

MEMORANDUM
Comfort Lake-Forest Lake Watershed District

To: Board of Managers **Date:** June 21, 2018
From: Mike Kinney
Subject: Additional Monitoring – Revised Technical Services Agreement

Background/Discussion

At the March 22nd, 2018 board meeting, the Board approved a budget for 2018 effectiveness monitoring for \$20,469 which left \$9,531 of the budgeted \$30,000 for this effort. There was a variety of discussion regarding other monitoring that could be done and ultimately the Board directed staff to review other uses for these funds.

After further investigation of various sites and options, it became known that there was no monitoring data at the crossing Sunrise River crossing at 256th St. just north of Shallow Pond. This came to light as I was investigating the eroding section of the Sunrise River north of this location. The District has very limited data at Greenway Ave. N. to the south and ongoing data at the inlet at Comfort Lake. As such, it was not possible to determine the extent to which Shallow Pond is a phosphorus ‘sink’ and/or how much of the load observed at the Comfort Lake inlet was derived from the eroding banks of the Sunrise or from Shallow Pond. Given this substantial gap of knowledge, I requested a quote from the WCD to add this to their 2018 monitoring schedule since they have our equipment installed for us where the Sunrise River enters into Comfort Lake, e.g. the inlet.

This additional monitoring is \$1,620 above the remaining amount within the Effectiveness Monitoring line item. Presently, there is enough within the overall monitoring budget to complete this work if there is no need to replace any equipment due to unexpected failure. There is also about \$6,400 remaining in the Forest Lake AIS Management Fund in which we can hold back \$1,620 in the event that we need to replace any monitoring equipment during this season.

Recommended Action

Manager _____ moves to authorize the Board President to execute the revised agreement, upon review of legal counsel, with the Washington Conservation District for the revised amount not to exceed \$11,151 for monitoring at Greenway Ave and at 256th ST. Seconded by Manager _____.

Attached: Revised Technical Services Agreement

**2018 SERVICE AGREEMENT
BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND COMFORT LAKE –FOREST LAKE WATERSHED DISTRICT**

A. PARTIES

This Agreement is made and entered into by Washington Conservation District (WCD) and the Comfort Lake-Forest Lake Watershed District (CLFLWD).

B. PURPOSE

WHEREAS, the CLFLWD has requested assistance from the WCD to implement the policies specified in MINN. STAT. §§ 103A.206 and 103D.201; and

WHEREAS, the WCD is authorized to enter agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7 and 103D.335, subd. 21.

NOW, THEREFORE, the parties agree as follows:

C. TERM OF CONTRACT

The term of this agreement shall be from January 1, 2018 to December 31, 2018 unless extended or terminated earlier as provided herein.

D. SCOPE OF SERVICES

The WCD will perform all services and furnish and deliver work products generally described in the attached Exhibits.

E. COST

In full consideration for services under this agreement, the WCD shall charge the CLFLWD for its services at the rate set forth in Section F. Costs for services for activities detailed in the attached Exhibits include:

- Exhibit A: Technical Services - \$30,000
- Exhibit B: Water Monitoring Services - \$95,225
- Exhibit C: Additional Water Monitoring Services - \$11,151

Total 2018 WCD Service Agreement: \$136,376

Any additional costs for special studies or capital projects must be set forth in a written amendment to this Agreement.

F. BILLING RATE AND PAYMENTS

1. Services in Exhibit A are billed on an hourly basis at the rate of \$39.00 - \$81.00 per hour, based on personnel and task.

Seasonal	\$39.00
Technician	\$57.00
Senior Technician/Specialist	\$62.00
Senior Tech II/ Specialist II	\$68.00
Senior Specialist	\$71.00
Manager/Administrator/Engineer	\$81.00

Invoices for Exhibit A will be sent on a monthly basis and will list specifically the work performed. Services in Exhibit B are billed on a lump sum basis for services and on an actual cost basis for lab and project expenses.

Invoices for Exhibit B will be sent on a monthly basis and will list specifically the work performed.

2. Project expenses will be billed as they are accrued.
3. Office supplies, normal office reproduction expenses, and transportation are included in the hourly rate. Other expenses are to be reimbursed at actual cost.

G. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

During the performance of this Agreement, the WCD agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

H. STANDARDS

The WCD shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

I. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the WCD's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. Or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The WCD agrees to abide by these statutes, rules and regulations and as they may be amended.

J. AUDITS, REPORTS, AND MONITORING PROCEDURES

The WCD will:

1. Maintain records that reflect all revenues, cost incurred and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the WCD which are relevant to the contract.

