

AGREEMENT FOR CHANNEL MAINTENANCE – 2014
CITY OF GOLDEN VALLEY

This Agreement is made this ____ day of _____, 2014, by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (“Commission”) and the City of Golden Valley, Minnesota, a Minnesota municipal corporation (“City”);

WITNESSETH:

WHEREAS, the Commission has established a program to work in cooperation with member cities to fund channel maintenance projects; and

WHEREAS, the City has applied to the Commission for funds for a channel maintenance project in the City, a description of which is attached as Attachment One, which is made a part of this Agreement (the “Project”); and

WHEREAS, the Commission is willing to provide funding for the City’s Project in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, on the basis of the premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The City will undertake the work of the Project as described in Attachment One. The City may request a change in the Project, which may be authorized, in writing, by the Commission’s Engineer.
2. The plans for the Project shall be reviewed by the Commission’s Engineer, who may approve or require modifications to the Plans. Project design, construction and maintenance will conform to all conditions of approval imposed by the Commission.

3. The City shall require that engineers, architects and contractors for the work of each part of the Project have liability insurance in the amount of current statutory limits specified in Minnesota Statutes, Chapter 466, and that the Commission and the Commission's Engineer are named as additional insureds on such policies. Before commencing construction of the Project, the City shall provide to the Commission a Certificate of Insurance demonstrating compliance with this requirement. The Certificate shall provide that the insurance may not be cancelled without giving the certificate holder the same notice of cancellation as is given to the policyholder.
4. The City shall undertake, or cause to be undertaken, the Project in accordance with the approved plans. Contracts will be awarded by the City in accordance with all applicable public bidding and contracting requirements.
5. The City shall be responsible for securing, or causing to be secured, all necessary permits for the work of the Project.
6. Upon completion of the work of the Project, the City shall secure record drawings, with a certification by the design engineer or architect that the work was completed according to record drawings. A copy of the certification shall be forwarded to the Commission's Engineer.
7. The City will submit invoices to the Commission, no more frequently than monthly, for partial reimbursement for the work of the Project. Reimbursable expenses include out-of-pocket costs incurred for construction, and costs of design, engineering, and contract administration. Reimbursement will be made subject to the following limitations:
 - a) Total reimbursement for the work of the Project will not exceed \$75,000, and no reimbursement will be made for costs paid to the City by other parties.

- b) Reimbursement will be made from that part of the Commission's Creek and Streambank Trunk System Maintenance, Repair and Sediment Removal Fund (the "Channel Maintenance Fund") allocated to channel maintenance in the City. If the cost of the Project exceeds \$75,000, the City may apply to the Commission for additional reimbursement from funds allocated to the City in the Channel Maintenance Fund.
8. Claims by the City for reimbursement shall be accompanied by such proof of expenses as may reasonably be requested by the Commission, and the books and records of the City shall be available for inspection by the Commission upon reasonable notice during normal business hours. If the City will seek reimbursement for design, engineering and contract administration by City staff, it will maintain and provide to the Commission detailed time records showing daily records of time spent, description of activity, staff personnel involved and rate of total compensation. Hourly rates charged will include pro-rated salary and fringe benefits in accordance with the schedule of rates attached to this Agreement as Attachment Two, which rates are subject to annual adjustment commensurate with changes in City costs of salary and benefits.
9. The Commission shall reimburse the City for eligible expenses in accordance with this Agreement within 45 days of receipt of an invoice therefor.
10. This Agreement will terminate on the third anniversary of the date of this Agreement unless extended by mutual agreement of the City and the Commission. The Commission will have no obligation to reimburse claims not submitted prior to the termination date.
11. The parties agree that the Commission's participation in the Project is limited to the payment of channel maintenance grant funds in accordance with this Agreement. This Agreement does not make the Commission a partner, agent or co-venturer in the City's Project and the Commission will incur no responsibility or liability for the work of the City's Project.

BASSETT CREEK WATER
MANAGEMENT COMMISSION

By: _____
Chair

And by: _____
Secretary

CITY OF GOLDEN VALLEY

By: _____
Mayor

And by: _____
Manager

ATTACHMENT ONE

ATTACHMENT TWO