

COOPERATIVE AGREEMENT

This Agreement is made as of the 16th day of October, 2014, by and between the Bassett Creek Watershed Management Commission, a joint powers watershed management organization (hereinafter the “Commission”), and the City of Golden Valley, a Minnesota municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, the Commission adopted the Bassett Creek Watershed Management Plan on September 16, 2004 (the “Plan”), a watershed management plan within the meaning of Minn. Stat., § 103B.231; and

WHEREAS, the Plan, as amended, includes a capital improvement program (“CIP”) that lists a number of water quality project capital improvements; and

WHEREAS, the water quality projects identified in the CIP include a capital improvement project described as Restoration of the Main Stem of Bassett Creek from 10th Avenue to Duluth Street in the City of Golden Valley, as more fully described in the feasibility report for the Project prepared by WSB & Associates, Inc., entitled “2015 Bassett Creek Main Stem Restoration Project” dated June 10, 2014, which is attached and made a part hereof (the “Project”); and

WHEREAS, the cost estimate for the Project is between \$1,300,000 and \$1,600,000; and

WHEREAS, the Plan specifies that the Project will be funded by a County tax levy under Minn. Stat., § 103B.251; and

WHEREAS, on October 16, 2014, the Commission adopted a resolution ordering the Project and directing that it be constructed by the City; and

WHEREAS, project costs were certified to Hennepin County, which will levy taxes throughout the watershed for the Project costs in 2014 for collection and settlement in 2015; and

WHEREAS, the City is willing to construct the Project on the terms and conditions hereinafter set forth.

NOW, THEREFORE, ON THE BASIS OF THE PREMISES AND MUTUAL COVENANTS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. The Project will consist of the Restoration of the Main Stem of Bassett Creek from 10th Avenue to Duluth Street, as described in the Feasibility Report for the Project.
2. The City will design the Project and prepare plans and specifications for construction of the Project. 90% plans and specifications, and any changes to such plans and

specifications, shall be submitted to the Commission for approval. Minor change orders that do not materially change either the effectiveness of the Project to meet its intended purposes or the environmental impacts of the Project may be approved by the City

3. The City will advertise for bids and award contracts in accordance with the requirements of law. The City will award the contract and supervise and administer the construction of the Project to assure that it is completed in accordance with plans and specifications. The City will require the contractor to provide all payment and performance bonds required by law. The City will require that the Commission be named as additional insured on all liability policies required by the City of the contractor and be given the same notification of cancellation or non-renewal as is given to the City. The City will require that the contractor defend, indemnify, protect and hold harmless the Commission and the City, their agents, officers, and employees, from all claims or actions arising from negligent acts, errors or omissions of the contractor. The City will supervise the work of the contractor. However, the Commission may observe and review the work of the Project until it is completed. The City will display a sign at the construction site stating "Paid for by the Taxpayers of the Bassett Creek Watershed".
4. The City will pay the contractor and all other expenses related to the construction of the Project and keep and maintain complete records of such costs incurred.
5. The Commission will reimburse Five Hundred Three Thousand Dollars (\$503,000) of Project expenses from its Capital Improvement Program Closed Project Account. The Commission will use its best efforts to secure payment from the County in accordance with Minn. Stat., § 103B.251 in the amount of One Million Dollars (\$1,000,000) by tax levy in 2014 for collection in 2015. The total reimbursement will not exceed One Million Five Hundred Three Thousand Dollars (\$1,503,000), less Commission expenses.

Out-of-pocket costs related to the Project, incurred and paid by the Commission including, but not limited to, feasibility studies, publication of notices, securing County tax levy, preparation of contracts, review of proposed contract documents, administration of this contract and a 2.5% administrative charge shall be repaid from the amount specified above from the Commission's Capital Improvement Program Closed Project Account and from funds received in the tax settlement from Hennepin County. All such funds in excess of such expenses are available for reimbursement to the City for costs incurred by the City in the design and construction of the Project. Reimbursement to the City will be made as soon as funds are available provided a request for payment has been received from the City providing such detailed information as may be requested by the Commission to substantiate costs and expenses.

6. Reimbursement to the City will not exceed the amount specified above from the Capital Improvement Program Closed Project Account and the amount received

from the County for the Project less any amounts retained by the Commission for Commission expenses. Reimbursement will not be increased by grants or other revenues received by the Commission for the Project. Reimbursement will not exceed the costs and expenses incurred by the City for the Project, less any amounts the City receives for the Project as grants from other sources. All costs of the Project incurred by the City in excess of such reimbursement shall be borne by the City or secured by the City from other sources.

7. All City books, records, documents, and accounting procedures related to the Project are subject to examination by the Commission.
8. The City will perform all necessary investigations of site contamination and secure all necessary local, state, or federal permits required for the construction of the Project and will not proceed with the Project until any required environmental review and remediation of site contamination is completed or a plan for remediation is approved by appropriate regulatory agencies. Upon completion of the Project, the City will assume responsibility for its maintenance.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on behalf of the parties as of the day and date first above written.

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

By: _____
Its Chair

And by: _____
Its Secretary

CITY OF GOLDEN VALLEY

By: _____
Its Mayor

And by: _____
Its Manager