Contract No: SG2013-031

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 target pollution loads for all Metropolitan Area watersheds.

2. A search of the available data yielded very little data adequate for use in the development of these 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 grant agreement with the State of Minnesota (referred to in this document as the "State Grant Agreement") whereby 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. The Grantee agrees to 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 agrees to 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 such contractors does not relieve the Grantee from any of its obligations under this agreement.

1.03 Material Representations. The Grantee agrees that all representations contained in its 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 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. Grant funds will be distributed by the Council according to the following schedule:

a. Within ten (10) working days of Council execution of this agreement, the Council will distribute to the Grantee forty-five (45%) of the Maximum Grant Amount.

b. If the Grantee has met all of its obligations under this agreement, the Council will distribute to the Grantee forty-five (45%) percent of the Maximum Grant Amount in January, 2014.

c. Upon approval of Grantee's financial report as 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 pursuant to this paragraph exceeds the cumulative amount actually expended by the Grantee on eligible expenses as specified in paragraph 2.01, the Council shall notify Grantee of the amount of over-payment. Grantee shall repay to the Council the amount of such overpayment within 30 days of receipt of such notice from the Council.

No payment will be made 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 to be construed as a Council waiver 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 agrees to promptly repay such 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. All costs charged to the Grant Project must be supported by 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. The Grantee agrees to 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 all such 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 such period, when all such litigation, claims or audits have been resolved.

If the Grantee engages any contractors to perform any part of the Grant Project activities, the Grantee agrees that the contract for such services shall 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 such 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 the Legislative Auditor and/or State Auditor in accordance with Minnesota Statutes, section 16C.05, subdivision 5, will have access to all such 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 such 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. The Grantee agrees to abide by the Monitoring Work Plan, including the Quality Control Provisions listed in the Monitoring Work Plan.

5.02 Grant Project Financial Reports. On or before January 31, 2015, the Grantee will submit a financial report detailing expenses incurred by Grantee for the Grant Project during the Project Activity Period (as defined in paragraph 6.01) which are eligible for reimbursement by the Council in accordance with paragraph 2.01.

5.03 Changed Conditions. The Grantee agrees to 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. The Grantee agrees to complete the Grant Project activities specified in paragraph 1.01 during the period from January 1, 2013 through December 31, 2014 (the "Project Activity Period").

6.02 Term. The term of this agreement shall extend from the effective date of this agreement to a date sixty (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 such termination at least thirty (30) days prior to the effective date of such termination. Upon such 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 such termination. Upon such 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 (7) 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 herein 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. The Grantee agrees that 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 such other person as may hereafter 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 Leigh Harrod, or such other person as may hereafter be designated in writing by the Council.

However, nothing in this agreement will be deemed to authorize such Grant Manager or Project Manager to execute amendments to this Grant Agreement on behalf of the Council.

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. The Grantee agrees to maintain any such personal property 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 sixty (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.

Provided, however, that 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 such 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. Such 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 such 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. The Grantee agrees that the results of the Grant Project, the reports submitted, and any new information or technology that is developed with the assistance of this grant may not be copyrighted or patented by Grantee. The Grantee shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, in administering data under this agreement.

9.05 Nondiscrimination. The Grantee agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Grantee agrees not to 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. The Grantee agrees to 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. The Grantee agrees to conduct the Grant Project in compliance with all applicable provisions of 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 State Grant Agreement. The Grantee recognizes that the Council has undertaken certain obligations as part of the State Grant Agreement. A copy of the State Grant Agreement is attached to and incorporated in this agreement as Exhibit C. The Grantee agrees that obligations imposed by the State Grant Agreement on subgrantees or subcontractors are hereby made binding on the Grantee, and that the terms of the said agreement are incorporated into this agreement to the extent necessary for the Council to meet its obligations under the State Grant Agreement. Terms of the State Grant Agreement which are hereby specifically incorporated include, without limitation, the following:

Section 5 Conditions of Payment

Section 10	Government Data Practices and Intellectual Property
Section 11	Worker's Compensation
Section 12	Publicity and Endorsement
Section 13	Governing Law, Jurisdiction and Venue
Section 16	Subcontracting
Section 17	Full Time Equivalency Reporting
Section 18	Legacy Logo

This paragraph shall not be deemed to create any contractual relationship between the State of Minnesota and the Grantee. The Grantee is not a third-party beneficiary of the State Grant 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, and delivery to, both parties.

