

**Professional Services Agreement
City of Minneapolis Rainleader Disconnect Program
Agreement # 309-0000-07-01**

THIS AGREEMENT is made between the Mississippi Watershed Management Organization (“MWMO”), a Minnesota joint powers organization and The City of Minneapolis Environmental Services (“City”), for Rainleader disconnect services.

I. SCOPE OF AGREEMENT

City agrees to perform services for the MWMO as described on Attachment One, and Attachment Two which are attached to and made a part of this Agreement.

II. COMPENSATION

City will be compensated at the intervals and at the rates stated in Attachment Two. The total compensation under this Agreement will not exceed **\$40,536.40**. City shall submit itemized invoices for services rendered.

III. EXPENSE REIMBURSEMENT

Reimbursable expenses identified on Attachment Two will be paid upon submission of itemized invoice to the MWMO. The MWMO agrees to pay for reimbursable expenses, if reasonably and necessarily incurred. The parties agree that in no event shall the total amount for reimbursable expenses exceed **\$ 0.00**. This sum is not included in the compensation set out in Paragraph II, Compensation.

IV. EFFECTIVE DATE AND TERMINATION DATE

This Agreement shall be in full force and effect from **April 1st, 2007 through March 1st, 2009** unless otherwise extended by the MWMO or terminated earlier under Paragraph XVIII, Cancellation, Default and Remedies. City’s that do not complete the terms of their Agreement in full by the date specified in this paragraph will have 30 days from the termination date to establish an Agreement of a cure for the breach (“Remedy Agreement”). The City will be held to the following conditions until a Remedy Agreement is reached or deliverables from the original Agreement have been fulfilled.

- a. No additional reimbursements will be paid out by the MWMO on any MWMO agreements held by the organization.
- b. The organization may not apply or be eligible for any existing or future funding from the MWMO.

V. SUBSTITUTIONS AND ASSIGNMENTS

Arvella Greenway and Patrick Hanlon will act as principal project managers and executors of the MWMO grant. CSO staff will be used as necessary to fulfill the terms of this agreement.

Upon approval by the MWMO, the City may substitute other persons to perform the services. If substitution is permitted by the MWMO, the City upon request by the MWMO shall furnish information to the MWMO to allow proper review of the qualifications of the substituted person.

The City will neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MWMO staff. The City may contract with others, including appropriate local units of government under terms and conditions specified by the City to complete the work specified in the Application. However, City will continue to be responsible for performance of its obligations under this Agreement notwithstanding contracts with cities or subcities or approved assignment to a subgrantee.

VI. CONTRACT ADMINISTRATION

All provisions of this Agreement shall be coordinated and administered by the person identified in Paragraph XIX.

VII. AMENDMENTS

Amendments may be made to this Agreement in writing signed by both parties.

VIII. OWNERSHIP AND USE OF WORK PRODUCT

Except as provided in Attachment One, all data, notes, working papers, reports and other work products produced in fulfilling the City’s obligations under this Agreement (hereinafter “Work Product”) shall become, upon creation, the exclusive property of the MWMO. City may not use the Work Product or any other deliverables under this Agreement for any purpose other than fulfilling its obligations under this Agreement without the prior written consent of the MWMO. The MWMO may grant or deny City’s application for such consent or may condition its consent on the payment of compensation or the imposition of such other conditions as the MWMO deems appropriate.

IX. NAMING RIGHTS AND ACKNOWLEDGEMENTS

Except as provided in Attachment One, To assure that appropriate credit for funding and other contributions of the MWMO and its staff members is given for their participation in the project, the MWMO retains and shall have the right to control the title, citations, acknowledgments, attributions, cover design, logos and credits of the work of the project.

X. CAPITAL EQUIPMENT PURCHASED WITH STIPENDS

Except as provided in Attachment One, the title for equipment purchased with the funding provided in this contract shall be taken in the name of the MWMO. The equipment will remain the property of the MWMO for its useful life. After the termination of the contract period, it may remain in the custody of the City so long as it is used for the purposes of promoting and supporting the grant's project goals; or as deemed necessary by the MWMO, the MWMO may take possession of the equipment to use it for MWMO purposes.

XI. INDEPENDENT CITY

The City and its employees are not employees of the MWMO. It is agreed that the City and its employees will act as an independent city and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the MWMO, its departments or agencies. The parties agree that the City and its employees will not act as the agent, representative or employee of the MWMO.

