



## STAFF REPORT

TO: Mayor Keis and Members of the City Council

FROM: Bryce Shearen, CPRP, Parks & Recreation/Community Services Director

DATE: February 23, 2022

RE: Acceptance of a Great River Greening Cooperative Agreement for the Pollinator Central: Habitat Improvement with Citizen Monitoring Agreement

### **ACTION REQUESTED**

Motion to approve the Great River Greening Pollinator Central: Habitat Improvement with Citizen Monitoring Cooperative Agreement and to authorize the Mayor and City Administrator to enter into an agreement with Great River Greening.

### **BACKGROUND**

Great River Greening (GRG) is a non-profit that leads community-based restoration of prairies, forests, and waters throughout Minnesota. GRG was recently awarded a grant from the Minnesota Environment and Natural Resources Trust Fund as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCMMR). The City of Little Canada applied for a request to partner with GRG in 2020 for pollinator habitat restoration and enhancement along the Thunder Bay/Westwinds Trail, which was included in the grant that was awarded to GRG.

Through this partnership, GRG will provide site preparation necessary for planting, seeding and planting native species, enhancement of existing low-utilization turf areas with pollinator species (bee lawn), and establish a maintenance plan for invasive species management along the Thunder Bay/Westwinds Linear Trail. To achieve these objectives GRG is committing to contribute \$51,200 towards the partnership and the City will contribute a cost not to exceed \$15,000 towards the project.

In addition to the partnership with GRG, the City continues to work in collaboration with the U.S. Fish and Wildlife in restoration efforts throughout the trail corridor. Great progress has already been made in parts of the corridor with signs of healthy pollinator habitats in the making.

### **BUDGETARY IMPACT**

\$15,000 has been budgeted for Habitat Restoration in Thunder Bay/Westwinds Linear Park in 2022 and 2023 in the General Capital Improvement Fund (400).

### **STAFF RECOMMENDATION**

Staff recommends approving the Great River Greening Pollinator Central: Habitat Improvement with Citizen Monitoring Cooperative Agreement as presented.

### **ATTACHMENTS**

- Great River Greening Agreement

**GREAT RIVER GREENING  
COOPERATIVE AGREEMENT**

THIS AGREEMENT, hereinafter referred to as "Agreement", is made 10 of February, 2022, by and between the City of Little Canada, hereinafter referred to as the City and GREAT RIVER GREENING, hereinafter referred to as the "GRG".

RECITALS:

GRG is a non-profit 501(c)(3) conservation organization based in St. Paul, Minnesota organized for the purpose of restoring natural areas and open spaces through community engagement; and

The Minnesota Legislature, under M.L. 2021, First Special Session, Chp. 06, Art. 05, Sec. 02, Subd. 08a, Pollinator Central: Habitat Improvement with Citizen Monitoring, appropriated \$750,000 the second year is from the trust fund to the commissioner of natural resources for an agreement with Great River Greening to restore and enhance approximately 400 acres of pollinator habitat on traditional and nontraditional sites such as roadsides and turf grass from Hastings to St. Cloud to benefit pollinators and build knowledge by engaging approximately 100 citizens in monitoring the impact of habitat improvements. This appropriation is available until June 30, 2025, by which time the project must be completed and final products delivered. Expenditures are limited to the identified project corridor areas as defined in the work plan; and

GRG desires to contribute \$51,200 towards the partnership project; and

City desires to contribute \$15,000 towards the partnership project; and

City seeks to enter into an agreement with GRG for the purpose of detailing partnership contributions and the provision of Technical Services in support of the Thunder Bay Pollinator Enhancement With GRG contributing funds from the appropriation to the project, the Landowner is subject to terms as described in Exhibit A.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, City and GRG hereby agrees as follows:

1. **Compensation and Terms of Payment**
  - a. Compensation

The Parties agree that GRG will complete or arrange for services to be completed under this Agreement. The cost of such services will be funded by joint contributions of the parties.

