Administrative Code.
- c. Affirmative Action Plan Pursuant to City of Saint Paul Administrative Code § 86.06 and City of Saint Paul Legislative Code §183.04, CRWD is responsible for requiring every contractor and/or subcontractor doing work on the PROJECT whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded \$50,000 to complete and submit to the CITY an Affirmative Action Program Registration form along with a \$75 dollar registration fee.
- d. Conflict of Interest CRWD is responsible for requiring every contractor doing work on the project to comply with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City." The Contractor also affirms that to the best of the Contractor's knowledge, their involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Contractor agrees that should any conflict or potential conflict of interest become known to the contractor, they will immediately notify the Purchasing Manager of the situation so that a determination can be made about Contractor's ability to continue performing services under this Agreement.
- e. State Labor Requirements CRWD is responsible for requiring all contractors/subcontractors working on the PROJECT to conform to all applicable State labor laws and requirements including but not limited to the requirements pursuant to Minnesota Statutes § 177.41 - 177.44, Minnesota Rules 5200.1000-5200.1120, and all other applicable laws, ordinances and legal requirements affecting the work in the City of Saint Paul.
- f. City Labor Requirements. CRWD is responsible for requiring all contractors/subcontractors working on the PROJECT to conform to City of Saint Paul labor laws and requirements including but not limited to the requirements

pursuant to Section 87.02 of the Saint Paul Administrative Code, and any additional attachments or specifications. CRWD is responsible for requiring that the wages paid to the occupational groups utilized in the PROJECT shall be not less than the rate of wages and benefits certified and published as prevailing by the Minnesota Department of Labor and Industry. CRWD is responsible for requiring all contractors/subcontractors to submit certified payroll information on a weekly basis via the online Contract Compliance System to the CITY. In addition, all contractors and subcontractors are required to respond to any instruction or request for information by any noted response or due date. CITY agrees to make all labor information submitted by contractors available to CRWD upon request.

- g. Indemnification: CRWD is responsible for requiring all contractors working on the PROJECT to agree to defend, indemnify, and hold harmless, to the extent allowed by law, the City and its officers, agents, and employees from all liabilities, claims, damages, costs, judgments, lawsuits, and expenses, including court costs and reasonable attorney's fees, regardless of the contractor's insurance coverage, resulting from any negligent act or omission by the contractor, its officers, agents, employees, representatives, or contractors doing work for the PROJECT on the PROPERTY.
2. City will provide EMPLOYMENT, CONTRACTING, and WAGE Exhibits to CRWD. CRWD must include the Exhibits in its contracts with contractors and vendors for the PROJECT. CRWD will coordinate with the CITY to schedule a preconstruction compliance conference for its contractors, and the CITY will explain the CITY compliance requirements required by the Exhibits and this Article. The CITY is responsible for ensuring the appropriate CITY staff attend the preconstruction conference.
3. The City of Saint Paul City Council has determined that a Project Labor Agreement (PLA) will apply to the PROJECT. CRWD will provide notice to interested contractors that a PLA applies to the PROJECT and the selected contractor will be required to negotiate and enter into a PLA with the Saint Paul Building and Construction Trades.

