



## STAFF REPORT

DATE: 3/21/17

**CONSENT**

ITEM #: 20

**MOTION**

**TO:** City Council

**FROM:** Rob Weldon, Public Works Director

**AGENDA ITEM:** Rain Garden Maintenance Agreement

**REVIEWED BY:** Kristina Handt, City Administrator

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**ISSUE BEFORE COUNCIL:** Should the City Council approve a maintenance agreement with Washington Conservation District for city owned rainwater gardens?

**PROPOSAL DETAILS/ANALYSIS:** Under this agreement, Washington Conservation District will provide maintenance to the 5 city owned rainwater gardens a minimum of 2 times during the 2017 growing season. This maintenance will include; inlet cleaning, plant identification, weed removal and litter removal. Also, by utilizing this service the city will be meeting maintenance requirements of the Best Management Practices, (BMPs) as outlined in the Municipal Separate Storm Sewer System, (MS4) Permit.

Any additional work needed in the rain gardens such as; additional wood mulch or plantings will still be the responsibility of the city

**FISCAL IMPACT:** Not to exceed \$1,250.00, funded through Surface Water Contract Services.

**OPTIONS:**

- Approve Raingarden Maintenance Agreement
- Deny Raingarden Maintenance Agreement
- Table Raingarden Maintenance Agreement

**RECOMMENDATION:**

**Motion to approve Raingarden Maintenance Agreement with Washington Conservation District for an amount not to exceed \$1,250.00**

**ATTACHMENTS:** Raingarden Maintenance Agreement

## **Agreement Between the Washington Conservation District and the City of Lake Elmo**

**PARTIES:** This letter of agreement will set forth the work to be provided by the Washington Conservation District (WCD) to the City of Lake Elmo (City) to perform maintenance of Best Management Practices (BMPs).

**TERM OF CONTRACT:** The effective date of the agreement is from April 1, 2017 to December 31, 2017.

**SCOPE OF SERVICES:** Work to be performed by the WCD includes the following tasks:

- a. Perform a minimum of two maintenance visits for five raingardens. Maintenance activities include inlet cleanout, weed removal, and litter removal.
- b. No material costs are anticipated.

**COST AND PAYMENTS:** Costs for services for these activities shall not exceed \$1,250.00. Services will be provided by the WCD Seasonal Maintenance Worker(s) @ \$38/hr. Invoices will be sent on a quarterly basis and will list specifically the work performed. Invoices are payable by the City of Lake Elmo within 60 days. Office supplies, normal office reproduction expenses, and transportation are included in the hourly rate. Other expenses are to be reimbursed at actual cost.

**RELATIONSHIP:** This agreement in no way shall constitute, nor be construed in such a way to create an employment relationship between the City and the WCD. WCD staff shall not be entitled to any rights, privileges, or benefits of employees of the City.

**INDEMNIFICATION & INSURANCE:** The City agrees it will defend, indemnify and hold harmless the WCD, its board members and employees against any and all liability, loss, costs, damages and expenses, including attorney's fees, which the City its council members or employees may hereafter sustain, incur, or be required to pay arising out of the WCD performance or failure to adequately perform its obligations pursuant to this agreement. Likewise, the WCD agrees that it will defend, indemnify and hold harmless the City, its council members and employees against any and all liability, loss, costs, damages and expenses, including attorneys' fees, which the WCD its board members or employees may hereafter sustain, incur, or be required to pay arising out of the actions of the City. The parties acknowledge and agree that any exposure to liability of the City or the WCD, or the acts or omissions of their respective officers, agents board members and employees will not exceed the limits provided for in is governed by Minn. Stat. section 466.

**EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS:** During the performance of this Agreement, the WCD agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

**RECORDS:** Under Minn Stat. section 16C.05, the WCD's books, records, documents and accounting procedures and practices relevant to this grant are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate for a minimum of six years from the end of this agreement.

**DATA PRIVACY:** All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the WCD's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. Or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The WCD agrees to abide by these statutes, rules and regulations and as they may be amended.

**TERMINATION:** Either the WCD or City may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice prior to the effective date of such termination.

In Witness Whereof, the WCD and City have duly executed this Agreement as of the date and year referenced herein.

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Director of Public Works, Lake Elmo

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Jay Riggs  
District Manager, Washington Conservation District

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Date

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Date