



**GREAT RIVER GREENING  
SUPPLEMENTAL COOPERATIVE AGREEMENT**

**THIS AGREEMENT**, hereinafter referred to as "Agreement", is made \_\_\_ day of February, 2020, by and between **City of Blaine**, hereinafter referred to as "Blaine" and **GREAT RIVER GREENING**, hereinafter referred to as "Greening".

**THIS AGREEMENT** is a supplemental to the 'Blaine Wetland Sanctuary – South' Agreement between Greening and Blaine dated 19<sup>th</sup> day of November 2019.

RECITALS:

Greening 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

The Minnesota Legislature under M.L. 2017, Chp. 96, Sec. 2, Subd. 08(i) appropriated \$524,000 to the Commissioner of MN-DNR for an agreement with Great River Greening for *Community Stewardship to Restore Urban Natural Resources – Phase Ten* to work with volunteers for continued implementation of the Metro Conservation Corridors partnership to restore approximately 250 acres of forest, prairie, woodland, wetland and shoreline throughout the greater Twin Cities metropolitan area. Expenditures are limited to the identified project corridor areas as defined in the work plan; and

Greening desires to contribute an additional \$15,000 towards the partnership project; and

Blaine desires to contribute an additional \$-0- towards the partnership project; and

Blaine seeks to enter into an agreement with Greening for the purpose of detailing partnership contributions and the provision of Technical Services in support of the Blaine Wetland Sanctuary – South project. With Greening contributing funds from the appropriation to the project, the Landowner is subject to terms as described in Exhibit A.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, Blaine and Greening hereby agrees as follows:

1. **Compensation and Terms of Payment**

a. Compensation

The Parties agree that Greening will complete or arrange for services to be completed under this Agreement. The cost of such services will be funded by joint contributions of the parties.

Blaine contributions/compensation under this agreement shall be paid to Greening on the basis of hourly rates for services according to rates shown in Exhibit B attached herein, plus expenses and contractor costs necessary to complete the project, not to exceed \$-0-.

Greening shall contribute \$15,000 match to Blaine's contribution over the course of the project. After Blaine contribution, Greening shall assume fiscal responsibility for all services completed under this agreement. Greening's financial obligation, as set out above, shall be in accordance with the *Community Stewardship to Restore Urban Natural Resources – Phase Ten* M.L. 2017 appropriation, and may be met through actual payment for services to a third party or calculation of the value, on an hourly basis, for "in-kind" services provided.

b. Terms of Payment

N/A.

2. **Condition of Payment**

All services provided by Greening pursuant to this agreement shall be performed to the satisfaction of Blaine and its authorized agent, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by Blaine or its authorized agent to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.



3. **Scope of Services**

Greening agrees to provide the following list of services for Blaine Wetland Sanctuary – South:

1. Management brief
2. Approximately 15 acres worth of wood chipping, hauling, stump grinding, and stump herbicide treatment..

See Exhibit B, Figure 1 for project area.

The City agrees to provide the following list of services for Blaine Wetland Sanctuary - South:

1. Project co-management
2. Ready access

Greening agrees to oversee and implement the Project activities as identified in Trust Fund Work Plan. Blaine agrees to oversee project for consistency with Blaine plans, goals and policies.

4. **Effective Date of Contract**

This agreement shall become effective 5<sup>th</sup> day of February, 2020.

5. **Term of Contract**

This agreement shall remain in effect until June 20, 2020, or until all obligations set forth in this agreement have been satisfactorily fulfilled or unless earlier terminated as provided, whichever occurs first.

6. **Notices**

Blaine shall appoint an authorized agent for the purpose of administration of this agreement. Greening is notified of the authorized agent of Blaine as follows:

<b>City of Blaine</b>	<b>Great River Greening</b>
<b>Authorized Contact</b>	<b>Authorized Contact</b>
Rebecca Haug, Water Resources Manager	Wiley Buck, Senior Program Manager
<b>Address</b>	<b>Address</b>
10801 Town Square Drive NE Blaine, MN 55449	251 Starkey Street, Suite 2200 Saint Paul, MN 55107
<b>Phone Number</b>	<b>Phone Number</b>
763-785-6188	(651) 665-9500 general 651-272-3981 direct 651-775-8759 cell
<b>Email Address</b>	<b>Email Address</b>
rhaug@blainemn.gov >	wbuck@greatrivergreening.org

7. **Partner and State Audit**

Pursuant to Minn. Stat. Section 16C.05, Subd. 5 (2007), the books, records, documents, and accounting procedures and practices of Greening relative to this agreement shall be subject to examination by Blaine and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by Greening 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 Blaine 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 Blaine notifies Greening in writing that the records need no longer be kept.

