

Minnehaha Creek Watershed District

REQUEST FOR BOARD ACTION

MEETING DATE: May 23, 2019

TITLE: Authorization to contract with the city of Edina and Hamline University's Center for Global and Environmental Education (CGEE) on implementation of the Adopt-a-drain program

RESOLUTION NUMBER: 19-058

PREPARED BY: Kim LaBo, Education and Engagement Coordinator

E-MAIL: klabo@minnehahacreek.org

TELEPHONE: 952-471-0590

REVIEWED BY: Administrator Counsel Program Mgr. (Name): Telly Mamayek
 Board Committee Engineer Other

WORKSHOP ACTION:

<input type="checkbox"/> Advance to Board mtg. Consent Agenda.	<input type="checkbox"/> Advance to Board meeting for discussion prior to action.
<input type="checkbox"/> Refer to a future workshop (date):_____	<input type="checkbox"/> Refer to taskforce or committee (date):_____
<input type="checkbox"/> Return to staff for additional work.	<input type="checkbox"/> No further action requested.
Other (specify):	

PURPOSE or ACTION REQUESTED: Authorization to contract with the city of Edina and CGEE on the District's scope of work for the Adopt-a-drain program in the city of Edina

PROJECT/PROGRAM LOCATION: Minnehaha Creek Watershed

PROJECT TIMELINE: June 2019- June 2020 (or when the contract is finalized)

PROJECT/PROGRAM COST:

Fund name and number: Education - 4002 and Communications - 4003

Current budget: \$0

Expenditures to date: \$0

Requested amount of funding: \$0

Is a budget amendment requested? No

Is additional staff requested? No

PAST BOARD ACTIONS:

September 13, 2018 MCWD Board of Managers approved 2019 Education and Communications work plans which included funding for stormwater education and outreach

April 11, 2019 MCWD Board of Managers approved funding for Education and Communications to participate in the Adopt-a-drain program

SUMMARY:

MCWD's Education and Communication staff are requesting authorization to enter into a contract with the city of Edina and CGEE on MCWD's scope of work for the Adopt-a-Drain program.

Clean Water MN and Adopt-a-Drain Program Background:

Clean Water MN is an outreach program of the Metro Watershed Partners that educates metro area residents on water-friendly practices. Metro Watershed Partners is a coalition of more than 70 public, private, and non-profit organizations in the Minneapolis/ Saint Paul metro area who work together to inspire people to protect water quality in their watershed. Founded in 1996, the Metro Watershed Partners is a project of Hamline University in Saint Paul, Minnesota. Eighteen watershed districts and watershed management organizations are members of the group. MCWD joined Metro Watershed Partners in 2012 and Telly Mamayek currently serves on their steering committee.

Adopt-a-Drain, a program created by Metro Watershed Partners, asks residents to adopt storm drains in their neighborhood to protect their local lake or river from pollution. By adopting a storm drain, they commit to keeping it clear of debris throughout the year. Participants sign up for the program online at www.Adopt-a-Drain.org and create an account that allows them to adopt and un-adopt drains, report the amount of debris they collect, and share stories and photos via Facebook and Twitter.

Adopt-a-Drain has been piloted in Saint Paul, Minneapolis, Bloomington, Maple Grove and Roseville where more than 2,500 people reported diverting nearly 100,000 pounds of debris from local lakes and rivers. The program launched metro-wide this March.

Program Membership Costs and Benefits

Members of Metro Watershed Partners—cities, counties, watershed districts, and non-profits in Minnesota—pay an annual membership fee. Cities pay seven cents per person (based on total population) per year, and watershed districts pay a recommended fee based on their annual operating budget. For an annual budget of \$5,000,000+, memberships range from a high of \$20,000 to a low of \$6,000. MCWD's membership is in the lower range of \$6,000. Membership in Metro Watershed Partners is required in order to participate in the Clean Water MN and Adopt-a-Drain programs.

At the April 11th board meeting, the MCWD board of managers approved funding for MCWD's participation in the Clean Water MN and Adopt-a-Drain programs.

