

Metropolitan Council Contract No. 21R004-B

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
METROPOLITAN COUNCIL AND THE
BASSETT CREEK WATERSHED MANAGEMENT COMMISSION**

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

THE ABOVE-NAMED PARTIES hereby agree as follows:

I. GENERAL SCOPE OF AGREEMENT

The Council and the Watershed agree to undertake a volunteer lake monitoring study in order to provide an economical method of broadening the water quality database on lakes in the Twin Cities Metropolitan Area.

II. SPECIFIC SCOPE OF SERVICES

2.01 Lake Monitoring Program. The Watershed and the Council agree to jointly undertake a volunteer lake monitoring program as specified below:

a. **General Purposes of Program.** The volunteer lake monitoring program involves the use of citizen-scientist volunteers to monitor lakes in the Twin Cities Metropolitan Area. The volunteers will collect surface water samples which will be analyzed for total phosphorus (TP), total Kjeldahl nitrogen (TKN), and chlorophyll-a (CLA). In addition, the volunteers will measure surface water temperature, water transparency, and fill out a monitoring form that describes the lake and weather conditions at the time of the monitoring event. Lakes will be visited from April through October of 2021 (the "Monitoring Period") for the number of times and at the approximate intervals specified in paragraph (b) below. Each lake will be sampled at the location as indicated on the site location map provided by the Council. The Council will arrange for chemical analysis of the samples either through its own laboratory or an outside laboratory.

b. **Specific Lakes Involved.** The following lakes and specific lake site(s) listed below will be involved in the Council's Citizen-Assisted Lake Monitoring Program (CAMP) in 2021.

Lake name	DNR ID#	Number of monitoring events	Approximate monitoring interval	Quantity of new kits
Cavanaugh	27-0110	8 to 14	Biweekly	0
Lost	27-0103	8 to 14	Biweekly	0
Medicine, site 1	27-0104	8 to 14	Biweekly	0
Medicine, site 2	27-0104	8 to 14	Biweekly	0
Northwood	27-0627	1 to 7	Monthly	0
Parkers	27-0107	8 to 14	Biweekly	0
Sweeney, site 1	27-0035-01	8 to 14	Biweekly	0
Sweeney, site 2	27-0035-01	8 to 14	Biweekly	0
Twin	27-0035-02	8 to 14	Biweekly	0
Westwood	27-0711	1 to 7	Monthly	0

2.02 Watershed Responsibilities. The Watershed agrees that it will have sole responsibility for:

- a. Recruiting volunteers (who have access to a boat) to monitor the lakes the Watershed wishes to involve in the program as listed in section 2.01(b) above.
- b. Providing the Council and/or volunteers with needed lake information such as lake bathymetric maps and access locations.
- c. Paying for the laboratory analysis cost of the samples collected by volunteers which cost is included in the amounts specified in Article III below.
- d. Ensuring that the volunteers participate in the training program and follow CAMP methods and procedures.
- e. Ensuring that the volunteers fill out a monitoring form during each monitoring event.
- f. Picking up the samples and the lake monitoring forms from their volunteers and delivering those items to the Watershed's central storage location. The Watershed will be responsible for providing the central storage location. The central storage location can be a Council facility, but the Watershed will be required to deliver the samples and monitoring forms to this facility. The samples are required always to be frozen.

- g. Storing its volunteers' samples until picked up by Council staff. The samples are required always to be frozen.
- h. Maintaining, storing, and restocking its monitoring kits.
- i. Delivering and picking up its monitoring kits to and from their volunteers.

2.03 Council Responsibilities. The Council agrees that it will:

- a. Organize the survey.
- b. Provide training for the volunteers.
- c. Pick up the samples and lake monitoring forms from the Watershed's central storage location and deliver them to the laboratory at approximately 2-month intervals starting in June.
- d. Review the results of the monitoring data.
- e. Prepare a final report containing the physical, chemical, and biological data obtained during the Monitoring Period and a brief analysis of the data.
- f. Provide quality control by collecting lake samples from random lakes involved in the volunteer program. The resulting parameter values will then be compared to the volunteers' results to determine if any problems exist involving the volunteer's monitoring activities and what should be done to correct the problem.
- g. Provide and deliver to the Watershed the expendable monitoring items (e.g. sample containers, labels, filters, aluminum sheets, zip-style plastic bags, and lake monitoring forms). The expendable monitoring items will be delivered in the weeks preceding the start of the monitoring season. The cost of the expendable monitoring items is included in the annual participation fee.

III. COMPENSATION; METHOD OF PAYMENT

3.01 Payment to Council. For all labor performed and reimbursable expenses incurred by the Council under this agreement during the Monitoring Period, the Watershed agrees to pay the Council the following amounts per lake site listed in section 2.01(b). The participation fee will be billed based on the quantity of monitoring events actually monitored or sampled.

Number of Monitoring events	Participation Fee (excludes monitoring equipment)
8 to 14	\$760
1 to 7	\$380
0	\$0

For lake sites requiring monitoring equipment, the cost for a kit of monitoring equipment is \$225 per kit.

3.02 Payment Schedule. Payment of the total amount owing to the Council by the Watershed shall be made within 30 days of the date of the invoice. An invoice specifying the amount owed by the Watershed will be sent under separate cover after the end of the monitoring period.