8. **Indemnity**



Greening agrees to defend, indemnify, and hold Blaine, its 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 Greening, 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 the agreement.

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

9. **Insurance**

Greening 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 Blaine and shall be maintained by Greening 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 Greening is a sole proprietor and has not elected to provide workers' compensation insurance, Greening shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to Blaine before entering into the 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**

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

10. **Subcontracts**

Greening shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of Greening used to perform any portion of this agreement shall report to and bill Greening directly. Greening shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

11. **Force Majeure**



Blaine and Greening agree that Greening 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 Greening and Blaine.

12. **Data Practices**

Greening, its agents, employees and any subcontractors of Greening, 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. Greening understands that it must comply with these provisions as if it were a government entity. Greening agrees to indemnify and hold Blaine, its officers, department heads and employees harmless from any claims resulting from the Greening's unlawful disclosure, failure to disclose or use of data protected under state and federal laws.

13. **Termination**

This agreement may be terminated by either party, with or without cause upon 30 days written notice to Greening or the Authorized Agent of Blaine.

14. **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 Blaine and Greening. Greening is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of Blaine. Except as otherwise provided herein, Greening shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Greening, 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 Greening.

15. **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 Greening at its address stated herein, and to the authorized agent of Blaine at the address stated herein.

16. **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 the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County or Blaine, 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.

17. **Successors and Assigns**

The Blaine and Greening, 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 Blaine nor Greening shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

18. **Equal Employment and Americans with Disabilities**

In connection with the work under this agreement, Greening agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this agreement, Greening certifies that it has been made fully aware of Greening's Equal Employment Opportunity and Americans with Disabilities Act Policy, attached hereto and incorporated herein as **Exhibit A** through both oral



and written communications, that it supports this policy and that it will conduct its own employment practices in accordance therewith. Failure on the part of the Greening to conduct its own employment practices in accordance with Blaine policy may result in the withholding of all or part of regular payments by the County due under this agreement unless or until Greening complies with the Partner policy, and/or suspension or termination of this agreement.

19. **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.

20. **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 the 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.

21. **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 Blaine and Greening relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

**CITY OF BLAINE**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**GREAT RIVER GREENING:**

BY: \_\_\_\_\_  
NAME: Keith Parker  
TITLE: Executive Director  
DATE: \_\_\_\_\_



## **EXHIBIT A: TERMS OF 'Community Stewardship to Restore Urban Natural Resources – Phase Ten' M.L. 2017 APPROPRIATION**

THIS AGREEMENT is made between Great River Greening (Minnesota Environment and Natural Resources Trust Fund Recipient); and City of Blaine (Landowner).

### **1.0 GENERAL CONDITIONS**

#### **1.1 COMPLIANCE**

The Landowner acknowledges that these funds are proceeds from the State of Minnesota Environment and Natural Resources Trust Fund (hereinafter the "Trust 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.

#### **1.2 ACCESS**

The Landowner agrees to allow Greening, the Legislative-Citizen Commission on Minnesota Resources (LCCMR), and associates access to the Landowner's site and Landowner's activities for evaluation and promotion of the project. Access will be at reasonable times and with sufficient prior notification, and will extend ten (10) years beyond the project completion date.

### **2.0 PROJECT**

#### **2.1 CONTRIBUTIONS**

Greening's and Landowner's contributions must be for actual and direct costs for the Project Work. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Landowner(s) terminates the Agreement before its expiration, then the Landowner(s) agrees to reimburse the Minnesota Environment and Natural Resources Trust Fund prior to final termination for the pro-rated costs of all habitat restoration projects placed on the described land through this Agreement. For these purposes the total cost of the habitat restoration projects to the Minnesota Environment and Natural Resources Trust Fund are agreed to be \$43,000.