The City's contributions/compensation under this agreement shall be paid to GRG on the basis of hourly rates for services according to rates shown in Exhibit B attached herein, plus expenses and contractor costs necessary to complete the project, not to exceed \$15,000.

GRG shall contribute \$51,200 match to the City's contribution over the course of the project. After City contribution, GRG shall assume fiscal responsibility for all services completed under this agreement. GRG's financial obligation, as set out above, shall be in accordance with the Pollinator Central: Habitat Improvement with Citizen Monitoring M.L. 2021 appropriation, and may be met through actual payment for services to a third party or calculation of the value, on an hourly basis, for "in-kind" services provided.

b. Terms of Payment

GRG will invoice City on GRG's billing schedule, but not more frequently than monthly, based upon completion or partial completion of work.

2. **Condition of Payment**

All services provided by GRG pursuant to this agreement shall be performed to the satisfaction of the City and its authorized agent, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the City or its authorized agent to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

3. **Scope of Services**

GRG agrees to provide the following list of services for pollinator habitat enhancement on 6 acres:

- Site preparation necessary for planting
- Seeding and planting of native species
- Enhancement of existing low-utilization turf areas with pollinator species (beelawn)
- Establishment maintenance in the form of mowing and invasive species management

The City agrees to provide the following list of services for pollinator habitat enhancements:

- Access to site by GRG or subcontractors
- Coordination in hosting volunteer events and engagement
- Resident notification and signage as appropriate for communication to the public
- Coordination with Xcel (Northern States Power) as relates to management of the transmission right-of-way existing on the site.

The scope of services is further expanded upon in Exhibit B.

GRG agrees to oversee and implement the Project activities as identified in Trust Fund Work Plan. City agrees to oversee project for consistency with City plans, goals and policies.

4. **Effective Date of Contract**

This agreement shall become effective February 10, 2022.

5. **Term of Contract**

This agreement shall remain in effect until June 30, 2024 or until all obligations set forth in this agreement have been satisfactorily fulfilled or unless earlier terminated as provided, whichever occurs first.

6. **Notices**

The City shall appoint an authorized agent for the purpose of administration of this agreement. GRG is notified of the authorized agent of the City as follows:

City of Little Canada	Great River Greening
Authorized Contact	Authorized Contact
Bryce Shearan	David Schmitz
Address	Address
515 Little Canada Rd E, Little Canada, MN 55117	251 Starkey Street, Suite 2200 St Paul, MN 55107
Phone Number	Phone Number
651-766-4045	(612)242-3540
Email Address	Email Address
<a href="mailto:bryce.shearen@littlecanadamn.org">bryce.shearen@littlecanadamn.org</a>	<a href="mailto:dschmitz@greatrivergreening.org">dschmitz@greatrivergreening.org</a>

7. **Partner and State Audit**

Pursuant to Minn. Stat. Section 16C.05, Subd. 5 (2007), the books, records, documents, and accounting procedures and practices of GRG relative to this agreement shall be subject to examination by the City and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by GRG for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the City regarding matters to which the records are relevant. The retention period

shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the City notifies GRG in writing that the records need no longer be kept.

8. **Indemnity**

GRG agrees to defend, indemnify, and hold the City, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of the GRG, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

GRG shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by GRG under this agreement. GRG shall, without additional compensation, correct or revise any errors or deficiencies in GRG's final reports and services.