ARTICLE VI. FUNDING AND PAYMENTS

1. Design Funding

- a. CRWD will be responsible for 100% of design expenses for the STORMWATER BMP and other components essential to achieving water quality benefits.
 - b. CITY will be responsible for 100% of design expenses for PARK IMPROVEMENTS.
 - c. When design of STORMWATER BMP and PARK IMPROVEMENTS overlap, the ENGINEER will use professional judgement to apportion expenses as needed.
 - d. Estimated cost-sharing for design is summarized in Exhibit B. Final cost-sharing will be based on actual costs.
 - e. Any changes after final design will be the financial responsibility of the PARTY requesting the change.
2. Construction Funding
- a. CRWD will be responsible for 100% of construction expenses for the STORMWATER BMP and other components essential to achieving water quality benefits.
 - b. CITY will be responsible for 100% of construction expenses, including those necessary to meet CRWD stormwater management requirements, for PARK IMPROVEMENTS.
 - c. For construction of areas where the STORMWATER BMP and PARK IMPROVEMENTS overlap, including unanticipated items that may arise during construction, the ENGINEER will use professional judgement to apportion expenses as needed.
 - d. Estimated cost-sharing for construction is summarized in Exhibit B. Final cost-sharing will be based on actual costs.
 - e. Construction engineering (administration, observation, and inspection) costs will be divided between CRWD and the CITY in proportion to the actual construction costs each is responsible for.
3. Operations and Maintenance Funding
- a. CRWD will be responsible for all operation and maintenance costs related to the STORMWATER BMP.
 - b. CITY will be responsible for all operation and maintenance costs related to the PARK IMPROVEMENTS.
4. Invoices
- a. CRWD will pay all PROJECT design and construction invoices and will invoice the CITY for its portion of the design and construction expenses no more frequently than monthly. CITY will make payment to CRWD within thirty-five (35) days of receipt of invoice in accordance with Minn. Stat. § 471.425 or future amendments. Contested invoices will not be paid until the billing issue is

resolved, and CITY will have thirty-five (35) days from that date to make payment.

- b. CRWD will ensure Minnesota Department of Revenue Form IC134 is completed, signed, and attached to Contractor(s) invoices before final payments are issued.

ARTICLE VII. OWNERSHIP

1. CRWD will own all components of the STORMWATER BMP, subject to a nonexclusive easement negotiated and executed between the CITY and CRWD for permanent use of the PROPERTY.
2. CITY will own all components of the PARK IMPROVEMENTS.
3. The CITY will remain the owner of the PROPERTY. Nothing in this Agreement will be interpreted as to give CRWD an ownership interest in the PROPERTY. Any interest in the PROPERTY will be negotiated between the CITY and CRWD in the form of temporary and permanent easements.

ARTICLE VIII. OPERATION AND MAINTENANCE

1. CRWD Responsibilities
 - a. CRWD will be responsible for operating and maintaining the STORMWATER BMP.
 - b. CRWD will be responsible for obtaining a nonexclusive easement from the CITY in order to adequately maintain the STORMWATER BMP.
2. CITY Responsibilities
 - a. CITY will be responsible for operating and maintaining the PARK IMPROVEMENTS.
 - b. CITY will allow CRWD to install monitoring equipment and permanent educational signage at mutually agreed upon locations.
 - c. CITY will provide CRWD any approvals or easements necessary for the installation of monitoring equipment and educational signage as well as the adequate operation and maintenance of the STORMWATER BMP.
3. PARTIES will inform each other of any maintenance activities that may impact portions of the PROJECT operated by the other.
4. Operation and Maintenance (“O&M”) Agreement

- a. CITY and CRWD agree to cooperatively develop and execute a separate O&M Agreement to fully define the responsibilities of the PARTIES regarding operation and maintenance of the PROJECT.

ARTICLE IX. LIABILITY AND INSURANCE

1. Liability For any liability regarding PARTIES' actions under this Agreement, PARTIES will each be responsible for their own acts and/or omissions and those of their officers, agents, employees, representatives, and contractors. Any liability of CITY or CRWD will be governed and limited by Minn. Stat. § 466, common law immunities, and other applicable law.
2. Insurance and Bonds
 - a. CRWD will acquire and maintain for the entirety of the Term of this JPA, or have its contractor acquire and maintain for the entirety of the Term of this JPA, the following coverage (or self-insure for equivalent amounts):
 - i. Commercial General Liability Insurance, including blanket commercial liability coverage, personal injury liability coverage and broad form property damage liability endorsement with a combined single limit of not less than \$1,500,000 per occurrence and \$2,000,000 aggregate. Such insurance shall: (a) name the City of Saint Paul as additional insured; (b) be primary with respect to the City's insurance or self-insurance; (c) not exclude explosion, collapse, and underground property damage; and (d) be written on an "Occurrence Form" policy basis.
 - ii. Worker's Compensation Insurance with no less than statutory minimum limits; and Employer's Liability Insurance with minimum limits of at least \$100,000 per accident and with an all states endorsement.
 - iii. CRWD must provide current insurance certificates prior to execution of this Agreement. The certificates must certify whether the insurance agent has errors and omissions insurance coverage.
 - iv. The limits cited under each insurance requirement establish minimums; and it is the sole responsibility of CRWD to purchase and maintain any additional insurance that it believes to be necessary or desirable in relation to this Agreement.
 - v. Nothing in this Section constitutes a waiver by City of any statutory limits or exceptions on liability.
 - b. Payment and Performance Bonds
 - i. CWRD shall require its contractors to furnish both a performance and a payment bond for any contract for public work over \$175,000 in an

