

Contract No: SG-14153

**GRANT AGREEMENT  
BETWEEN  
THE METROPOLITAN COUNCIL  
AND  
BASSETT CREEK WATERSHED MANAGEMENT COMMISSION  
FOR THE METROPOLITAN AREA  
WATERSHED OUTLET MONITORING PROGRAM (WOMP2)**

**THIS AGREEMENT** is made and entered into by and between the **METROPOLITAN COUNCIL** (the "Council") and Bassett Creek Watershed Management Commission (the "Grantee"), each acting by and through its duly authorized officers.

**WHEREAS:**

1. The Metropolitan Council has been charged by the Minnesota Legislature (Minnesota Statutes, section 473.157, Water Resources Plan) with the development of management objectives for all Metropolitan Area watersheds.
2. A search of the available data yielded very little data adequate for use in the development of target pollution loads.
3. On January 12, 1995 the Metropolitan Council authorized its staff to enter into grant agreements with various watershed management organizations for the collection of watershed outlet data.
4. The Council has entered into a Joint Power Agreement as amended with the State of Minnesota, acting through its Commissioner of the Minnesota Pollution Control Agency ("State") where the State agrees to provide certain funds for the purposes of the Metropolitan Area Watershed Outlet Monitoring Program.
5. The Grantee has expressed an interest in collecting water quality data at the watershed outlet.
6. The Grantee has exhibited the technical capability to conduct a watershed outlet monitoring program.
7. The Council has reviewed the Grantee's proposal and desires to assist it in the collection of data.

**NOW, THEREFORE,** the Council and the Grantee agree as follows:

**I. GRANTEE PERFORMANCE OF GRANT PROJECT**

**1.01 Grant Project.** Grantee will perform and complete in a satisfactory and proper manner the grant project as described in the Grantee's application for grant assistance, incorporated in this agreement by reference, and in accordance with the terms and conditions of this agreement. Specifically, the Grantee will perform the specific activities described in Exhibit A ("WOMP Monitoring Work Plan") and to undertake the financial responsibilities described in Exhibit B ("WOMP Monitoring Budget and Financial Responsibilities" document), both of which are attached to and incorporated in this agreement. These activities and financial responsibilities are referred to in this agreement as the "Grant Project".

**1.02 Use of Contractors.** With the approval of the Council's Grant and Project Managers, the Grantee may engage contractors to perform Grant Project activities. However, the Grantee retains

primary responsibility to the Council for performance of the Grant Project and the use of the contractor does not relieve the Grantee from any of its obligations under this agreement.

**1.03 Material Representations.** All representations contained in Grantee's application for grant assistance are material representations of fact upon which the Council relied in awarding this grant and are incorporated in this agreement by reference.

## **II. AUTHORIZED USE OF GRANT FUNDS**

**2.01 Authorized Uses.** Grant funds may be used only for costs directly associated with Grant Project activities, as described in paragraph 1.01, and which: i) occur during the Project Activity Period specified in paragraph 6.01, and ii) are eligible expenses as listed in the Grantee Financial Responsibilities portion of the WOMP Monitoring Budget and Financial Responsibilities document (Exhibit B). Grant funds may also be used to prepare the expense report required by paragraph 5.02 of this grant agreement. No other use of grant funds is permitted.

**2.02 Unauthorized Uses of Grant Proceeds.** Grant funds cannot be used to purchase land, buildings, or other interests in real property, or to pay legal fees, or permit, license, or other authorization fees, unless specifically approved in advance and in writing by the Council's Grant Manager.

**2.03 Project Equipment and Supplies.** With approval of the Council's Project Manager, grant funds may be used to purchase or lease equipment, machinery, supplies, or other personal property directly necessary to conduct the Grant Project. The Grantee will comply with the personal property management requirements described in article VIII of this agreement, with regard to any property purchased pursuant to this paragraph.

## **III. GRANT AMOUNT AND DISTRIBUTION**

**3.01 Maximum Grant Amount.** The Council shall pay to the Grantee a Maximum Grant Amount of \$10,000. Provided, however, that in no event will the Council's obligation under this agreement exceed the lesser of:

- a. the Maximum Grant Amount of \$10,000; or,
- b. the actual amount expended by the grantee on eligible expenses as specified in paragraph 2.01.

The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee in performance of the Grant Project.

**3.02 Distribution of Grant Funds.** The Council will distribute Grant funds according to the following schedule:

- a. Within ten working days of Council execution of this agreement, the Council will distribute to the Grantee 45% of the Maximum Grant Amount.
- b. Upon Council approval of Grantee's April 2021 financial report required by paragraph 5.02, the Council will distribute to the Grantee 45% percent of the Maximum Grant Amount.
- c. Upon approval of Grantee's April 2022 financial report required by paragraph 5.02, the Council will distribute to Grantee the final payment of the remainder of the Maximum Grant Amount. However, no payment will be made which would cause the distribution of grant funds to exceed the limits in paragraph 3.01. Further, if the amount already paid to Grantee

by the Council exceeds the cumulative amount expended by the Grantee on eligible expenses as specified in paragraph 2.01, the Council will notify Grantee of the amount of overpayment. Grantee will repay to the Council the amount of the overpayment within 30 calendar days of receipt of notice from the Council.

The Council will not make any payments under this paragraph if the Grantee is not current in its reporting requirements under article V at the time the payment is due. Distribution of any funds or approval of any report is not a waiver by the Council of any Grantee noncompliance with this agreement.

**3.03 Repayment of Unauthorized Use of Grant Proceeds.** Upon a finding by Council staff that the Grantee has made an unauthorized or undocumented use of grant proceeds, and upon a demand for repayment issued by the Council, the Grantee will promptly repay the amounts to the Council.

**3.04 Reversion of Unexpended Funds.** All funds granted by the Council under this agreement that have not been expended for authorized Grant Project activities as described in paragraph 2.01 shall revert to the Council.

#### **IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS**

**4.01 Documentation of Grant Project Costs.** Grantee must support all costs charged to the Grant Project with proper documentation, including properly executed payroll and time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

**4.02 Establishment and Maintenance of Grant Project Information.** Grantee will establish and maintain accurate, detailed, and complete separate accounts, financial records, documentation, and other evidence relating to: i) Grantee's performance under this agreement, and ii) the receipt and expenditure of all grant funds under this agreement. The Grantee shall establish and maintain this information in accordance with generally accepted accounting principles and practices and shall retain intact all Grant Project information until the latest of:

- a. complete performance of this agreement; or
- b. six (6) years following the term of this agreement; or
- c. if any litigation, claim, or audit is commenced during either of these periods, then when all the litigation, claims or audits have been resolved.

If the Grantee engages any contractors to perform any part of the Grant Project activities, Grantee's contract for these services must include provisions requiring the contractor to establish and maintain Grant Project information in accordance with the provisions of this paragraph and to allow audit of this information in accordance with paragraph 4.03.

**4.03 Audit.** The accounts and records of the Grantee relating to the Grant Project shall be audited in the same manner as all other accounts and records of the Grantee are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of the Council, and either the legislative auditor or the state auditor in accordance with Minnesota Statutes, section 16C.05, subdivision 5, will have access to all books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The Grantee will provide proper facilities for access and inspection.

#### **V. REPORTING AND MONITORING REQUIREMENTS**

**5.01 Monitoring Work Plan.** The WOMP Monitoring Work Plan (Exhibit A) includes the specific geographic area and watershed outlet affected by the Grant Project, the tasks to be undertaken

together with schedules and the organization responsible for the tasks' costs. The Grantee Financial Responsibilities portion of the WOMP Monitoring Budget and Financial Responsibilities document (Exhibit B) lists the Grantee expenses eligible for reimbursement by the Council, subject to the limitations of paragraph 2.01. Grantee will abide by the Monitoring Work Plan, including the Quality Control Provisions listed in the Monitoring Work Plan.

**5.02 Grant Project Financial Reports.** In April 2021 and April 2022, the Grantee will submit a financial report detailing expenses incurred by Grantee for the Grant Project in the preceding twelve calendar months which are eligible for reimbursement by the Council in accordance with paragraph 2.01.

**5.03 Changed Conditions.** Grantee will notify the Council immediately of any change in conditions, local law, or any other event that may affect the Grantee's ability to perform the Grant Project in accordance with the terms of this agreement.

## **VI. GRANT PROJECT ACTIVITY PERIOD; TERM; TERMINATION**

**6.01 Project Activity Period.** Grantee will complete the Grant Project activities specified in paragraph 1.01 during the period from April 1, 2020 through March 31, 2022(the "Project Activity Period").

**6.02 Term.** The term of this agreement shall extend from the effective date of this agreement to a date 60 calendar days following the end of the Project Activity Period, to permit closeout of this agreement.

**6.03 Termination.** Either the Council or the Grantee may terminate this grant agreement at any time, with or without cause, by providing the other party written notice of termination at least 30days prior to the effective date of termination. Upon termination Grantee shall be entitled to compensation for Grant Project activities in accordance with this grant agreement which were satisfactorily performed and incurred prior to the effective date of the termination. Any remaining grant funds which have been distributed to Grantee will be returned to the Council no later than the effective date of termination. Upon the effective date of termination, a) all data collected by Grantee prior to the effective date of termination shall be turned over to the Council by Grantee; and b) all Council personal property in possession of Grantee wherever located and all property acquired with Grant funds shall be turned over to the Council by Grantee.

**6.04 Termination by Council for Noncompliance.** If the Council finds that there has been a failure to comply with the provisions of this agreement, the Council may terminate the agreement at any time following seven calendar days written notice to the Grantee and upon failure of the Grantee to cure the noncompliance within the seven-day period. Noncompliance includes failure to make reasonable progress toward completion of the Grant Project. If the Council finds that the Grantee's noncompliance is willful and unreasonable, the Council may terminate or rescind this agreement and require the Grantee to repay the grant funds in full or in a portion determined by the Council. Nothing in this agreement shall be construed so as to limit the Council's legal remedies to recover grant funds.

**6.05 Effect of Grant Project Closeout or Termination.** Grant Project closeout or termination of this agreement does not invalidate continuing obligations imposed on the Grantee by this agreement. Grant Project closeout or termination of this agreement does not alter the Council's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any funds due to the Council as a result of later refunds, corrections, or other transactions.

## **VII. COUNCIL'S GRANT MANAGER AND PROJECT MANAGER**

Financial aspects of this grant agreement will be handled by the Council's Grant Manager. The Council's Grant Manager for this grant agreement is Joe Mulcahy, or other person as may be designated in writing by the Council.

Technical aspects of the Grant Project, including supervision of the Grantee under the Monitoring Work Plan, will be handled by the Council's Project Manager. The Council's Project Manager for this grant agreement is Casandra Champion, or other person as may be designated in writing by the Council.

Nothing in this agreement authorizes the Grant Manager or Project Manager to execute amendments to this Grant Agreement.

## **VIII. GRANT PROPERTY AND DATA.**

**8.01 Title.** Title to all personal property at the monitoring station site as described in Exhibit A and all property acquired with grant funds will remain with the Council. The Council authorizes the Grantee to utilize the personal property at the site in carrying out the Grant Project activities during the Project Activity Period.

**8.02 Maintenance.** Grantee will maintain any personal property at the site in good operating order. If, during the Project Activity Period, any personal property is no longer available for use in performing the Grant Project, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify the Council's Project Manager.

**8.03 Utility Services.** The Council shall make arrangements with local utilities to provide both telephone and electrical hookups as needed at the monitoring station specified in Exhibit A. All utility accounts serving the monitoring station shall be in the name of the Council. All telephone and electric utility costs for the monitoring station shall be paid by the Council.

