



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: February 25, 2020
SUBJECT: Approve Contract with Cannon River Watershed Partnership for MS4 Permit Educational Services

Background:

The City has held an agreement with Cannon River Watershed Partnership (CRWP) for Stormwater education services since 2015. CRWP provides education services that assist the City with achieving Municipal Separate Storm Sewer System (MS4) Stormwater permit compliance. The contract executed in 2015 expired in 2017, and as section IV of the contract allowed for a two-year extension to contract by mutual agreement of both parties which was completed on January 9, 2018 and extended the contract through 2019.

At this time City Staff is recommending approving the attached contract with CRWP to continue education services related to the City's MS4 permit through 2020. As the MS4 permit is up for renewal and will likely be reissued in 2020 the contract and scope of services with CRWP going forward needs to be reevaluated at that time.

Recommendation:

Approve 2020 Contract with Cannon River Watershed Partnership

Attachments:

- Contract

CONSULTANT SERVICE CONTRACT

This Contract is made this ____ day of _____ by and between the CITY OF FARIBAULT, MINNESOTA, a Minnesota municipal corporation, 208 1st Avenue NW, Faribault, MN 55021, (“CITY”), and Cannon River Watershed Partnership, a Minnesota nonprofit corporation, 710 Division St, Northfield, MN 55057, (“CONSULTANT” or “CWRP”), (collectively the “PARTIES”).

WHEREAS, the CRWP is organized for the purpose of engaging people in protecting and improving the water quality and natural systems of the Cannon River watershed; and

WHEREAS, the CRWP has an already established Education Program that works to increase citizen understanding of issues that affect clean water, including stormwater runoff, in the Cannon River Watershed; and

WHEREAS, the CITY holds a National Pollutant Discharge Elimination System (NPDES) permit to discharge stormwater to the Cannon River and Straight River issued under authority of the statewide General MS4 permit issued to the Minnesota Pollution Control Agency (MPCA) by the United States Environmental Protection Agency; and

WHEREAS, under the provisions of that NPDES stormwater permit, the CITY has developed an MPCA-approved Storm Water Pollution Prevention Plan (SWPPP), which includes implementing and reporting activities identified and enumerated as Best Management Practices (BMPs) in that SWPPP, including substantial continuous and ongoing Public Education and Outreach activities intended to inform the residents, businesses and industry in Faribault of measures to be taken to reduce the volume of stormwater and stormwater-related pollutant loading to the Cannon River and Straight River, designated under Minnesota Statute as an Outstanding Value Resource Water; and

WHEREAS, CITY requires professional services in conjunction with Stormwater Pollution Prevention Plan (SWPPP) Education Component (the “Project” or “Program”); and

WHEREAS, CONSULTANT agrees to furnish the various professional services required by CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

A. **Scope of Services.**

1. CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.

2. Except as otherwise specifically provided herein, the CRWP will provide services related to the Program including, but not limited to, hiring and managing all staff related to the Program, and organizing, scheduling, managing and supervising all Program events. The Program shall include but not be limited to coordinating volunteer activities such as stenciling storm drains throughout the City, conducting workshops on design, installation and use of rain barrels, rain gardens, etc., all of which are described in more detail in the attached Exhibit 1 to this Contract.
3. The Executive Director of the CRWP, or other representative of the CRWP, shall occasionally attend as requested and deemed appropriate City Council meetings, along with the City's staff liaison, all of which are described in more detail in the attached Exhibit 1 to the Contract.
4. The CRWP shall hire, compensate, and manage all personnel as may be needed for purposes of the Program and this Contract and all such personnel shall be CRWP employees and not City employees. Similarly, all volunteers who participate in the Program in any way shall be considered to be under the supervision and control of the CRWP and not under the supervision or control of the City, all of which are described in more detail in the attached Exhibit 1 to this Contract.
5. The CRWP shall be responsible for operation and supervision of all components of the Program, and shall report periodically and upon request to the City Engineer and the City Administrator with regard to the status of the Program, all of which are described in more detail in the attached Exhibit 1 to this Contract.
6. Except as otherwise provided in this Contract or as otherwise expressly agreed between the parties in writing from time to time, the CRWP shall fund and pay all expenses of the Program, all of which are described in more detail in the attached Exhibit 1 to this Contract.
7. Recognition of the City's contributions to the Program shall be cited by the CRWP minimally in the following areas: Program brochures and in all advertising thanking sponsors of the Program, all of which are described in more detail in the attached Exhibit 1 to this Contract.