The two programs provide a range of benefits for supporting watershed districts and cities:

1. Improved water quality by engaging residents to remove pollutants.
2. Reduced flood risk from clogged storm drains.
3. Help in meeting MS4 permit requirements for public participation, outreach, and education.
4. Data for MCM #1 - Public Education and Outreach - on SWPPP.
5. Blog and social media posts for timely and consistent messaging to residents.
6. Customizable print and electronic resources for promoting Adopt-a-Drain to residents.
7. A list of area residents who are interested in water issues

MCWD staff are recommending that the Board of Managers authorize MCWD to enter into a contract with the city of Edina and CGEE for the following reasons:

- The Adopt-a-drain program educates Edina residents about storm water's impact on water quality and engages residents in protecting local waters by adopting their storm drain
- The contract agreement is for a limited scope of work that does not include financial or specific time obligations for MCWD. (Exhibit A of the attached contract)
- By partnering with Edina and CGEE, all written materials distributed by the parties will be co-branded with MCWD's logo. This co-branding communicates MCWD's involvement in the Adopt-a-drain program.

ATTACHMENTS: Contract with the city of Edina, MCWD and Hamline University's Center for Global and Environmental Education

RESOLUTION

RESOLUTION NUMBER: 19-058

TITLE: Authorization to contract with the city of Edina and Hamline University's Center for Global and Environmental Education (CGEE) on implementation of the Adopt-a-drain program

WHEREAS, the MCWD's Strategic Plan, adopted in February 2017, directs Education and Communications staff to focus work in focal geographies while remaining responsive districtwide; and

WHEREAS, the MCWD Board of Managers approved the 2019 Education and Communications Budgets, which includes funding for stormwater education and outreach; and

WHEREAS, Communities located within MCWD have more than 67,000 storm drains that contribute nutrients, sediment and trash to area waterways; and

WHEREAS, Metro Watershed Partners, a coalition of more than 70 public, private, and non-profit organizations, formed in 1996 to inspire people to protect water quality in their watershed; and

WHEREAS, Clean Water MN and Adopt-a-Drain are outreach programs of the Metro Watershed Partners; and

WHEREAS, the MCWD Board of Managers approved funding for MCWD's participation in the Clean Water MN and Adopt-a-Drain program ins April of 2019; and

WHEREAS, the Clean Water MN and Adopt-A-Drain programs promote water stewardship among residents who live within the District; and

WHEREAS, the MCWD recognizes the importance of an informed and involved citizenry in protecting water resources; and

WHEREAS, the MCWD works in partnership with its communities to protect and improve water quality; and

WHEREAS, the MCWD's work with the City of Edina to promote Adopt-A-Drain program to its residents supports a community partner's work while advancing the MCWD's water quality goals.

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the District Administrator to contract with the city of Edina and Hamline University's Center for Global and Environmental Education on implementation of the Adopt-a-drain program

Resolution Number 19-058 was moved by Manager _____, seconded by Manager _____.
Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: May 23, 2019

Secretary

Date: _____

**AGREEMENT AMONG
MINNEHAHA CREEK WATERSHED DISTRICT, CITY OF EDINA and
HAMLINE UNIVERSITY CENTER FOR GLOBAL ENVIRONMENTAL EDUCATION for
IMPLEMENTATION OF THE ADOPT-A-DRAIN PROGRAM**

This agreement is entered into by the Minnehaha Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (MCWD), the City of Edina, a Minnesota municipal corporation (Edina), and the Trustees of Hamline University of Minnesota, a Minnesota nonprofit organization, d.b.a. the Hamline University Center for Global and Environmental Education (CGEE).

The purpose of this agreement is to provide for the implementation of the Adopt-A-Drain program within Edina (the Project). The Project will encourage residents to commit to keeping a storm drain near their homes clear of leaves, trash, grass clippings and other debris that could pollute the waterbodies receiving runoff from the drain.

Recitals

WHEREAS MCWD’s Water Management Plan describes education and outreach efforts as critical to its achieving the water resource protection and improvement goals established in the plan;

WHEREAS the Adopt-A-Drain program has been developed by CGEE to increase the capacity of individual members of the public to take direct action to contribute to the protection of water resources;

WHEREAS Edina operates its municipal stormwater-management system under the state Municipal Separate Storm Sewer System (MS4) general permit, and implementation of the Project in Edina will accrue to the benefit of Edina’s fulfillment of its MS4 permit obligations;

WHEREAS Edina, MCWD and CGEE wish to collaborate on the implementation of the Project in the Minnehaha Creek watershed in Edina, and all parties acknowledge that their ability to achieve Project objectives depends on each party satisfactorily and promptly performing individual obligations and working cooperatively with the other parties; and

WHEREAS Minnesota Statutes section 471.59 authorizes Edina and MCWD to enter this cooperative agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, including the obligations of mutual consideration, the sufficiency of which is hereby acknowledged, CGEE, Edina and MCWD agree as follows:

1 CGEE RIGHTS AND OBLIGATIONS

1.1 Scope of Work. CGEE will perform services in accordance with this agreement and as described in the scope of services attached to and incorporated into this agreement as Exhibit A. (The tasks assigned in Exhibit A to CGEE are hereinafter referred to as “the Services.”) The terms and schedules of Exhibit A are binding on CGEE as terms hereof. CGEE will furnish all materials, equipment, tools, labor and expertise needed to complete its obligations with regard to the Services.