**8.04 Grant Project Closeout or Termination.** No later than a) the effective date of termination as provided in Sections 6.03 and 6.04 of this Grant Agreement or b) no later than 60 calendar days following the end of the Project Activity Period ("Project Closeout Date"), whichever is applicable:

- i) all data defined in Section 9.04 of this Agreement collected by Grantee prior to the Project Closeout Date or the effective date of termination shall be turned over to the Council by Grantee; and
- ii) all Council personal property in possession of Grantee wherever located, and all property acquired with Grant funds shall be turned over to the Council by the Grantee.

If the Grant Agreement has not been terminated by either party and Grantee continues to participate in the Watershed Outlet Monitoring Program (WOMP 2) through a subsequent Grant Agreement with the Council, Grantee shall not be required to comply with Section 8.04 subparagraph (ii) until the time as Grantee's participation in the WOMP 2 program ceases.

## **IX. GENERAL CONDITIONS**

**9.01 Amendments.** The terms of this agreement may be changed only by mutual agreement of the parties. These changes shall be effective only upon the execution of written amendments signed by duly authorized officers of the parties to this agreement.

**9.02 Assignment Prohibited.** Except as provided in paragraph 1.02, the Grantee shall not assign, contract out, sublet, subgrant, or transfer any Grant Project activities without receiving the express written consent of the Council. The Council may condition this consent on compliance by the Grantee with terms and conditions specified by the Council.

**9.03 Indemnification.** The Grantee assumes liability for and agrees to defend, indemnify and hold harmless the Council, its members, officers, employees and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands, including without limitation attorney's fees, arising out of, resulting from, or relating to the performance of the Grant Project by Grantee or Grantee's employees, agents, or subcontractors.

**9.04 Grant Project Data.** Grantee may not copyright or patent the results of the Grant Project, the reports submitted, and any new information or technology that is developed with the assistance of this grant. The Grantee shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, in administering data under this agreement.

**9.05 Nondiscrimination.** Grantee will comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Grantee will not discriminate against any employee, applicant for employment, or participant in this Grant Project because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

**9.06 Promotional Material: Acknowledgment.** Grantee will submit to the Council a copy of any promotional information regarding the Grant Project disseminated by the Grantee. The Grantee shall appropriately acknowledge the grant assistance made by the State and the Council in any promotional materials, reports, and publications relating to the Grant Project.

**9.07 Compliance with Law; Obtaining Permits, Licenses and Authorizations.** Grantee will conduct the Grant Project in compliance with all applicable federal, state, and local laws, ordinances or regulations. The Grantee is responsible for obtaining all federal, state, and local permits, licenses, and authorizations necessary for performing the Grant Project.

**9.08 Workers Compensation; Tax Withholding.** The Grantee represents that it is compliance with the workers compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and any of its contractors or material suppliers, if any, under this contract, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

**9.09 Jurisdiction, Venue, and Applicable Law.** Venue for all legal proceedings arising out of this agreement, or breach of this agreement, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. All matters relating to the performance of this agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota.

**9.10 Relation to Amended Joint Powers Agreement.** The Grantee recognizes that the Council has undertaken certain obligations as part of a Joint Powers Agreement (as amended) with the Minnesota Pollution Control Agency. A copy of the Joint Powers Agreement and Amendment 1 to the Agreement (collectively Amended Joint Powers Agreement) are attached to and incorporated in this agreement as Exhibit C. Obligations imposed by the Amended Joint Powers Agreement on subgrantees or subcontractors are binding on the Grantee, and the terms of the Amended Joint Powers Agreements are incorporated into this Grant Agreement. Terms of the Amended Joint Powers Agreement which are specifically incorporated include, without limitation, the following:

Section 5	Clean Water Funding
Section 6	Conditions of Payment

Section 8	Subcontracting
Section 13	Government Data Practices and Intellectual Property
Section 14	Insurance requirements
Section 15	Publicity and Endorsement
Section 16	Governing Law, Jurisdiction and Venue
Revision 3, Clause 4.1	Consideration
Revision 4, Clause 22	Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053
Revision 5, Clause 23	Subcontractor Reporting

This paragraph does not create any contractual relationship between the State and Grantee. The Grantee is not a third-party beneficiary of the Amended Joint Powers Agreement.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized officers on the dates set forth below. This agreement is effective upon final execution by both parties.

**GRANTEE** \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**METROPOLITAN COUNCIL**

Date \_\_\_\_\_

By \_\_\_\_\_

Sam Paske  
Assistant General Manager, Environmental Quality  
Assurance Department

## EXHIBIT A

### WOMP MONITORING WORK PLAN

The Grantee, **Bassett Creek Watershed Management Commission**, will operate and maintain the water quality monitoring site at **Bassett Creek 100 Irving Ave N Minneapolis, MN**. The Grantee, or designated agent, will conduct monitoring work from April 1, 2020 through March 31, 2022. The Grantor, Metropolitan Council Environmental Services (MCES) will provide training, supplies and technical support to the Grantee and/or its designated agent through the WOMP Coordinator, Casandra Champion.

#### CONTACT INFORMATION

Casandra Champion, WOMP Coordinator  
651-602-8745 (office)  
[Casandra.champion@metc.state.mn.us](mailto:Casandra.champion@metc.state.mn.us)

Daniel Henely, Assistant Manager Water Resources  
651-602-8085 (office)  
[Daniel.henely@metc.state.mn.us](mailto:Daniel.henely@metc.state.mn.us)

MCES Lab Services Logging Bench  
651-692-8293  
[Sara.voth@metc.state.mn.us](mailto:Sara.voth@metc.state.mn.us)

#### WORKPLAN

##### Site Visits

At each site visit, the Grantee will record stage, stream control conditions and obtain instantaneous temperature, conductivity, pH, dissolved oxygen, and turbidity measurements. The Grantee will record measurements and observations on an MCES Sample Submission Sheet and Field Notes form and submit the form to the WOMP Coordinator.

##### Rating Curve Measurements

The WOMP Coordinator will coordinate with the Grantee to ensure that flow measurements are being made approximately every six weeks, with additional targeted high-flow measurements as conditions allow. Flow measurement data collected by the Grantee will be submitted to the WOMP Coordinator. This submission should include the electronic file and a completed MCES Sample Submission Sheet and Field Notes form.

##### Water Quality Samples

The Grantee will routinely sample stream water quality by submitting bi-weekly grab samples, 26 samples per year. If ice conditions preclude taking a sample, the Grantee will attempt to collect the next sample after four weeks. The Grantee will measure and record temperature, conductivity, pH, dissolved oxygen and turbidity.

The first sample collected in March, June, September and December will include additional quarterly analyses as determined by the WOMP Coordinator.

If the site has an autosampler, the Grantee will collect discrete auto-grabs or flow-weighted composite samples to characterize storm events. If sufficient water volume is available, an aliquot should be poured into a separate container for temperature, conductivity, pH, dissolved oxygen and turbidity measurements.

Datalogger programming and sample collection timing will be coordinated by the WOMP Coordinator.



If the site does not have an autosampler, event grabs will be collected to characterize storm event. Event grab timing will be coordinated by the WOMP Coordinator and MPCA WPLMN staff. The WOMP Cooperator will use a Secchi Tube to measure transparency with every event grab.

#### **E. coli Samples**

The Grantee will collect an E. coli grab sample with every water quality grab or autosampler sample. E. coli samples must be delivered within 24 hours of collection; every effort should be made to deliver the sample within 4-5 hours.

#### **Quality Assurance/Quality Control Samples**

The Grantee will collect three QA/QC samples per year; one equipment blank, one routine grab field duplicate and one quarterly grab field duplicate.

#### **Forms and Labels**

The Grantee will complete an MCES Sample Submission Sheet and Field Notes form for every grab, autosampler, or QA/QC sample. The Grantee will clearly label all sample bottles and Whirl-Pacs with project number, location, date and time.

#### **Sample Submission**

The Grantee will submit all water quality samples to MCES Laboratory Services at the Metropolitan Wastewater Treatment Plant, 2400 Childs Road, St. Paul, Minnesota. The Grantee will notify Logging Bench staff before sample delivery. Deliveries should be prior to 2:00 PM, coordinate with Logging Bench staff if delivery will be late.

The Grantee will submit one copy of the MCES Sample Submission Sheet and Field Notes form to MCES Lab Services, one copy to the WOMP Coordinator, and keep one copy for Grantee records.

#### **Site Maintenance**

The Grantee will maintain the basic integrity of the site and notify the WOMP Coordinator of any unusual maintenance needs.

#### **WOMP Cooperator Forum**

The Grantee, or assigned representative, will attend the annual WOMP Cooperator Forum hosted by the WOMP Coordinator at Metro Plant each spring.

#### **Cost Accounting**

The Grantee will provide MCES with an annual invoice of costs incurred for WOMP monitoring including labor, mileage, and equipment expenses.

## EXHIBIT B

### WOMP MONITORING BUDGET AND FINANCIAL RESPONSIBILITIES

#### Grantee Financial Responsibilities

The Grantee, **Bassett Creek Watershed Management Commission** shall assume the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Bassett Creek 100 Irving Ave N Minneapolis, MN** during the Project Activity Period (April 1, 2020 through March 31, 2022).

On an annual basis the Grantee shall:

- Assume all Grantee labor costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (Exhibit A);
- Assume all Grantee vehicle and mileage costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan;
- Assume all miscellaneous materials, supplies, and sample delivery costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan.

The Council will assist in the payment of the costs as provided for in this grant agreement.

#### Metropolitan Council Financial Responsibilities

Subject to the availability of funds, the Metropolitan Council shall assume the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Bassett Creek 100 Irving Ave N Minneapolis, MN** during the Project Activity Period (April 1, 2020 through March 31, 2022).

On an annual basis the Council shall:

- Assume all MCES Laboratory costs associated with analysis of the water samples submitted by the Grantee, in conformance with the WOMP Monitoring Work Plan (estimated cost: \$2,500);
- Assume all telephone service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$800);
- Assume all electrical service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$350);
- Assume all costs for the repair or replacement of all monitoring equipment necessary for operating the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$500);
- Assume all materials and supplies costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$1,425), beyond the cost contributed by the Grantee (\$250);
- Assume all MCES trades labor costs associated with maintaining the stream monitoring station in proper working order (estimated cost: \$700);
- Assume all labor costs for the Council's Project Manager (WOMP Coordinator), who will provide technical support, guidance, and assistance for operating and maintaining the stream monitoring station and managing and assessing the data and information generated by the monitoring work.

SWIFT Contract No:  
135932 PO No: 3000020460  
Agency Interest ID #:  
187607 Activity ID #  
PR0020170048 Met  
Council No.

**EXHIBIT C**  
**Joint Powers Agreement and Amendment 1**

17G000

**MINNESOTA POLLUTION  
CONTROL AGENCY**

520 Lafayette Road North  
St, Paul, MN 55155-4194

**Joint Powers  
Agreement**

**State of Minnesota**

Doc Type: Contract

This Agreement is between the State of Minnesota, acting through its Commissioner of the Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, MN 55155 ("State" or "MPCA") and the Metropolitan Council, 390 North Robert Street, Saint Paul, MN 55101 ("MCES").

Recitals

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1. Under Minn. Stat. SS 15.061 and 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.
  2. The State is in need of the Metropolitan Area Watershed Outlet Monitoring Program ("Project"). The Metropolitan Council (MCES) represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the State.