9. **Insurance**

GRG shall not commence work under this agreement until it has obtained, at its own cost and expense, all insurance required herein.

a. **Workers' Compensation**

- 1) State: Minnesota – Statutory
- 2) Employer's Liability with minimum limits of:  
Bodily Injury by Accident: \$100,000 each Accident  
Bodily Injury by Disease: \$100,000 each Employee  
Bodily Injury by Disease: \$500,000 policy limit
- 3) Benefits required by union labor contracts: as applicable

In the event GRG is a sole proprietor and has not elected to provide workers' compensation insurance, GRG shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the City before entering into the agreement.

b. **Commercial General Liability**

Including Premises, Operations, Products, Completed Operations, Advertising, and Personal Injury Liability, with the following minimum limits of liability:

\$2,000,000 Aggregate  
\$2,000,000 Products & Completed Operations Aggregate  
\$1,000,000 Personal Injury & Advertising Injury  
\$1,000,000 Occurrence  
\$ 100,000 Fire Damage Limit  
\$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

c. **Commercial Auto Liability**

Minimum limits of liability shall be:

If split limits: \$1,000,000 each person/\$1,000,000 each occurrence for  
Bodily Injury \$1,000,000 each occurrence for Property Damage

If combined single limit: \$1,000,000 per occurrence

10. **Subcontracts**

GRG shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of GRG used to perform any portion of this agreement shall report to and bill GRG directly. GRG shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

11. **Force Majeure**

City of Little Canada and GRG agree that GRG shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of GRG and the City.

12. **Data Practices**

GRG, its agents, employees and any subcontractors of GRG, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. GRG understands that it must comply with these provisions as if it were a government entity. GRG agrees to indemnify and hold the City of Little Canada, its officers, department heads and employees harmless from any claims resulting from the GRG's unlawful disclosure, failure to disclose or use of data protected under state and federal laws.

13. **Termination**

This agreement may be terminated by either party, with or without cause upon 30 days written notice to GRG or the Authorized Agent of the Landowner Name.

14. **Independent Contractor**

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association with the City and GRG. GRG is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the City(DNR, City, County, Private landowner). Except as otherwise provided herein, GRG shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due GRG, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of GRG.

15. **Notices**

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to GRG at its address stated herein, and to the authorized agent of the City at the address stated herein.

16. **Controlling Law**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County or Landowner Name, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

17. **Successors and Assigns**

The City and GRG, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the City nor GRG shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

18. **Changes**

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

19. **Severability**

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

20. **Entire Agreement**

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the City and GRG relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

**CITY OF LITTLE CANADA**

**CITY OF LITTLE CANADA**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**GREAT RIVER GREENING:**

BY: \_\_\_\_\_

NAME: Kateri Routh

TITLE: Interim Executive Director

DATE: \_\_\_\_\_

Grant Manager: \_RT 2/2/2022\_

Director of Operations: TR 2/1/2022

Director of Finance: KR 1/27/2022



## **EXHIBIT A: TERMS OF 'Pollinator Central: Habitat Improvement with Citizen Monitoring'**

### **M.L. 2021 APPROPRIATION**

THIS AGREEMENT is made between Great River Greening (Minnesota Environment and Natural Resources Trust Fund Recipient); and City of Little Canada (Landowner).

### **1.0 GENERAL CONDITIONS**

#### **1.1 COMPLIANCE**

The Landowner acknowledges that these funds are proceeds from the State of Minnesota Environment and Natural Resources Trust Fund (hereinafter the "Trust Fund"), which is subject to certain legal restrictions and requirements, including Minnesota Statutes Chapter 116P. The Landowner is responsible for compliance with this and all other relevant state and federal laws and regulations in the fulfillment of the Project.

#### **1.2 ACCESS**

The Landowner agrees to allow GRG, the Legislative-Citizen Commission on Minnesota Resources (LCCMR), and associates access to the Landowner's site and Landowner's activities for evaluation and promotion of the project. Access will be at reasonable times and with sufficient prior notification, and will extend ten (10) years beyond the project completion date.

### **2.0 PROJECT**

#### **2.1 CONTRIBUTIONS**

GRG's and Landowner's contributions must be for actual and direct costs for the Project Work. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Landowner(s) terminates the Agreement before its expiration, then the Landowner(s) agrees to reimburse the Minnesota Environment and Natural Resources Trust Fund prior to final termination for the pro-rated costs of all habitat restoration projects placed on the described land through this Agreement. For these purposes the total cost of the habitat restoration projects to the Minnesota Environment and Natural Resources Trust Fund are agreed to be \$51,200.