amount equal to one hundred percent (100%) of the Contract amount. These bonds shall indemnify the CITY for loss sustained by the CITY on account of or by reason of the acts of the Contractor or the acts of anyone directly or indirectly employed by the Contractor in the prosecution of the work. All contractors must maintain the payment and performance bonds for the life of the contract, including contract amendments, extensions, or other contract changes. If the cost of the work increases during the life of the contract, the contractor is responsible for providing additional payment and performance bonds to cover the cost of the work. In the event that the cost of the work includes a contingency, such contingency must be covered by the payment and performance bonds.

3. Liens CRWD will not permit any lien or encumbrance upon the City's property arising from its activities under this Agreement.

ARTICLE X. TERMINATION

1. On the Termination Date This Agreement shall terminate on the Termination Date unless earlier terminated pursuant to this Article.
2. Mutual Consent This Agreement may be terminated at any time by mutual consent of the PARTIES.
3. Failure to Obtain Funding Either PARTY may give notice to the other of intent to terminate this Agreement based on failure to obtain funding, in which event this Agreement will terminate within thirty (30) days of such notice. In such event, each PARTY will pay their portion of costs incurred per the terms in Article 6 and this Agreement will be terminated without liability to either PARTY.

ARTICLE XI. MISCELLANEOUS

1. Data Practices All data collected, created, received, maintained or disseminated for any purpose in the course of either PARTY's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), or any other applicable state statutes, any state rules adopted to implement the MGDPA, as well as federal statutes and regulations on data privacy. If any provision in the Agreement is in conflict with the MDGPA or other Minnesota state laws, state law shall control.

2. Notice All notices, written requests, or demands given or made by a PARTY under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent by registered or certified mail, or by electronic mail with Return Receipt Requested.

- a. All notices, written requests, or demands shall be sent to the following addresses:

Saint Paul, Department of Parks and Recreation

Capitol Region Watershed District

3. Entire Agreement It is understood and agreed that the entire agreement between the PARTIES is contained herein and that this Agreement supersedes all oral agreements and negotiations between the PARTIES relating to the subject matter hereof.
4. Amendments Any alterations, amendments, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the PARTIES.
5. Survival of Obligations The respective obligations of the PARTIES under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration of the Agreement will survive such termination, cancellation, or expiration.
6. Severability If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, will terminate. If a provision is so terminated but the PARTIES legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.
7. Governing Law and Venue This Agreement will be governed by the laws of the State of Minnesota. Any disputes relating to or arising from this Agreement will be venued in the courts located in Ramsey County Minnesota.
8. Counterparts The PARTIES may sign this Agreement in counterparts, each of which constitutes an original but all of which together constitute one instrument.
9. Electronic Signatures The PARTIES agree that the electronic signature of a PARTY to this Agreement be 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 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.

IN WITNESS WHEREOF, the respective PARTIES have executed this Agreement, intending to be bound hereby effective the date and year indicated above.