Agreement

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**I. Term of Agreement**

- 1.1 Effective date: January 1, 2018, or the date the State obtains all required signatures under Minn. Stat. S 16C.05, subd. 2, whichever is later. The MCES must not begin work under this Agreement until this Agreement is fully executed and the MCES has been notified by the State's Authorized Representative to begin the work.
- 1.2 Expiration date: March 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Survival of terms: The following clauses survive the expiration or cancellation of this Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue.

2. MCES's duties

The MCES, who is not a state employee, will conduct the Project and follow the Budget for the said Project as specified in Attachment A, which is attached and incorporated into this Agreement. No terms or conditions of the MCES's proposal will be construed to modify, diminish or derogate the terms and conditions of this Agreement.

All water monitoring programs and projects that involve environmental data acquisition from direct measurement activities or laboratory analysis must have an approved Quality Assurance Project Plan (QAPP) to ensure all data collected are of known and suitable quality and quantity. The MCES shall cooperate in the completion of the QAPP, and comply with the requisite elements of the plan.

All laboratory work conducted under this Project must be done by a laboratory currently certified by the Minnesota Department of Health for the parameter being measured,

The MCES shall ensure that all personnel involved in the performance of this Agreement are properly qualified, trained, and competent; and shall be, where applicable, appropriately medically monitored during activities undertaken.

3. Time

The MCES must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. Consideration and payment

4.1 Consideration. The State will pay for all services performed by the MCES under this Agreement as follows:

- (a) Compensation. The MCES will be paid in accordance with the breakdown of costs as set forth in the detailed Budget section of Attachment A, which is attached and incorporated into this Agreement.
- (b) Travel expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the MCES as a result of this Agreement will not exceed the total amount set forth in travel expense section of the detailed Budget section of Attachment A, which is attached and incorporated into this Agreement, provided that the MCES will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget office, which is incorporated into this Agreement by reference and which can be viewed at:  
<http://www.mmd.admin.state.mn.us/commissionerspfan.htm>.
- (c) Total obligation. The total obligation of the State for all compensation and reimbursements to the MCES under this Agreement will not exceed \$300,000.00 (Three Hundred Thousand Dollars).

4.2 Payment

- (a) Invoices. The State will promptly pay the MCES after the MCES presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Monthly or at least quarterly.

Invoices shall include:

- Name of MCES Project Manager
  - Agreement Amount available to date
- Invoice Number
- Invoice Date
- MPCA Project Manager
- SWIFT Contract Number
- SWIFT Purchase Order Number
- Invoicing Period (actual working period)
- Receipts for supplies, shipping, lab fees and any other Subcontractor invoices must be attached
- Per diem expenses submitted on travel expense forms and receipts may be requested to be submitted with invoice.

Invoices will reference the SWIFT Contract number, Purchase Order number, and the name of the State's Authorized Representative and will be submitted electronically to: [mpca\\_ap@state.mn.us](mailto:mpca_ap@state.mn.us)

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2831.

The MCES shall submit an invoice for the final payment upon submittal of the final progress and financial report within 30 (thirty) days of the original or amended end date of this Agreement. reserves the right to review submitted invoices after 30 (thirty) days and 17G000 make a determination as to payment.

- (b) Retainage. Under Minn. Stat. S 16C.08, subd.2(10), no more than 90 percent of the amount due under this Agreement may be paid until the final product of this Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the MCES has satisfactorily fulfilled all the terms of this Agreement. (c) Federal funds. N/A.

## 5. Clean Water Funding

### 5.1 Legacy Logo

Minn. Stat. S 114D.50 subd. 4 (f) states: "When practicable, a direct recipient of an appropriation from the clean water fund shall prominently display on the recipient's Web site home page the legacy logo required under Laws 2009, chapter 1 72, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site required under section 3.3031 subdivision 10.

Clean Water Land and Legacy Amendment Logo Usage Guidelines:

[http://www.legacy.leg.mn/sites/default/files/resources/Legacy\\_Logo\\_Guidelines.pdf](http://www.legacy.leg.mn/sites/default/files/resources/Legacy_Logo_Guidelines.pdf)

Download the Legacy Logo: <http://www.legacy.leg.mn/legacy-logo/legacy-logo-download>

### 5.2 Reporting FTEs

Minn. Stat. 53.3031 Subd. 10 (2)(vi) requires that information provided on the Legislative Coordinating Commission's Legacy Fund website must include specific information on all projects receiving funding: "(vi) the number of full-time equivalents funded under the project. For the purposes of this item, "full-time equivalent" means a position directly attributed to the receipt of money from one or more of the funds covered under this section, calculated as the total number of hours planned for the position divided by 2,088."

## 6. Conditions of payment

All services provided by the MCES under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The MCES will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 7. Authorized Representative

The State's Authorized Representative/Project Manager is Kelly O'Hara, or his successor, 520 Lafayette Rd N. St. Paul MN 55155, 651-247-1054, [kelly.ohara@state.mn.us](mailto:kelly.ohara@state.mn.us) and has the responsibility to monitor the MCES's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative/Project Manager will certify acceptance on each invoice submitted for payment.

The MCES's Authorized Representative is Daniel Henely, or his successor, MCES, 2400 Childs Road, St. Paul, MN 551061 651-602-8085, [Daniel.henely@metc.state.mn.us](mailto:Daniel.henely@metc.state.mn.us). If the MCES's

Authorized Representative changes at any time during this Agreement, the MCES must immediately notify the

#### 8. Subcontracting

If the MCES decides to fulfill its obligations and duties under this Agreement through a subcontractor, to be paid for by funds received under this Agreement, the MCES shall not execute an agreement with the subcontractor or otherwise enter into a binding agreement until it has first received written approval from the MPCAs Authorized Representative. All subcontracts shall reference this Agreement and require the subcontractor to comply with all of the terms and conditions of this Agreement. The MCES shall be responsible for the satisfactory and timely completion of all work required under any subcontract and the MCES shall be responsible for payment of all subcontracts. The MCES shall pay all subcontractors, less any retainage, within 10 calendar days of receipt of payment to the MCES by the State for undisputed services provided by the subcontractor and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor.

The MCES must follow their policies and procedures for obtaining subcontractors and/or policies and procedures per Minn. Stat. S 471.345 as applicable.

#### 9. Change Orders

If the State's Project Manager or the MCESs Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the LGU's Authorized Representative in advance of doing the work. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

#### 10. Assignment, amendments, waiver, and Agreement complete

10.1 Assignment. The MCES may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed Assignment Agreement. executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

10.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

10.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

10.4 Agreement complete. This Agreement contains all negotiations and agreements between the State and the MCES. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

#### 11. Liability

Each party agrees that it shall be responsible for its own acts and omissions and shall not be responsible for the acts or omissions of the other party, Each party therefore agrees that is shall assume liability for itself, its agents and employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents and employees under this Agreement, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, by itself or through its agents and employees.

Nothing in this Agreement is intended to be construed as a waiver of the State Tort Claims Act, Minn. S 3. 736, the Municipal Tort Claims Act, Minn. Stat. ch. 466, or any law, legislative or judicial,

00 limiting governmental liability. This clause will not be construed to bar any legal remedies either party may have against the other for its failure to fulfill its obligations under this Agreement.

## 12. State audits

Under Minn. Stat. S 16C.05, subd. 5, the MCEs books, records, documents, and accounting procedures and practices relevant to this Agreement 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.

## 13. Government data practices and intellectual property

### 13.1 Government data practices. The MCEs and State must comply with the Minnesota

Government Data Practices Act, Minn. Stat. ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the MCEs under this Agreement. The civil remedies of Minn. Stat. S 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the MCEs or the State

If the MCEs receives a request to release the data referred to in this clause, the MCEs must immediately notify the State. The State will give the MCEs instructions concerning the release of the data to the requesting party before the data is released.

### 13.2 Intellectual property rights.

(a) Intellectual property rights: The rights, title, and interest in all of the intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents, shall be jointly owned by the MCEs and the State. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the MCEs, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the MCEs, its employees, agents, or subcontractors, in the performance of this Agreement. The ownership interests of the State and the MCEs in the works and documents shall be equal. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

### (b) Obligations

(1) Notification: Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the MCEs, including its employees and subcontractors, in the performance of this Agreement, the MCEs will immediately give the State's Authorized Representative written notice thereof and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the MCEs and the State, and costs for such applications shall be divided as

agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

- (2) Representation: The MCES must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the MCES and the State, as agreed herein, and that no MCES employee, agent, or subcontractors retains any interest in and to the works and documents, The MCES represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of others. The MCES shall indemnify; defend, and hold harmless the State, at the MCESs expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The MCES shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the MCESs or the State's opinion is likely to arise, the MCES must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy shall be in addition to and not exclusive of other remedies provided by law.
- (c) use of works and documents: The State and MCES shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including documents produced under this Agreement, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the works, including documents, shall be authorized without a future written contractual agreement between the parties.
- (d) Possession of documents: The documents may remain in the possession of the MCES. The State may inspect any of the documents at any reasonable time. The MCES shall provide a copy of the documents to the State without cost upon the request of the State.
- (e) Survivability: The rights and duties of the State and the MCES, provided for above, shall survive the expiration or cancellation of this Agreement.

#### 14. Insurance requirements

Below are the minimum insurance limits required by the State of Minnesota for any entity that is not a state Agency or Local Government Unit (MCES) unless otherwise noted(\*\*).

- 14.1 MCES shall not commence work under the Agreement until they (or subcontractor) have submitted acceptable evidence of insurance and the State of Minnesota has approved such insurance. MCES or subcontractor shall maintain such insurance in force and effect throughout the term of the Agreement. A certificate of insurance is acceptable evidence.
- 14.2 Subcontractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
- (a) Workers' Compensation Insurance, Subcontractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, MCES will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum amounts are as follows:
- \$100,000 — Bodily Injury by Disease per employee
  - \$500,000 — Bodily Injury by Disease aggregate
  - \$100,000 — Bodily Injury by Accident

If Minn. Stat. S 176. 041 exempts subcontractor from Workers' Compensation insurance or if the subcontractor has no employees in the State of Minnesota, subcontractor must provide a



written statement, signed by an authorized representative, indicating the qualifying exemption that excludes MCES from the Minnesota Workers' Compensation requirements. If during the course of the Agreement the subcontractor becomes eligible for Worker's Compensation, the subcontractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

- (b) Commercial General Liability Insurance. Subcontractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Agreement and in any case work is subcontracted the MCES will require the subcontractor to provide Commercial General Liability. Insurance minimum amounts are as follows:

\$2,000,000 per occurrence

\$2,000,000 -- annual aggregate

\$2,000,000 -- annual aggregate -- Products/Completed Operations

\*\*For MCESS, the coverage shall be maintained in conformance with the Tort Claims limits set forth in Minn. Stat. ch. 466, with limits not less than \$500,000 per claimant and \$1 per occurrence for bodily injury and property damage. The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

State of Minnesota named as an Additional Insured

- (c) Commercial Automobile Liability Insurance. Subcontractor is required to maintain insurance protecting the MCES from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Agreement, and in case any work is subcontracted the MCES will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum amounts are as follows:

,000,000-- per occurrence Combined Single limit for Bodily Injury and Property Damage

\*\*For MCESS the coverage shall be maintained in conformance with the Tort Claims limits set forth in Minn. Stat. Ch. 466, with limits not less than \$500,000 per claimant and \$1 per occurrence for bodily injury and property damage.