GRANTEE _____

Date _____ By _____

Name _____

Title _____

METROPOLITAN COUNCIL

Date _____ By _____

Keith Buttleman
Assistant General Manager, Environmental Quality Assurance Department

WOMP2
Revised 01/13

EXHIBIT A

WOMP MONITORING WORK PLAN

The Grantee, **Bassett Creek Watershed Management Commission**, shall operate and maintain a water quality monitoring and sampling station at **Bassett Creek, 100 Irving Ave N., Minneapolis, MN.** As part of this agreement, the Grantee or its designated agent, will conduct monitoring work, as described below, from Jan 1, 2013 through December 31, 2014. The Grantor, Metropolitan Council Environmental Services ("MCES") shall provide training, supplies, and on-going technical support to the Grantee and/or its designated agent through the WOMP Project Manager, Leigh Harrod.

Contact information for the Project Manager is as follows:
651-602-8085 (o) 612-419-9503 (cell) 651-602-8220 (fax)
leigh.harrod@metc.state.mn.us.

MONITORING WORK

Water Quality Sample Collection

Composite Samples:
Each year during ice-free conditions (generally March-November), the Grantee will submit approximately 10-15 water quality composite samples collected during storm runoff events as climatic conditions dictate. During wet years, additional composite samples may need to be collected and submitted to accurately characterize pollutant loading. For flow events of long duration, a series of 2- to 3-day composites may be needed to capture the entire hydrograph. Snowmelt runoff samples will be collected in the spring, via composite sampling or grab sampling, even if some ice is still present in the stream. Flow-composite water quality samples weighted by equal flow volume increments are required for storm-generated runoff events. Single grab samples taken during a runoff event are not considered to be adequate substitutes for storm-generated event composite samples, unless the automatic monitoring equipment has failed to operate as intended during the event.

Composite Sampling Triggers:
The Activation Stage and Activation Volume values that trigger and pace the automatic samplers for composite sampling shall be set as storm events approach, and set in accordance with the magnitude of the anticipated event. The Cooperator shall be issued software from Campbell Scientific which will allow the Cooperator to access the Campbell datalogger by phone modem in order to set these triggers. Consultation with the Project Manager when setting the sampling triggers is strongly encouraged. If the Cooperator is unable to set the triggers when a storm approaches, for whatever reason, the Project Manager may do so.

Grab Samples: As part of the annual routine monitoring at this site, the Grantee will sample the water quality of non-storm event stream flow by submitting a monthly grab sample obtained during non-storm event periods. The instantaneous stream stage, flow, field water temperature, conductivity and transparency shall be measured at the time the grab sample is collected and recorded on the Laboratory Submission Sheet. This requirement may be waived if ice conditions preclude taking a sample.

E.coli Samples: A separate E.coli grab sample should be collected and submitted along with each grab and composite sample collected. This E.coli sample must be labeled and accompanied with its own separate Laboratory Submission Sheet when a composite sample has also been collected. E. coli samples must be delivered to the MCES laboratory within 6 hours of collection and arrive before 2 p.m. Use of a commercial courier to physically deliver the sample to the Lab, with the accompanying paperwork, is permitted.

Laboratory Forms and Delivery: The Grantee shall fully fill out the Laboratory Submission Sheet for Grab or Composite samples, and apply a label to the bottles of all samples brought to the MCES Laboratory. The Laboratory is located at the Metropolitan Wastewater Treatment Plant, 2400 Childs Road, St. Paul, Minnesota. The Laboratory Submission Sheets and labels, provided by the Council's WOMP Project Manager, shall indicate all analysis typically done to meet the program goals, and shall also indicate the holding time for these analyses. A copy of the Laboratory Submission Sheet is left with the lab personnel, and a second copy must be provided to the Project Manager.

Measurements of Physical Conditions

If practical, it is desirable to obtain instrument (meter) measurements of dissolved oxygen, temperature, pH, and conductivity during each site visit. Calibration information on all field instruments used at this site shall be filled out on the Laboratory Submission Sheet. Transparency tube measurements should also be obtained during each site visit.