#### **2.2 ACKNOWLEDGMENTS**

The Landowner agrees to acknowledge the Trust Fund's financial support for this Work in any statement, press release, bid solicitation, project publications, and other public communications and outreach related to the work completed using the Trust Fund appropriation. The acknowledgement will contain the following language and/or logo(s):



(Partial) funding for this project was provided by the Minnesota Environment and Natural Resources Trust Fund as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR).

Landowner agrees to maintain signs installed by Greening at the project site that includes this logo, and will include it in permanent signage installed by Landowner, press releases, and all public and private outreach.

#### **2.3 ECOLOGICAL AND RESTORATION MANAGEMENT PLAN**

For all restorations conducted with money appropriated under this section, Greening must prepare an ecological restoration and management plan that, to the degree practicable, is consistent with the highest quality conservation 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 of the restoration projects. The plan must include the proposed timetable for implementing the restoration, including site preparation, establishment of diverse plant species native to Minnesota, 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 take advantage of the best available science and include innovative techniques to achieve the best restoration. The plan and its implementation will follow the current version of Minnesota Board of Water & Soil Resources Native Vegetation Establishment and Enhancement Guidelines ([http://www.bwsr.state.mn.us/native\\_vegetation/seeding\\_guidelines.pdf](http://www.bwsr.state.mn.us/native_vegetation/seeding_guidelines.pdf) June 2017 version).

#### **2.4 RESTORATION EVALUATION**



Greening must provide an initial restoration evaluation to LCCMR at the completion of the appropriation and an evaluation three years beyond the completion of the expenditure. Restorations must be evaluated relative to the stated goals and standards in the restoration plan, current science, and, when applicable, the Minnesota Board of Water & Soil Resources Native Vegetation Establishment and Enhancement Guidelines. The evaluation shall determine whether the restorations are meeting planned goals, identify any problems with the implementation of the restorations, and, if necessary, give recommendations on improving restorations. The evaluation shall be focused on improving future restorations.

## **2.5 LONG TERM RESTORATION**

The Landowner acknowledges the long term maintenance and enhancement needs of the restoration process to achieve restoration goals. The Landowner agrees to maintain restoration for a minimum of 10 years. The Recipient agrees to make reasonable good faith effort to significantly contribute to the successful maintenance of the project.

If the Landowner(s) should fail to maintain the habitat restoration for 10 years, then the Landowner(s) agrees to reimburse the Minnesota Environment and Natural Resources Trust Fund for the pro-rated costs of all habitat restoration projects placed on the described land through this Agreement.

## **2.6 PROTECTED LAND**

Landowner testifies that the restoration project is on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15; and will provide reasonable written documentation of such protection.

## **2.7 CONTRACTING**

Landowner understands that Greening must give consideration to Conservation Corps Minnesota or its successor for sub-contract restoration and enhancement services.

## **2.8 RESTORATION AND ENHANCEMENT GUIDELINES**

Recipient and Landowner practices shall comply in every respect with:

DNR Pollinator Best Management Practices and Habitat Restoration Guidelines

([http://files.dnr.state.mn.us/natural\\_resources/npc/2014\\_draft\\_pollinator\\_bmp\\_guidelines.pdf](http://files.dnr.state.mn.us/natural_resources/npc/2014_draft_pollinator_bmp_guidelines.pdf)); and

Minnesota Board of Water & Soil Resources' Native Vegetation Establishment and Enhancement Guidelines

(<https://bwsr.state.mn.us/vegetation-establishment-and-management> (Current version dated January 2019))

MN-DNR Operational Order #113 Invasive Species

([http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf))

