



METROPOLITAN COUNCIL
390 North Robert Street, St. Paul, MN 55101-1805
(651) 602-1000

AMENDMENT NUMBER ONE
to
GRANT AGREEMENT
Metropolitan Council No. 17G000B / SG-14153

Bassett Creek Watershed Management Commission (“GRANTEE”) and the **Metropolitan Council** (the **“COUNCIL”** or **“COUNCIL”**) agree that the grant agreement entered into on May 27, 2020, between the parties relating to Watershed Outlet Monitoring Program (WOMP2) (“Grant Agreement” or “Agreement”) is amended in the following particulars. The effective date of this Amendment 1 is May 4, 2022.

1. III. GRANT AMOUNT AND DISTRIBUTION

Section 3.01. Maximum Grant Amount is deleted in its entirety and replaced with the following:

3.01.A. Grant Awarded

- a. \$10,000.00 original grant amount, awarded dated May 27, 2020 as per Grant Agreement SG-14153 (also referred to as 17G000B) for period April 1, 2020 to March 31, 2022, and
- b. \$3,750.00, awarded through this Amendment One for the period of May 4, 2022 to December 31, 2022.

Total grant: \$13,750.00

3.01.B. Maximum Grant Amount. The Council shall pay to the Grantee a total Maximum Grant Amount of \$13,750. Provided, however, that in no event will the Council’s obligation under this agreement exceed the lesser of:

- a. the Maximum Grant Amount of \$13,750.00; or
- b. the actual amount expended by the grantee on eligible expenses as specified in Section 2.01.

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

2. III. GRANT AMOUNT AND DISTRIBUTION

Section 3.02 Distribution of Grant Funds is deleted in its entirety and replaced with the following:

3.02.A. Distribution of Grant Funds For the Period of April 1, 2020 to March 31, 2022. 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 in Section 3.01.A.a.
- b. Upon Council approval of Grantee’s April 2021 financial report required by Section 5.02, the Council will distribute to the Grantee forty-five 45% percent of the Maximum Grant Amount in Section 3.01.A.a.
- c. Upon approval of Grantee’s March 2022 financial report required by Section 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 Section 3.01.B. 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 Section 2.01, the Council will notify Grantee of the

amount of over-payment. 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.

3.02.B. Distribution of Grant Funds For the Period of May 4, 2022 to December 31, 2022.

- a. Within 30 calendar days after the execution of this Agreement, the Council will distribute to the Grantee 50 percent of the amount in Section 3.01.A.b.
- b. Upon Council approval of Grantee's December 2022 financial report required by Section 5.02, or earlier in the activity period if expenses incurred by the Grantee reach the total amount in the contract amount in Section 3.01, the Council will distribute to the Grantee the remainder 50 percent of the amount in Section 3.01.A.b.

3. V. REPORTING AND MONITORING REQUIREMENTS

Section 5.02 Grant Project Financial Reports is deleted in its entirety and replaced with the following:

5.02. Grant Project Financial Reports. In April 2021 and March 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 Section 2.01. By December 31, 2022, the Grantee will submit a financial report detailing expenses incurred by Grantee for the Grant Project in the entire project activity period which are eligible for reimbursement by the Council in accordance with Section 2.01. If expenses incurred by the Grantee reach the total amount in the contract amount in Section 3.01 before December 2022, a financial statement can be submitted at that time for distribution of funds. Financial statement received after December 31, 2022 may not be able to be reimbursed.

4. VI. GRANT PROJECT ACTIVITY PERIOD; TERM; TERMINATION

Section 6.01 Project Activity Period is deleted in its entirety and replaced with the following:

6.01. Project Activity Period. Grantee will complete the Grant Project activities specified in Section 1.01 during the period from April 1, 2020 through March 31, 2022 and from May 4, 2022 through December 31, 2022 (the "Project Activity Period").

5. IX. GENERAL CONDITIONS

Section 9.10. Relations to Amended Joint Powers Agreement is deleted in its entirety and replaced with the following:

Section 9.10. Relations 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, Amendment 1, and Amendment 2 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 4.1. Consideration
- 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
Section 22	Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053
Section 23	Subcontractor Reporting
Section 24	Vaccination/Testing Requirements

6. Exhibit A: WOMP Monitoring Work Plan

Exhibit A: WOMP Monitoring Work Plan, the first or introductory paragraph is hereby deleted and replaced with the following:

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 and from May 4, 2022 through December 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.

7. Exhibit B WOMP Monitoring Budget and Financial Responsibilities

Exhibit B WOMP Monitoring Budget and Financial Responsibilities is hereby amended as follows: to extend the activity period in both Grantee Financial Responsibilities and Metropolitan Council Financial Responsibilities sections:

Under heading "**Grantee Financial Responsibilities**," the first paragraph is deleted and replaced with the following:

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 and from May 4, 2022 through December 31, 2022).

Under heading "**Metropolitan Council Financial Responsibilities**," the first paragraph is deleted and replaced with the following:

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 and from May 4, 2022 through December 31, 2022).

8. Exhibit C Joint Powers Agreement and Amendment 1 to the Agreement

Exhibit C Joint Powers Agreement and Amendment 1 is hereby amended to **ADD** Amendment 2 after Amendment 1.

Except as amended hereby, the provisions of the above-referenced contract shall remain in force and effect without change.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized officers on the dates set forth below.

**GRANTEE: BASSETT CREEK
WATERSHED MANAGEMENT
COMMISSION**

METROPOLITAN COUNCIL

By: _____
Signer

By: _____
Signer

(Please print name legibly)

(Please print name legibly)

Its: _____

Its: _____

Date: _____

Date: _____

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 and payment" 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-1**, 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-1**, 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 ~~\$538,500.00 (Five Hundred Thirty Eight Thousand Five Hundred Dollars)~~ **\$609,722.47 (Six Hundred Nine Thousand Seven Hundred Twenty-two Dollars and Forty-seven Cents)**.

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

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. State reserves the right to review submitted invoices after 30 (thirty) days and make a determination as to payment.

~~(b) **Retainage.** Under Minn. Stat. § 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) (b) Federal funds. N/A.~~

REVISION 4. Clause 14 “**Insurance Requirements**” is amended as follows:

~~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. § 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 \$1,500,000 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:~~

~~\$2,000,000 — 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 \$1,500,000 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 Tort Claims limits set forth in Minn. Stat. Ch. 466, with limits not less than \$500,000 per claimant and \$1,500,000 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:

- ~~MCES's 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) VII 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 MCES's 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 MCES's 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.~~

14. This clause intentionally left blank.

REVISION 5. The following clause is amended to add:

24. Vaccination/Testing Requirements

- 24.1 **Applicability.** This section applies to Contractor's employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public ("Covered Individuals").
- 24.2 **Requirements.** In accordance with [HR/LR Policy #1446](#), Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.
- 24.3 **Compliance.** Contractor is responsible for the following:
 - a. Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;
 - b. Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;
 - c. Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and
 - d. Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 2 Requirements, above.
- 24.4 **Reporting.** Upon request, Contractor shall provide the State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

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

1. State Encumbrance Verification

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

**Christina
Sundgaard**

Digitally signed by
Christina Sundgaard
Date: 2022.04.01
15:57:00 -05'00'

2. Met Council

The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

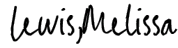


Regional Administrator

3. Minnesota Pollution Control Agency

With delegated authority

DocuSigned by:



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Assistant Division Director

April 29, 2022

4. Commissioner of Administration

As delegated to The Office of State Procurement

DocuSigned by:



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Contracts Specialist

May 3, 2022

ADMIN 55010



