

COOPERATIVE AGREEMENT
(Cost Share Purchase of High Efficiency Street Sweeper BC-12)

This Cooperative Agreement (“**Agreement**”) is made as of this ____ day of _____, 2023 by and between the Bassett Creek Watershed Management Commission, a joint powers watershed management organization (“**Commission**”), and the City of Golden Valley, a Minnesota municipal corporation (“**City**”). The Commission and the City may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The Commission adopted the Bassett Creek Watershed Management Commission Watershed Management Plan on September 17, 2015 (“**Plan**”), a watershed management plan within the meaning of Minnesota Statutes, section 103B.231.
- B. The Plan includes a capital improvement program (“**CIP**”) that lists a number of water quality project capital improvements.
- C. The Commission adopted an amendment to the Plan on August 19, 2021 to include in its CIP the Cost Share Purchase of High Efficiency Street Sweeper in Golden Valley (“**Sweeper**”) for use within the Bassett Creek Watershed (“**Project**”).
- D. The Project includes sharing the cost of the purchase of the Sweeper for use by and in the City. The Project, including the cost sharing structure outlined herein, is consistent with the BCWMC’s “Policy on Use of CIP Funds for City Equipment Purchase” (“**Policy**”), which was approved by the Commission on April 16, 2020.
- E. The City shall use the Sweeper in subwatersheds of certain waterbodies and will collect data and document the effectiveness of the equipment at reducing pollutant loads, as provided in Exhibit A attached hereto and as required under the Policy.
- F. The estimated total cost of the Project to the Commission, including cost share pursuant to Policy guidelines, administration, and technical review is \$150,000.
- G. On September 21, 2023, the Commission adopted a resolution ordering the Project and directing that it be implemented by the City.
- H. In accordance with the Plan, Project costs were certified to Hennepin County, which will levy taxes throughout the watershed for Project costs in 2023 and 2024 for collection and settlement in 2024 and 2025, respectively, pursuant to Minnesota Statutes, section 103B.251.
- I. The City is willing to implement the Project in accordance with the terms and conditions hereinafter set forth.

AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. Project. The Project will include a purchase of the Sweeper by the City, in accordance with all statutory municipal contracting requirements, and its use pursuant to Exhibit A attached hereto. Upon the City's initial purchase of the Sweeper, the Commission agrees that it will reimburse the City for approximately 50% of the cost in accordance with this Agreement, which pursuant to sections 2 and 3 of this Agreement shall not exceed \$150,000. The City shall use the Sweeper in certain subwatersheds, as specified in the attached Exhibit A, and it will annually report on the use of the Sweeper and its effectiveness at reducing total phosphorus in subwatersheds of nutrient impaired lakes and reducing chlorides in the subwatershed of Sweeney Lake. Reporting will occur annually for five years and shall include, but may not necessarily be limited to, all data specified in Exhibit A. Said annual reports (the "**Effectiveness Report**") shall be promptly submitted to the Commission upon their completion.
2. Commission Reimbursement. The Commission will use its best efforts to secure payment from the County in accordance with Minnesota Statutes, section 103B.251 in the amount of One Hundred Fifty Thousand Dollars (\$150,000) by tax levy in 2023 and 2024 for collection in 2024 and 2025, respectively. The total reimbursement paid by the Commission to the City for the Project will not exceed One Hundred Fifty Thousand Dollars (\$150,000) towards purchase of the Sweeper less other Commission costs expected to be associated with the Project including up to a 2% administrative charge, and the cost of technical reviews of the effectiveness reports that will be prepared by the City and submitted to the Commission in accordance with this Agreement. Reimbursement to the City of 90% of the cost shared amount (\$135,000) will be made as soon as funds are available, provided a request for payment has been received from the City that contains such detailed information as may be requested by the Commission to substantiate costs and expenses. The City may then request reimbursement of the remaining 10% of the cost shared funds (up to \$15,000, less Commission costs) after submittal of the first Effectiveness Report and subsequent review by the Commission.
3. Limits on Reimbursement. Reimbursement to the City will not exceed the lesser of \$150,000, less Commission costs as provided in section 2 above, or the total amount received from the County for the Project. 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.
4. Audit. All City books, records, documents, and accounting procedures related to the Project are subject to examination by the Commission and either the State Auditor or the Legislative Auditor for at least six years after completion of the Project.
5. Ongoing Service Period; Maintenance. The City shall be responsible for ongoing maintenance of the Sweeper and shall ensure that it remains in service, in good repair, and continues to effectively remove pollutants in the Bassett Creek Watershed for no less than 60 months from its date of purchase. The City agrees to perform all maintenance of the Sweeper at its sole cost and expense.

6. Data Practices. The City shall retain and make available data related to effectiveness documentation in accordance with the Minnesota Government Data Practices Act.
7. Term. This Agreement shall be in effect as of the date first written above and shall terminate after the last annual report that is required herein is finalized by the City and submitted to the Commission.
8. Entire Agreement. The above recitals and the exhibits attached hereto are incorporated in and made part of this Agreement. This Agreement contains the entire understanding between the parties regarding this matter and no amendments or other modifications of its terms are valid unless reduced to writing and signed by both parties.

