



**NBWW EXECUTIVE BOARD MEETING AGENDA**

- 1. Call meeting to order**
- 2. Roll call**
- 3. Public comment**
- 4. Meeting minutes approval**
  - a. April 8, 2026 NBWW Special Joint EB & MC meeting minutes approval
- 5. Financials**
  - a. NBWW revenues & expenditures ratification
  - b. NBWW budget review
- 6. Old business**
  - a. Geosyntec Nutrient Assessment Reduction Plan (NARP) Proposal Approval
  - b. Grand Valley State University 2026 Microbial Source Tracking Proposal Approval
  - c. Monitoring Committee updates
- 7. New business**
  - a. Discussion Item: NBWW Quality Assurance Project Plan (QAPP) Amendment
  - b. Discussion Item: 2026 Draft Illinois Integrated Water Quality Report NBWW Public Comments
- 8. Member remarks**
- 9. Next meetings:**
  - a. NBWW Executive Board Meeting, June 10, 2026, Deerfield, Village Hall, 850 Waukegan Rd, Deerfield, IL 60015 (**2<sup>nd</sup> Floor Meeting Room 206**); 2:00pm – 3:00pm
- 10. Adjournment**



## NBWW JOINT EXECUTIVE BOARD & MONITORING COMMITTEE MEETING MINUTES

### 1. Call Meeting to Order

Brandon Janes, North Branch Chicago River Watershed Workgroup (NBWW) President, called the meeting to order at 1:01pm.

### 2. Roll call

- a. Executive Board roll call: Executive Board members present were **Brandon Janes** (President), Village of Deerfield; **Keeley Evans**, Village of Northbrook (Vice President); **Chuck Bodden**, North Shore Water Reclamation District (NSWRD); **Rob Flood**, NSWRD and Monitoring Committee Chair; **Robyn Flakne**, Village of Glenview (board member arrived at agenda item 4a – 1:03pm); and **Matt Ueltzen**, Lake County Forest Preserve District (LCFPD) (board member arrived at agenda item 5c – 1:12pm). A roll call was performed, and an NBWW Executive Board quorum was present.
- b. Monitoring Committee roll call: **Rob Flood**, NSWRD and Monitoring Committee Chair; **Alana Bartolai**, Lake County Health Department; **Chris Johnson**, Sierra Club; **Janice Aull**, Skokie Consolidated Drainage District (SCDD); **Cecylia Wszolek**, Village of Lincolnshire; **Mike Warner**, Gewalt Hamilton. A roll call was performed, and an NBWW Monitoring Committee quorum was present.

A full list of meeting attendees is at the bottom of the meeting minutes.

### 3. Public Comment – None

### 4. Meeting minutes approval

- a. **Approve January 14, 2026 NBWW Executive Board meeting minutes approval**  
Bodden motioned to accept January 14, 2026 Executive Board meeting, seconded by Evans. The motion passed via consensus vote.
- b. **Approve January 14, 2026 NBWW Monitoring Committee meeting minutes approval**  
Aull motioned to accept the January 14, 2026 Monitoring Committee meeting, seconded by Bartolai. The motion passed via consensus vote.

### 5. Financials

- a. Ratify NBWW Revenues-Expenditures:  
Ashley Strelcheck, NBWW Meeting Coordinator, presented the expenditures and revenues to the NBWW Executive Board for ratification. There were no questions. Evans motioned to ratify the revenues and expenditures, seconded by Flakne. The motion passed via a roll call vote; Janes – aye, Evans - aye, Bodden – aye, Flood - aye, Flakne – aye (5-0).
- b. NBWW Budget review:  
Strelcheck presented the 2026 NBWW budget to the workgroup members. There were no questions.
- c. Sponsorship request: Lake-McHenry County MS4 Workshop \$250  
Strelcheck presented the Lake-McHenry MS4 Workshop “Effective Green Infrastructure” sponsorship to the



NBWW Executive Board for consideration. This event is similar to last year's workgroup sponsored event with a different NPDES emphasis on managing green infrastructure. The sponsorship request is \$250. Flood motioned to sponsor the Lake-McHenry County MS4 Workshop in the amount of \$250, seconded by Flakne. The motion passed via a roll call vote; Janes – aye, Evans - aye, Bodden – aye, Flood - aye, Flakne – aye and Ueltzen – aye (6-0).