#### **2.2 ACKNOWLEDGMENTS**

The Landowner agrees to acknowledge the Trust Fund's financial support for this Work in any statement, press release, bid solicitation, project publications, and other public communications and outreach related to the work

completed using the Trust Fund appropriation. The acknowledgement will contain the following language and/or logo(s):

(Partial) funding for this project was provided by the Minnesota Environment and Natural Resources Trust Fund as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR).

Landowner agrees to maintain signs installed by GRG at the project site that includes this logo, and will include it in permanent signage installed by Landowner.

### **2.3 ECOLOGICAL AND RESTORATION MANAGEMENT PLAN**

For all restorations conducted with money appropriated under this section, GRG must prepare an ecological restoration and management plan that, to the degree practicable, is consistent with the highest quality conservation and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success of the restoration projects. The plan must include the proposed timetable for implementing the restoration, including site preparation, establishment of diverse plant species native to Minnesota, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and take advantage of the best available science and include innovative techniques to achieve the best restoration. The plan and its implementation will follow the current version of Minnesota Board of Water & Soil Resources Native Vegetation Establishment and Enhancement Guidelines (<https://bwsr.state.mn.us/sites/default/files/2019-07/Updated%20guidelines%20Final%2007-01-19.pdf> January 2019 version).

### **2.4 RESTORATION EVALUATION**

GRG must provide an initial restoration evaluation to LCCMR at the completion of the appropriation and an evaluation three years beyond the completion of the expenditure. Restorations must be evaluated relative to the stated goals and standards in the restoration plan, current science, and, when applicable, the Minnesota Board of Water & Soil Resources Native Vegetation Establishment and Enhancement Guidelines. The evaluation shall determine whether the restorations are meeting planned goals, identify any problems with the implementation of the restorations, and, if necessary, give recommendations on improving restorations. The evaluation shall be focused on improving future restorations.

### **2.5 LONG TERM RESTORATION**

The Landowner acknowledges the long term maintenance and enhancement needs of the restoration process to achieve restoration goals. The Landowner agrees to maintain restoration for a minimum of 10 years. The Recipient agrees to make reasonable good faith effort to significantly contribute to the successful maintenance of the project.

If the Landowner(s) should fail to maintain the habitat restoration for 10 years, then the Landowner(s) agrees to reimburse the Minnesota Environment and Natural Resources Trust Fund for the pro-rated costs of all habitat restoration projects placed on the described land through this Agreement.

### **2.6 PROTECTED LAND**

Landowner testifies that the restoration project is on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15; and will provide reasonable written documentation of such protection.

## **2.7 CONTRACTING**

Landowner understands that GRG must give consideration to Conservation Corps Minnesota or its successor for sub-contract restoration and enhancement services.

## **2.8 RESTORATION AND ENHANCEMENT GUIDELINES**

Recipient and Landowner practices shall comply in every respect with:

DNR Pollinator Best Management Practices and Habitat Restoration Guidelines

([http://files.dnr.state.mn.us/natural\\_resources/npc/2014\\_draft\\_pollinator\\_bmp\\_guidelines.pdf](http://files.dnr.state.mn.us/natural_resources/npc/2014_draft_pollinator_bmp_guidelines.pdf)); and

Minnesota Board of Water & Soil Resources' Native Vegetation Establishment and Enhancement Guidelines

(<https://bwsr.state.mn.us/sites/default/files/2019-07/Updated%20guidelines%20Final%2007-01-19.pdf> January 2019 version)

MN-DNR Operational Order #113 Invasive Species

([http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf))

MN-DNR Operational Order #59 Pesticide and Pest Control

([http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_59.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_59.pdf));

MN-DNR Division of Fish and Wildlife Pest and Pest Control Guidelines

([http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/faw\\_pest.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/faw_pest.pdf));

These guidelines apply to planning and implementation.