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

- (d) Professional Liability Insurance. This policy will provide coverage for all claims the MCES, or its subcontractors, may become legally obligated to pay, resulting from any actual or alleged negligent act, error, or omission related to MCES's or its subcontractors' professional services required under the Agreement.

\$2,000,000 -- per claim or event

\$2,000,000 -- annual aggregate

\*\*For MCESS, the coverage shall be maintained in conformance with the Ton Claims limits set forth in Minn. Stat. Ch. 466, with limits not less than \$50Q000 per claimant and \$1 per occurrence for bodily injury and property damage.

Any deductible of the subcontractor will be the sole responsibility of the subcontractor and may not exceed \$50,000 without the written approval of the State. If the subcontractor desires authority from the State to have a deductible in a higher amount, the subcontractor shall request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements or

other approved documentation so that the State can ascertain the ability of the subcontractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and MCES or subcontractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by MCES or subcontractor to fulfill this requirement.

#### 14.3 Additional insurance conditions:

- MCESs or subcontractor's policy(ies) or subcontractor's shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the performance under this Agreement.
- MCES or subcontractor is responsible for payment of Agreement-related insurance premiums and deductibles.
- If MCES or subcontractor is self-insured, a Certificate of Self-Insurance must be attached. • Include legal defense fees in addition to liability policy limits, with the exception of 14. 2 D. above.
- Obtain insurance policies from an insurance company having an "AM BEST" rating of A(minus); Financial Size Category (FSC) VI! or better and must be authorized to do business in the State of Minnesota or obtain comparable coverage under a program of self insurance.
- An Umbrella or Excess Liability insurance policy may be used to supplement the MCESs or subcontractor's policy limits to satisfy the full policy limits required by the Agreement. • If MCES or subcontractor receives a cancellation notice from an insurance carrier affording coverage herein, MCES agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless MCESs or subcontractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

14.4 The State reserves the right to immediately terminate the Agreement if the MCES or subcontractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the MCES. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

14.5 The successful responder is required to submit Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to commencing work under the Agreement.

#### 15. Publicity and endorsement

15.1 Publicity. Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the MCES individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.

15.2 Endorsement. The MCES must not claim that the State endorses its products or services.

#### 16. Governing law, jurisdiction, and venue

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Data disclosure

Under Minn. Stat. S 270C.65, subd. 3 and other applicable law, the MCES consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax

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identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the MCES to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

18. Payment to subcontractors

As required by Minn. Stat. S 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

19. Termination

19.1 Termination by the State. The State or Commissioner of Administration may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the MCES. Upon termination, the MCES will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

19.2 Termination for Insufficient funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the MCES. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the MCES will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the MCES notice of the lack of funding within a reasonable time of the State's receiving that notice,

20. Minn. Stat. S 181.59

The vendor will comply with the provisions of Minn. Stat. S 181.59 which requires:

Every Agreement for or on behalf of the State, or any county, city, town, township, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the MCES agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any Agreement, or any subcontract, no MCES, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no MCES, material supplier, or vendor, shall, in any manner, discriminate against or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any Agreement on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this Agreement may be canceled or terminated by the state county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the Agreement, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

D #

21. E-Verify certification (In accordance with Minn. Stat. S 16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at

SWIFT Contract No: 135932

PO No: 3000020460

Agency Interest ID 187607

Activity ID PR0020170048

Met Council No. 17G000

http://www.mmd.adminstate.mn.us/doc/VerifySubCertForm doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

1. State Encumbrance Verification  
 individual certifies that funds have been encumbered as  
 required by Minnesota Statute §§ 16A.15 and 16C.05.  
 Signed: [Signature]  
 Date: 1/12/18

3. Minnesota Pollution Control Agency  
 By: Christine Querson  
 (with delegated authority)  
 Title: Asst. Director  
 Date: 1-12-18

SWIFT Contract No. \_\_\_\_\_

2. Metropolitan Council  
 By: [Signature]  
 Title: Regional Administrator  
 Date: 01/02/2018

4. Commissioner Of Administration As  
Rachel Doyher  
1-16-18  
 delegated to the Office of State Procurement  
 By: \_\_\_\_\_

Date: \_\_\_\_\_

55010

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



520 Lafayette Road North  
St. Paul, MN 55155-4194

# Joint Powers Agreement Amendment #1

SWIFT Contract No.: 0000000000000000000000135932  
Purchase Order No.: 3000020460  
Agency ID No.: 187607  
Project Activity ID: PRO20170048  
Met Council No, 17G000

Agreement Start Date:	<u>January 16, 2019</u>	Total Agreement Amount:	<u>\$538,500.00</u>
Original Agreement Expiration Date:	<u>March 31, 2020</u>	Original Agreement:	<u>\$300,000.00</u>
Current Agreement Expiration Date:	<u>March 31, 2020</u>	Previous Amendment(s) Total:	<u>\$ N/A</u>
Requested Agreement Expiration Date:	<u>March 31, 2022</u>	This Amendment:	<u>\$238,500.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155 ("State" or "MPCA") and **Metropolitan Council**, 390 Robert Street N, St. Paul, MN 55101 ("Governmental Unit" or "MCES").

## Recitals

1. The State has an agreement with the Contractor identified as SWIFT Contract Number: 0000000000000000000000135932 ("Original Agreement") to provide Metropolitan Area Watershed Outlet Monitoring Program.
2. This amendment is needed to extend the expiration date and to provide additional funds.
3. The State and the Contractor are willing to amend the Original Agreement as stated below.

## Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

**REVISION 1.** Clause 1.2 "**Expiration Date**" is amended as follows:

- 1.2 Expiration date:** ~~March 31, 2020~~ March 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2.** Clause 2. "**MCES's duties**" is amended to as follows:

### 2. MCES's duties

The MCES, who is not a state employee, will conduct the Project and follow the Budget for the said Project as specified in Revised Attachment A, which is attached and incorporated into this Agreement. No terms or conditions of the MCES's proposal will be construed to modify, diminish, or derogate the terms and conditions of this Agreement.

All water monitoring programs and projects that involve environmental data acquisition from direct measurement activities or laboratory analysis must have an approved Quality Assurance Project Plan (QAPP) to ensure all data collected are of known and suitable quality and quantity. The MCES shall cooperate in the completion of the QAPP, and comply with the requisite elements of the plan.

All laboratory work conducted under this Project must be done by a laboratory currently certified by the Minnesota Department of Health for the parameter being measured.

The MCES shall ensure that all personnel involved in the performance of this Agreement are properly qualified, trained, and competent; and shall be, where applicable, appropriately medically monitored during activities undertaken.

**REVISION 3.** Clause 4.1 “**Consideration**” is amended as follows:

**4.1 Consideration.** The State will pay for all services performed by the MCES under this Agreement as follows:

- (a) **Compensation.** The MCES will be paid in accordance with the breakdown of costs as set forth in the detailed Budget section of **Revised Attachment A**, which is attached and incorporated into this Agreement.
- (b) **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the MCES as a result of this Agreement will not exceed the total amount set forth in travel expense section of the detailed Budget section of **Revised Attachment A**, which is attached and incorporated into this Agreement, provided that the MCES will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget office, which is incorporated into this Agreement by reference and which can be viewed at: <http://www.mmd.admin.state.mn.us/commissionersplan.htm>.
- (c) **Total obligation.** The total obligation of the State for all compensation and reimbursements to the MCES under this Agreement will not exceed ~~\$300,000.00 (Three Hundred Thousand Dollars)~~ **\$538,500.00 (Five Hundred Thirty Eight Thousand Five Hundred Dollars)**.

**REVISION 4.** The following clause is added to the contract:

**22. Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053).**

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

**REVISION 5.** The following clause is added to the contract:

**23. Subcontractor Reporting.**

If the total value of this contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, Contractor will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect. The Original Agreement, previous amendments and change orders are incorporated into this agreement by reference.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.*

Signed: Kimberley Jean Ruedy  
DocuSigned by: C1A357693353463  
Date: March 27, 2020  
SWIFT Contract No. 135932

**3. Minnesota Pollution Control Agency**

*Individual certifies the applicable provisions of Minn. Stat. §16C.08 subdivisions 2 and 3 are reaffirmed.*

By: Melissa Lewis  
DocuSigned by: 5F0F911B8446426  
Title: (with delegated authority) Assistant Division Director  
Date: March 30, 2020

**2. METROPOLITAN COUNCIL**

By: Meredith Vadis

Title: Regional Administrator

Date: Mar 25, 2020

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**

*As delegated to the Office of State Procurement*

By: Sara Freedland

Date: April 14, 2020



520 Lafayette Road North  
St. Paul, MN 55155-4194

# Revised Attachment A



**I. Project information****Project title:** (8 word maximum)Project title: Metropolitan Area Watershed Outlet Monitoring Program (WOMP2)**Local Partner:**Organization name: Metropolitan Council Environmental ServicesStreet address: 2400 Childs RoadCity: St. Paul State: MN Zip code: 55106Primary contact: Daniel Henely Phone: 651-602-8085Email address: daniel.henely@metc.state.mn.us Fax: \_\_\_\_\_Fiscal contact name: Emmanuel Benson Phone: 651-602-1458Email address: emmanuel.benson@metc.state.mn.us Fax: \_\_\_\_\_Field contact name: Casandra Champion Phone: 651-602-8745Email address: casandra.champion@metc.state.mn.us Fax: \_\_\_\_\_**Project location:**

Basin (check all that apply):

 Upper Mississippi River  Lower Mississippi River  Minnesota River  Rainy River  Red RiverCrow River (Main Stem), Mississippi R- Twin  
Cities, Rum River, Lower Minnesota R, Cannon  
River, Mississippi R-Lake Pepin07010204, 07010206,  
07010207, 07020012,Major Watershed(s): \_\_\_\_\_ Hydrologic unit code(s): 07040002, 07040001**Project details:**Start date: 1/1/2018 End date: 3/31/2022 Budget \$ 300,000  
(mm/dd/yyyy) (mm/dd/yyyy) amount: \$ 538,500**FY18-FY21 WOMP2 Workplan**FTE (total project hrs/2,088 hrs): .89 1.2 FTEName of eligible laboratory: MCES Laboratory (Metro WWTP, St. Paul, MN) and Pace Analytical Services LLC Minneapolis**Partners:**

WOMP Cooperators will include the City of Eden Prairie (Riley Creek 2018/2019 only), Anoka Conservation District (Rum River), Riley-Purgatory-Bluff Creek Watershed District (Purgatory Creek), Bassett Creek Watershed Management Commission (Bassett Creek), Dakota County Soil and Water Conservation District (Vermillion and Cannon Rivers), and Wright County Soil and Water Conservation District (Crow River). To support and encourage the participation of WOMP Cooperators, MCES provides an annual payment for each monitoring site. Through Surface Water Assessment Grant (SWAG) funding this agreement also will monitor 3 lakes (Fish Lake, Rice Lake, and Pierson's Lake) in 2020 and Bassett Creek additional sampling in 2020 and 2021. MCES then uses the remainder of the state funding to pay all costs for monitoring equipment, monitoring station maintenance, utilities, laboratory analysis of water samples, and MCES staff and cooperator labor (1.2 FTE) that coordinates and performs the remaining elements of the program, manages the data, and prepares reports.

## Project Summary:

The Minnesota Pollution Control Agency's (MPCA) Watershed Pollutant Load Monitoring Network (WPLMN) forms the core of a long-term program designed to measure and compare regional differences and trends in pollutant loadings from Minnesota's mainstem rivers and the outlets of major watersheds and subwatersheds draining to these rivers. The first stations within the network were installed in 2007 in the Twin Cities area. Metropolitan Council Environmental Services (MCES) is the only entity that collects water quality data across the Metropolitan region. This agreement provides MCES a portion of the necessary funding to conduct pollutant load monitoring and data evaluation from the Metropolitan Area load monitoring stations as well as some SWAG program support to assist in MPCA's state-wide assessment work.