1.2 Compensation. CGEE will be compensated by Edina for the Services in accordance with Exhibit A. CGEE will maintain all records pertaining to fees or costs incurred in connection with the Project for six years from the date of completion of the Project. CGEE agrees that any authorized Edina representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

1.3 Permits; Oversight; Compliance With Laws. As among the parties, CGEE will obtain any permits, licenses and approvals necessary for the Services, and will ensure that the Services are completed in accordance with applicable law and regulatory standards and criteria, if any, except that CGEE is not responsible for and will perform no oversight role with regard to MCWD's or Edina's work on or contributions to the Project.

In performing the Services, CGEE will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

1.4 Subcontracting. CGEE will subcontract performance of certain of the Services as described in Exhibit A. No subcontractor to CGEE may act as the agent, representative or employee of MCWD or Edina in any manner, and will not be entitled to any compensation, rights or benefits of any kind from MCWD or Edina. CGEE will not otherwise assign, subcontract or transfer any obligation or interest in this agreement or any of the Services without the written consent of MCWD and Edina and pursuant to any conditions included in that consent. MCWD and Edina's consent to the subcontracting described in this paragraph (1.4) and Exhibit A or MCWD or Edina's written consent to any other subcontracting does not relieve CGEE of its responsibility to perform the Services or any part thereof, nor in any respect its duty of care, insurance, indemnification, duty to defend or agreement to hold harmless with respect to the Services. CGEE is responsible to MCWD and Edina for the conformance of all subcontractors with insurance obligations; warranties; obligations to defend, indemnify and hold harmless; and document-retention requirements of this agreement in the same manner as those sections bind CGEE. Any subcontractor fees and subcontractor direct costs, as incurred by CGEE, will be reimbursed by MCWD or Edina only in accordance with MCWD or Edina's written approval of the subcontract arrangement.

1.5 Duty of Care and Indemnification. CGEE will perform the Services in accordance with due professional care. CGEE will hold MCWD and Edina, their officers, board members, employees and agents harmless, and will defend and indemnify MCWD and Edina, with respect to all actions, costs, damages and liabilities of any nature arising from (a) CGEE's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty; or (b) a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by CGEE to MCWD or Edina. For any claim subject to indemnification under this paragraph by an employee of CGEE or a subcontractor, the indemnification obligation is not limited by a limitation on the amount or type of damages,

compensation or benefits payable by or for CGEE or a subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

CGEE obligations to perform under the contract are not contingent on performance by either Edina or MCWD of their tasks or obligations under this agreement, except CGEE will not be in breach of its obligations under the agreement for failure to perform in the event of failure of Edina to provide compensation in accordance with paragraph 3.2 of the agreement.

1.6 Insurance. At all times during the term of this agreement, CGEE will have and keep in force the following insurance coverages:

- A. General: \$1.5 million each occurrence and aggregate, covering completed operations and contractual liability on an occurrence basis.
- B. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- C. Workers' compensation: in accordance with legal requirements applicable to CGEE.

CGEE will not commence work until it has filed with MCWD a certificate of insurance clearly evidencing the required coverages and naming MCWD and Edina each as an additional insured for general liability, along with a copy of the additional insured endorsement establishing coverage for CGEE' work as primary coverage on a noncontributory basis. The certificate will name both MCWD and Edina as a holder and will state that both MCWD and Edina will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as CGEE.

2 MCWD RIGHTS AND OBLIGATIONS

2.1 Scope of Work. MCWD, in consultation with Edina, will direct implementation of the Project and contribute to engagement efforts as described in Exhibit A in accordance with the terms of this agreement. MCWD will furnish all materials, equipment, tools, labor and expertise needed to complete its responsibilities under this agreement and Exhibit A, except as specifically provided otherwise in Exhibit A.

