

**Contract No: SG-18962**

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

**THIS GRANT AGREEMENT** (“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. Under Minnesota Statutes section 473.157, the Council is responsible for developing objectives for all watersheds in the metropolitan area.
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 Council authorized its staff to enter into grant agreements with various watershed management organizations for the collection of watershed outlet data.
4. The Council entered into a Joint Powers Agreement with the State of Minnesota, acting through its Commissioner of the Minnesota Pollution Control Agency (“State”) under which the State agrees to provide certain funds for the purposes of the Metropolitan Area Watershed Outlet Monitoring Program (“WOMP”).
5. The Grantee has an interest in collecting water quality data at the watershed outlet.
6. The Grantee has 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 in Exhibit A (“WOMP Monitoring Work Plan”) and undertake the financial responsibilities in Exhibit B (“WOMP Monitoring Financial Responsibilities” document), both of which are attached to and incorporated in this Agreement. These activities and financial responsibilities are referred to 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, 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 Financial Responsibilities document (Exhibit B). Grantee may also use grant funds to prepare the expense report required by paragraph 5.02 of this 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. For any personal property purchased under this Agreement, Grantee will comply with the personal property management requirements in article VIII.

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

**3.01 Maximum Grant Amount.** The Council will 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 bears 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 thirty working days after 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 February 2024 financial report required by paragraph 5.02, the Council will distribute to the Grantee 45% of the Maximum Grant Amount.
- c. Upon approval of Grantee's January 2025 financial report required by paragraph 5.02, the Council will distribute to Grantee 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 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 owed. 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 will 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 will establish and maintain this information in accordance with generally accepted accounting principles and practices and retain intact all Grant Project information until the latest of:

- a. complete performance of this Agreement; or
- b. six 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 are subject to audit. 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 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 February 2024 and January 2025, 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, law or ordinance, 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 February 1, 2023 through December 31, 2024 (the "Project Activity Period").

**6.02 Term.** The term of this Agreement extends 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 Agreement at any time, with or without cause, by providing the other party written notice of termination at least 30 days prior to the effective date of termination. Upon termination Grantee is entitled to compensation for Grant Project activities in accordance with this 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 must 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 must 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 with seven calendar days written notice to the Grantee. If Grantee fails to cure the noncompliance within that seven calendar day period, the Agreement is terminated for noncompliance. 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 may be construed 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 Agreement will be handled by the Council's Grant Manager. The Council's Grant Manager for this 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 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 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 must immediately notify the Council's Project Manager.

**8.03 Utility Services.** The Council will 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 will be in the name of the Council. All telephone and electric utility costs for the monitoring station will 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 or 6.04 of this Agreement or b) no later than 60 calendar days following the end of the Project Activity Period ("Project Closeout Date"), whichever is applicable Grantee must turn over to the Council:

- 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; and
- ii) all Council personal property in possession of Grantee wherever located and all property acquired with Grant funds.

If the Agreement has not been terminated by either party and Grantee continues to participate in the Watershed Outlet Monitoring Program (WOMP2) through a subsequent grant agreement with the Council, Grantee is not required to comply with Section 8.04 subparagraph (ii) until Grantee's participation in the WOMP2 program ceases.

## **IX. GENERAL CONDITIONS**

**9.01 Amendments.** The terms of this Agreement may be changed only by mutual written agreement of the parties. These changes will 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 may not assign, contract out, sublet, subgrant, or transfer any Grant Project activities without the express prior 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, contractors, 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 must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, in administering data under this Agreement. If Grantee receives a request to release grant project data, Grantee must immediately notify and consult with the Council's Project manager. Grantee's response to the request must comply with applicable law.

**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 will 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, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. All matters relating to the performance of this Agreement will be controlled by and determined under the laws of the State of Minnesota.

**9.10 Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and the counterparts will together constitute one Agreement. A copy of this Agreement, including its signature pages, will be binding and deemed to be an original. Electronic signatures using Adobe Sign, or a similar program, will be deemed an original signature.