CITY OF SAINT PAUL

CAPITOL REGION WATERSHED DISTRICT

Mayor

Board President

Finance Director

Administrator

Parks and Recreation Director

Approved as to form:

Human Rights and Equal Economic
Opportunity Director

CRWD Attorney

Approved as to form:

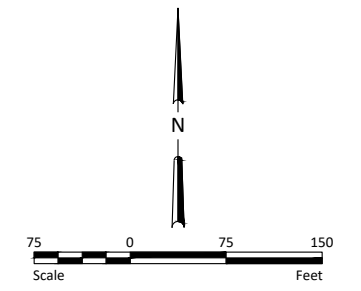
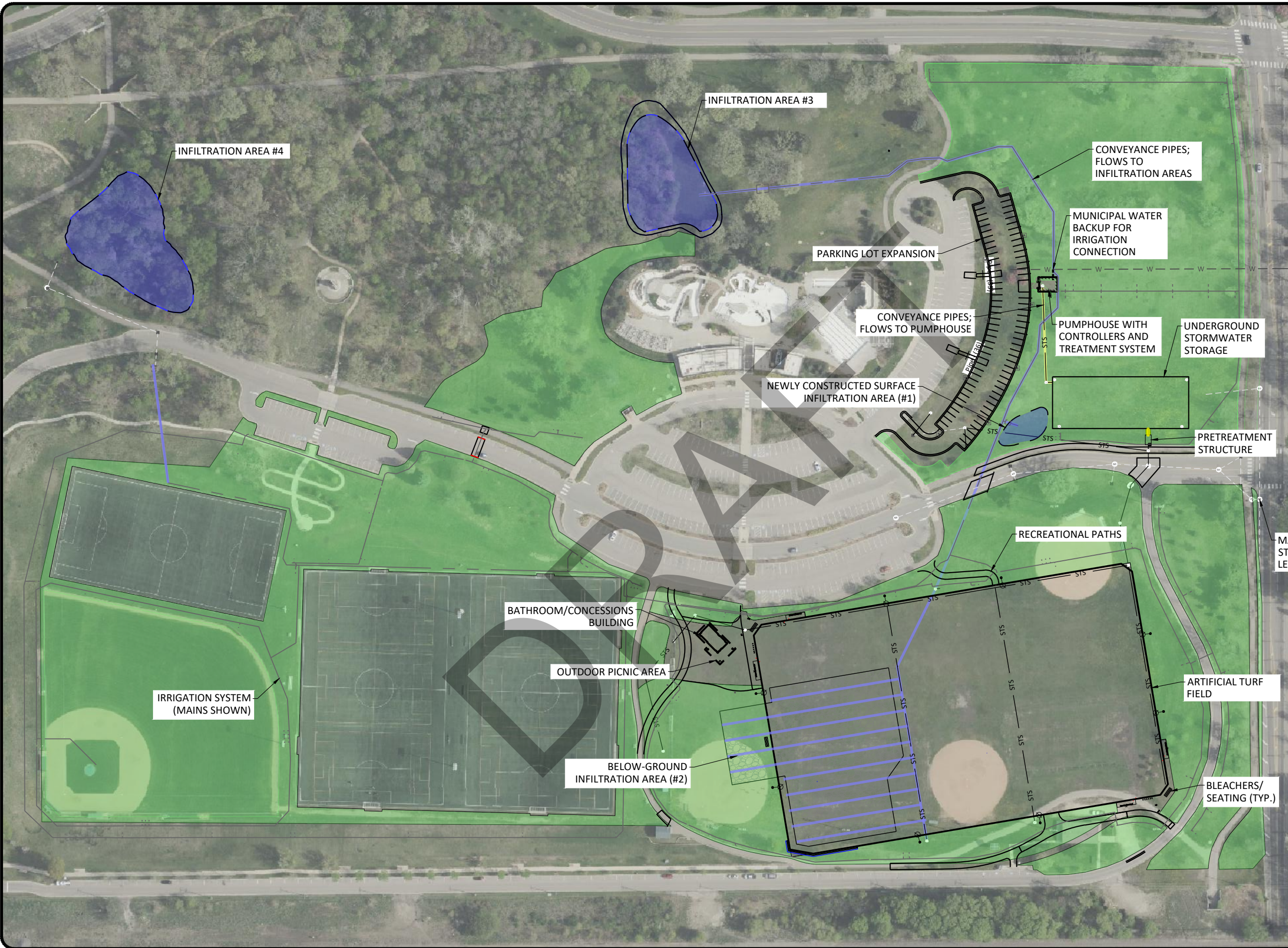
Assistant City Attorney