Rating Curve Measurements

Stage/discharge relationships and rating curves are already established, maintained and calibrated at this site by Barr Engineering, Inc, Barr Engineering has historically developed, maintained, and calibrated stage/discharge rating curves for this sampling site to represent as closely as possible the full range of expected discharge at the site. The rating curve information is provided to the Project Manager, who then updates the data logger program with the correct and updated rating curve equations.

QUALITY ASSURANCE PROVISIONS

Technical Assistance

The Council's Project Manager will write and maintain the internal data logger program for the Campbell Scientific data logger. Council guidelines for data format, data downloading, station identification, programming, and sampling protocol will be observed by the Grantee. The Grantee must avoid downloading new programs into the data logger without the involvement of the Council's Project Manager. This coordination will ensure that both the Council's Project Manager and the Grantee are communicating with each other on decisions affecting the monitoring work.

Site Maintenance, Equipment Calibration, and Desiccant

The Grantee shall maintain the integrity of the site as needed such that access and operation of the monitoring and sampling equipment is not impeded by debris. Instruments inside the shelter must have frequent desiccant changes to perform properly.

The Grantee shall adjust the in-stream conductivity probe to match a calibrated hand-held meter on a regular basis, and indicate any deviation between the calibrated hand-held probe and the in-stream probe, and all corrections made.

The Grantee must check the instantaneous stage reading with a fixed stage reference at this site, specifically, a tape down reading from a pre-determined mark on the bridge. Stage adjustments in the bubbler should be made to match the reference gage, and all adjustments indicated on the Lab Sheet. The Grantee should also write field notes on the Lab Sheet regarding any other activity at the station, including station maintenance and monitoring equipment maintenance and/or adjustments, particularly as these activities may affect the integrity of the monitoring data

The Grantee must regularly check the status of the desiccant in the data logger and in the bubbler, and replace when needed. The bubbler air line should be purged on each visit to clear debris at the end of the line, and after purging, reset the bubbler stage coefficient to match the reference stage. The rain gage should be lowered and checked with each visit, to assure that there is no debris or silt in the gage that would adversely affect the reading.

The pump tubing of the automatic sampler will need periodic changing, and the pump routine recalibrated with each change. The Project Manager will train the Grantee on this procedure. Each spring, before snowmelt, the sampler should be reprogrammed and the pumping volume recalibrated. A "test" composite should be generated in advance of the main annual snowmelt event to assure that the sampler is working properly as anticipated.

Seasonal Maintenance of the Station:

Each November, the rain gage shall be cleared of debris and then covered with a plastic bag to prevent snow accumulation inside the rain gage. The plastic bag shall be removed in March. The fan vent shall be secured shut by covering with duct tape to prevent rodents from entering the station. A small, portable heater shall be left cracked on during winter months to stabilize temperatures inside the shelter, to the benefit of the instruments and equipment stored inside the shelter.

Laboratory Forms

The Council's Project Manager will supply WORD files for the Grantee to print pre-formatted forms as follows: Laboratory Submission Sheets for water quality grab and composite samples, labels for sample bottles, and a Day-of-Year chart. The Grantee will use these forms and labels for all submissions to the Council.

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.** during the Project Activity Period (January 1, 2013 through December 31, 2014).

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 such 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.** during the Project Activity Period (January1, 2013 through December 31, 2014).

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 and/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.

EXHIBIT C

STATE GRANT AGREEMENT

Contract No. 56608

Met. Council #12G003

STATE OF MINNESOTA
GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, Saint Paul, MN 55155-4194 ("State") and the **Metropolitan Council**, 390 North Robert Street, Saint Paul, MN 55101 ("Grantee").

Recitals

1. Under Minn. Statutes § 116.03 Subd. 2, the State is empowered to enter into this grant. This Grant Contract is administered by the MPCA under Minn. Statutes § 114D.50 Subd. 3.
2. The State is in need of the project titled **"Metropolitan Area Watershed Outlet Monitoring Program 2013 – 2014 Workplan."**
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 ***Effective date***: January 1, 2013, or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.
The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 ***Expiration date***: December 31, 2014, 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 grant contract: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2 Grantee's Duties

~~The Grantee, who is not a state employee, shall perform the duties specified in **Attachment A**,~~ which is attached and incorporated into this Grant Contract.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 ***Consideration.*** The State will pay for all services performed by the Grantee under this grant contract as follows:

(A) ***Compensation.*** Grantee will be paid in accordance with the breakdown of costs as set forth in the budget section of **Attachment A.**

(B) ***Travel Expenses.*** Grantee 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 Employee Relations, which is incorporated in to this agreement by reference.