**9.11 Incorporation of Joint Powers Agreement.** The Council has undertaken certain obligations as part of a Joint Powers Agreement with the Minnesota Pollution Control Agency. A copy of the Joint Powers Agreement is attached and incorporated in to this Agreement as Exhibit C. Obligations imposed by the Joint Powers Agreement on subgrantees or subcontractors are binding on the Grantee, and the terms

of the Joint Powers Agreements are incorporated into this Agreement. The terms of the Joint Powers Agreement which are specifically incorporated include, without limitation, the following:

- Section 7 State Audits
- Section 8 Government Data Practices
- Section 9 Intellectual Property Rights
- Section 12 E-Verify Certification
- Section 13 Clean Water Funding

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

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers on the dates 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, Planning 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 at Van White Memorial Blvd Minneapolis, MN**. The Grantee, or designated agent, will conduct monitoring work from February 1, 2023 through December 31, 2024. 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.

### **Field Meter Calibration records**

The Grantee will maintain records of field meter calibration and submit the records to the WOMP coordinator in December of each year.

### **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 FINANCIAL RESPONSIBILITIES

#### Grantee Financial Responsibilities

The Grantee, **Bassett Creek Watershed Management Commission** assumes the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Bassett Creek at Van White Memorial Blvd Minneapolis, MN** during the Project Activity Period (February 1, 2023 through December 31, 2024).

On an annual basis the Grantee will:

- 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 **III. Grant Amount and Distribution** of this 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 at Van White Memorial Blvd Minneapolis, MN** during the Project Activity Period (February 1, 2023 through December 31, 2024).

On an annual basis the Council will:

- Assume all MCES Laboratory costs associated with analysis of the water samples submitted by the Grantee, in conformance with the WOMP Monitoring Work Plan;
- Assume all telephone service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan;
- Assume all electrical service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan;
- 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;
- Assume all materials and supplies costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan, beyond the cost contributed by the Grantee;
- Assume all MCES trades labor costs associated with maintaining the stream monitoring station in proper working order;
- 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.

**EXHIBIT C**

**Joint Powers Agreement**



## Joint Powers Agreement

State of Minnesota

SWIFT Contract No.: 222906

Tempo AI: 187607

Activity ID: PRO20220003

Met Council Contract ID: 22G002

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

### Recitals

1. Under Minn. Stat. §§ 15.061 and 471.59 the State is empowered to engage such assistance as deemed necessary.
2. The MPCA is in need of **Metro Area Watershed Outlet Monitoring Program 2 (WOMP2)** (Project).
3. The State represents that it is duly qualified and agrees to provide the services described in this Agreement. Accordingly, the Parties agree as follows:

### Agreement

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#### 1. Term of Agreement

- 1.1** Effective Date: **January 31, 2023**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2** Expiration Date: **December 31, 2024**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Agreement between the Parties

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 and/or MPCA 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. Consideration and Payment

**3.1 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**.
- (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**, 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 **\$225,644.00 (Two Hundred Twenty-five Thousand Six Hundred Forty-four Dollars and Zero Cents)**.

### 3.2 Payment.

- (a) **Invoices.** The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Payments shall be withheld if **Attachment A** deliverables have not been received. Invoices must be submitted timely and according to the following schedule: **No less than quarterly and no more than monthly.**

Invoices must include:

- Governmental Unit Name
- Agreement Amount
- Agreement Amount available to date
- Invoice Number
- Invoice Date
- MPCA Authorized Representative/Project Manager
- SWIFT Contract Number
- Invoicing Period (actual working period)
- Itemized list of all work performed
- Other items as requested

Invoices must 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 651-757-2491.

The Governmental Unit shall submit an invoice for the final payment upon submittal of the final progress and financial report within 15 (fifteen) days of the original or amended end date of this Contract. State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

### 4. Authorized Representatives

The State's Authorized Representative is **Kelli Nerem**, 504 Fairgrounds Road, Suite 200, Marshall, Minnesota 56258, 507-476-4251, [kelli.nerem@state.mn.us](mailto:kelli.nerem@state.mn.us), or successor, and has the responsibility to monitor 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 Governmental Unit's Authorized Representative is **Daniel Henely**, 2400 Childs Road, St. Paul, Minnesota 55106, 651-602-8085, [daniel.henely@metc.state.mn.us](mailto:daniel.henely@metc.state.mn.us), or successor.

### 5. Assignment, Change Order, Amendments, Waiver, and Contract Complete.

**5.1 Assignment.** The Governmental Unit 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 authorized parties or their successors.

**5.2 Change Orders.** If the State's Project Manager or the Governmental Unit's 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 Contract/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 Governmental Unit'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.

