

GREAT RIVER GREENING COOPERATIVE AGREEMENT

THIS AGREEMENT, hereinafter referred to as "Agreement", is made _____ of _____, 2019, by and between **City of Blaine**, hereinafter referred to as "City" and **GREAT RIVER GREENING**, hereinafter referred to as "GRG". Both GRG and the City can be referred together as the "parties" or separately as the "party".

RECITALS:

GRG is a non-profit 501 (c)(3) conservation organization based in St. Paul, Minnesota organized for the purpose of conserving and caring for the land and water that enriches the lives of local communities; and

Great River Greening has received from the Outdoor Heritage Fund:

- an appropriation under Minn. Laws 2016, Regular Session, Chapter 172, Article 1, Section 2, Sub d. 2(k) Anoka Sand Plain Partnership– Phase IV, \$1,208,000 the second year is to the commissioner of natural resources for agreements to restore and enhance wildlife habitat on public lands in Anoka, Isanti, Morrison, Sherburne, and Todd Counties including: \$813,000 to Great River Greening. As a beneficiary of this funding, the City is subject to the terms as described in Exhibit A.
- an appropriation under Minn. Laws 2017, Chapter 91, Article 1, Section 2, Sub d. 2(j) Anoka Sand Plain Partnership–Phase V, \$1,130,000 in the first year is to the commissioner of natural resources for agreements to acquire permanent conservation easements and to restore and enhance wildlife habitat on public lands in Anoka, Benton, Isanti, Morrison, and Stearns Counties including: \$345,000 is to Great River Greening as approved in the accomplishment plan and subject to Minnesota Statutes, section 97A.056, subdivision 17. As a beneficiary of this funding, the City is subject to the terms as described in Exhibit A.
- an appropriation under Minn. Laws 2019, 1st special session, Chapter 2, Article 1, Section 2, Subd. 2(j) Anoka Sand Plain Partnership – Phase VI, \$2,573,000 in the first year is to the commissioner of natural resources for agreements to acquire permanent conservation easements and to restore and enhance wildlife habitat on public lands and easements in the Anoka Sand Plain ecoregion and intersecting minor watersheds including: \$699,000 is to Great River Greening; \$269,000 is to Great River Greening as approved in the accomplishment plan and subject to Minnesota Statutes, section 97A.056, subdivision 17. As a beneficiary of this funding, the City is subject to the terms as described in Exhibit A.

Whereas, both parties seek to enter into an agreement for the purpose of enhancing Blaine Wetland Sanctuary South and adjacent North Oaks West Park.

GRG desires to contribute \$386,000 towards the partnership project, and the City will contribute \$19,900. The City and GRG seek to enter into an agreement for the purpose of detailing partnership contributions and the provision of Technical Services in support of the Blaine Wetland Sanctuary South project.

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

SCOPE OF AGREEMENT:

Ecological enhancement of 221 acres of shallow basin wetland and upland oak woodland in Blaine Wetland Sanctuary – South unit, and adjacent North Oaks West Park.

GRG agrees to provide the following services:

- Review of management plan
- Grant management including reporting.
- Project start up including site orientation and meetings
- Project management including professional services and field services RFPs, contracts, and oversight.

The City agrees to provide the following list of services:

- Provide management plan
- Provide outreach and communication to park users and the local community to build awareness of the project and address concerns if they arise.
- Host meetings.
- Provide timely site access to GRG and associates.
- Participate in team review of proposals and contractors.

The scope is detailed in Exhibit B.

COMPENSATION AND TERMS OF PAYMENT:

GRG will invoice City according to percent complete of the following tasks, following GRG invoicing schedule but not more frequently than monthly, per the following tasks:

| Billable Task | Amount |
|---|-----------|
| Project Startup (Meetings, Site Orientation) | \$ 4,000 |
| Contracts Management (Specifications, RFPs, Contracts, Oversight) | \$ 14,000 |
| Project Closeout | \$ 1,900 |
| TOTAL | \$ 19,900 |

GRG shall contribute \$386,000 over the course of the project in accordance with the Anoka Sand Plain Partnership– Phases IV, V, and VI; and may be met through actual payment for services to a third party, actual expenses, and/or calculation of the value on an hourly basis for personnel hours provided.