(C) ***Total Obligation.*** The total obligation of the MPCA for all compensation and reimbursements to the Grantee under this agreement will not exceed: **$405,500.00 (Four Hundred Five Thousand, Five Hundred Dollars).**

4.2. ***Payment***

(a) Invoices.

The MPCA will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually

performed and the MPCA's Authorized Representative accepts the invoiced services. Invoices must be submitted upon completion of services according to the following schedule: No more frequently than monthly and no less frequently than quarterly.

Invoices will reference the Grant Contract number, the Purchase Order Number, and the name of the State's Authorized Representative and will be submitted to:

Minnesota Pollution Control Agency
Accounts Payable, 6th Floor
520 Lafayette Road North
St Paul, MN 55155-4194

Or, via email to mpca.ap@state.mn.us (Subject line: Grantee name and invoice number)

(b) Federal funds.

5 Conditions of Payment

All services provided by the Grantee under this grant contract 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 Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is **David A. Christopherson**, Minnesota Pollution Control Agency, 520 Lafayette Road North, Saint Paul, MN 55155, david.christopherson@state.mn.us, 651-757-2849 or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the work provided under this grant agreement. If the work is satisfactory, the State's Authorized Representative shall certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Kent Johnson**, Metropolitan Council Environmental Services, 2400 Childs Road, Saint Paul, Minnesota 55106, kent.johnson@metc.state.mn.us, 651-602-8117. If the Grantee's Authorized Representative changes at any time during this Grant Contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 ***Assignment.*** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 ***Amendments.*** Any amendments to this grant contract 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 grant contract, or their successors in office.

7.3 ***Waiver.*** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 ***Grant Contract Complete.*** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

Each party shall be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Torts Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Grantee's liability shall be governed by the provisions of the Minnesota Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

9 State Audits

Under Minn. Stat. §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction 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 grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property

10.1. ***Government Data Practices.*** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2. ***Intellectual Property Rights***

(A) All rights, title and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents, shall be jointly owned by the Grantee and the State. 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 Grantee, its employees, and subcontractors, either individually or jointly with others in the performance of this Agreement. 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 in tangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this Agreement. The ownership interests of the State and the Grantee in the Works and Documents shall each equal fifty percent (50%). 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 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 interest 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 Grantee, including its employees and subcontractors, in the performance of this Agreement, the Grantee shall upon knowledge thereof, 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 Grantee 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 Grantee shall not knowingly perform any acts, or take any steps, with the intent and effect: a) to prejudice the sole ownership of all intellectual property rights in the Works and Documents by the Grantee and the State, as agreed herein, or b) to cause any Grantee employee, agent, or contractor to retain any interest in and to the Works and Documents. The Grantee represents and warrants that, to the best of its knowledge, the Works and Documents do not and shall not infringe upon any intellectual property

rights of others.

(C) USES OF THE WORKS AND DOCUMENTS: The State and the Grantee 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, governmental 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 agreement between the parties.

(D) POSSESSION OF DOCUMENTS: The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

(E) SUITABILITY: The rights and duties of the State, and the Grantee, provided for above, shall survive the expiration or cancellation of this Agreement.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to Workers' Compensation Insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 ***Publicity.*** Any publicity regarding the subject matter of this grant contract 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 Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 ***Endorsement.*** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 ***Termination by the Parties.*** Either the State or the Grantee may cancel this Grant Contract at any time, with or without cause, upon 30 days' written notice to the other party. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 ***Termination for Insufficient Funding.*** The State may immediately terminate this grant contract 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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee 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 contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Subcontracting

If the Grantee decides to fulfill its obligations and duties under this Agreement through a subcontractor, to be paid for by funds received under this Agreement, the Grantee shall not execute an Agreement with the subcontractor or otherwise enter into a binding agreement until it has first received written approval from the MPCA's 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 Grantee shall be responsible for the satisfactory and timely completion of all work required under any subcontract and the Grantee shall be responsible for payment of all subcontracts. The Grantee shall pay all subcontractors, less any retainage, within 10 calendar days of receipt of payment to the Grantee 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 Grantee must follow their policies and procedures for obtaining subcontractors and/or policies and procedures per Minn. Stat. §471.345 as applicable.