**5.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

**5.3 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.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **6. Liability.**

Each party will be responsible for its own acts and behavior and the results thereof.

## **7. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

## **8. Government Data Practices.**

The Governmental Unit 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 Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

## **9. Intellectual Property Rights.**

A. Intellectual property rights: All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents, shall be jointly owned by the MCES and the State. Works shall mean all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks or other materials whether intangible or electronic forms, prepared by the MCES, its employees, and subcontractors, either individually or jointly with others in the performance of this Contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the MCES, its employees, or subcontractors, in the performance of this Contract. The ownership interests of the State and the MCES in the works and documents shall equal the ratio of each party's contributions to the total described in the budget of this Contract, except that the State's ownership interests in the works and documents shall be not be less than 50 percent (50%). The party's

ownership interesting 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 use of 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 contractors, in the performance of this Contract, the MCES shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the 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 the 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 shall 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 contractor retains any interest in and to the works and documents. The MCES represents and warrants that the works and documents do not and shall not infringe upon any intellectual property rights of others. The MCES shall indemnify, defend, and hold harmless the state, at the MCES'S expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts 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 MCES'S or the State's opinion is likely to arise, the MCES shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or to replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State shall be in addition to and not exclusive of other remedies provided by law.

**C. Uses of the works and documents:** The State and MCES shall joint have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including documents produced under this Contract, 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 Contract.

**10. Venue**

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.

**11. Termination**

**11.1 Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**11.2 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 Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit 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 Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**12. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit 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. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

**13. Clean Water Funding.**

**13.1 Legacy Logo.** Minn. Stat. §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 172, 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 [3.303, 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>

**13.2 Reporting FTEs.** Minn. Stat. §3.303, 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."



**1. State Encumbrance Verification**

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

Print Name: Christina Sundgaard  
DocuSigned by:


Signature:   
E8A76AB9159F409...

Title: Encumbrance Verification Date: January 31, 2023

**3. Minnesota Pollution Control Agency**

*With delegated authority*

Print Name: Lewis, Melissa  
DocuSigned by:

Signature:   
5E0E911B6E6D4E8...

Title: Assistant Division Director Date: February 1, 2023

**2. Metropolitan Council**

Print Name: Mary L Bogie

Signature: 

Title: Date: Jan 31, 2023

Regional Administrator

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: PaZong Thao  
DocuSigned by:

Signature:   
5A76479B1B5340E...

Title: Contract Specialist Date: February 2, 2023

Admin ID: 80473



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

# FY23 WPLMN workplan

## Watershed Pollutant Load Monitoring Network (WPLMN)

SWIFT: 222906  
Tempo AI: 187607  
Activity ID: PRO20220003  
Met Council 22G002

### I. Project information

Project title: Metro Area Watershed Outlet Monitoring Program 2 (WOMP2)

#### Local Partner information:

Organization name: Metropolitan Council

Street address: 2400 Childs Road

City: St. Paul

State: MN

Zip code: 55106

Primary contact name: Daniel Henely

Phone: 651-602-8085

Email address: [Daniel.henely@metc.state.mn.us](mailto:Daniel.henely@metc.state.mn.us)

Fiscal contact name: Emmanuel Benson

Phone: 651-602-1458

Email address: [Emmanuel.benson@metc.state.mn.us](mailto:Emmanuel.benson@metc.state.mn.us)

Field contact name: Cassie Champion

Phone: 651-602-8754

Email address: [Cassandra.champion@metc.state.mn.us](mailto:Cassandra.champion@metc.state.mn.us)

#### Project location:

Basin (check all that apply by double clicking on the box and select checked):

Upper Mississippi River  Lower Mississippi River  Minnesota River  Rainy River  Red River

Mississippi River - Twin Cities, Rum River, Lower Minnesota River,  
Cannon River, Mississippi River - Lake Pepin, St. Croix River -

Hydrologic unit code(s): 7010206,7010207,  
7020012,7040001,  
7040002, 07030001

Major Watershed(s): Stillwater

Estimated full-time equivalents (FTE) per year (total hrs/2,088 hrs/year): 0.59

*Please note: Actual FTE calculated in progress reports.*

Name of eligible laboratory: Metropolitan Council Environmental Services (MCES) Laboratory

#### Brief project summary:

The Minnesota Pollution Control Agency's (MPCA) WPLMN is a long-term program designed to measure pollutant loadings from Minnesota's major rivers and the outlets of watersheds draining to these rivers. This agreement provides MCES a portion of the necessary funding to conduct pollutant load monitoring and data evaluation at 5 Metropolitan Area load monitoring stations which is a subset of stations that are part of MCES' larger regional stream monitoring network. The pollutant load monitoring data is 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, impaired waters assessments, and an understanding of trends over time.