The pollutant load monitoring data is also used to assist with watershed and water quality studies and reports, watershed modeling efforts, the measurement of the ongoing effectiveness of watershed protection and restoration plans, and an understanding of trends over time.

At each WPLMN funded monitoring site, stream stage and flow, temperature, and specific conductance will be continuously measured with on-site instrumentation and dataloggers. In addition, turbidity will be continuously measured at two sites (Purgatory and Riley Creeks (2018/2019 only)) during the open-water season. Where feasible, precipitation will also be measured with a tipping bucket rain gauge. During precipitation and runoff events (generally during the March-October period), automated samplers collect water quality samples during the event at smaller watersheds (Riley (2018/2019 only), Purgatory, and Bassett Creeks), and event-based grab samples are obtained at larger watersheds (Cannon, Vermillion, Crow, Rum Rivers). Routine grab samples will be taken at bi-weekly intervals at all sites. WOMP Cooperators will help maintain sites and instrumentation, help establish and maintain stream rating curves when needed, and collect and submit water quality samples.

~~The Minnesota Pollution Control Agency's (MPCA) Watershed Pollutant Load Monitoring Network (WPLMN) forms the core of a long-term program designed to measure and compare regional differences and trends in water quality from Minnesota's rivers and the outlets of tributaries draining to these rivers. The program began in 2007 with an appropriation from Minnesota's Clean Water Legacy Fund. In the Twin Cities area, Metropolitan Council Environmental Services (MCES) is the only entity that collects water quality data across the entire region. MPCA needs the efficiency of using MCES' Watershed Outlet Monitoring Program (WOMP) to support the Load Monitoring Network. This agreement provides MCES a portion of the necessary funding.~~

The stream chemistry and flow monitoring done by MCES is critical for understanding the water quality in this area of the State, the stressors to that water quality, and trends over time. The data is also used to assist with impaired waters assessments, watershed and water quality studies and reports, watershed modeling efforts, and the measurement of the ongoing effectiveness of watershed protection and restoration plans. SWAG funded locations in 2018-2019 included Vermillion 15.6 and Browns Creek/Valley Creek in 2019-2020. Bassett Creek was added for 2020-2021 as well as 3 lakes (Fish, Rice, Pierson's) for 2020 only. These are funded for additional E.coli, Hardness, and Chloride tests and lakes include TP/Chl-A. See grids below for more details on sampling schedule.

At each monitoring site, stream stage and flow, temperature, and specific conductance will be continuously measured with on-site instrumentation and dataloggers. In addition, turbidity will be continuously measured at two sites (Purgatory and Riley Creeks (2018/2019 only)) during the open-water season. Where feasible, precipitation will also be measured with a tipping bucket rain gauge. During precipitation and runoff events (generally during the March-October period), automated samplers collect water quality samples during the event at smaller watersheds (Riley (2018/2019 only), Purgatory, and Bassett Creeks), and event-based grab samples are obtained at larger watersheds (Cannon, Vermillion, Crow, Rum Rivers). Routine grab samples will be taken at bi-weekly intervals at all sites. WOMP Cooperators will help maintain sites and instrumentation, help establish and maintain stream rating curves when needed, and collect and submit water quality samples. Annual macroinvertebrate monitoring is being conducted by MCES staff at most MCES stream monitoring locations (including WOMP2 locations), using the MPCA's MIBI protocol. However, funding is not received from MPCA for this biomonitoring work.

For more information on MCES stream monitoring protocols, please refer to the document: "[Metropolitan Council Environmental Services Quality Assurance Program Plan: Stream Monitoring](#)".

The MCES Laboratory Services Section will analyze the water quality samples collected by WOMP Cooperators. This contract will cover the laboratory costs of tests aligned with MPCA's WPLMN and SWAG programs, including nitrate/nitrite, total Kjeldahl nitrogen, total phosphorus, total suspended solids, E. coli, chlorophyll-a and filtered ortho-phosphorus. Ortho-phosphorus will only be covered at Cannon River, Rum River, Vermillion River, and Crow River stations. For SWAG monitoring on lakes in 2020, the Total Phosphorus test will be outsourced to Pace Analytical for a lower reporting limit to match MPCA lake monitoring requirements.

Synthesis and management of all data/information obtained from the monitoring sites and pollutant load modeling will be conducted by the MCES Environmental Quality Assurance Water Resources Section as part of this agreement. All program monitoring data obtained during the 2018-2022 ~~2019~~ period, including field data, continuous monitoring data (stream flow, temperature, specific conductance, and turbidity), precipitation data, laboratory data, and biological monitoring data, will be available to the local WOMP partners and MPCA through the MCES Environmental Information Management System (EIMS) and/or on an as-requested basis.

## II. Workplan detail

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### Project goal:

Operate and maintain 7 WOMP (6 WOMP in 2020/2021) monitoring sites for measurement of stream flow, water quality, and pollutant loads and assist with SWAG monitoring as outlined in Section 3.

The monitoring work described below will complement MCES monitoring of stream flow, water quality, and pollutant loads at other Metro Area watersheds.

Monitoring information will be available to the WOMP Cooperators and MPCA on an annual basis, so that the information can be used for assessing water quality conditions, documenting water quality trends, identifying water quality problems, preparing and updating watershed and local comprehensive plans, preparing TMDL plans and WRAPS reports, and implementing watershed best management practices (BMPs) for nonpoint source pollution abatement, as appropriate.

### Stream Monitoring Field Work

Task A: Training and Prep Work

Sub-task 1: Prepare WOMP Cooperator Workplan and discuss Quality Assurance Project Plan (QAPP) (WOMP Coordinator and Cooperators) February or March annually. Develop new QAPP with WPLMN and SWAG staff and include PACE information for lake analysis by 5/1/2020.

Sub-task 2: Conduct annual WOMP Cooperator Forum (March) (developed by MCES and attended by Cooperators)

Sub-task 3: Ensure adequate equipment and supplies (field sheets, bottles, auto-sampler is operational and calibrated)

Sub-task 4: Coordinate QAPP review discussions with MPCA program and QA/QC staff. Submit final QAPP to MPCA by 5/1/2020.

~~Timeframe: January-March of 2018 and 2019. QAPP reviews when documents updated/completed.~~

~~Person(s) responsible: WOMP Cooperators, MCES Staff~~

Task B: Collect water quality samples, following sample collection protocols as defined in the WOMP Monitoring Workplan and MPCA WPLMN Standard Operating Procedures and Guidance (SOPG)

Sub-task 1: During the 2018/2019 biennium, collect 52 bi-weekly water quality samples and field information at each site outlined in monitoring site table. For 2020/2021, collect 26 samples per stream site per year.

Sub-task 2: During the 2018/2019 and 2020/2021 bienniums, collect 20 water quality samples and field information during rain events, via automated samplers or grab sampling. Multiple samples along an event hydrograph are recommended for significant events. Up to 10 water quality samples for 2020/2021

Sub-task 3: Collect two field duplicate samples per year (2018 and 2019) at each site. For 2020 and 2021 collect one field duplicate samples\* per year at each site, request biweekly lab tests.

Sub-task 4: Collect one field blank per year (2018, and 2019, 2020, and 2021) per WOMP Cooperator.

Sub-task 5: Ship or deliver samples to MCES lab for analysis of Total Phosphorus, Dissolved Orthophosphate (DOP), Total Suspended Solids, Total Kjeldahl Nitrogen, and Nitrate-Nitrite Nitrogen. DOP will only be collected at major watershed and basin sites.

Sub-task 6: Operate automated samplers for event-based sampling at Purgatory, Riley (2018/2019 only), and Bassett Creeks.

~~Timeframe: January 2018-March 2020~~

~~Person(s) responsible: WOMP Cooperators primarily, MCES Staff as needed~~

\*Duplicate and equipment blank samples may be used as regular samples during wet years.

Task C: Make stream flow measurements on a 4-7 week rotation at the Vermillion River and Bassett, Purgatory, and Riley Creek (2018/2019 only) sites. (United States Geological Survey (USGS) or Minnesota Department of Natural Services (MDNR) makes flow calculations at the Crow, Cannon and Rum River sites)

Sub-task 1: Follow MDNR/USGS guidelines for performing flow measurements

Sub-task 2: Document field observations of channel condition and stage readings

Sub-task 3: Enter data into MCES database for use in rating development.

~~Timeframe: January 2018-March 2020~~

Person(s) responsible: ~~MCES Staff, WOMP Cooperators as needed/able~~

- Task D: Make water quality (WQ) field meter measurements and observations during each site visit.
- Sub-task 1: Make in-situ field meter measurements (water temperature and specific conductance during every site visit, dissolved oxygen and pH when able), using a field meter calibrated using manufacturer recommendations and calibration information documented.
- Sub-task 2: Make stream transparency measurements using a 100 cm Secchi tube. (Only at Rum, Crow, Vermillion, and Cannon River sites)
- Sub-task 3: Record visual observations and water level information during each site visit.
- Sub-task 4: Document stream conditions and clarity through upstream, downstream, and bottle photos when samples are collected.
- Sub-task 5: Record datalogger readings, error, control conditions and water level information (using a wire weight gage, weighted tape, or staff gage).
- Timeframe: ~~January 2018-March 2020~~
- Person(s) responsible: ~~WOMP Cooperators primarily, MCES Staff as needed~~

- Task E: Station Maintenance
- Sub-task 1: Cleaning of instream deployed probes/bubblers and shelter/platform/conduit repair as needed to maintain function and appearance.
- Sub-task 2: Sites removed and re-installed as necessary in response to construction projects or natural causes like flooding events.
- Timeframe: ~~January 2018-March 2020~~
- Person(s) responsible: ~~MCES staff if maintenance is significant, Cooperators for routine cleaning and small repairs~~

- Task F: MPCA Intensive Watershed Monitoring (IWM) Cycle 2 monitoring support as defined in the MPCA IWM Streams SOP at selected locations.
- Sub-task 1: Conduct stream monitoring per the schedules and parameter lists within Section 3
- Sub-task 2: Ensure E. coli samples analyzed within 30 hours of collection. Ensure that all samples analyzed over 24 hours are flagged and reported to MPCA.
- Sub-task 3: Collect one set of field duplicates per site in 2018 and 2020 for all parameters.
- Sub-task 4: Collect an equipment blank per cooperator in July 2018 and 2020.
- Sub-task 5: Record Secchi Tube, field measurements (dissolved oxygen, specific conductance, temperature, and pH), upstream photograph, and recreational suitability documentation during all stream monitoring events.
- Timeframe: ~~5/1/2018-9/30/2018; 5/1/2019-9/30/2019;~~
- Person(s) responsible: ~~MCES Staff (and Cooperator: Washington Conservation District)~~

Task G: Follow sample collection protocols as defined in the MPCA IWM Lakes SOPs at selected lakes.

- Sub-task 1: Conduct lake monitoring per the schedules and parameters within the tables of Section III.
- Sub-task 2: Collect one set of field duplicates per lake in July 2020.
- Sub-task 3: Record water clarity depth using a Secchi Disk and conduct profile measurements (dissolved oxygen, specific conductance, temperature, and pH) at one meter intervals.
- Sub-task 4: Conduct field meter calibration and maintenance per manufacturer specifications and the IWM Lakes SOP
- Sub-task 5: Complete chain of custody form and submit samples to designated laboratory for water chemistry analysis.

