GREAT RIVER GREENING
COOPERATIVE AGREEMENT

THIS AGREEMENT, hereinafter referred to as “Agreement”, is made 19th of January, 2022, by and between the City of West St Paul, hereinafter referred to as the “City” and GREAT RIVER GREENING, hereinafter referred to as “GRG”.

RECITALS:

GRG 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 Minn. Laws 2021, 1st Special Session, Chapter 104, Article 1, Section 2, Subd 5(b) Metro Big Rivers Phase XI, appropriated $684,000 from the fund to the commissioner of natural resources for an agreement to acquire land in fee and permanent conservation easements and to restore and enhance natural systems associated with the Mississippi, Minnesota and St. Croix Rivers and their tributaries in the metropolitan area and as provided in Minnesota Statutes, section 84.026; and

The Minnesota Legislature, under M.L. 2021, First Special Session, Chp. 6, Art. 6, Sec. 2, Subd. 08c, Pollinator Central II: Habitat Improvement With Community Monitoring, appropriated $631,000 the first year is from the trust fund to the commissioner of natural resources for an agreement with Great River Greening to restore and enhance pollinator habitat in the metropolitan area to benefit pollinators and people and to build knowledge of the impact through community-based monitoring. Expenditures are limited to the identified project corridor areas as defined in the work plan; and

GRG desires to contribute $157,700.00 towards the partnership project; and

The City desires to contribute $20,000.00 towards the partnership project; and

The City seeks to enter into an agreement with GRG for the purpose of detailing partnership contributions and the provision of Technical Services in support of the Garlough and Marthaler Parks Habitat Restoration (the “Project”). With GRG 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, the City and GRG hereby agrees as follows:

1. Compensation and Terms of Payment

   a. Compensation

      The Parties agree that GRG 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.

      Budget for the project as detailed in the Scope of Services below is as follows:

      | Description                  | Amount   |
      |------------------------------|----------|
      | GRG Contributions (OHF)      | $91,100.00 |
      | GRG Contributions (ENRTF)    | $66,600.00 |
      | City Contributions           | $20,000.00 |
      | **Total Project Costs:**     | **$177,700.00** |

   b. Funding for this project is provided by the Environment and Natural Resource Trust Fund (ENRTF) as recommended by the Legislative Citizen Commission on Minnesota Resources (LCCMR) and Outdoor Heritage Fund (OHF) as recommended by the Lessard-Sams Outdoor Heritage Council (L-SoHC). The City agrees to the conditions as Landowner, as outlined in Exhibit A.

      After the City contribution, GRG shall assume fiscal responsibility for all services completed under this agreement. GRG’s financial obligation, as set out above, shall be in accordance with the Metro Big Rivers phase XI and Pollinator Central II: Habitat Improvement With Community Monitoring 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. The parties agree that GRG will complete or arrange for all services to be completed under this Agreement, the cost of which will be funded jointly pursuant to the cost breakdown above.
b. **Terms of Payment**

GRG will invoice the City for its portion of the Project costs on GRG’s billing schedule, but not more frequently than monthly, based upon completion or partial completion of work; provided, however, that the City shall not be invoiced for more than $20,000 (as identified above as the City Contribution above).

2. **Condition of Payment**

All services provided by GRG pursuant to this agreement shall be performed to the satisfaction of the City 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 the City 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**

Great River Greening (“GRG”) agrees to provide the following list of services for 23 acres of oak savanna understory enhancement and restoration through exotic species management and 8 acres of pollinator habitat establishment on the Garlough and Marthaler Park properties:

- **Oak savanna / woodland unit enhancement:**
  - Woody invasive removal through forestry mowing and / or cut and stump treatment
  - Follow up maintenance of treatment area
  - Native understory seed installation

- **Coordination of turf to prairie conversion and native planting enhancement:**
  - Site preparation
  - Seed installation and plug planting with native pollinator species
  - Establishment maintenance through timed mowing events and spot herbicide treatments

- **Project oversight by GRG staff ecologist consistent with the partner and grant plans, goals, and policies.**

- **Development and implementation of at minimum one volunteer event.**

- **Management and reporting to the State on outcomes related to the Environment and Natural Resources Trust Fund and the Clean Water, Land and Legacy Fund.**

GRG agrees to oversee and implement the Project activities as identified in the Outdoor Heritage and Trust Fund Work Plans.

