

**COON CREEK WATERSHED DISTRICT
WATER QUALITY COST-SHARE AGREEMENT**

This Agreement is entered into _____, 2022 (Effective Date), by the Coon Creek Watershed District, a metropolitan watershed district and political subdivision of the State of Minnesota (District), and the City of Spring Lake Park, a Minnesota municipal corporation (City).

RECITALS

A. The District and the City share a common interest in water resource protection and improving water quality within the City of Spring Lake Park and the Coon Creek Watershed District.

B. The City intends to implement the Vegetated Buffer Strip for Triangle Park Pond Project (Project). The Project will provide a vegetated buffer strip consisting of native plantings around an existing stormwater pond in Triangle Park. The Project will also provide erosion and sediment control improvements with the installation of erosion blanket and 12-inch diameter coir logs along a portion of the pond perimeter. The Project will filter runoff and reduce the existing geese population.

C. The features of the above City Project will improve water quality within the City and the Coon Creek Watershed District by reducing total suspended solid, total phosphorus, and e. coli loading to Stonybrook Creek and the Mississippi River.

D. The City has applied to the District for cost-share assistance in implementing this Project.

E. The District under its Water Quality Cost-Share Program desires to provide the City cost-share assistance for the above water quality improvement treatment features, as more particularly set forth below.

THEREFORE, in consideration of mutual promises set forth below and other good and valuable consideration, the District and City agree as follows:

1. Scope of Work.

The City assumes the full and sole responsibility for implementation of the Project as set forth in the City's Grant Application attached as Exhibit A. The City will provide for the Project's planning, engineering, construction, and construction administration and will construct the Project in accordance with the District's permit requirements and approved plans and specifications. The City is responsible for obtaining all required permits and approvals, and for complying with all applicable laws in constructing and implementing this Project. Minor changes in Project design that maintain the same or greater level of water quality treatment are allowable by amending this Agreement with both parties' written mutual consent.

2. Project Completion.

The City will complete the above Project by December 31, 2023, unless this Agreement is amended by the parties' written mutual consent to reschedule the work and funding.

3. Cost-Share Funds.

To defray the Project costs to the City, the District will provide the City cost-share assistance up to the total amount of \$14,204, not to exceed 50% of total Project costs as outlined in the attached Exhibit A Grant Application Budget Form.

4. Terms of Payment.

The District upon the Effective Date of this Agreement will disburse to the City 80% of the Project's above cost-share amount.

On District receipt of the certification of completion and review of such Project documentation as it may require, including invoices and receipts documenting actual Project costs, the District will disburse to the City the remaining District approved cost-share funds.

The City is to provide as-built records, an approved operations and maintenance plan, and documentation of pollution reductions in accordance with the stated water quality outcomes included in Exhibit A.

5. Term of Agreement; Survival of Terms; Incorporation of Exhibits.

This Agreement will be effective on _____, 2022, and will expire on December 31, 2023, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clause: 7(E) Government Data Practices.

Exhibit A is attached and incorporated by reference.

6. Contingencies.

The District's obligation to provide cost-share funds is contingent on the City's compliance with the terms of this Agreement, including but not limited to Project completion in accordance with the District-approved plans and specifications, by the December 31, 2023 completion date. The City will return to the District any cost-share funds already received if this condition is not satisfied.

7. Miscellaneous.

A. Relationship of Parties. Nothing in this Agreement creates or establishes a partnership, joint venture or agency relationship between the parties. District review or approval of design plans and specifications, and any other Project-related documents is solely for the District’s own accounting for funds expended. As between the parties, the City is solely responsible for selection of the Project design and the means, method and manner of construction. Nothing in this Agreement creates a right in any third-party or affects any immunity, defense or liability limitation enjoyed by either party.

B. Employees. The City represents that it has or will secure, at its own expense, all personnel and/or contractors required for the performance of this Agreement. No City personnel or contractor will be considered an agent, representative or employee of the District.

C. Assignment or Modification. This Agreement binds and inures to the benefit of the City and the District, and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other. Any modification of the Agreement must be in writing and signed by both parties.

D. Notices. Any notice provided under this Agreement will be sent by certified mail, return receipt requested, or by personal service at the following address:

City of Spring Lake Park
1301 81st Ave NE
Spring Lake Park, MN 55432

Coon Creek Watershed District
13632 Van Buren Street NE
Ham Lake, MN 55304

E. Government Data Practices Act. The District and City will comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, as it applies to all data created, collected, received, stored, used, maintained or disseminated by the District or the City under this Agreement.

F. Recitals. The Recitals stated above are incorporated as part of this Agreement.

COON CREEK WATERSHED DISTRICT:

CITY OF SPRING LAKE PARK:

By _____
President, Board of Managers

By _____
Mayor

Dated: _____

Dated: _____

By _____
Administrator

Dated: _____