At each WPLMN funded monitoring site, stream stage and flow (unless monitoring being done by USGS), will be continuously measured with on-site instrumentation and dataloggers. During precipitation and runoff events (generally during the March-October period), automated samplers collect water quality samples during the event at smaller watersheds (Purgatory and Bassett Creeks), and event-based grab samples are obtained at larger watersheds (Cannon, Vermillion, Rum Rivers). Routine grab samples will be taken every other week 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 MCES Laboratory Services Section will analyze the water quality samples collected. This contract will cover the laboratory costs of tests aligned with MPCA's WPLMN programs, including nitrate/nitrite, total Kjeldahl nitrogen, total phosphorus, total suspended solids, and filtered ortho-phosphorus. Ortho-phosphorus will only be covered at Cannon River, Rum River, and Vermillion River stations. Data will be reviewed by MCES Water Resources staff and submitted to MPCA's EQulS database per workplan details below and made publicly available on the Met Council Water Quality Data Website EIMS.

## II. Workplan detail

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The following tasks are to be completed by the local partner throughout the contract.  
Timeframe: January 2023 to December 31, 2024

### Objective: Stream Monitoring, Data Management, and Project Oversight

**Task A:** Attend online, field, or classroom training hosted by Minnesota Pollution Control Agency (MPCA) or Minnesota Department of Natural Resources (DNR). Training dates, time, and location must be approved by MPCA.

1. Metro Area WPLMN Coordinator will meet with cooperator field staff. Site visits should occur once per year. Each party may request additional visits, as needed.
2. Attend training offered by MPCA and DNR staff regarding field visits, sampling, and data management (FLUX32), as needed.
3. Attend one-hour Webex meeting on MPCA administrative and invoice training once per contract, or as needed.
4. Participate in a statewide WPLMN meeting once per contract.
5. Metro Area WPLMN Coordinator will develop and host WOMP Cooperator Forum annually with cooperators.

**Task B:** Track project expenditures and submit invoices.

1. Develop budget tracking spreadsheet and track expenditures.
2. Compile and submit invoices quarterly.

**Task C:** Complete reporting requirements using format provided by MPCA Project Manager.

1. Compile and submit Interim Progress Report by February 1, annually to MPCA Project Manager for activities completed from the previous calendar year.
2. Compile and submit Final Progress Report upon submittal of final invoice. An interim progress report would be required in lieu of a final progress report (if an amendment is executed to extend the contract term).
3. Display approved progress reports on [www.metrocouncil.org](http://www.metrocouncil.org) throughout the contract.

**Task D:** Maintain open and effective communication.

1. Metro Area WPLMN Coordinator or other MCES staff to attend one-hour conference calls as scheduled by MPCA. Up to 21 meetings per year will be held. Meetings typically held every other week through October 31 and every six weeks during the winter.
2. MPCA's WPLMN Program Coordinator (or Supervisor), and Project Manager will coordinate with MCES to participate in a mid-project meeting once fifty percent of the funds have been expended. Meeting date, time, and location to be agreed upon by all parties.
3. MCES project management staff communicate with Cooperators regarding routine and event sampling and technical support.

**Task E:** Prepare for stream monitoring season.

1. Familiarize sampling staff with stream sampling locations through field visits and desktop reconnaissance as needed.
2. Review a Quality Assurance Project Plan (QAPP) and comply with the requisite elements of the signed plan. The QAPP must be approved by MPCA prior to collection of stream samples. Updates shall be done on QAPP, as needed.
3. Ensure proper equipment is available and purchase necessary monitoring equipment and supplies as needed based on Eligible Expenses section listed on the MPCA's WPLMN website at <https://www.pca.state.mn.us/business-with-us/funding-for-long-term-river-and-stream-monitoring>
4. Maintain a copy of the *Permit to Appropriate and Transport Water for Water Quality Sampling* (provided by the MPCA) in sampling equipment or vehicle.
5. Review Aquatic Invasive Species (AIS) list when updated. If AIS are identified at sampling locations, work with MPCA Project Manager to define sampling protocols and equipment at AIS sampling locations.