XII. CITY'S INSURANCE

Except as provided in Attachment One, If any insurance is required under this Agreement the City will maintain that insurance identified in Attachment One, which is attached and made part of this Agreement.

XIII. DATA PRACTICES

The City agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The City will immediately report to the MWMO any requests from third parties for information relating to this Agreement. The MWMO agrees to respond promptly to inquiries from the City concerning data requests. The City agrees to hold the MWMO, its officers, and employees harmless from any claims resulting from the City's unlawful disclosure or use of data protected under state and federal laws.

XIV. COMPLIANCE WITH THE LAW

City agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment. In the event of questions from City concerning these requirements, the MWMO agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of this Agreement.

XV. AUDITS

The City agrees that the MWMO, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement.

XVI. APPLICABLE LAW

The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the City.

XVII. CONFLICT AND PRIORITY

In the event that a material conflict is found between provisions in this Agreement, the City’s Proposal, if any, the provisions in the following rank order shall take precedence: 1) Agreement; 2) City’s Proposal

XVIII. CANCELLATION, DEFAULT AND REMEDIES

The MWMO may cancel this Agreement upon thirty (30) days written notice, except that if the City fails to fulfill its obligations under this Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement, the MWMO has the right to terminate this Agreement immediately, if the City has not cured the default after receiving seven (7) days written notice of the default. City will be paid for services rendered prior to the effective date of termination.

XIX. NOTICES

Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To the City: Arvella Greenway or Patrick Hanlon
Minneapolis Rainleader Disconnect Program
250 South 4th St. Rm 414
Minneapolis, MN 55415

To the MWMO: Program Manager
MWMO
2520 Larpenteur Ave W
Lauderdale, MN 55113

The parties being in Agreement, have caused this Agreement to be signed as follows:

FOR THE CITY:

By _____

Its _____

Date _____

By _____

Its _____

Date _____

FOR THE MWMO:

By _____

Its _____

Date _____

VIII. OWNERSHIP AND USE OF WORK PRODUCT

All data, notes, working papers, reports and other work products produced in fulfilling the City's obligations under this Agreement (hereinafter "Work Product") shall become, upon creation, the shared property of the MWMO and the City.

IX. NAMING RIGHTS AND ACKNOWLEDGEMENTS

To assure that appropriate credit for funding and other contributions of the MWMO and its staff members is given for their participation in the project, the MWMO and City will share control of the title, citations, acknowledgments, attributions, cover design, logos and credits of the work of the project. The MWMO shall have their name and logo represented in the materials that are developed, and will be acknowledged in printed materials, publications, presentations and other uses and mention of materials developed under this contract.

X. CAPITAL EQUIPMENT PURCHASED WITH STIPENDS

~~Except as provided in Attachment One, the title for equipment purchased with the funding provided in this contract shall be taken in the name of the MWMO. The equipment will remain the property of the MWMO for its useful life. After the termination of the contract period, it may remain in the custody of the City so long as it is used for the purposes of promoting and supporting the grant's project goals; or as deemed necessary by the MWMO, the MWMO may take possession of the equipment to use it for MWMO purposes.~~

XII. CITY'S INSURANCE

The City is a self-insured municipal corporation pursuant to Minnesota State Statutes.

Attachment Two
City of Minneapolis Rainleader Disconnect Program
Agreement # 309-0000-07-01

Scope of Services

The Minneapolis Rainleader Disconnect Program (RDP) is seeking assistance from MWMO to fund an outreach program for homeowners. The premise of this program is to educate and support citizens in their efforts to remove inflow from the sanitary sewer system as well as apply best management practices on their property. By doing so, the MWMO can demonstrate the connection each person has with the environment and in particular, the Mississippi River.

The RDP staff will work to assist homeowners and other interested parties with their disconnection needs. Funds from the MWMO will be used to provide homeowners with materials needed to redirect their downspouts to drain to greenspace with an emphasis on Raingarden utilization.