TERM OF CONTRACT

This agreement shall remain in effect until June 30, 2024, or until all obligations set forth in this agreement have been satisfactorily fulfilled or unless earlier terminated as provided, whichever occurs first.

NOTICES

The authorized agent for the City and GRG are as follows:

LANDOWNER

City of Blaine

Authorized Contact

Rebecca Haug, Water Resources Manager

Address

10801 Town Square Drive NE
Blaine, MN 55449

Contact Phone Number

763-785-6188

Email Address

rhaug@blainemn.gov

GRANTEE

Great River Greening

Authorized Contact

Wiley Buck, Senior Program Manager

Address

251 Starkey St., Suite 2200
St. Paul MN 55107

Contact Phone Number

(651) 272-3981

Email Address

wbuck@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 City 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 City 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 City notifies GRG in writing that the records need no longer be kept.

INDEMNITY

Both GRG and the City agree to defend, indemnify, and hold one another, 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 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 the 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.

SUBCONTRACTS

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 City 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 City.

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 City, 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 City. This Agreement may also be terminated by GRG upon seven-day written notice to the City in the event that Project funding is disrupted or terminated.

INDEPENDENT CONTRACTOR

GRG and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the City. 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.

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 City 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 City 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**

Automobile Liability should include Hired and Non-Owned, and the City 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

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 City 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 the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County or City Name, 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 City 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 City nor GRG shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

EQUAL EMPLOYMENT AND AMERICANS WITH DISABILITIES

In connection with the work under this agreement, GRG 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, GRG certifies that it has been made fully aware of GRG'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 GRG to conduct its own employment practices in accordance with City Policy may result in the withholding of all or part of regular payments by the City due under this agreement unless or until GRG complies with the Partner policy, and/or suspension or termination of this agreement.

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 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.

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 City and GRG 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: 10.30.2019

**EXHIBIT A: State of Minnesota – 2017 Outdoor Heritage Fund
Anoka Sand Plain Partnership – Phases IV, V and VI**

Grantee

Great River Greening
251 Starkey Street, Suite 2200
Saint Paul, MN 55107
(651) 665-9500

Partner

City of Blaine
10801 Town Square Drive NE
Blaine, MN 55449
763-785-6188

As a beneficiary of this funding, the City is subject to the terms below:

COMPLIANCE

The City 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 City is responsible for compliance with this and all other relevant state and federal laws and regulations in the fulfillment of the Project.

LIABILITY

The City must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

ACCESS AND MONITORING

The City agrees to allow the Recipient 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. 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 ENDORSMENT

Acknowledgment. The City 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 according to posted guidelines (https://www.isoheq.leg.mn/manager_info/Acknowledgement%20Guidelines.pdf). The City must install and maintain acknowledgement signs supplied by GRG at trailheads and/or parking lots.

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

ECOLOGICAL AND RESTORATION PLAN

For all restorations, the Grantee in coordination with the City 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 GRG, the City commits to maintaining the investment put forward over time.

Exhibit B: Scope of Work

Ecological enhancement of 221 acres of shallow basin peat wetland and upland oak woodland at Blaine Wetland Sanctuary – South Unit and adjacent North Oaks West Park:

1. Review existing management plan and revise as mutually agreed upon.
2. Removal of non-native invasive, and overabundant native woody species other than oak species.
3. Contain non-native invasive herbaceous species and release existing native seed bank with thatch removal and prescribed burning.
4. Conduct RFPs, team review, and award subcontracts; oversee implementation by subcontractors.
5. Assist City with notification materials.
6. Manage Outdoor Heritage Fund grants including reporting, auditing; and distribution of grant funds for GRG subcontracts, supplies, materials, travel expenses, and labor.

