

**COOPERATIVE AGREEMENT
FOR
PREPARATION OF A FEASIBILITY REPORT FOR THE MAIN STEM
CHANNEL RESTORATION PROJECT IN MINNEAPOLIS (2017CR-M)**

This Agreement is made as of this ____ day of _____, 2015, by and between the Bassett Creek Watershed Management Commission, a joint powers watershed management organization (hereinafter the “Commission”), and the City of Minneapolis, a Minnesota municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, the Commission adopted the Bassett Creek Watershed Management Commission Water Management Plan, 2015-2025 on September 17, 2015 (the “Plan”), a watershed management plan within the meaning of Minn. Stat. § 103B.231; and

WHEREAS, the Plan, includes in the Commission’s Capital Improvement Program (“CIP”) a project referred to as Main Stem Channel Restoration, Cedar Lake Road to Irving Avenue (2017CR-M) (the “Project”); and

WHEREAS, the Joint Powers Agreement for the Commission requires the preparation of a feasibility report for projects in its CIP; and

WHEREAS, the City is willing to prepare a feasibility report for 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. Project. The Project will consist of restoring all or portions of the main stem of Bassett Creek in Minneapolis from the Fruen Mill area to the entrance of the Bassett Creek tunnel.
2. Feasibility Report. The City will prepare a feasibility report for the Project (the “Report”) in accordance with the Proposal from Barr Engineering attached as Attachment One. The City will provide the Commission the Report upon its completion.
3. Reimbursement. The Commission will reimburse the City up to _____ Dollars (\$_____) of the cost of preparing the Report. Once the Report is completed, the City will provide the Commission a summary of the costs to prepare the Report and a request for reimbursement. The Commission will process the request and reimburse the City in accordance with the terms of this Agreement.
4. Reimbursement Limits. Reimbursement to the City will not exceed the amount specified in paragraph 3. Reimbursement will not exceed the costs and expenses

incurred by the City for preparation of the Report, less any amounts the City receives for preparation of the Report as grants from other sources. All costs of preparing the Report incurred by the City in excess of such reimbursement shall be borne by the City or secured by the City from other sources.

5. Audit. All City books, records, documents, and accounting procedures related to the preparation of a Report are subject to examination by the Commission.

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 MINNEAPOLIS

Approved as to Form By:

Assistant City Attorney

Approved _____
Department Head responsible for Contract Monitoring

Countersigned: _____
Finance Officer Designee

ATTACHMENT ONE
Barr Engineering Project Proposal

[attached hereto]