17 Full Time Equivalent (FTE) Reporting

MN Laws 2011, 1st Special Session, Chapter 6, Article 5, Section 1 requires that information provided on the Legislative Coordinating Commission's Legacy Fund website must include specific information on all projects receiving funding, including: "(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."

18 Legacy Logo

Minnesota Laws 2010, chapter 361, article 3, section 5, (b)) states: "A recipient of the funds from the outdoor heritage fund, parks and trails fund, clean water fund or arts and cultural heritage fund shall display, where practicable, a sign with the logo developed under this section on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from one or more of the funds." Clean Water Land and Legacy Amendment Logo Usage Guidelines: 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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: 12/20/12

SWIFT Contract No.: 56608
SWIFT Purchase Order No.: 3000006161

2. METROPOLITAN COUNCIL

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: RA

Date: 12.27.2012

3. MINNESOTA POLLUTION CONTROL AGENCY

By: _____
(with delegated authority)

Title: Asst Director

Date: 26 December 2012

Distribution:
Agency
Grantee
State's Authorized Representative - OnBase

Attachment A

METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES (MCES) INTERAGENCY WATER MONITORING INITIATIVE

METROPOLITAN AREA WATERSHED OUTLET MONITORING PROGRAM 2013-2014 WORKPLAN (January 2013 – December 31, 2014)

Background:

The Minnesota Pollution Control Agency's (MPCA) Watershed Pollutant Load Monitoring Network 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 was begun 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 area. 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.

Objective:

~~Operate and maintain 7 of the WOMP monitoring sites for measurement of stream flow, water quality, and pollutant loads.~~

The monitoring work described below (see **"Monitoring Description"**) will complement MCES monitoring of stream flow, water quality, and pollutant loads at 18 sites in 15 Metro Area watersheds.

Partners:

Local partners will include the City of Eden Prairie, the Lower Minnesota River and Valley Branch Watershed Districts, the Bassett Creek Watershed Management Commission, and the Dakota County, Scott County, Washington County, and Wright County Soil and Water Conservation Districts (SWCDs). To support and encourage the participation of local partners, MCES provides $5,000.00 of state funding per year for each monitoring site, to help offset each local partner's costs for monitoring labor, mileage, and materials and supplies. 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, program coordination, data management, and report preparation.

Monitoring Type:

Condition Monitoring and Problem Investigation Monitoring

Monitoring Description:

Long-term water quantity/quality monitoring sites have been established and operated at the outlets of 8 Mississippi, Minnesota, and St. Croix River tributaries throughout the Metropolitan Area. Monitoring sites on Mississippi River tributaries include Bassett Creek, Cannon River, Crow River, and Minnehaha Creek. Monitoring sites on Minnesota River tributaries include Eagle Creek, Riley Creek, and Willow Creek. Valley Creek, tributary to the St. Croix River, also has a monitoring site. These sites have been established and operated in partnership with local units of government (see above). During the 2013-2014 period, MCES and partners will continue to operate all monitoring sites except Willow Creek. In addition, MCES and partners can conduct supplementary monitoring of WOMP streams, as requested by MPCA, to meet any targeted needs for surface water assessment data during the 2013-2014 period.

To ensure consistency and quality of the monitoring information obtained, MCES provides program oversight and coordination, technical guidance, and assistance with site set-up, maintenance, and operation. Monitoring sites will be operated by local partners, to the extent possible. Citizen involvement in the monitoring effort will also be encouraged as opportunities arise.

