

**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 sampling 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 volunteers to collect in-lake samples from lakes in the Twin Cities Metropolitan Area. The volunteers will collect surface water samples to 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 lake sampling form to help describe the lake and weather conditions at the time of the sampling event. Lakes will be visited biweekly from April through October of 2016 (the "Monitoring Period") for the number of times and at the approximate intervals specified in paragraph (b) below. Each lake will be sampled over the deepest open water location. After each sampling date, 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 2016.

| Lake name | DNR ID# | Maximum # of sampling dates | Approximate sampling interval | Quantity of new kits |
|---------------------|------------|-----------------------------|-------------------------------|----------------------|
| Lost | 27-0103 | 14 | Biweekly | 0 |
| Medicine, site 1 | 27-0104 | 14 | Biweekly | 0 |
| Medicine, site 2 | 27-0104 | 14 | Biweekly | 0 |
| Northwood | 27-0627 | 14 | Biweekly | 0 |
| Parkers | 27-0107 | 14 | Biweekly | 0 |
| Sweeney, south site | 27-0035-01 | 14 | Biweekly | 0 |
| Twin | 27-0035-02 | 14 | Biweekly | 0 |
| Westwood | 27-0711 | 14 | Biweekly | 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.
- e. Ensuring that the volunteers fill out sampling forms during each sampling event, and collect and store samples until picked up by a Council representative.

2.03 Council Responsibilities. The Council agrees that it will:

- a. Organize the survey and train volunteers, pick up and deliver samples to the laboratory, and analyze the results of the lake and watershed data collection program.
- b. Prepare a final report containing the physical, chemical, and biological data obtained during the Monitoring Period and a brief analysis of the data.
- c. Provide quality control by collecting lake samples from random lakes involved in the volunteer program. The resulting parameter values will then be compared to determine if any problems exist

involving the volunteer's sampling methods and what should be done to correct the problem.

- d. Provide the sample bottles and labels, and filters for chlorophyll filtration.

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).

| Number of Sampling Dates | Payment amount (excludes sampling equipment) |
|--------------------------|--|
| 8 to 14 | \$550 |
| 6 to 7 | \$280 |
| 1 to 5 | \$200 |

For lake sites requiring sampling equipment, the cost for a kit of sampling equipment is \$150 per kit.

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

3.03 Additional Analyses. The total amount specified in the previous paragraph 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.

IV. GENERAL CONDITIONS

4.01 Period of Performance. The services of the Council will commence on April 1, 2016, and will terminate on December 31, 2016, 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. The watershed's administrator, 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.

4.04 Council's Contract Manager. The Council's Contract Manager for purposes of administration of this agreement is Kent 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.

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 sampling events occurring for each lake before termination versus the total sampling events specified for each lake. The balance of the amounts will be refunded by the Council to the watershed.

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 _____

METROPOLITAN COUNCIL

Date _____

By _____

EMA Section Manager