## Data Management

- Task A: Review field sheets for accuracy and perform data entry
- Sub-task 1: Ensure appropriate analytical tests have been requested and logged in by Lab
- Timeframe: ~~January 2018-March 2020~~
- Person(s) responsible: ~~MCES Staff~~
- Task B: Review and QA/QC lab analytical results for outliers and apply flags in database
- Sub-task 1: Ensure all data have been entered into the MCES database
- Sub-task 2: Review lab results for validity and flag as needed

Sub-task 3: Provide analytical results and field observations to MPCA upon request  
Data submitted to WXQ/STORET after review is complete.

Timeframe: ~~January 2018-March 2020~~

Person(s) responsible: MCES Staff

Task C: Complete discharge calculations

Sub-task 1: Review flow measurement entry

Sub-task 2: Drift correct 15-minute continuous stage data

Sub-task 3: Rating and shift development

Sub-task 4: Daily discharges finalized (includes winter and gap filling estimations) and reviewed

Timeframe: ~~January 2018-March 2020~~

Person(s) responsible: MCES Staff

Task D: Pollutant load modeling-Complete pollutant load calculations using the FLUX32 model.

Sub-task 1: Using reviewed flow and chemistry data, model pollutant loads for each site. Pollutant loads calculated for Total Phosphorus, Nitrate+Nitrite, Total Suspended Solids, Chloride, and Total Kjeldal Nitrogen. Ortho-phosphorus loads calculated for Cannon River, Rum River, Vermillion River, and Crow River.

Sub-task 2: Participate in MPCA led FLUX32 verification sessions as directed by MPCA, at a time and location to be mutually agreed upon by both parties.

Timeframe: ~~January 2018-March 2020~~

Person(s) responsible: MCES Staff

## Program Oversight

Task A: Track project expenditures and submit invoices quarterly

Sub-task 1: Manage line item budgets

Timeframe: ~~January 2018-March 2020~~

Person(s) responsible: MCES Staff

Task B: Compile and submit program progress information

Sub-task 1: Compile and present progress information at Interim Update Meeting by March 15, 2019

Sub-task 2: Compile and submit Final Interim Progress Report by December 31, 2019.

Sub-task 3: Compile and present progress information at Interim Update Meeting by Spring of 2021

Sub-task 4: Compile and submit Final Progress Report by December 31, 2021

Timeframe: ~~January 2018-March 2020~~

Person(s) responsible: MCES Staff

Task C: Coordinate sampling efforts with Cooperators, MCES staff and MPCA

Sub-task 1: Participate in weekly sampling coordination phone conference calls; weekly from March to October, monthly from November to February (East Central and Southeast WPLMN calls)

Sub-task 2: Participate in monthly IWM check in calls with MPCA IWM Project Manager from May-September of 2020 and May-September 2021.

Sub-task 2 3: Communicate to Cooperators and MCES staff when sampling/monitoring may be needed, particularly in response to rain; provide technical support; and troubleshoot monitoring-related problems.

General coordination: Ongoing,

Conference Calls: Throughout the agreement period; weekly from March to October, monthly from

November to February

Person(s) responsible: MCES Staff

Task D: Training

Sub-task 1: Provide training with WOMP Cooperators on workplan and QAPP

Sub-task 2: Provide additional training as needed to cooperators on field methods/equipment when staff turnover occurs or new equipment is implemented.

Sub-task 3: Attend training offered by MPCA or DNR staff regarding field visits, sampling, and data management, (FLUX32) as needed.

Sub-task 4:     Participate in a statewide MPCA WPLMN meeting once per contract.

~~Timeframe:~~     ~~January 2018-March 2020~~

~~Person(s) responsible:~~     MCES Staff

### III. Monitoring site table

#### WOMP 2 Site List

Basin	Major Watershed	MCES ID	STORET ID	Site name	County	Latitude	Longitude
Upper Mississippi River	Mississippi River-Twin Cities	BS 1.9	BS0056	Bassett Creek at Irving Ave, Minneapolis	Hennepin	44° 58' 35.044" N	93° 17' 57.838" W
Upper Mississippi River	North and South Fork Crow River (Main Stem)	CW 23.1	CW0231	Main Stem Crow River 50m down from Hwy 55, Rockford	Wright	45° 5' 11.970" N	93° 44' 5.615" W
Upper Mississippi River	Rum River	RUM 0.6	RUM0006	Rum River at Main St (Co Rd 14) in Anoka	Anoka	45° 11' 42.682" N	93° 23' 35.030" W
Lower Mississippi River	Cannon River	CN 11.9	CN0119	Cannon River near Welch	Goodhue	44° 33' 51.804" N	92° 43' 55.007" W
Lower Mississippi River	Mississippi River-Lake Pepin	VR 2.0	VR0020	Vermillion River 150m down from Hwy61, Hastings	Dakota	44° 43' 30.949" N	92° 51' 1.242" W
Minnesota River	Lower Minnesota River	RI 1.3	RI0013	Riley Creek at Hwy-169, Eden Prairie*	Hennepin	44° 49' 4.569" N	93° 28' 47.024" W
Minnesota River	Lower Minnesota River	PU 3.9	PU0039	Purgatory Creek at Pioneer Trail, Eden Prairie	Hennepin	44° 49' 38.4" N	93° 25' 24.4" W

\*Support for Riley Creek in 2018 and 2019 only

#### Intensive Watershed Monitoring Site List

Basin	Major Watershed	MCES ID	STORET ID	Site name	County	Latitude	Longitude
St. Croix River	Lower St. Croix	VA-1.0 <sup>±</sup>	VA0010	Valley Creek at Putnam Blvd	Washington	44° 54' 57.036" N	92° 47' 9.381" W
St. Croix River	Lower St. Croix	BR-0.3 <sup>±</sup>	BR0003	Browns Creek at Dellwood Road	Washington	45° 4' 32.463" N	92° 48' 30.215" W
Lower Mississippi River	Mississippi River-Lake Pepin	VR 15.6	VR0156	Vermillion River at Co Rd 79	Dakota	44.667	-93.055
Lower Mississippi River	Mississippi River-Lake Pepin	VR 2.0**	VR0020	Vermillion River 150m down from Hwy61, Hastings	Dakota	44° 43' 30.949" N	92° 51' 1.242" W
Lower Mississippi River	Mississippi River-Twin Cities	BS-1.9	BS0056	Basset Creek at Irving Ave	Hennepin	44° 58' 35.044" N	93° 17' 57.838" W

\*Valley Creek and Browns-Creek only for 2019 Valley Creek and Browns Creek for 2019 and 2020.

\*\*Also a WOMP2 site so routine work for WOMP2 will be supplemented with additional required work for SWAG







	T	Late											
										</			





	May			June			July			August			September	
	Early	Late		Early	Mid	Late	Early	Mid	Late	Early	Mid	Late	Early	Late
010 & BR0003														
T	X			X			X			X			X	
	X			X			X			X			X	
bride	X													
ness as CaCO3	X													
ili				X		X	X			X		X		
chi tube	X			X		X	X			X		X	X	
cific														
ductance	X			X		X	X			X		X	X	
perature	X			X		X	X			X		X	X	
	X			X		X	X			X		X	X	
	X			X		X	X			X		X	X	
stream Photo	X			X		X	X			X		X	X	
Suitability,														
earance, stage														
mate	X			X		X	X			X		X	X	

	May			June			July			August			September	
	Early	Late		Early	Mid	Late	Early	Mid	Late	Early	Mid	Late	Early	Late
9	X			X			X			X			X	
2020	X			X			X			X			X	
T	X			X			X			X			X	
ide	X													
ness as CaCO3	X													
				X	X	X	X	X	X	X	X	X		
hi tube	X			X	X	X	X	X	X	X	X	X	X	
fic Conductance	X			X	X	X	X	X	X	X	X	X	X	
erature	X			X	X	X	X	X	X	X	X	X	X	
	X			X	X	X	X	X	X	X	X	X	X	
	X			X	X	X	X	X	X	X	X	X	X	
eam Photo	X			X	X	X	X	X	X	X	X	X	X	
uitability,														
arance, stage	X			X	X	X	X	X	X	X	X	X	X	
ate														

	May			June			July			August			September	
	Early	Late		Early	Mid	Late	Early	Mid	Late	Early	Mid	Late	Early	Late
<b>1.9</b>														
<b>2021</b>	X			X			X			X			X	
T	X			X			X			X			X	
<u>oxide</u>	X													
<u>ness as CaCO3</u>	X													
<u>ili</u>				X		X	X		X	X		X		
<u>chi tube</u>	X			X		X	X		X	X		X	X	
<u>cific</u>														
<u>ductance</u>	X			X		X	X		X	X		X	X	
<u>perature</u>	X			X		X	X		X	X		X	X	
	X			X		X	X		X	X		X	X	
	X			X		X	X		X	X		X	X	
<u>stream Photo</u>	X			X		X	X		X	X		X	X	
<u>Suitability,</u>														
<u>earance, stage</u>														
<u>mate</u>	X			X		X	X		X	X		X	X	

## Intensive Watershed Lake Monitoring Site List

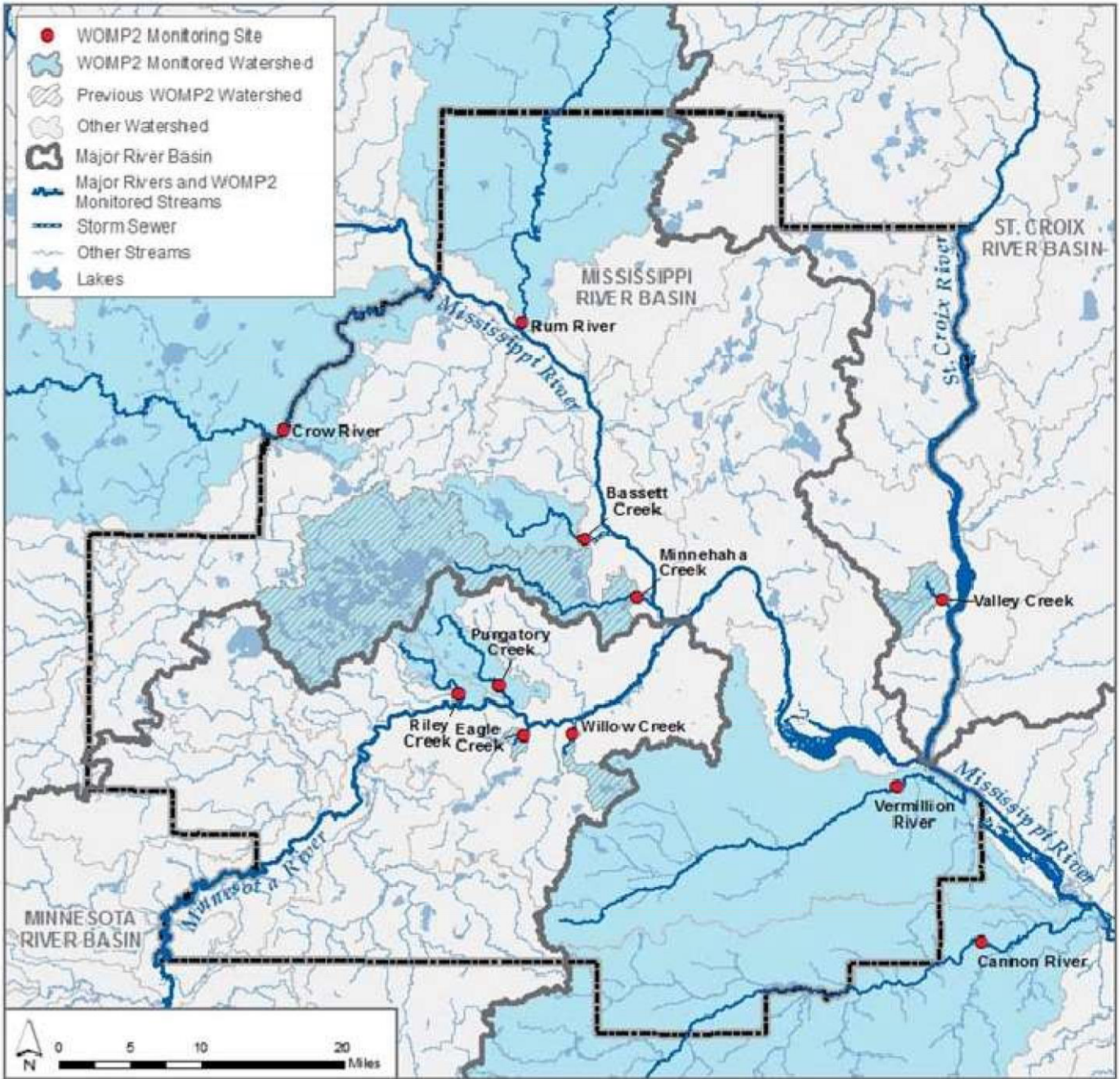
<u>Watershed</u>	<u>County</u>	<u>Lake name</u>	<u>Lake ID#</u>	<u>Lat.</u>	<u>Long.</u>
Mississippi River-Twin Cities	Anoka	Fish	02-0065-00	45.40252	-93.16440
Mississippi River-Twin Cities	Carver	Rice	10-0078-00	44.80142	-93.86903
Mississippi River-Twin Cities	Carver	Pierson's	10-0053-00	44.83475	-93.69455

