

RESOLUTION NO. 22-039
Riley-Purgatory-Bluff Creek Watershed District
Board of Managers

**Approving and authorizing execution of amendment of the agreement with
Houston Engineering for database technical support**

Manager _____ offered and Manager _____ seconded the following resolution and moved its adoption:

WHEREAS Minnesota Statutes section 103D.335, subdivision 13, allows watershed district managers to enter into contracts to implement the work of the watershed district;

WHEREAS Riley-Purgatory-Bluff Creek Watershed District entered into a contract for services with Houston Engineering Inc. on February 5, 2020, (the Agreement) for the development and deployment of a permitting and cost-share program database, based on Houston's MS4Front platform, and RPBCWD staff have worked closely with Houston under the agreement to develop and deploy the database;

WHEREAS the Agreement provides for completion of a scope of services for development of an MS4Front database and a one-year license for RPBCWD's use of the database, and the Agreement includes an option for RPBCWD to extend the license for a second year at a cost of \$6,000 but though the Agreement does not, on its terms, include such extension and the RPBCWD Board of Managers' December 11, 2019, authorization of the Agreement does not include the second-year extension, Houston Engineering has continue to allow and facilitate use of the database for a second year;

WHEREAS though the scope of services under the Agreement included programming of the MS4Front database to include functionality for both the regulatory program and the cost-share program, unexpected additional programming requirements and expenditures for the regulatory component precluded completion of the necessary programming and data input for the cost-share program; and

WHEREAS, in addition, RPBCWD staff have identified the need for further technical support and completion of database development for tracking of capital projects and other additional services and Houston Engineering has developed a scope of services for completion of the prior scope as well such additional services as have been requested by staff and a license for a third year of use of the database, and RPBCWD staff recommend that the managers retroactively authorize the second-year license and the amendment of the February 5, 2020, agreement to provide such additional support.

NOW THEREFORE BE IT RESOLVED that the RPBCWD Board of Managers exercises the option to extend the license for use of the MS4Front database under the Agreement for a second year, October 1, 2021, to September 30, 2022, at a cost not to exceed \$6,000; approves the amendment of HEI agreement attached hereto, adding not-to-exceed \$26,000 to the scope of

work, and authorizes the interim district administrator to execute, on advice of counsel, the amendment with nonsubstantive revisions necessary to implement the purpose of the amendment and the intent of the board.

The question was on the adoption of the resolution and there were ____ yeas and ____ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
CRAFTON				
KOCH				
PEDERSEN				
ZIEGLER				

Upon vote, the president declared the resolution _____, on this 4th day of May, 2022.

* * * * *

I, Dorothy Pedersen, secretary of the Riley-Purgatory-Bluff Creek Watershed District, hereby certifies that I have compared the above resolution with the original thereof as the same appears of record and on file with RPBCWD and find the same to be a true and correct transcription thereof, and further that the resolution is in full force and effect on this date, and Resolution 22-039 has not been modified, amended or rescinded since its adoption.

IN TESTIMONY WHEREOF, I set my hand this ____ day of _____, 2022.

Dorothy Pedersen, Secretary

Attachment

Amendment of the February 5, 2020, agreement between
Riley-Purgatory-Bluff Creek Watershed District and
Houston Engineering Inc.

DRAFT

**Amendment of the agreement between
Riley-Purgatory-Bluff Creek Watershed District and
Houston Engineering Inc.**

**MS4Front permitting and cost-share database – second- and third-year license and
additional database-development technical services**

This amendment is made by Riley-Purgatory-Bluff Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (RPBCWD), and Houston Engineering Inc., a private North Dakota corporation (HEI) to provide for completion of an additional scope of technical support for development and use of RPBCWD's MS4Front database software, which was the subject of the February 5, 2020, agreement between the parties (the Agreement). In consideration of the terms and conditions set forth herein and the mutual exchange of consideration, the sufficiency of which hereby is acknowledged, RPBCWD and HEI agree to amend the Agreement as follows:

1. Scope of Work

HEI will perform the services and provide the software license described in and specified in the April 25, 2022, technical-support scope of services and license renewal, attached hereto and incorporated herein as Exhibit A1. On execution of this amendment, the services described in Exhibit A1 become part of "the Services," as that term is defined and used in the Agreement, and the license renewal described in Exhibit A1 becomes part of "the License," as that term is defined and used in the Agreement, and performance by HEI of the services and provision of the license subscription as described by Exhibit A1 are subject to all terms and conditions provided in the Agreement, except as explicitly modified by this amendment.