**Task F:** Become familiar with site specific hydrologic and water quality dynamics to aid in determining sample collection timing and frequency.

1. Consult an array of precipitation and weather forecasting websites.
2. Review hydrographs to determine hydrologic response times.
3. Review laboratory results for analytical, transcription, and/or site location errors upon receipt.

**Task G:** Ensure field meter is calibrated, in good operational order, records are kept and submitted.

1. Calibrate dissolved oxygen, pH\*, and specific conductance\* prior to each sampling event during open water sampling.
2. Replace probes and sensors and perform general maintenance as needed.
3. Conduct temperature sensor check with National Institute of Standards and Technology (NIST) traceable thermometer twice per monitoring season.
4. Document calibration and maintenance records in log book or log sheets.
5. Calibration logs submitted annually by January 1.

*\*Specific conductance and pH no more frequently than weekly.*

**Task H:** Collect (and submit) water quality samples at sites listed in Section III and follow protocol as defined in the *WPLMN Standard Operating Procedures and Guidance (SOPG)\**. For the Aquatic Invasive Species (AIS) sites, follow the *MPCA Water Quality Monitoring in AIS Infested Locations Standard Operating Procedures\*\**.

1. Collect 26 routine grab samples and an estimated 10 event samples at each sampling location each year.
2. Collect two field replicate samples per year at each site.
3. Collect one equipment blank sample year per primary sampler at one site. The equipment blank may be collected at any one site covered by the primary staff person.
4. Ship or deliver samples to MCES Laboratory for analyses of total phosphorus (TP), total suspended solids (TSS), total Kjeldahl nitrogen (TKN), nitrate-nitrite nitrogen (NO<sub>3</sub>-NO<sub>2</sub>-N), and dissolved orthophosphate (DOP). DOP will only be collected at major watershed and basin sites.
5. Finalized laboratory results for the 5 sampling sites identified in Section III Site Table will be submitted as an Electronic Data Deliverable (EDD) annually to the MPCA by:
  - a. January 1 for the preceding year's data spanning January 1 through September 30
  - b. February 15 for preceding year's data spanning October 1 through December 31

\* <https://www.pca.state.mn.us/sites/default/files/wq-cm1-02.pdf>

\*\*<https://www.pca.state.mn.us/sites/default/files/wq-s1-68.pdf>

\*\*\*Field replicate and equipment blank samples may be used at regular samples during wet years.

**Task I:** Collect field measurements and observations at each visit and record on WPLMN field sheet, field book or electronically and submit by deadlines.

1. Collect field meter measurements (dissolved oxygen, water temperature, pH, and specific conductance) in situ, using a properly calibrated field meter.
2. Collect stream transparency using a 100 cm Secchi tube.
3. Record datalogger readings, error range, control conditions, water level information (using a wire weight gage, staff gage, or weighted tape) and visual observations.
4. Submit reviewed field meter measurements, transparency data, and visual observations by the 15<sup>th</sup> of each month.
5. Finalized field data will be submitted as an Electronic Data Deliverable (EDD) annually to the MPCA by:
  - a. January 1 for the preceding year's data spanning January 1 through September 30
  - b. February 15 for preceding year's data spanning October 1 through December 31

**Task J:** Complete pollutant load calculations using the FLUX32 model.

1. MCES develops input files with USGS or MCES flow data and chemistry information for TP, DOP, TSS, TKN, NO<sub>3</sub>-NO<sub>2</sub>-N and Chloride.
2. Using FLUX32 pollutant load model, calculate site-specific seasonal or annual loads. Four-hour maximum time commitment per site.
3. Submit FLUX32 pollutant load data as zip files to MPCA Project Manager 60 days after input files are generated with finalized flow information from MCES or USGS.
4. Each staff calculating pollutant loads are required to participate in two MPCA-led, site-specific FLUX32 verification meetings per calendar year. Day and time to be mutually agreed upon by all parties.