K. INDEMNITY

The WCD and the CLFLWD mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless for any and all damages, liability or cost (including reasonable attorneys' fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this agreement, to the extent each party is responsible for such damages and losses on a comparative basis of fault. Parties agree to provide proof of contractual liability insurance upon request. This paragraph does not diminish, with respect to any third party, any defense, immunity or liability limit that the WCD or the CLFLWD may enjoy under law.

L. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the WCD as the agent, representative, or employee of CLFLWD for any purpose or in any manner whatsoever. The WCD is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The WCD represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the WCD or other person, while engaged in the performance of any work or services required by the WCD under this Agreement, shall have no contractual relationship with the CLFLWD and shall not be considered employees of the CLFLWD.

M. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the WCD and the CLFLWD shall not require written approval.

N. MERGER

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph M above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

O. TERMINATION

Either the WCD or the CLFLWD may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice prior to the effective date of such termination. If the CLFLWD terminates this Agreement, it may specify work to be performed by the WCD before termination is effective and shall pay the WCD for services performed by the WCD up to the time specified for termination. If the WCD terminates the Agreement, it will not be compensated for part completion of a task except to the extent part completion has value to the CLFLWD.

P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the CLFLWD used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the CLFLWD. The CLFLWD shall have the sole right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement.

**2018 SERVICE AGREEMENT
BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND COMFORT LAKE-FOREST LAKE WATERSHED DISTRICT**

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

APPROVED:

CLFLWD

WCD

BY: _____
Board President Date

BY: *Larissa Smallidge*
Board Chair Date
6-13-18

BY: _____
Secretary Date

BY: *[Signature]*
WCD Manager Date
6-13-18

Approval as to form and execution:

Date

EXHIBIT A
2018 TECHNICAL SERVICES

CLFLWD BMP COST-SHARE PROGRAM

1. Landowner Outreach

Targeted and broad-based outreach techniques will be used to generate interest in the program. Outreach will be balanced with the number of projects the CLFLWD would like to implement per year. Outreach will be coordinated with the CLFLWD Administrator and other WCD activities.

2. Project Database

Project information will be tracked in a database and locations will be mapped in a GIS.

3. Respond to inquiries from the public

The WCD will respond to inquiries from the public regarding the BMP Program. The WCD will provide responses to the public regarding general program information, program eligibility, best management practice information, and general watershed information. Initial inquiries about general topics and water quality issues will be responded to as part of the standard WCD programs and not charged under this contact. Specific inquiries regarding the Cost-Share Program will be responded to as part of the CLFLWD BMP/Cost-Share Program and will be considered as a part of this agreement.

4. Site Reviews and Project Evaluation

Initial site visits will be provided by the WCD County-wide and are part of the standard WCD programs and not considered part of this agreement. Follow-up reviews (if necessary) of potential BMP implementation sites will be conducted under this agreement. Other activities will include: determining site specific BMP Program eligibility and priority, assessing BMP options which will adequately address the problem, discussing BMP alternatives with landowners, and promoting implementation of BMPs. WCD will determine supplemental cost-share sources if needed. Site reviews will result in providing cost-share information and recommendations to the WD Administrator with respect to eligibility, and priority ranking. Educational materials will be distributed during the site visit.

5. BMP Design and Contractor Assistance

The WCD will coordinate BMP design assistance. Design support will be provided by WCD technical resources and/or obtaining assistance from an appropriate technical agency, organization, or consultant. WCD will assist landowners with obtaining qualified contractors to install BMPs.

6. Construction Monitoring (Site inspections)

The WCD will monitor construction activities to verify proper implementation of BMPs.

7. Long Term Monitoring

The WCD will provide long term monitoring of installed BMPs. The amount and frequency of monitoring will be as directed by the WD Administrator and board, based on the individual BMP installed.

8. Coordination and Miscellaneous Services

Regular coordination meetings with the WD Administrator and WD Cost-Share Committee will be conducted. Program will be implemented on a watershed-scale in cooperation with the Chisago SWCD. Other services will be provided as requested by the Watershed District to implement and carry out the Program.

9. Subwatershed Analysis

Complete Subwatershed Analysis as directed by the District Administrator per Metro Conservation District Protocols.