MN-DNR Operational Order #59 Pesticide and Pest Control

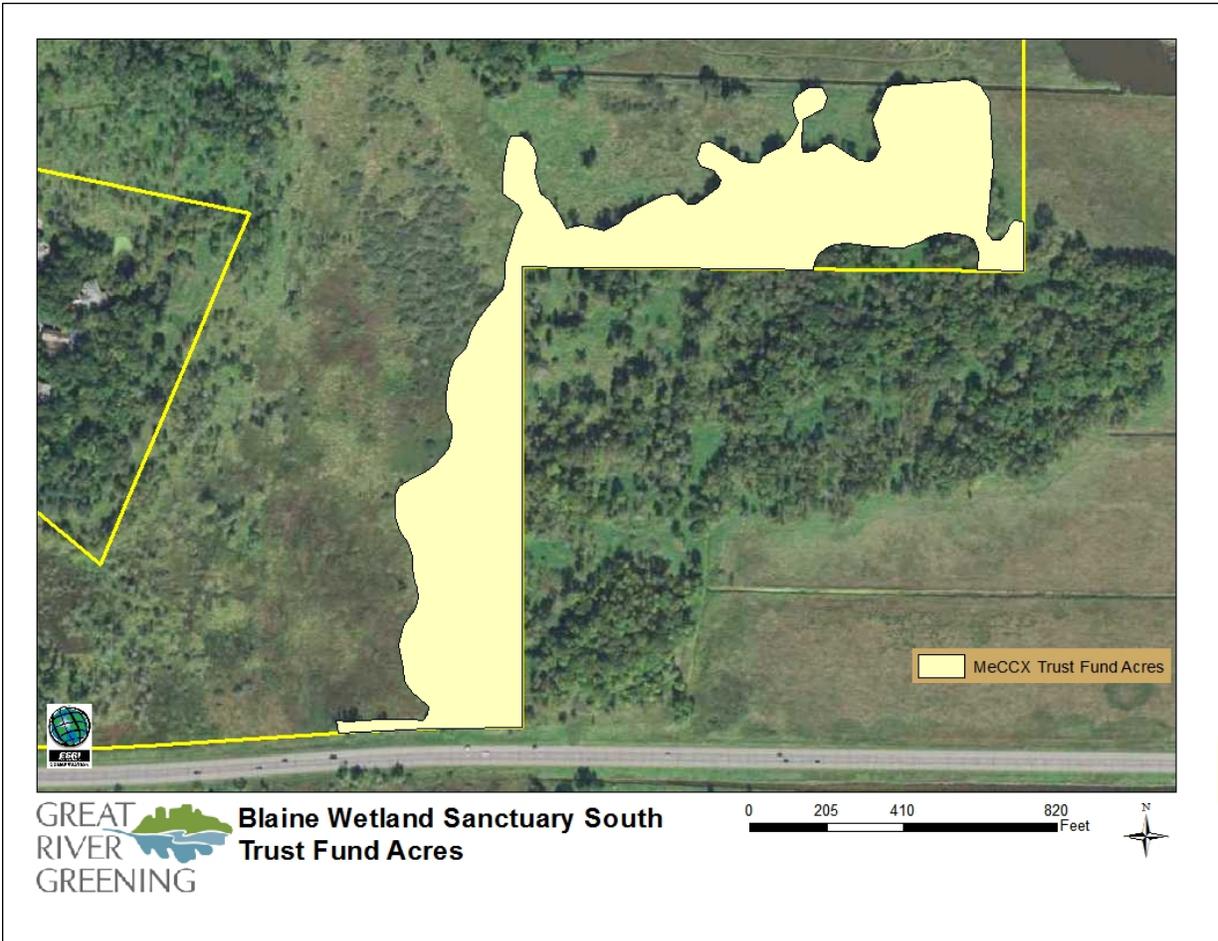
([http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_59.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_59.pdf));

MN-DNR Division of Fish and Wildlife Pest and Pest Control Guidelines

([http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/faw\\_pest.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/faw_pest.pdf));

These guidelines apply to planning and implementation.

**EXHIBIT B: PROJECT AREA AND HOURLY RATES**



**Figure 1: Wood Chipping, Hauling, Stump Grinding, Stump Treatment Acres**

Position	Hourly Rate
Ecologist / Project Manager	\$90
Field Coordinator	\$60
Restoration Technician	\$50
Volunteer Manager	\$60

**Table 1: Hourly Rates by Position**