
Contract for Services

between the

City of Ramsey

and the

Anoka Conservation District

for

City of Ramsey

Stormwater Retrofit Analysis

This AGREEMENT is made and entered into by and between the CITY OF RAMSEY, hereinafter referred to as the CITY, and the ANOKA CONSERVATION DISTRICT, a subdivision of state government organized under MN Statute 103C with a regular place of business at 1318 McKay Drive NE, suite 300, Ham Lake, MN 55304, hereinafter referred to as ACD.

WITNESSETH

WHEREAS, the ACD and the CITY have the common objective of properly and efficiently managing natural and water resources for the long term good; and

WHEREAS, the CITY and the ACD are mutually interested in cooperating with each other to improve the quality of stormwater discharged to rivers; and

WHEREAS, the parties agree that it is in their best interest to define their respective responsibilities and obligations; and

WHEREAS, the parties are authorized to enter into agreements for joint exercise of powers common to them pursuant to the Minnesota Joint Powers Act, Minn. Stat. §471.59; and

NOW, THEREFORE, it is mutually stipulated and agreed; as follows:

Article 1 Purpose

The parties agree that they have joined together for the purpose of implementing the City of Ramsey Stormwater Retrofit Analysis which is summarized in the attached document. All tasks related to implementation of this analysis shall be referred to as the PROJECT.

Article 2 CITY Responsibility

The CITY is responsible to:

- Compensate ACD per this AGREEMENT. Compensation to the ACD will be limited to the amount specified in this AGREEMENT. Funds used shall be from local levy so they are eligible as-for the State Clean Water Fund match.
- Provide shapefiles of stormwater utilities including catch basins, ~~and pipes~~ ~~and practices~~, to the extent it is they are available.
- ~~Provide-Assist~~ ACD staff with project direction ~~including discussing by providing information on~~ known problems, preferred stormwater treatment practice types, plans for upcoming road improvements and related issues.

Article 3 ACD Responsibility

The ACD will implement the PROJECT. This will be accomplished by:

- Carrying out the tasks outlined in the attached document as feasible considering budget, staffing and environmental constraints.
- Maintain detailed accounting of all financial transactions and in-kind contributions.
- Providing a final report of activities and finances by June 30, 2016.

Article 4 Disbursement of Funds

The ACD will invoice the CITY for the total city contribution of \$3,441 upon execution of this agreement. The ACD must refund to the CITY any fees paid for work that is not completed to the terms specified in this AGREEMENT.

Article 5 Contracts and Purchases

All contracts let and purchases made pursuant to this agreement shall be made by the ACD in conformance with requirements applicable to the ACD. Any equipment purchased will become property of the ACD.

Article 6 Disposition of Plans, Reports and Other Data

At the time of completion or termination of the work, the ACD shall make available to the CITY all maps, tracings, reports, resource materials and other documents pertaining to the work or to the PROJECT. Any adaptation or interpretation will be at the third party's sole risk and without liability or legal exposure to the ACD.

All data and information obtained by the ACD in the performance of the work herein may be kept and used by the ACD at its discretion ~~to~~ for the benefit of the public.

Article 7 Term and Termination

This agreement shall commence when executed by both parties and shall continue until terminated. This agreement shall terminate immediately upon completion of the activities enumerated herein. Either party may terminate this agreement ~~or portion~~ at any time with ten days written notice. Termination by either party prior to the completion of the PROJECT does not relieve either party from their responsibilities as identified herein for the work performed through the date of receipt of the notice of termination. In the event of early termination of this contract, ACD's reporting responsibilities will be limited to providing the CITY with a digital copy of all data collected and other work products through the date of termination of the agreement.

Article 8 Mutual Indemnification

The CITY and ACD mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of ~~the~~their respective officers, agents, or employees relating to activities conducted by ~~either~~the indemnifying party under this Agreement. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes, Chapter 466; and neither party shall be required to indemnify the other for any claims in excess of the limitations set forth in Minnesota Statutes, Chapter 466, less any amounts the indemnifying party is required to pay on behalf of itself, its officers, agents, and employees for damages arising out of the same occurrence.

Article 9 Affirmative Action and Equal Employment Opportunities

In accordance with the ACD’s policy of affirmative action and policy against discrimination, no person shall illegally, on the grounds of race, color, religion, sex, marital status, public assistance status, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied benefits of or be otherwise subjected to discrimination under any program, service or activity hereunder in accordance with the provisions or any and all applicable federal and state laws against discrimination.

Article 10 Entire Agreement

The entire agreement of the parties is contained herein including attachment “Cities of Anoka Ramsey Stormwater Retrofit Analyses Summary.” Any alterations, variations, modifications or waivers of the provisions of this agreement shall be valid only when they have been reduced to writing and duly signed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year signed below.

City of Ramsey

Anoka Conservation District

By: _____

By: _____

Date: _____

Date: _____