## Intensive Watershed Lake Monitoring Schedule

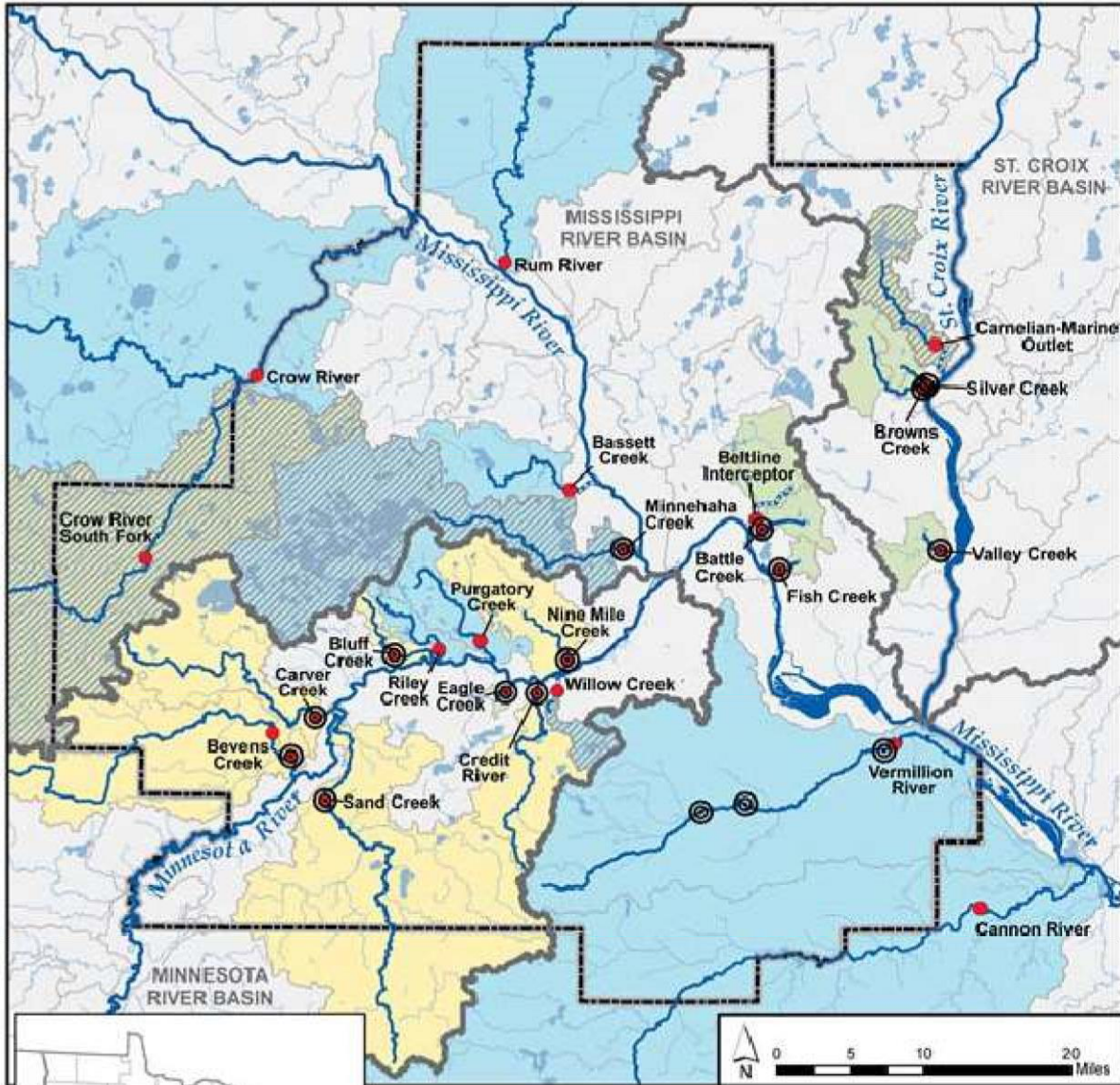
	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>
<b>2020</b>	-	-	-	-	-
<u>TP</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Chl-A</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Chloride</u>	-		-	<u>X</u>	-
<u>Hardness as CaCO3</u>	-		-	<u>X</u>	-
<u>Secchi Disk Depth</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Specific Conductance</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Temperature</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>pH</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>DO</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Rec Suitability,</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Physical Appearance</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>



**IV. Project area map**







## 2018 MCES Stream Monitoring Stations



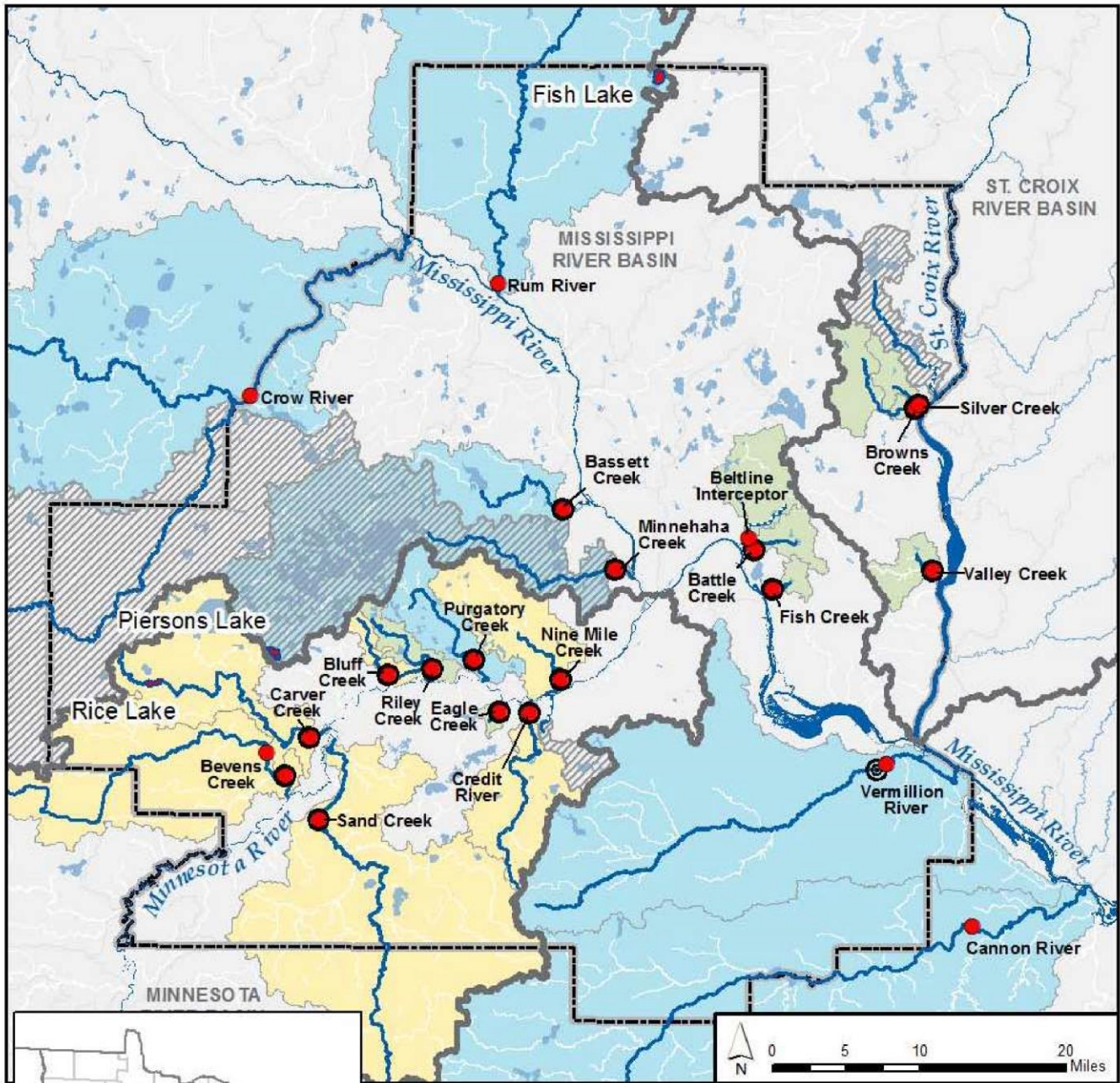
- ⊙ Biological Monitoring Locations
- MCES Monitored Streams
- ▨ Previously Monitored Watershed
- Stream Monitoring Programs**
- NPS
- WOMP1
- WOMP2
- Major River or MCES/Cooperator Monitored Stream
- Storm Sewer
- Other Stream
- Lake
- MCES Non-Monitored Watershed
- Major River Basin



May 2017  
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2020-2021 WOMP 2 Streams and Lakes



# 2020-2021 WOMP2 Streams and Lakes



- ⊙ Biological Monitoring Locations
- MCES Monitored Streams
- ▨ Previously Monitored Watershed
- Stream Monitoring Programs**
- NPS
- WOMP1
- WOMP2
- Major River or MCES/Cooperator Monitored Stream
- Storm Sewer
- Other Stream
- Lake
- ▨ MCES Non-Monitored Watershed
- ▭ Major River Basin



December 2019

## **V. Evaluation plan**

### **Measures for Success**

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- Operation and maintenance of 7 "Metropolitan Area Watershed Outlet Monitoring Program" (WOMP) stream monitoring sites as described above. 6 locations for 2020/2021.
- Active cooperation with and assistance to the local water monitoring partners listed above in operating and maintaining the 7 sites. 6 sites for 2020/2021.
- Collection of necessary parameters and frequency of SWAG monitoring sites (2 on Vermillion River for 2018-2019, ~~and~~ Valley Creek and Browns Creek in 2019 ~~only~~ and 2020, Bassett Creek 2020/2021, and Rice/Fish/Piersons Lakes in 2020)
- Measurement of the water quality parameters listed above according to the schedule specified above.
- Laboratory analysis of the collected water quality samples as listed above.
- Storage and management of all data resulting from the water quality monitoring and laboratory analysis.
- Availability of the data to the MPCA and to WOMP Cooperators on an annual basis and as requested, so that the information can be used for water quality management efforts.