**Task K:** Make stream flow measurements and conduct data workup and flow computation.

1. Make stream flow measurements based on DNR protocols on a 4-to-7-week rotation at the Vermillion River and Bassett and Purgatory Creek sites.
2. Document stream condition using field books and field sheets and upload datalogger data and gaging information into MCES database.
3. Calculate stream flow discharge by correcting stage data and using flow measurements to update rating curves at 4 sites as shown in Section III.
4. Publish stream flow data and provide to MPCA annually.

**Task L:** Station equipment upkeep/maintenance

1. Install, operate, and remove automated samplers annually for event-based sampling at Purgatory and Bassett Creeks.
2. Clean in-stream probes/bubblers and conduct shelter/platform/conduit repair as needed to maintain function and appearance.

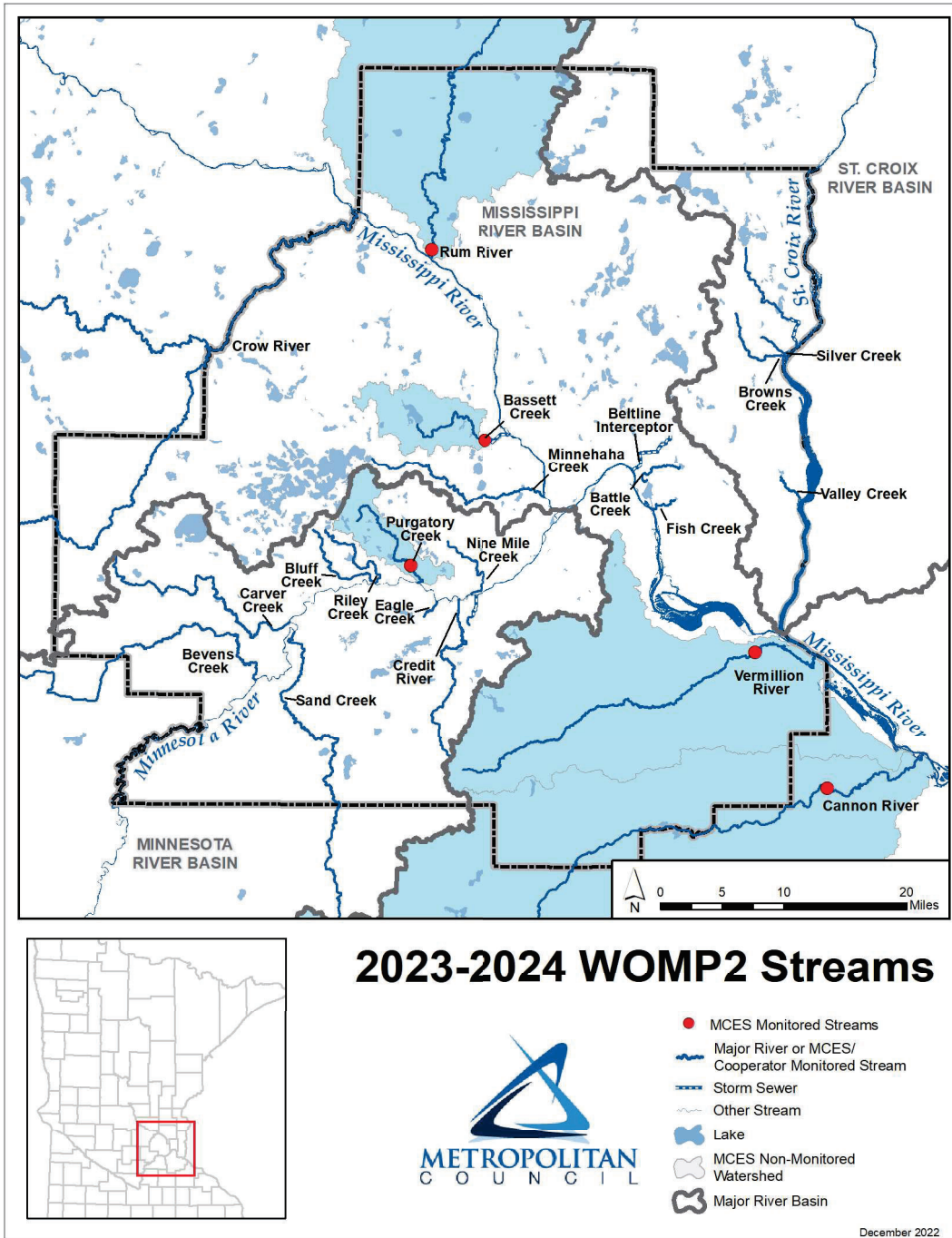
**III. Monitoring site table**

Site type	Basin	WISKI ID	EQuIS ID	Site name	Coordinates	Sampler Organization	AIS	Tier	Tasks*
Basin	Mississippi River (Twin Cities)	E20041001	S000-025	Mississippi River at US HWY 169 at Champlin, MN	45.1880506300, -93.39028854000	NA	NA	3	FLUX
Major Watershed	Rum River	H21101002	S006-142	Rum River at Anoka, E Main St	45.1982983300, -93.39134250000	MCES	Yes	3	FLUX, sampling, flow comp
Basin	Minnesota River (Shakopee)	E33143004	TBD	Minnesota River at Fort Snelling State Park, MN	44.8700376300, -93.19216793000	NA	NA	3	FLUX
Basin	Minnesota River (Shakopee)	E33145001	S000-039	Minnesota River nr Jordan, MN	44.6927446400, -93.64186591000	NA	NA	3	FLUX
Basin	St. Croix River (Lower)	E37061001	S006-069	St Croix River at Stillwater, MN	45.05665400000, -92.80262900000	NA	NA	3	FLUX
Basin	Mississippi River (Red Wing)	W38014001	S000-132	Mississippi River L&D #3 nr Red Wing, Lock and Dam Rd	44.6117230000, -92.61019200000	NA	NA	3	FLUX
Major Watershed	Cannon River	E39004002	S000-003	Cannon River at Welch, MN	44.5644899800, -92.73170319000	Dakota SWCD		3	FLUX, sampling
Major Watershed	Mississippi River (Red Wing)	W38025005	TBD	Vermillion River at Hastings, 200ft ds US61	44.7248808000, -92.85155489000	Dakota SWCD		3	FLUX, sampling, flow comp
Major Watershed	Minnesota River (Shakopee)	TBD	S007-907	Purgatory Creek at Pioneer Trail, Eden Prairie	44.827, -93.422	Riley-Purgatory-Bluff Creek Watershed District		3	FLUX, sampling, flow comp, autosampler