TOTAL BUDGET: \$30,000

EXHIBIT B
2018 WATER MONITORING SERVICES

Stream WQ and/or Discharge Monitoring	Labor	Mileage/Travel/Time	Capital Equipment	Lab	Total	Notes
Forest Lake Outlet	\$6,200	\$961	\$100	\$1,400	\$8,661	Automated Discharge and Composite Samples (~15)
Bone Lake Outlet	\$6,200	\$961	\$100	\$1,400	\$8,661	Automated Discharge and Composite Samples (~15)
Bone Lake North Inlet	\$5,828	\$775	\$100	\$1,400	\$8,103	Automated Discharge and Composite Samples (~15). No rating curve
Sunrise River at Big Comfort Lake Outlet	\$6,200	\$961	\$100	\$1,400	\$8,661	Automated Discharge and Composite Samples (~15)
Sunrise River at Big Comfort Lake Inlet	\$5,828	\$775	\$100	\$1,400	\$8,103	Automated Discharge and Composite Samples (~15). No rating curve
Little Comfort Lake Inlet	\$5,828	\$775	\$100	\$1,400	\$8,103	Automated Discharge and Composite Samples (~15). No rating curve
Total Stream Monitoring	\$36,084	\$5,208	\$600	\$8,400	\$50,292	
Lake WQ Monitoring						
Forest Lake West	\$2,921	\$0	\$0	\$900	\$3,821	14x April-October, Surface, Temp/DO, Hypolimnetic Ortho-P, Total Iron Samples
Forest Lake Center	\$2,921	\$0	\$0	\$900	\$3,821	14x April-October, Surface, Temp/DO, Hypolimnetic Ortho-P, Total Iron Samples
Forest Lake East	\$2,921	\$0	\$0	\$900	\$3,821	14x April-October, Surface, Temp/DO, Hypolimnetic Ortho-P, Total Iron Samples
Shields	\$2,095	\$0	\$0	\$550	\$2,645	14x April-October, Surface WQ and Temp/DO profile
Big Comfort	\$2,095	\$0	\$0	\$550	\$2,645	14x April-October, Surface WQ and Temp/DO profile
Little Comfort	\$2,095	\$0	\$0	\$550	\$2,645	14x April-October, Surface WQ and Temp/DO profile
Bone	\$2,921	\$0	\$0	\$900	\$3,821	14x April-October, Surface, Temp/DO, Hypolimnetic Ortho-P, Total Iron Samples
Moody	\$2,095	\$0	\$0	\$550	\$2,645	14x April-October, Surface WQ and Temp/DO profile
School	\$2,095	\$0	\$0	\$550	\$2,645	14x April-October, Surface WQ and Temp/DO profile
Birch	\$2,095	\$0	\$0	\$550	\$2,645	14x April-October, Surface WQ and Temp/DO profile
Nielson	\$2,095	\$0	\$0	\$550	\$2,645	14x April-October, Surface WQ and Temp/DO profile
Total Lake WQ Monitoring	\$26,349	\$0	\$0	\$7,450	\$33,799	
Lake Gage Monitoring						
Forest Lake	\$171	\$0	\$0	\$0	\$171	Install and/or Survey and/or Remove. Read during WQ sampling
Shields Lake	\$171	\$0	\$0	\$0	\$171	Install and/or Survey and/or Remove. Read during WQ sampling
Big Comfort Lake	\$171	\$0	\$0	\$0	\$171	Install and/or Survey and/or Remove. Read during WQ sampling
Moody Lake	\$171	\$0	\$0	\$0	\$171	Install and/or Survey and/or Remove. Read during WQ sampling
Bone Lake	\$171	\$0	\$0	\$0	\$171	Install and/or Survey and/or Remove. Read during WQ sampling
School	\$171	\$0	\$0	\$0	\$171	Install and/or Survey and/or Remove. Read during WQ sampling
Birch	\$171	\$0	\$0	\$0	\$171	Install and/or Survey and/or Remove. Read during WQ sampling
Nielson	\$171	\$0	\$0	\$0	\$171	Install and/or Survey and/or Remove. Read during WQ sampling
Total Lake Gage Monitoring	\$1,368	\$0	\$0	\$0	\$1,368	
Water Monitoring Report	\$9,766	NA	NA	\$0	\$9,766	
Total 2018 Water Monitoring Costs	\$73,567	\$5,208	\$600	\$15,850	\$95,225	

EXHIBIT C
ADDITIONAL 2018 WATER MONITORING SERVICES

Stream WQ and/or Discharge Monitoring	Labor	Mileage/Travel/Time	Capital Equipment	Lab	Total	Notes
Sunrise R. at Greenway Ave.	\$4,430	\$685	\$100	\$703	\$5,918	Automated Discharge and Composite Samples (10). June-Oct sampling
Sunrise R. at 256th St.	\$4,430	\$0	\$100	\$703	\$5,233	Automated Discharge and Composite Samples (10). June-Oct sampling
Total	\$8,860	\$685	\$200	\$1,406	\$11,151	