### **Methods for measuring success**

- A summary will be prepared as part of the 2018 progress update/report, ~~and~~ the 2018-2019 interim report, and the final report, indicating the number of samples collected at each site and any challenges encountered during the sampling season.
- Regular review of hydrographs with plotted samples during phone conferences with the MPCA Project Managers (Rum River, Cannon River and Crow River).
- Submitted data will be available through databases and data management systems (MCES EIMS).

**VI. Budget**

<b>Budget item</b>			<b>Totals</b>
<b>Personnel:</b>	<b>Estimated Hours**</b>	<b>Hourly Rate</b>	
MCES Stream Lead Scientist	1437	\$65/hr*	\$93,405.00
MCES Stream Field Staff	629	\$55/hr*	\$34,595.00
MCES River Field Staff A (Conventional Sampling)	124	\$55/hr*	\$6,840.00
MCES River Field Staff B	65	\$55/hr*	\$3,575.00
MCES Assistant Manager Water Resources	121	\$65/hr*	\$7,865.00
MCES Assessment Scientist A	68	\$60/hr*	\$4,080.00
MCES Assessment Scientist B	67	\$60/hr*	\$4,020.00
MCES Stream Support Scientist	66	\$60/hr*	\$3,960.00
WOMP Cooperators***	X	X	\$76,600.00

\*Actual individual rates will vary by year, but should not exceed listed rate. \*\*Actual hours may vary  
 MCES Estimated FTE= 1.2 (will be updated with actual FTE through invoicing/reporting)

<b>Additional Costs:</b>			
<b>Laboratory Analyses:</b>	X	X	\$22,700.00
<b>Travel Reimbursement****</b>	X	X	\$1,500.00
<b>Equipment Servicing and Maintenance</b>	X	X	\$16,020.00
<b>Materials and Supplies (table below)</b>	X	X	\$18,350.00
<b>Phone and Electric Utilities</b>	X	X	\$6,490.00
<b>Column total:</b>			<b>\$300,000.00</b>

\*\*\*Reference Cooperator distribution table

\*\*\*\*Billed at current IRS mileage rate

**2020-2021 Budget**

	<b>Quantity needed</b>	<b>Unit cost</b>	<b>Total cost</b>
-			
<b>Staff total cost (not to exceed)*</b>	-	-	<b>\$123,100.00</b>
<b>MCES Laboratory analyses</b>	-	-	<b>\$22,100.00</b>
<b>PACE Laboratory analyses**</b>			<b>\$400.00</b>
<b>Travel reimbursement***</b>	-	-	<b>\$1,400.00</b>
<b>Cooperators</b>	-	-	<b>\$64,600.00</b>
<b>Electric Utilities</b>	-	-	<b>\$6,000.00</b>
<b>Maintenance (MCES)</b>	-	-	<b>\$10,000.00</b>
<b>Equipment and supplies (see detailed list below)</b>	-	-	<b>\$10,900.00</b>
<b>Total:</b>			<b>\$238,500.00</b>

**\*\*Current sampling and laboratory services master contract rates shall not be exceeded.**

**\*\*\*Invoiced at current IRS rate at maximum, based on MCES expenses incurred**

<b>Description</b>	<b>Maximum Hourly Rate (Total Compensation)</b>
<u>Monitoring Intern</u>	\$40.00/hr
<u>River Scientist</u>	\$55.00/hr
<u>Stream Scientist A</u>	\$55.00/hr
<u>Stream Scientist B</u>	\$55.00/hr
<u>Assessment Scientist A</u>	\$60.00/hr
<u>Assessment Scientist B</u>	\$60.00/hr
<u>Stream Senior Scientist</u>	\$60.00/hr
<u>Lake Lead Scientist</u>	\$60.00/hr
<u>Stream Lead Scientist</u>	\$60.00/hr
<u>Assistant Manager</u>	\$70.00/hr

### Cooperator Distribution

MCES provides grants to cooperators based on # of sites and workload associated with each site. The values below are based on the 2 year period.

<b>Cooperator</b>	<b>Estimated Hours Annually</b>	<b>Staff</b>	<b>Expenses*</b>
City of Eden Prairie	55	\$8,000	\$2,000
Anoka Conservation District	30	\$4,800	\$1,200
Riley-Purgatory-Bluff Creek Watershed District	55	\$8,000	\$2,000
Bassett Creek Watershed Management Commission	55	\$8,000	\$2,000
Dakota County Soil and Water Conservation District	155	\$23,000	\$5,000
Wright County Soil and Water Conservation District	50	\$7,000	\$3,000
Browns Creek Watershed District (2019 only)	22	\$1,300	\$0
Valley Branch Watershed District (2019 only)	22	\$1,300	\$0

\*Expenses to include mileage, supplies/equipment, shipping

*Estimated Cooperator FTE = 0.2 FTE*

### 2020-2021 Cooperator Distribution

<b>Cooperator</b>	<b>Sub-Grant Amount*</b>
<u>Riley-Purgatory-Bluff Creek Watershed District</u>	\$10,000
<u>Bassett Creek Watershed Management Commission</u>	\$10,000
<u>Dakota County Soil and Water Conservation District</u>	\$32,000
<u>Wright County Soil and Water Conservation District</u>	\$10,000
<u>Browns Creek Watershed District (2020 only)</u>	\$1,300
<u>Valley Branch Watershed District (2020 only)</u>	\$1,300

\*Expenses to include mileage, supplies/equipment, shipping

*Estimated Cooperator FTE = 0.2 FTE*

**VII. Equipment List**

**2018-2019 WOMP2 Equipment and Supplies List**

	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Consumables			\$3,500.00
Cell Modems	3		\$2,750.00
Replacement EXO Handheld	1	\$2,000.00	\$2,000.00
Van Dorn Sampler	2	\$800.00	\$1,600.00
Anti-fouling Turbidity Sensor	2	\$4,250.00	\$8,500.00
<b>Total</b>			<b>\$18,350.00</b>

**2020-2021 Equipment List**

**Equipment - limited to items greater than \$500 with a life expectancy greater than one year**

<b><u>Equipment - limited to items greater than \$500 with a life expectancy greater than one year</u></b>	<b><u>Quantity needed</u></b>	<b><u>Unit cost</u></b>	<b><u>Total cost</u></b>
<u>Supplies (Field, Office, Safety, &lt;\$500)</u>	<u>Enter quantity</u>	<u>Enter cost</u>	<u>\$2,000.00</u>
<u>4Bassett Creek Site Re-Location</u>			
<u>    a) Wire Weight Gage</u>	<u>1</u>	<u>\$1,500</u>	<u>\$1,500.00</u>
<u>    b) Shelter Box (piano style)</u>	<u>1</u>	<u>\$1,800</u>	<u>\$1,800.00</u>
<u>    c) Solar Panel and Power Accessories</u>	<u>1</u>	<u>\$1,000</u>	<u>\$1,000.00</u>
<u>    d) Temperature and Conductivity Probe Replacement</u>	<u>1</u>	<u>\$600</u>	<u>\$600.00</u>
<u>Turbidity Sensor Calibration/Repair</u>	<u>2</u>	<u>\$1,000</u>	<u>\$2,000.00</u>
<u>EXO Sonde Dissolved Oxygen Sensor Replacement (broke in 2019)</u>	<u>1</u>	<u>\$2,000</u>	<u>\$2,000.00</u>
<b><u>Total:</u></b>			<b><u>\$10,900.00</u></b>

# METROPOLITAN COUNCIL

[Print Agenda](#)

# MEETING

March 11, 2020

390 Robert Street North | Council Chambers | 4:00 PM



# AGENDA

## I. CALL TO ORDER

## II. APPROVAL OF AGENDA

## III. APPROVAL OF MINUTES

February 26, 2020 Metropolitan Council Meeting

## IV. PUBLIC INVITATION

Invitation to interested persons to address the Council on matters not on the agenda. Public comment on the agenda items has occurred in the respective committees (each speaker is limited to a three-minute presentation).

## V. BUSINESS

## VI. CONSENT AGENDA

Note: Items listed under the Consent Agenda will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the Consent Agenda for separate consideration.

1. [2020-7](#): Public Hearing for Orange Line Connecting Bus Study Concept Plan (Cyndi Harper 612-349-7723)
2. [2020-28](#): Authorization to Amend HASTUS License and Support Agreement (Adam Harrington 612-349-7797, Kristin Thompson 612-349-7782)
3. [2020-51](#): 2020 – 2024 Bridge Inspections and Engineering Services Contract 19P219 (Tom McGannon 612-349-7540)
4. [2020-62](#): SWLRT (Green Line Extension) Eden Prairie Town Center Change Order (Jim Alexander 612-373-3880)
5. [2020-73](#): SWLRT (Green Line Extension) Amendment 1 to Subrecipient Agreement with City of Eden Prairie (Jim Alexander 612-373-3880)

6. [2020-74](#): 2020-2023 TIP Amendment for Anoka County's Osbourne Road Improvements (Joe Barbeau 651-602-1705)
7. [2020-75](#): 2020-2023 TIP Amendment for MnDOT's Traffic Signal Update (Joe Barbeau 651-602-1705)
8. [2020-81](#): Metropolitan Wastewater Treatment Plant Solids Renewal & Improvements (Stephen Norton 651-602-1551)
9. [2020-90](#): Authorization to Negotiate and Execute a Joint Powers Agreement for the Minnesota Homeless Fund (LisaBeth Barajas 651-602-1895)

## VII. REPORTS OF STANDING COMMITTEES

- A. Community Development – Reports on Consent Agenda
- B. Environment
  1. [2020-99 SW](#): Joint Powers Agreement with Minnesota Pollution Control Agency for the Watershed Outlet Monitoring Program (Dan Henely 651-602-8085, Judy Sventek 651-602-1156)
- C. Management – No Reports
- D. Transportation
  1. [2020-56](#): Light Rail Passenger Seating Purchase (Jay Wesely 612-341-5638)
- E. Joint Report of the Management and Transportation Committees
  1. [2020-82 JT SW](#): Body Worn Cameras: Public Comment Report & Policy Adoption (Leah Palmer 612-349-7232) [[Policy 1](#)] [[Policy 2](#)]

## VIII. OTHER BUSINESS

1. [2020-83](#) ([Amended](#)): Metropolitan Council Member Committee Assignments (Charles Zelle 651-602-1453)
2. [2020-102](#): Appointments to the Equity Advisory Committee (EAC) (Katie Driscoll 651-602-1938)
3. Information: [2020 Equity Advisory Committee Workplans](#) and 2019 Report-Out (Nelima Sitati Munene 763-273-4217, Leah Goldstein Moses 612-247-1973) [[presentation](#)]

## IX. REPORTS

- A. Chair
- B. Council Members
- C. Regional Administrator
- D. General Counsel

## X. ADJOURNMENT

- JT        Joint business item; presented at two or more committees prior to being presented at Council
- SW        Action taken by the Council and Committee the same week
- \*        Additional materials included for items on published agenda

\*\* Additional business items added following publication of agenda  
\*\*\* Backup materials available at the meeting