Funding Limitations

1. Funding will be provided to sites that discharge to a pervious area.
2. Funding will be provided to sites that discharge to an impervious area if the following criteria apply:
 - a. No pervious surface is available on site
 - b. Discharging to a pervious surface will not cause homeowner safety issues (icy sidewalk)
 - c. Discharging to a pervious surface will not cause adjoining property drainage impacts
 - d. Discharging to a pervious surface will not cause on site building flooding
 - e. Other as approved by MWMO
3. Funding will be provided only for downspout redirection material will not pay for gutters

MWMO staff assistance

1. Approval of homeowner outreach materials and raingarden literature

Deliverables (Due February 1st 2009)

1. Mention MWMO Mpls partnership when providing materials to residents
2. Send homeowner outreach materials to MWMO for review and approval
3. Provide MWMO copies final homeowner outreach materials (available electronic and hard copies)
4. For each installation site, provide MWMO with a copy of the following information:
 - a. The address, owner information, PID#(in excel format)
 - b. A general sketch outlining the site's shape
 - c. Identify the location of the site on the lot
 - d. An estimated square footage of infiltration area
 - e. Ask residents if they are willing to be included in a future survey that will benefit water quality
 - f. **One** digital photo. Photo taken should have larger context of the lot or building. **1 photo after** site work is completed, photos will be used for follow up surveys, and to promote preferred stormwater practices
5. MWMO Final Report

Schedule of Work and Budget

2007

March-Agreement between the MWMO and The City is signed. Bids for materials are accepted and finalized. Logistics and distribution plans are finalized. All project literature is finalized and approved by the MWMO.

April- Letters sent out to the first set of property owners in a neighborhood explaining the program and the responsibility of the property owners.

April- MWMO is sent a copy of homeowner materials for review prior to mailings

May-First materials are delivered to home owners. After the first week of distribution property owners in subsequent neighborhoods are sent letters. The first week of distribution will allow changes to be made to distribution process.

October-Distribution for the 2007 year will close.

December- MWMO is sent a copy of report cover page, acknowledgements and executive summary for review prior to it release

December-A 2007 report is given to the MWMO that describes the progress of the project. -The City provides the MWMO with all the required data collected to date.

2008

April-Letters for distribution in 2008 begins. Distribution begins.

September-The final remaining property owners are given materials

December-A final report is presented to the MWMO and all required data collection is sent to the MWMO.

2009

February-Project is complete and all necessary information has been exchanged between The City and MWMO and remaining issues resolved.

2007 MPLS Rainleader Disconnect / CSO Project Budget

| | # of Units | Cost / Site | # Of Sites | Total MWMO Funding |
|--|------------|----------------|-------------|--------------------|
| Residential standpipe violation | | \$6.50 | 1700 | \$11,050.00 |
| cement | 1 | | | |
| instructional packet | 1 | | | |
| Downspout violation | | \$28.48 | 930 | \$26,486.40 |
| downspout elbows | 2 | | | |
| downspout extensions | 2 | | | |
| quick-setting cement | 1 | | | |
| raingarden instructional manual | 1 | | | |
| Downspout violation | | \$60.00 | 50 | \$3,000.00 |
| downspout elbows (galvanized) | 2 | | | |
| downspout extensions(galvanized) | 2 | | | |
| quick-setting cement | 1 | | | |
| raingarden instructional manual | 1 | | | |
| | | | | \$40,536.40 |

The MWMO administrator or program manager may approve without an amendment to the agreement changes to MWMO line items that vary $\pm 15\%$ from the original budget. **Pre-approval must be given by MWMO staff for expenses that vary $\pm 15\%$ from the original budget. Line items exceeding 15%, over the term of the agreement, shall be by amendment to the agreement.

Reimbursement Requirements (Final Reimbursement Request Due February 1st 2009)

Reimbursements must be submitted using the MWMO Reimbursement Form. All receipts and invoices must be submitted with the form. Reimbursement requests may be submitted monthly.

Monthly reimbursement requests will be paid when they exceed \$250.00. Expenses incurred prior to the MWMO's signature date are not eligible for reimbursement. Only budgeted expenses are reimbursable.

Payment Schedule

MWMO funding will be dispersed upon receiving requests for reimbursement of expenses incurred and paid by the City of Minneapolis. An amount equal to 10% of the maximum amount specified in Article II of the Professional Services Agreement will be withheld until receipt and approval of the MWMO Final Report.

Reporting Requirements (MWMO Final Report Due February 1st 2009)

The MWMO Final Report must be submitted using the MWMO Report Form. Outstanding reimbursement requests and the correlating financial information must be submitted with the MWMO Final Report in order to receive the funding.