MCWD, in consultation with Edina, in writing may at any time suspend work or amend the scope of services in Exhibit A to delete any task or portion thereof. Authorized work by CGEE on a task deleted or modified by MCWD will be compensated in accordance with paragraph 3.2 herein. Time is of the essence in the performance of the Services.

2.2 Indemnification. MCWD will indemnify, defend and hold harmless CGEE, its officers, employees and agents, from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by MCWD that is the basis for MCWD's liability in law or equity.

3 EDINA'S RIGHTS AND OBLIGATIONS

- 3.1 Scope of Work. Edina will contribute to the implementation of the Project as described in Exhibit A. Edina will furnish all materials, equipment, tools, labor and expertise needed to complete its responsibilities under this agreement and Exhibit A, except as specifically provided otherwise in Exhibit A.
- 3.2 Compensation. Edina will compensate CGEE for the Services on an hourly basis and reimburse direct costs in accordance with Exhibit A. Invoices will be submitted monthly for work performed and expenses incurred during the preceding month. Payment for undisputed work will be due within 35 days of receipt of invoice. Direct costs not specified in Exhibit A will not be reimbursed except with prior written approval of Edina. Subcontractor fees and subcontractor direct costs, as incurred by CGEE, will be reimbursed by Edina at the rate specified in Edina's written approval of the subcontract arrangement.
- The total payment for the Services will not exceed \$4634.50 annually. Total payment means all sums to be paid whatsoever, including but not limited to fees and reimbursement of direct costs and subcontract costs, whether specified in this agreement or subsequently authorized by Edina.
- 3.3 Compliance Credit. Edina may apply any and all credit generated by the Project toward its obligations, goals and requirements imposed by state and federal regulatory programs, including but not limited to the National Pollutant Discharge Elimination System.
- 3.4 Indemnification. Edina will indemnify, defend and hold harmless CGEE, its officers, employees and agents, from any and all actions, costs, damages and liabilities, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct by Edina that is the basis for Edina's liability in law or equity. Edina does not waive any immunity or limitation on liability pursuant to Minnesota Statutes Chapter 466.

GENERAL TERMS

4. Costs. Except for reimbursement and compensation as specifically provided for herein, each party will bear the internal and incidental costs of its participation in the Project.
5. Independent Relationship. MCWD's management of, and MCWD's and Edina's contributions to the Project notwithstanding, CGEE is an independent contractor under this agreement. CGEE will select the means, method and manner of performing the Services. Nothing herein contained is intended or should be construed to constitute CGEE as the agent, representative or employee of MCWD or Edina in any manner. Personnel performing the Project on behalf of CGEE or a subcontractor will not be considered employees of MCWD or Edina, and will not be entitled to any compensation, rights or benefits of any kind from MCWD or Edina.

Only contractual remedies are available for the failure of a party to fulfill the terms of this agreement.

As to Edina and MCWD, this agreement does not create a joint powers board or organization within the meaning of Minnesota Statutes section 471.59, and neither Edina

nor MCWD agrees to be responsible for the acts or omissions of the other pursuant to subdivision 1(a) of the statute. MCWD and Edina enter this agreement solely for the purposes of the Project. Accordingly, with respect to any and all activity undertaken pursuant to this agreement, MCWD and Edina will hold harmless, defend and indemnify the other, its officers, employees and agents for all claims, damages, liabilities, losses and expenses asserted against either or both of the other parties at any time by a third party, including any governmental body, arising from, in whole or in part by any negligent act or omission or willful misconduct of the indemnifying party, the indemnifying party's officers, agents, employees or subcontractors. This agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party. Neither MCWD nor Edina waives any the limitation of liability provided under Minnesota Statutes chapter 466.

6. Term and Termination. This agreement becomes effective when fully executed and will remain effective until January 31, 2021, unless earlier terminated as set forth herein. Insurance obligations; duties of care; obligations to defend, indemnify and hold harmless; and document-retention requirements will survive the completion of the Services and/or termination of the agreement.

MCWD or Edina may terminate this agreement at its convenience, by a written termination notice stating specifically what prior authorized or additional tasks or services it requires CGEE to complete. CGEE will receive full compensation for all authorized work performed, except that CGEE will not be compensated for any part performance of a specified task or service if termination is due to CGEE's breach of this agreement.

7. Waiver. The failure of any party to insist on the strict performance by another party of any provision or obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish the party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver by a party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by another.

