

COST-SHARE AGREEMENT

THIS COST-SHARE AGREEMENT (the "Agreement"), dated this ___ day of _____, 2025, is between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the "Commission"), and the City of Minneapolis, a Minnesota municipal corporation (the "City"). The Commission and the City may be referred to collectively herein as the "Parties."

RECITALS

WHEREAS, the Parties share a common interest in evaluating the options for incorporating natural resources, recreation, and redevelopment by integrating floodplain and stormwater management into a regional solution for the Bassett Creek Valley (the "Valley"), which is located within the City; and

WHEREAS, to that end, the Parties each contributed to the cost of an engineering study in 2019 related to floodplain and stormwater management within the Valley for the aforementioned purposes (the "2019 Study"); and

WHEREAS, the Parties now seek to have the 2019 Study reviewed and updated due to various changes that have occurred since it was completed, including, without limitation, changes in land ownership and development considerations, updated hydrologic and hydraulic models, and recently performed environmental review and other capital projects within the study area; and

WHEREAS, accordingly, by a separate scope of work (the "Barr Proposal"), the Commission intends to engage Barr Engineering ("Barr") for the purpose of facilitating and conducting the aforementioned review and updates to the 2019 Study (the "Services"); and

WHEREAS, a copy of the Barr Proposal is attached hereto as Exhibit A; and

WHEREAS, in exchange for the Commission's procurement of the Services to be provided by Barr, the City wishes to share in the costs related thereto and reimburse the Commission for 75% of the Services, all in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the performance by the Parties of the terms herein and for other good and valuable consideration, the Commission and the City hereby covenant and agree as follows:

AGREEMENT

- 1. Commission's Procurement of Services.** The Commission hereby agrees to engage Barr to provide the Services previously described herein. Pursuant to the Barr Proposal, the Commission agrees to limit Barr's fees for the Services (the "Barr Fees") to \$85,400. The Commission shall be solely responsible for making full payments to Barr in accordance

with a separate agreement between the Commission and Barr, and said payments shall be subject to reimbursement by the City as provided for in Section 3 of this Agreement.

2. **Collaboration and Deliverables.** The Commission will include City staff on the project team, cooperate and collaborate with City staff throughout the procurement of the Services, and provide the City with a copy of all deliverables and data provided by Barr related to the Services upon completion and finalization of the Services. The Commission will also provide the City with an opportunity to make reasonable follow-up inquiries related to Barr's findings and conclusions so as to aid in the City's ability to interpret, utilize and rely upon information derived from the Services.
3. **Reimbursement for Barr's Services.** The City agrees to reimburse the Commission for 75% of the Barr Fees within 30 days of receiving a reimbursement request from the Commission. At the City's request, the Commission shall provide copies of any paid invoices as evidence of the Barr Fees.
4. **Fee Limit.** Notwithstanding any other provision to the contrary, the City's total responsibility for reimbursement of any and all fees under this Agreement shall not exceed \$64,050 unless otherwise agreed to by the City in writing.
5. **Term of Agreement.** This Agreement shall commence on the date of execution by both Parties and it shall remain in full force and effect until the completion of the Services and all reimbursement required herein is made by the City, at which point the Agreement shall immediately terminate.
6. **Entire Agreement.** This Agreement contains the complete agreement between the Parties and supersedes any previous oral agreements, representations and negotiations between the Parties regarding the subject matters of this Agreement. The Parties agree that there are no representations, warranties, collateral agreements or conditions affecting this Agreement except for those that are expressly provided herein.
7. **Assignment.** Neither party shall assign this Agreement without the written consent of the other party.
8. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their permitted successors and assigns.
9. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.
10. **Data Practices.** Any and all data created, collected, received, stored, used, maintained, or disseminated to either party pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

11. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.
12. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
13. **Waiver.** The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.
14. **Incorporation of Recitals.** The Recitals set forth in the preamble to this Agreement are incorporated into this Agreement as if fully set forth herein.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ____ day of _____, 2025.

THE COMMISSION:

By: _____
Its Chair

By: _____
Its Secretary

THE CITY:

By: _____

Its: _____

By: _____

Its: _____

Approved as to Form By:

By: _____
Assistant Minneapolis City Attorney

EXHIBIT A

The Barr Proposal

[attached]