B. Changes to Scope of Services/Additional Services. Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph H of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate, prior to CITY's

authorization of the changed scope of services.

- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT's effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT's compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph H of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.
- D. **Standard of Care.** Professional services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession.
- E. **Insurance.**
1. CONSULTANT agrees to maintain, at CONSULTANT's expense, statutory worker's compensation coverage.
 2. CONSULTANT agrees to maintain, at CONSULTANT's expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT's general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.00
 3. During the time in which CONSULTANT is performing any services under this Contract, CONSULTANT agrees to maintain, at CONSULTANT's expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this Contract. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000.00 and annual aggregate of \$1,000,000.00 on a claims-made basis.
 4. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages shall be provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.

SECTION II – CITY’S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the City Engineer, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT’s request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT’s performance of the services detailed in Exhibit 1, attached hereto.
- D. The CITY’s Water Quality Specialist shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY'S policies with respect to the Project and CONSULTANT's services.

Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Compensation, which is attached hereto and incorporated herein by reference, for CONSULTANT’s performance of services under this Contract.
- B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the City Engineer and expenses within thirty days after the date of CONSULTANT's invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in for one year commencing _____. By mutual agreement between the City and the CRWP, this Contract may be extended for an additional two years beyond its original term.
- B. **Termination.** Notwithstanding the foregoing, this Contract may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written

notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.

- C. **Default.** If CONSULTANT fails to perform any of the provisions of this Contract or so fails to administer the services detailed in Exhibit 1, attached hereto, in such a manner as to endanger the performance of the Contract, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the City Engineer prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the City Engineer as determined by CITY.

SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, hold harmless and insure CITY, and its respective officers, directors, employees, volunteers and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CONSULTANT or its agents, employees, volunteers, contractors, subcontractors, or sub-consultants with respect to CONSULTANT's performance of its obligations under this Contract. CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to CITY. CITY, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- B. CITY shall indemnify protect, save, hold harmless and insure CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CITY or its agents, employees, contractors, subcontractors or sub-consultants with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense, with counsel reasonably acceptable to

CONSULTANT. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** The PARTIES' representatives for notification for all purposes are:

CITY:
Mark DuChene
City Engineer
City of Faribault
1200 Belview Trail, Faribault, MN 55021
Phone: (507) 333-0360
Email: mduchene@ci.faribault.mn.us

CONSULTANT:
Kristi Pursell
Executive Director
Cannon River Watershed Partnership
710 Division St, Northfield, MN 55057
Phone: (507) 786-3913
Email: kristi@crwp.net

D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. CONSULTANT and CITY agree to require an equivalent dispute resolution process governing all contractors, subcontractors, subconsultants, suppliers, consultants, and fabricators concerned with the Project.

E. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

F. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.

G. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants.

H. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.

- I. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and CONSULTANT.
- J. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, 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, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract.
- CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- K. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- L. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- M. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- N. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- O. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract (“Materials”) shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials

have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.

- P. **Governing Law.** This Contract shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- Q. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- R. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- S. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- T. **Patented Devices, Materials and Processes.** If this Contract requires, or the CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- U. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.

- V. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- W. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- X. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- Y. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.
- Z. **Mechanic's Liens.** The CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the CONSULTANT may contest any such lien provided the CONSULTANT first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

Remainder of page intentionally left blank.

SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONSULTANT: Cannon River Watershed Partnership

By: Melissa King
(Signature)
Title: Chair of the CRWP Board of Directors
Print Name: Melissa King

Date: 02/19/2020

By: Kristi Pursell
(Signature)
Title: Executive Director
Print Name: Kristi Pursell

Date: 2/20/20

CITY OF FARIBAULT

By: _____
Kevin Voracek, Its Mayor

Date: _____

By: _____
Tim Murray, Its City Administrator

Date: _____

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT shall perform the following services:

January 2020 – December 2020

CITY OF FARIBAULT EDUCATION & OUTREACH

SCOPE OF SERVICES

January 1, 2020 - December 31, 2020

Subject to the terms of the CONTRACT, the CONSULTANT shall perform the following services:

TASK	DESCRIPTION	DELIVERABLES	ESTIMATED	TASK COST
			COMPLETION	
			DATE	
A. STORMWATER POLLUTION PREVENTION ACTIVITIES				
1	Plan, coordinate, staff, host, and evaluate the effectiveness of one City of Faribault Stormwater Pollution Prevention public participation opportunity to be held in conjunction, and for the duration of, the Rice County Fair. Compile public comment(s) on the City's Stormwater Program in accordance with the MPCA NPDES MS4 permit requirements.	Event summary including: public comment(s) received, dates of event, digital copies of exhibit and event photos taken, estimation of exhibit attendance for event duration, digital copies and the quantity of stormwater pollution prevention educational materials distributed, summary of event effectiveness, and description of assessment mechanism utilized.	8/3/2020	\$1,725
2	In cooperation with the River Bend Nature Center: develop, coordinate, implement (where invited), and evaluate the effectiveness of City of Faribault stormwater pollution prevention curriculum for all 5th grade students for the 2019-2020 or 2020-2021 school year, in private and public schools in the Faribault community. While the goal is to reach every 5th grade classroom, the success metric is to reach at least 50% of 4th grade classrooms in 2020.	Program summary including: copy of lesson plan(s); curriculum/class implementation schedule including date, school, grade level, teacher name, and number of students; description of assessment mechanism utilized; summary of program evaluation and effectiveness; copies of and quantity of any assessment surveys distributed, returned, and participant responses; digital copies of any photos taken.	12/31/2020	\$4,000
3	Plan, coordinate, staff, and host an exhibit at, and evaluate the effectiveness of youth stormwater pollution prevention education and outreach for the Cannon River Science, Technology, Engineering and Mathematics (STEM) School annual environmental fair.	Event summary including: date of event, digital copies of photos taken, estimation of event attendance, digital copies and quantity of stormwater pollution prevention educational materials distributed, summary of program evaluation and effectiveness, and description of assessment mechanism utilized.	6/1/2020	\$1,210
4	Assist the City of Faribault with planning, coordination, recruitment of volunteers and staffing and supervision of volunteer events. This will include a maximum of 15 hours to recruit participants and conduct two volunteer events with activities to include: storm drain stenciling or decal application and distribution of public education materials, litter pickup, installation of native plantings, or other activity approved by the City.	Summary of each volunteer event including: digital copies of photos taken, date and location of event, number of participants and community groups present at each event (including copy of attendance/registration list), summary of event activity including metrics of event accomplishments (i.e. number of storm drains stenciled, number of educational materials distributed, pounds of waste collected, etc.), summary of event evaluation and effectiveness, and description of assessment mechanism utilized. In the event that no volunteers are recruited, provide a summary of recruitment activities taken including: date, name of group/individual contacted and any feedback received.	11/2/2020	\$1,150
5	Sponsorship of CRWP Watershed Cleanup, for the Faribault location. Faribault will be a "Sponsor" level supporter of the event. CRWP will invest a minimum of 8 hours staff time to recruit Faribault community groups to take part in this event in 2020.	Event summary including: date and clean-up location for Faribault event, digital copies of photos taken at Faribault location, total event participation and number of participants (including copy of attendance/registration list) for the Faribault location, summary of event activity including pounds of waste collected for the total event and at the Faribault location, summary of event evaluation and effectiveness, and description of evaluation mechanism utilized.	9/28/2020	\$575
6	Write and submit four stormwater pollution prevention related news articles, on City of Faribault SWPPP high priority topics, of approximately 300 words each with a photo, for 2020 quarterly issues of the Faribault Buckham Bulletin.	Date and copy of article and content submitted. Copy of actual article published (where applicable).	Quarterly throughout 2020, 12/31/2020	\$920
7	Assist with development of and distribution method(s) for a citizen survey that attempts to gauge the effectiveness of the City's overall Stormwater Pollution Prevention Education and Outreach Program.	Copy of assessment survey and summary of recommended method(s) of distribution.	9/30/2020	\$2,300