3.03 Additional Analyses. The total amount specified in paragraph 3.01 does not include the cost of any additional analyses requested by the Watershed, such as analysis of bottom samples. The Council will carry out any such additional analyses at the request of the Watershed and subject to the availability of Council resources for carrying out such analyses. The Council will bill the Watershed after the end of the Monitoring Period for any such additional analyses at the Council's actual cost, and the Watershed will promptly reimburse the Council for any such costs billed. The costs for additional analyses are provided in Exhibit A.

3.04 Replacement of Durable Equipment. The total amount specified in paragraph 3.01 does not include the cost of replacing durable monitoring equipment, such as thermometers, Secchi disks, filter holders, hand pumps, graduated cylinders, sampling jugs, forceps, and tote boxes. The Council will provide and deliver durable monitoring equipment that needs replacement upon request from the Watershed. The Council will bill the Watershed for any such replaced durable monitoring equipment at the Council's actual cost, and the Watershed will promptly reimburse the Council for any such costs billed.

IV. GENERAL CONDITIONS

4.01 Period of Performance. The services of the Council will commence on April 1, 2021, and will terminate on March 30, 2022, or following work completion and payment, whichever occurs first.

4.02 Amendments. The terms of this agreement may be changed only by mutual agreement of the parties. Such changes will be effective only on the execution of written amendment(s) signed by duly authorized officers of the parties to this agreement.

4.03 Watershed Personnel. Laura Jester, or such other person as may be designated in writing by the Watershed, will serve as the Watershed's representative and will assume primary responsibility for coordinating all services with the Council.

Laura Jester - Administrator
Bassett Creek Watershed Management Commission
c/o Keystone Waters
16145 Hillcrest Lane
Eden Prairie, MN 55346
952-270-1990

4.04 Council's Contract Manager. The Council's Contract Manager for purposes of administration of this agreement is Brian Johnson, or such other person as may be designated in writing by the Council's Regional Administrator. The Council's Contract Manager will be responsible for coordinating services under this agreement. However, nothing in this agreement will be deemed to authorize the Contract Manager to execute amendments to this agreement on behalf of the Council.

Brian Johnson
Metropolitan Council
2400 Childs Road
St. Paul, MN 55106
651-602-8743

4.05 Equal Employment Opportunity; Affirmative Action. The Council and the Watershed agree to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Council and the Watershed agree not to discriminate against any employee, applicant for employment, or participant in this study because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age; and further agree to take action to assure 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.

4.06 Liability. Each party to this agreement shall be liable for the acts and omissions of itself and its officers, employees, and agents, to the extent authorized by law. Neither party shall be liable for the acts or omissions of the other party or the other party's officers, employees or agents. Nothing in this agreement shall be deemed to be a waiver by either party of any applicable immunities or limits of liability including, without limitation, Minnesota Statutes, sections 3.736 (State Tort Claims) and chapter 466 (Municipal Tort Claims).

4.07 Copyright. No reports or documents produced in whole or in part under this agreement will be the subject of an application for copyright by or on behalf of the Council or Watershed.

4.08 Termination of Agreement. The Council and the Watershed will both have the right to terminate this agreement at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to

the specified effective date of such termination. In the event of such termination, the Council shall retain a pro-rata portion of the amounts provided for in Article III, based on the number of monitoring events occurring for each lake before termination versus the total monitoring events specified for each lake. The balance of the amounts will be refunded by the Council to the Watershed.

4.09 Force Majeure. The Council and the Watershed agree that the Watershed shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Council and the Watershed.

4.10 Audits. Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the parties agree that the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this Agreement.

4.11 Relationship of Parties and their Employees. Nothing contained in this agreement is intended, or should be construed, to create the relationship of co-partners or a joint venture between the Council and the Watershed. No tenure or any employment rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, retirement, or other benefits available to the employees of one of the parties, including indemnification for third party personal injury/property damage claims, shall accrue to employees of the other party solely by the fact that an employee performs services under this agreement.

4.12 Severability. If any part of this agreement is rendered void, invalid or unenforceable such rendering shall not affect the remainder of this agreement unless it shall substantially impair the value of the entire agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

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

**BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION**

Date _____

By _____

Name _____

Its _____

Date _____

By _____

Name _____

Its _____

METROPOLITAN COUNCIL

Date _____

By _____

Name _____

Water Resources Assistant Manager

EXHIBIT A

Metropolitan Council Environmental Services Laboratory Prices for Additional Analyses		
Parameter	Laboratory Code	Price (per sample)
Nutrients (TP & TKN)	NUT-AHLV NUT-ALV	\$15.25
Chlorophyll	CLA-TR-CS CLA-CAMP	\$15.50
Phosphorus	P-AHLV P-ALV	\$15.25
Chloride	CL-AV2	\$15.75
Ortho-phosphorus	ORTHO-AV	\$7.75
Hardness	HARD-AV	\$7.25
Ca, Mg, Hardness via calculation	HARD-OESV	\$12.00
Alkalinity	ALK-AV	\$13.50
Sulfate	SO4-ICV	\$13.50
Metals (Cd, Cr, Cu, Pb, Ni, Zn)	MET-OESV MET-MSV2	\$36.00
Individual minerals (e.g. Fe)	XX-OESV	\$6.00 (per element)
Individual metals	XX-OESV XX-MSV2	
A parameter not on this list		Contact the Council's Contract Manager for specific pricing.