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 one site (Riley Creek), using portable instrumentation that can be moved from site to site when needed. Where feasible, precipitation will also be measured with an on-site, datalogging rain gauge. During precipitation and runoff events (generally during the March-October period), automated samplers will composite water quality samples over the event hydrograph. Grab samples will be obtained during stream baseflow conditions. Local partners will download dataloggers, help maintain sites and instrumentation, establish and maintain stream rating curves, and collect and submit water quality samples (chemical and biological). Monitoring of stream biota (biomonitoring) is being conducted by MCES staff at three WOMP streams (Eagle, Minnehaha, and Valley Creeks). For more information on MCES stream monitoring protocols, please refer to the document: "Metropolitan Council Environmental Services Quality Assurance Program Plan: Stream Monitoring" at:
http://www.metrocouncil.org/environment/RiversLakes/streams/documents/Stream%20Monitoring%20QAPP_Revised_0111_Web_Reduced.pdf

The MCES Laboratory Services Section will analyze the water quality samples collected by local partners. Water quality samples will typically be analyzed for a number of chemical water quality variables, including: alkalinity, hardness, turbidity, total and volatile suspended solids, chemical oxygen demand, total organic carbon, several forms of phosphorus (total and ortho), several forms of nitrogen (total, Kjeldahl, nitrite, nitrate, and ammonia), chlorophyll-a, chloride, sulfate, and Escherichia coli bacteria.

Synthesis and management of all data/information obtained from the monitoring sites will be conducted by the MCES Environmental Monitoring and Assessment Section. Monitoring information will be available to the local partners 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 implementing watershed best management practices (BMPs) for nonpoint source pollution abatement, as appropriate.

Data and Reporting:

WOMP Data

All program monitoring data obtained during the 2013-2014 period, including field data, continuous monitoring data (stream flow, temperature, and specific conductance), precipitation data, laboratory data, and biological monitoring data, will be available to the local partners and MPCA through the MCES Environmental Information Management System (EIMS) and/or on an as-requested basis.

Biennial Progress Report

The MCES Environmental Monitoring and Assessment Section will prepare a 2013-2014 biennial progress report on the status of the "Metropolitan Area Watershed Outlet Monitoring" Program. The 2013-2014 progress report will provide a biennial summary of the program, including program accomplishments and results, measures of monitoring success, recommendations for continuing the monitoring (or not), recommendations for modifying the monitoring approach (if needed), and a suggested budget for the 2015-2016 biennium. The 2013-2014 biennial progress report will be provided to the MPCA by December 31, 2014.

Measurable Outcomes:

- Operation and maintenance of 7 "Metropolitan Area Watershed Outlet Monitoring Program" (WOMP) monitoring sites as described above.
- Active cooperation with and assistance to the local water monitoring partners listed above in operating and maintaining the 7 sites.
- 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 local partners on an annual basis and as requested, so that the information can be used for water quality management efforts as described above.
- Provision of a biennial progress report on the status of the monitoring program as specified above.

Time Frame: January 2013 through December 31, 2014.**Budget:**

$405,500 for the 2013-2014 period (includes 1.0 FTE): $201,750 in 2013 and $203,750 in 2014. A two-year budget is presented below.

2013 (January 2013 - December 31, 2013)

Labor:	
MCES Staff (Salary/Benefits/OT for 1.0 EMA FTE):	$ 86,500
Local Monitoring Partners:	$ 35,000
MCES Analytical Costs:	$ 40,000
Monitoring Site and Equipment Maintenance and Replacement:	$ 18,500
Monitoring Materials and Supplies:	$ 11,000
MCES Vehicle Expense (Fuel and Repairs):	$ 2,000
Monitoring Site Utilities:	$ 8,500
Training and Travel (MCES Staff):	$ 250
Total 2013:	$ 201,750

2014 (January 2014 - December 31, 2014)

Labor:	
MCES Staff (Salary/Benefits/OT for 1.0 EMA FTE):	$ 88,500
Local Monitoring Partners:	$ 35,000
MCES Analytical Costs:	$ 40,000
Monitoring Site and Equipment Maintenance and Replacement:	$ 18,500
Monitoring Materials and Supplies:	$ 11,000
MCES Vehicle Expense (Fuel and Repairs):	$ 2,000
Monitoring Site Utilities:	$ 8,500
Training and Travel (MCES Staff):	$ 250
Total 2014:	$ 203,750

2013-2014 (January 2013 – December 31, 2014)	**Total:**	**$ 405,500**

Contact:

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