The City agrees to oversee project for consistency with the City plans, goals and policies.

4. **Effective Date of Contract**

This agreement shall become effective January 19, 2022.

5. **Term of Contract**

This agreement shall remain in effect until June 15, 2026, or until all obligations set forth in this agreement have been satisfactorily fulfilled or unless earlier terminated as provided, whichever occurs first.
6. **Notices**

The City shall appoint an authorized agent for the purpose of administration of this agreement. GRG is notified of the authorized agent of the City as follows:

<table>
<thead>
<tr>
<th>City of West St. Paul</th>
<th>Great River Greening</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Authorized Contact</strong></td>
<td><strong>Authorized Contact</strong></td>
</tr>
<tr>
<td>Dave Schletty</td>
<td>Rebecca Tucker</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td><strong>Address</strong></td>
</tr>
<tr>
<td>1616 Humboldt Ave.</td>
<td>251 Starkey Street, Suite 2200</td>
</tr>
<tr>
<td>West St. Paul, MN 55118</td>
<td>St Paul, MN 55107</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td><strong>Phone Number</strong></td>
</tr>
<tr>
<td>(651) 552-4152</td>
<td>(651) 272-3982</td>
</tr>
<tr>
<td><strong>Email Address</strong></td>
<td><strong>Email Address</strong></td>
</tr>
<tr>
<td><a href="mailto:dschletty@wspmn.gov">dschletty@wspmn.gov</a></td>
<td><a href="mailto:rtucker@greatrivergreening.org">rtucker@greatrivergreening.org</a></td>
</tr>
</tbody>
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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 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.

8. **Indemnity**

GRG agrees to defend, indemnify, and hold the City, 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.

9. **Insurance**

GRG shall not commence work under this agreement until it has obtained, at its own cost and expense, all insurance required herein.

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

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

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.

11. 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.

12. 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.

13. 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.

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 the City and GRG. GRG is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the City (DNR, City, County, Private landowner). 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.
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 GRG at its address stated herein, and to the authorized agent of the City 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 City, 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 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.

18. **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.

19. **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.

20. **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.

WEST ST. PAUL

BY: __________________________
NAME: David Napier
TITLE: Mayor
DATE: __________________________

GREAT RIVER GREENING:

BY: __________________________
NAME: Kateri Routh
TITLE: Interim Executive Director
DATE: __________________________

Grant Managers: TR 1/18/2022 and KR 1/19/2022
Director of Operations: TR 1/18/2022
Director of Finance: _KR 1/19/2022

BY: __________________________
NAME: Nate Burkett
TITLE: City Manager
DATE: __________________________
THIS AGREEMENT is made between Great River Greening (Minnesota Outdoor Heritage Fund and Environment and Natural Resources Trust Fund Recipient); and the City of West St. Paul (Landowner).

1.0 GENERAL CONDITIONS

1.1 COMPLIANCE
The Landowners acknowledge that these funds are proceeds from the State of Minnesota Clean Water, Land and Legacy Fund and Environment and Natural Resources Trust Fund (hereinafter “OHF” and 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 Landowners agree to allow GRG, Lessard-Sams Outdoor Heritage Council (L-SOHC) and 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
GRG’s and Landowner’s contributions must be for actual and direct costs for the Project. 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 Clean Water, Land and Legacy Fund and Environment and Natural Resources Trust Fund are agreed to be $157,700.00.

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

(Partial) funding for this project was provided by the Minnesota Clean Water, Land and Legacy Fund and Environment and Natural Resources Trust Fund.

Landowner agrees to maintain signs installed by GRG at the project site that including both logos, and will include it in permanent signage installed by Landowner.

2.3 ECOLOGICAL AND RESTORATION MANAGEMENT PLAN
For all restorations conducted with money appropriated under this section, GRG 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 June 2016 version).

2.4 RESTORATION EVALUATION
GRG must provide an initial restoration evaluation to LCCMR and L-SOHC 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 ten (10) years. GRG agrees to make reasonably 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 ten (10) years, then the Landowner(s) agrees to reimburse the Minnesota Outdoor Heritage Fund and 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 GRG must give consideration to Conservation Corps Minnesota or its successor for subcontract restoration and enhancement services.

2.8 RESTORATION AND ENHANCEMENT GUIDELINES
GRG 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); and
- MN-DNR Operational Order #113 Invasive Species (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);
- 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);

These guidelines apply to planning and implementation.