Notwithstanding any other term of this agreement, neither MCWD nor Edina waives any immunity in tort. This agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

8. Data and Information

Subject to paragraph 10, all data and information obtained or generated by CGEE in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the data and information are contained, documented or memorialized, are the property of MCWD.

MCWD may immediately inspect, copy or take possession of any materials on written request to CGEE. On termination of the agreement, CGEE may maintain a copy of some

or all of the materials except for any materials designated by MCWD as confidential or non-public under applicable law, a copy of which may be maintained by CGEE only pursuant to written agreement with MCWD specifying terms.

9. Data Practices; Confidentiality. If CGEE receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) CGEE possesses or has created as a result of this agreement, it will inform MCWD and Edina immediately and transmit a copy of the request. If the request is addressed to MCWD or Edina, CGEE will not provide any information or documents, but will direct the inquiry to MCWD or Edina. If the request is addressed to CGEE, CGEE will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with the named party and its legal counsel before replying. Nothing in the preceding sentence supersedes CGEE's obligations under this agreement with respect to protection of MCWD or Edina data, property rights in data or confidentiality. Nothing in this section constitutes a determination that CGEE is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

CGEE agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by MCWD and so denominated by MCWD. CGEE will not use any such materials for any purpose other than performance of the Project without MCWD written consent. This restriction does not apply to materials already possessed by CGEE or that CGEE received on a non-confidential basis from MCWD or another party. Consistent with the terms of this section 9 regarding use and protection of confidential and proprietary information, CGEE retains a nonexclusive license to use the materials and may publish or use the materials in its professional activities. Any CGEE warranty under this agreement does not extend to any party other than MCWD or to any use of the materials by MCWD other than for the purpose(s) for which CGEE is compensated under this agreement.

10. Property Rights; License. Except as otherwise specified herein, all property furnished to or for the use of CGEE or a subcontractor by MCWD, and all property and data purchased or created by CGEE for the Project, and not fully used in the performance of the Project, including but not limited to equipment, supplies, materials and data, both hard copy and electronic, are the property of MCWD and will be returned to MCWD at the conclusion of the performance of the Project, or sooner if requested by MCWD, except that all rights, title and interest in the Adopt-A-Drain concept, logo and source material (collectively, the AAD Material) to be utilized by CGEE in performing the Services and implementing the Project, including copyrights and the right to license the AAD Material to other users, are and will remain the property of the CGEE. CGEE assigns to MCWD and Edina a perpetual, nonexclusive, royalty-free worldwide license to effect the purposes of the Project and perform their obligations under this agreement, including utilizing the AAD Material in derivative works as described in Exhibit A. MCWD and Edina may reproduce, distribute and publicly display the source material. "Source material" for purposes of this agreement is defined to include all text, graphic designs, logos, photographic images, video and sound recordings created for purposes of the developing the AAD Material, whether or not such

text, graphic designs, logos, photographic images, video or sound recordings are used in the production of a derivative works.

CGEE represents and warrants, by signing this agreement, that it owns all rights, title and interest in the ADD Material, as well as the authority to grant to MCWD and Edina the license described herein.

MCWD assigns to CGEE and Edina a perpetual, nonexclusive, royalty-free worldwide license to utilize data collected for purposes and in the course of implementation of the Project, including summary data on participants and evaluative data except that any use of participant data by CGEE and Edina must comport with Minnesota Statutes section 13.356 and no participant who has not consented in writing to contact by CGEE may be directly contacted by CGEE via telephone, electronic mail or other electronic means of correspondence.

Any property including but not limited to materials supplied to CGEE by MCWD or Edina or deriving from MCWD or Edina is supplied to and accepted by CGEE as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, CGEE's duty of professional care under paragraph 1.5, above, does not extend to materials provided to CGEE by MCWD or Edina or any portion of the Services that is inaccurate or incomplete as the result of CGEE's reasonable reliance on those materials.

ii. Notices

Any written communication required under this agreement to be provided in writing will be directed to the other party as follows:

MCWD:

Administrator
Minnehaha Creek Watershed District
15320 Minnetonka Blvd.
Minnetonka MN 55345

Edina:

Water Resources Coordinator
City of Edina
JWilson@EdinaMN.gov
952-826-0445
7450 Metro Boulevard
Edina MN 55439

CGEE:

Shawn Hubert
Assistant Dean for Administration
Hamline University

Shubert01@hamline.edu

1536 Hewitt Ave.

Saint Paul, MN 55104

The above individuals may in writing delivered to the other parties designate another individual to receive communications under this agreement.