2. Compensation

RPBCWD will compensate HEI for the services described in Exhibit A1 on hourly basis for completed work as described in and in accordance with Exhibit A1, and RPBCWD will compensate HEI for the License as described in and in accordance with Exhibit A1. Payment for all services described in Exhibit A1 is subject to the terms and conditions for the Services as provided in the Agreement.

The total payment for the Services described in Exhibit A1 will not exceed \$20,000 and total payment for the License under Exhibit A1 will not exceed \$6,000. Total payment in each respect 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 the administrator.

Further, the Agreement is modified to include authorization of the second year of the License, at a cost not to exceed \$6,000, and total payment for the Services under the Agreement is amended to \$51,000.

Total payment under the Agreement and this amendment, together, will not exceed \$77,000.

Except as expressly revised by this amendment, the terms of the Agreement remain in full force and effect.

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

Houston Engineering Inc.

_____ Date: _____
By _____
Its _____

Approved as to Form and Execution

RPBCWD Attorney

Riley-Purgatory-Bluff Creek Watershed District

_____ Date: _____
By Terry Jeffery
Its Interim District Administrator

Exhibit A1
Scope of Services
April 25, 2022

Draft

Scope of Services – Houston Engineering Inc.

April 25, 2022

Overview

Houston Engineering (HEI) will provide professional consulting services for MS4Front software, including services in response to configuration requests, report creation, data importing and GIS technical support for Riley Purgatory Bluff Creek Watershed District (RPBCWD). HEI will perform these services in support of RPBCWD's permit, grant, capital projects and GIS programs. This scope of work describes provision of specialized skills that do not exist among RPBCWD staff to assist with staff capacity to complete technical work.

Task 1: Software Configuration, Report Creation and GIS Technical Support

HEI will provide technical support as requested on a time and materials basis by RPBCWD from March 3, 2022, thru December 31, 2022. These services typically include MS4Front configuration, data migration, MS4Front public application design and programming, MS4Front report creation and management of RPBCWD ArcGIS online account with integration into MS4Front. These services may also include GIS data creation, migration, map production or other technical tasks requested by RPBCWD.

The primary focus of the 2022 work will consist of these components. This may vary and be changed as RPBCWD prioritizes its needs for 2022. This scope of work provides flexibility by letting RPBCWD control the work performed by HEI. Preliminary needs include:

- Develop MS4Front public grant applications for Watershed Stewardship, Education and Action grant programs.
- Configuration and program workflows for three grant programs.
- Assist with report creation for the grant programs.
- Creation of additional reports for the permit program.
- GIS data layer updates to ArcGIS online for support of MS4Front integration.

HEI will only complete requests as authorized by the RPBCWD. The RPBCWD administrator and grant coordinator will be designated as the authorized individuals to approve technical support requests. RPBCWD will supply an email as authorization to complete a technical support request. HEI will provide an estimate of the amount of time to complete the request, if requested by RPBCWD. These services will be billed as time and materials in ¼ hour increments. The requests will be billed for time beginning at the start of the request. For 2022, technical support will be billed as time and materials using the 2022 HEI rate schedule below. The request will generally be handled via web meetings, phone, or email.

Total scope of work: \$20,000.

Table 1 HEI Rates

GIS Intern	\$64
GIS Analyst 1	99
GIS Analyst 2	109
GIS Analyst 3	119
GIS Analyst 4	130
GIS Analyst 5	140
GIS Analyst 6	150
Project Manager 1 – Technology	152
Project Manager 2 – Technology	168
Project Manager 3 – Technology	196
Software Engineer 1	\$115
Software Engineer 2	129
Software Engineer 3	139
Software Engineer 4	149
Software Engineer 5	160
Software Engineer 6	170

Task 2: MS4Front License Annual Subscription

The anniversary date of RPBCWD’s annual subscription to MS4Front is on October 1st each year. This task includes an annual subscription for the period October 1, 2022, to September 30, 2023, at a cost not to exceed \$6,000. HEI will invoice RPBCWD for the October 2022 to September 2023 license on or about October 1, 2022.