JPA - MCMURRAY FIELDS STORMWATER AND PARK IMPROVEMENTS

EXHIBIT A
SITE MAP

DRAFT

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- LEGEND**
- INFILTRATION CONVEYANCE PIPE (FORCEMAIN)
 - PROPOSED STORMWATER CONVEYANCE PIPES (FOR STORMWATER BMP)
 - PROPOSED STORM SEWER
 - EXISTING GRAVITY STORM SEWER
 - IRRIGATION MAINS
 - IRRIGATED SYSTEM (18.4 ACRES)
 - SURFACE INFILTRATION AREA
 - LIGHTING

NOT FOR CONSTRUCTION

No.	Revision	Date	By



Drawn by
NJD
Date
5-12-2026
Checked by
AJS
Scale
AS SHOWN

MCMURRAY FIELDS DESIGN
CAPITOL REGION WATERSHED DISTRICT
ST. PAUL, MN

EXHIBIT A - SITE MAP
PROJECT NO. 6475-0039

SHEET

JPA - MCMURRAY FIELDS STORMWATER AND PARK IMPROVEMENTS

EXHIBIT B

**ESTIMATED COST SHARING FOR
DESIGN AND CONSTRUCTION**

The following cost estimates are provided for planning and agreement purposes only and are based on approximately ninety percent (90%) design plans and the information available at the time of preparation. The estimates reflect current assumptions regarding project design, quantities, materials, labor, and market conditions, and includes proposed bid alternates that may be accepted or rejected. Selection or omission of alternates will materially affect the final project scope, total cost, and cost-sharing.

This estimate does not constitute a guarantee or commitment regarding final design or construction costs. Actual costs may vary due to, but not limited to, final design refinements, bidding outcomes, market fluctuations, regulatory requirements, unforeseen site conditions, or changes in project scope.

Cost-sharing amounts identified herein are preliminary and subject to adjustment. Final cost-sharing obligations of the parties shall be based solely on actual, eligible design and construction costs incurred and documented in accordance with the terms and conditions of the executed cooperative agreement. No party shall rely on this estimate as a fixed or binding determination of final project costs or cost-sharing responsibilities.

Estimated Design Cost Sharing

Budget	CRWD	City	Total
Original Scope	\$ 321,378	\$ 316,865	\$ 638,243
Amendment 1	\$ 195,698	\$ 121,135	\$ 316,832
Total	\$ 517,076	\$ 437,999	\$ 955,075
Percent	54%	46%	

(Construction cost sharing on following page)

Estimated Construction Cost Sharing

Section	Total	%CRWD	%City	Total CRWD	Total City
Exterior Improvements	\$ 1,229,470	32%	68%	\$ 392,559	\$ 836,911
Earthwork	\$ 741,300	77%	23%	\$ 572,000	\$ 169,300
Site Utilities	\$ 3,115,208	87%	13%	\$ 2,704,654	\$ 410,555
Synthetic Grass Surfacing	\$ 1,384,078	0%	100%	\$ -	\$ 1,384,078
Pumphouse	\$ 375,000	100%	0%	\$ 375,000	\$ -
Irrigation System and Lift Station	\$ 1,639,636	86%	14%	\$ 1,403,108	\$ 236,528
Alt 1 - Parking Lot	\$ 366,313	0%	100%	\$ -	\$ 366,313
Alt 2 - Restroom building & Plaza	\$ 872,763	0%	100%	\$ -	\$ 872,763
Alternate 3 - Field Lighting	\$ 353,650	0%	100%	\$ -	\$ 353,650
Alternate 4 - Sod Turf	\$ 377,976	50%	50%	\$ 188,988	\$ 188,988
Base Bid:	\$ 8,484,692	64%	36%	\$ 5,447,320	\$ 3,037,372
Base and All Alternates:	\$ 10,455,394	54%	46%	\$ 5,636,308	\$ 4,819,086