12. Choice of Law, Venue and Jurisdiction

This agreement will be construed under and governed by the laws of the State of Minnesota.

13. Whole Agreement

The entire agreement among the three parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the Project. Any modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties hereto. MCWD may amend this agreement only by action of its board of managers acting as a body.

{Signature page follows.}

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this agreement.

THE TRUSTEES OF HAMLINE UNIVERSITY OF MINNESOTA

_____ Date: _____
By _____
Its _____

CITY OF EDINA

_____ Date: _____
By _____
Its _____

MINNEHAHA CREEKWATERSHED DISTRICT

_____ Date: _____
By James Wisker
Its Administrator

Exhibit A

Scope of Services and Budget^[A1]

Scope of Work: Adopt a Drain Minnehaha Creek Watershed District in Edina, MN

I. Project summary

The Adopt-A-Drain (AAD) program improves water quality by empowering local community members to take visible, tangible, and meaningful action towards responsible management of water resources. Local residents are asked to “adopt a storm drain,” and commit to keeping the drain clear of leaves, trash, grass clippings and other debris that may pollute the water bodies receiving storm drain runoff (primarily local lakes, wetlands, Minnehaha Creek, and ultimately the Mississippi River). Residents sign up online to adopt a storm drain, display a sign in their yard, and act as clean water ambassadors to their neighborhoods.

II. MCWD will perform the following:

- Work with CGEE and its graphic designer to customize the branded Adopt-a-Drain materials for Edina, as needed.
- Promote the program and recruit participants to adopt drains with a focus on Edina residents who live within MCWD’s boundaries
- Act as the primary contact for participants within the Minnehaha Creek watershed district.

III. Edina will perform or provide the following:

- Provide CGEE with geographic information system data for the website, as needed.
- Promote the program and recruit participants to adopt drains.
- Support MCWD as the primary contact for participants within the Minnehaha Creek watershed district.
- Compensate CGEE for up to 200 signs total, for all Adopt-A-Drain programs in which Edina is a participant.

IV. CGEE will perform or provide the following:

- A. Communications with participants: CGEE will provide communication with participants from Edina over a 2-year time period. This includes sending welcome materials, answering questions sent to the Adopt-a-Drain email account, and gathering data on debris collected. Participants will be asked to report debris removed from catch basins 2x yearly, in the fall and spring.
 - a. Welcoming New Adoptees
 - 1. Monitoring Adopt-a-Drain website for new adoptions
 - 2. Export data from site
 - 3. Creating and maintaining a list of participants, including
 - a. Name
 - b. Address
 - c. Email
 - d. Date of sign up

- e. Debris reported
 - f. Personalizing letter
 - g. Assembling welcome packets
 - b. Adopt a Drain Email
 - 1. Monitor Email
 - 2. Answer questions sent by participants
 - c. Reporting
 - 1. Collect data on debris reporting
- B. Materials:
 - a. CGEE will provide and mail Welcome Packet materials and postage.
 - 1. Welcome Packets will be mailed within two weeks of participant sign-up
 - b. CGEE will provide and mail yard signs including posts

V. Program Evaluation:

CGEE Staff time for reporting results: Tasks include summarizing project from specific area and totaling number of participants, pounds of debris, storm drains adopted. This report will include an estimate of debris removed, calculated from an average of pounds removed per person reporting.

VI. CGEE Project management

- A. Communication and meetings with Minnehaha Creek Watershed District, the City of Edina, and internally with staff at CGEE
- B. Drafting and reviewing budgets, proposals and reports
- C. Managing website, graphic design and printing projects
- D. Project development and evaluation
- E. Implementation oversight

2019-2020 Adopt-a-Drain Budget
Edina

ITEM	NUMBER	RATE	COST
Welcome packets	200	\$5.00	\$1,000.00
Graphic design	2	\$80.00	\$160.00
Yard signs	200	\$14.00	\$2,800.00
Postage for mailing packets and signs	200	\$7.50	\$1,500.00
Packet and sign assembly	50	\$20.00	\$1,000.00
Tier 3 management and evaluation	20	\$80.00	\$1,600.00
SUBTOTAL			\$8,060.00
Administrative fee		15%	\$1,209.00
TOTAL			\$9,269.00
City of Edina			\$9,269.00