Major Watershed	Mississippi River (Twin Cities)	TBD	S008-847	Bassett Creek at Van White Memorial Blvd	44.977324, -93.295806	Bassett Creek Watershed Management Commission	Yes	3	FLUX, sampling, flow comp, autosampler

\*Tasks: This list indicates the specific tasks that will be completed at each site.

- o FLUX32 work is referenced in Task J and includes all sites.
- o Sampling will follow the SOPG and tasks defined in Tasks F – I at 5 sites.
- o There are 4 sites with “flow comp” that will follow Task K.
- o The autosampler task (Task L) will occur at 2 sites.

### IV. Project area map



## V. Measurable outcomes

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### Measures for success:

- Operation and maintenance of deployed equipment for continuous data and automated grab sampling.
- Active cooperation and assistance provided to local water monitoring cooperators on the project.
- Water samples and field measurements will be collected at each monitoring location, at appropriately defined times and flow conditions.
- Regular review of hydrographs and meetings with WPLMN Project Manager.
- Accepted Quality Assurance (QA)/Quality Control (QC) sampling procedures will be adhered to.
- All monitoring data sampled through this project will meet the requirements of and be entered into the proper templates and submitted on time.

## VI. Budget

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Total staff cost (see rates below)*	\$149,880.00
Laboratory analyses	\$13,764.00
Cooperator Payments (see below)	\$52,000.00
Equipment and supplies	\$10,000.00
<b>Total obligation will not exceed:</b>	<b>\$225,644.00</b>

\* Staff rates shall not exceed the following rates:

Stream Lead Scientist	\$65.00	River Scientist	\$60.00
Stream Senior Scientist	\$65.00	Assessment Scientist A	\$55.00
Stream Scientist A	\$55.00	Assistant Manager	\$75.00
Stream Scientist B	\$55.00	Database Scientist	\$65.00

No positions beyond those listed here shall perform work for the project without prior approval and an amended joint powers contract.

<b>Cooperator</b>	<b>Amount*</b>
Riley-Purgatory-Bluff Creek Watershed District	\$10,000.00
Bassett Creek Watershed Management Commission	\$10,000.00
Dakota County Soil and Water Conservation District	\$32,000.00

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