B. SOURCE WATER PROTECTION				
1	Coordinate with Rice County Soil and Water Conservation District to plan, coordinate, staff, promote and implement one event that promotes agricultural BMPs and programs (event/workshop topic approved by the City). The event must target and be promoted to growers/producers within the City's drinking water supply management area. CRWP will manage the event registration and also evaluate the event effectiveness.	Event summary including: summary of event topic and educational goals, date(s) and location(s) of event, digital copies of photos taken, copy of event attendance/registration list, copy of event schedule/itinerary, copy and quantity of educational resources distributed, summary of event effectiveness, and description of assessment mechanism utilized. Deliverables will also include copies of event press release(s) and promotional materials (e.g. mailer) distributed.	11/30/2020	\$2,000
C. WATER CONSERVATION EDUCATION AND OUTREACH				
1	Plan, coordinate, staff, host, and evaluate the effectiveness of one community presentation or public education class. Topic to include: water conservation, residential leak detection, or other topic approved by the City.	Event summary including: date and location of event, event topic and educational goals, event itinerary, digital copies of photos taken, copy of event attendance list, copy of presentation, copies and quantity of educational materials distributed, summary and evaluation of event effectiveness, and description of evaluation mechanism utilized. Deliverables will also include copies of event press release(s) and promotional materials provided to the City a minimum of one month prior to event date.	11/30/2020	\$1,150
2	Assist the City with administration of a poster contest for grade 2, 3, 4 and 5 students in public and private schools in the Faribault community. In Fall of 2020, CRWP will spend a maximum of 20 hours to contact and promote the contest to all 2nd, 3rd, 4th, and 5th grade level teachers in the Faribault community and teach classroom/school presentations when allowed. City of Faribault staff to collect and judge submissions, and give out awards.	Original copies of poster submissions. Program summary including: copy of lesson plan(s); curriculum/class implementation schedule including date, school, grade level, teacher name, and number of students; description of assessment mechanism utilized; summary of program evaluation and effectiveness; description of evaluation mechanism utilized; and digital copies of any photos taken. Provide a summary of outreach activities completed.	12/31/2020	\$1,750
D. PROJECT MEETINGS AND REPORTING				
1	Prepare summary of contract activities completed including all deliverable as described within the 2020 scope of services. This also includes reporting on contract activities into the City's MS4 Front software program.	Hard copy summary report of annual contract progress and task deliverables as described. Data/documentation entry into the City's MS4 Front program for all 2020 contract activities.	12/31/2020	\$1,000
2	Project Meetings. CRWP will schedule two project meetings with the City to discuss contract progress, updates, and schedule. Each meeting will last 2 hours or less.		5/31/2020, 10/31/2020	\$500
				\$18,280

35

Total Contract Payments to CRWP	\$	14,780
Total Contract Payments to River Bend Nature Center	\$	3,500
Total Contract Payments for 2020	\$	18,280

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]

EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, CITY will compensate CONSULTANT for all services under this Contract as follows:

For the year January 1, 2020 through December 31, 2020, the City shall pay to the CRWP the sum not to exceed \$18,280, which for the first year of this agreement is detailed in Exhibit 1;

For the year January 1, 2021 through December 31, 2021, the City shall NEGOTIATE services with CRWP based on previous year assessment; and

For the year January 1, 2022 through December 31, 2022, the City shall NEGOTIATE services with CRWP based on previous year assessment.

CRWP shall invoice the City quarterly. The City shall make the above respective payments, unless this Contract is sooner terminated as provided herein. Any modifications or renewals of this contract shall be negotiated prior to the expiration of this Contract.