**EXHIBIT B: SCOPE OF SERVICES**

**GOAL**

Promote pollinator habitat on existing managed right-of-way corridor/Thunder Bay Park.

**OBJECTIVES**

Site preparation sufficient to promote successful establishment of native vegetation and pollinator resources, as well as pollinator enhancement of turf areas, on 6 acres of City property.

**SITE MAPS**

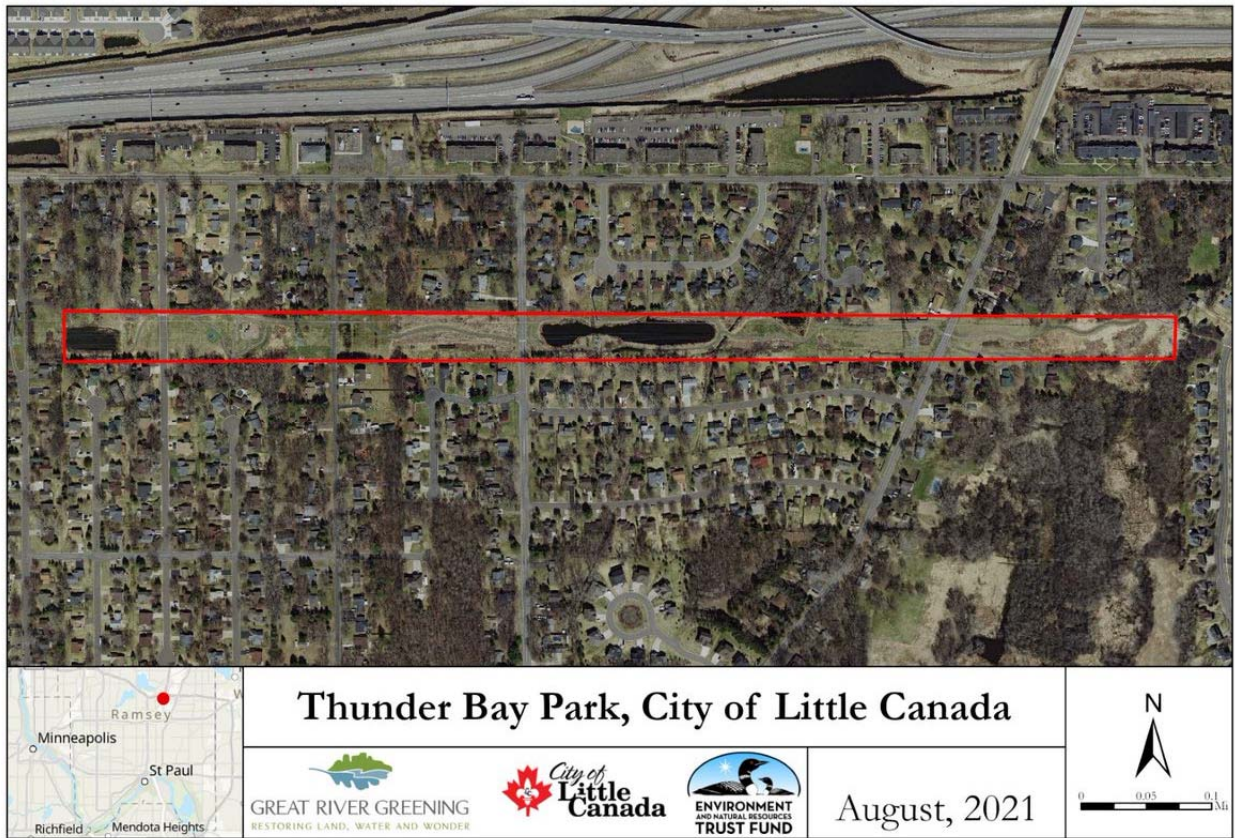


Figure 1: Property Boundary



Figure 2: Area Priorities by Vegetation Type