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

Date: _____

CITY OF GOLDEN VALLEY

By: _____
Its Mayor

And by: _____
Its City Manager

Date: _____

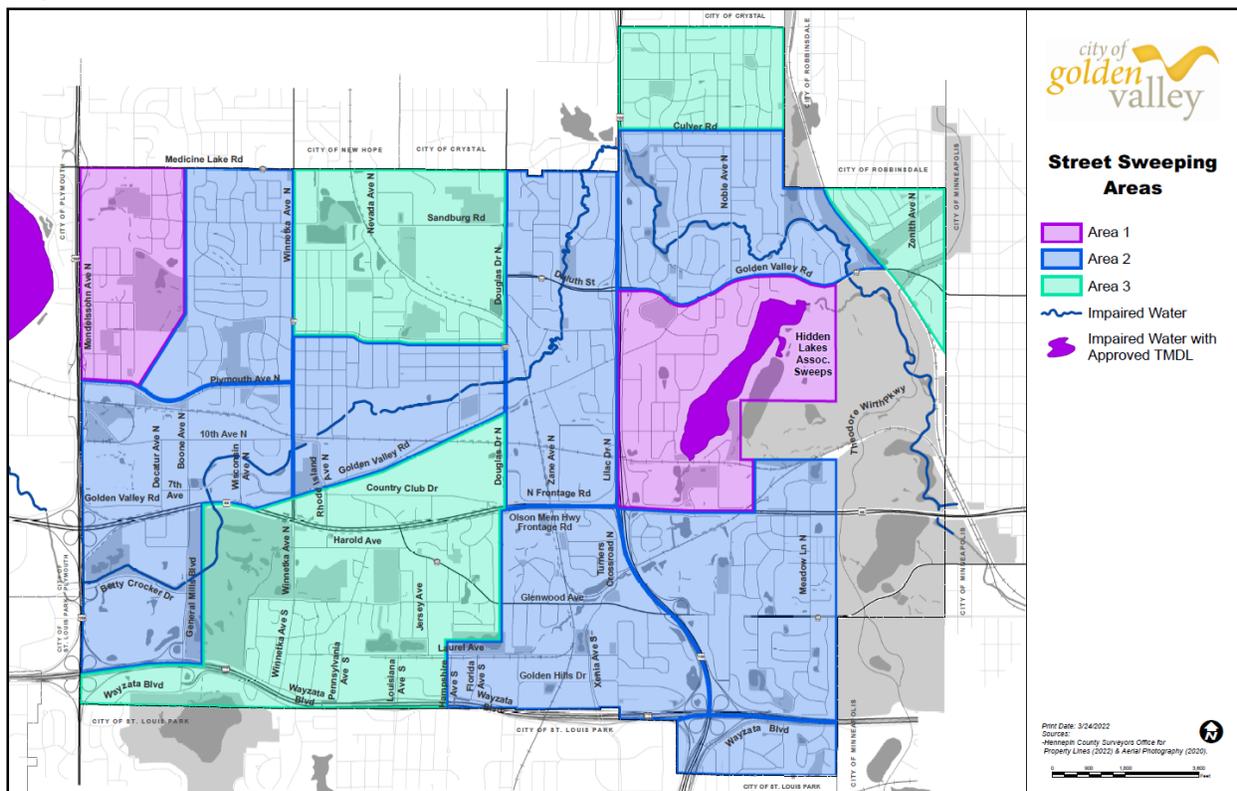
EXHIBIT A

Use and Reporting Requirements for High Efficiency Street Sweeper

The City shall use the Sweeper in subwatersheds of certain waterbodies and shall collect data to document the effectiveness of the equipment at reducing pollutant loads, as provided in this Exhibit A and as required under the BCWMC's "Policy on Use of CIP Funds for City Equipment Purchase" ("Policy"). The Commission shall deliver a copy of the Policy to the City and shall provide at least 30 days written notice to the City of any changes to the Policy.

Required Sweep Areas:

The City shall use the Sweeper to sweep zones (areas) 1, 2, and 3 shown in the Street Sweeping Areas map below.



Required Timing for Sweeping:

The City shall use the Sweeper to sweep in all zones at least once in October or November to reduce nutrients and at least once in March, April or May to reduce chlorides.

Required Effectiveness Testing and Reporting:

The City shall collect a representative sample from each sweeping zone and submit for testing of parameters that include chloride and phosphorus concentrations (the "Sample(s)"). The City shall submit the samples to a laboratory for testing at least twice per year, once in the Spring and once in the Fall. The City shall provide all test results to the Commission.

In the years 2024-2028, the City shall prepare an annual Effectiveness Report and provide the report to the Commission. The annual report shall contain at least the following information:

- Zone number and downstream waterbody
- Dates of sweeping
- Lane miles swept
- Estimated pollutant load reduction in mg/kg for total phosphorus and chlorides

The City shall promptly submit all Effectiveness Reports to the Commission upon their completion.