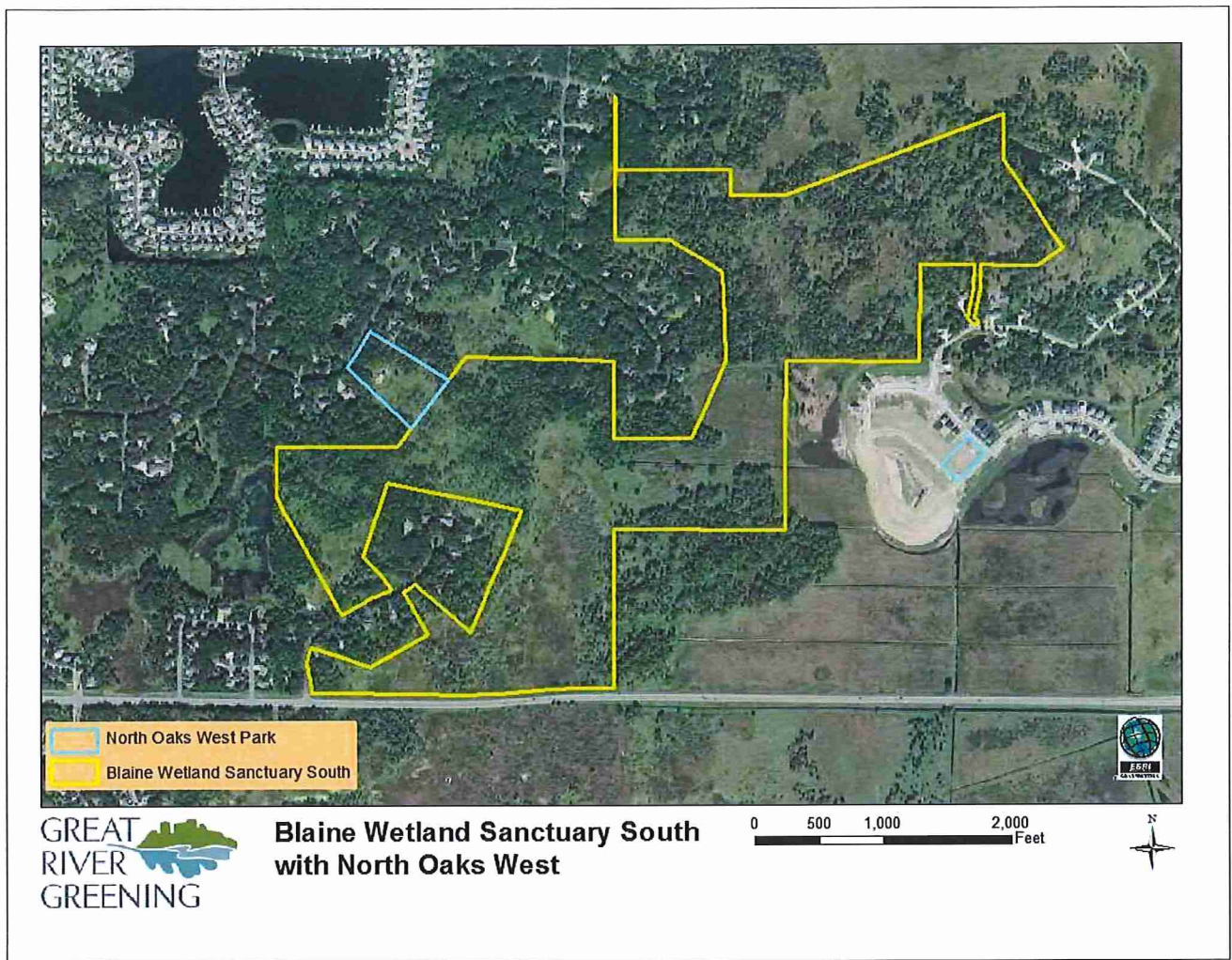


Figure B1: Project Location