## **6. Old Business**

### **a. Response to remaining NBWW NARP comments – determine next steps**

The NBWW discussed next steps for potentially addressing the remaining Dr. JoAnn Burkholder and Albert Ettinger NBWW Nutrient Assessment Reduction Plan (NARP) feedback and comments (submitted November 19, 2025 & December 15, 2025). The NBWW did not have enough time before the December 31, 2025 NBWW NARP deadline to address these comments and meet the Illinois EPA's NARP submission deadline. The NBWW expressed an interest to respond to these remaining comments given previous conversations with Illinois EPA staff and their request to applicants to respond to outstanding comments on submitted NARPs. The workgroup members agreed with this approach and a few considerations were made for responding back to the Illinois EPA. The considerations included: keeping in mind non-point sources (MS4 roles), highlighting the Skokie Lagoons in the response (not addressed in the feedback at all) and reflecting on POTWs as the highest price point for pounds of Total Phosphorus when it comes to return on investment. The workgroup requested that the draft proposal Geosyntec submitted as part of this meeting be brought to the May NBWW meeting as an agenda item as a vote for approval so Geosyntec can start addressing the remaining comments/feedback.

### **b. IPS Model training presentation & discussion**

Stephen McCracken and Deanna Doohaluk, The Conservation Foundation, gave a presentation to the NBWW members on what the IPS tool is and the relationship of biological health in relation to watershed health (and NPDES permits) and it's relationship to their NARP. The DuPage River Salt Creek Watershed Workgroup (DRSCW) utilized the IPS model (first in 2006) to help identify likely candidates of observed degradation in the watershed and using biological assessment to provide a picture of the overall community response to all watershed stressors. DRSCW was able to use nutrient thresholds for the IPS model for Total Phosphorus and approached their NARP through (IPS model driven – restorability/protect) physical restoration projects to target priority stressors in the watershed. The IPS model has allowed DRSCW to select priority sites for restorability (through variable scores) and assess cost-benefit scenarios. The DRSCW, Conservation Foundation and MBI are teaming up with local watershed workgroups to set up a Fall 2026 training on the IPS model and would like NBWW participation. The Conservation Foundation staff will reach out to the NBWW with a scope of work and breakdown of costs for the training (shared regionally with local watershed workgroups).

## **7. New Business**

### **a. New Member Vote: Vetaclear**

Evans motioned to approve Vetaclear as a new NBWW member (FY26 membership dues and signed agreement have been received), seconded by Bodden. There were no questions. The motion passed via consensus vote.

### **b. 2026 Microbial Source Tracking Proposal**

Strelcheck presented the Grand Valley State University (GVSU) FY26 draft SOW for the 5 highest E.coli sites in the watershed (NBWW sites) averaged based on 2023-2025 data and performing (4) dry weather and (1) wet



**NBWW Joint Executive Board &  
Monitoring Committee Meeting**

Wednesday, April 8, 2026 at 1:00pm – 3:00pm  
Village of Deerfield, Village Hall  
850 Waukegan Rd, Deerfield, IL 60015

weather monitoring events in 2026 for human, goose and ruminant markers. A breakdown of the costs was also provided for consideration. There was a discussion on pursuing this proposal verses changing the scope of work to strictly analyzing for only human markers moving forward. The workgroup decided they would like to rule out the goose and ruminant markers (and/or see the extent of those markers) before creating a human marker only approach for E.coli. The workgroup will re-visit this approach in the late summer after some initial results for 2026. The formal GVSU FY26 Microbial Source Tracking Proposal will be included in the May NBWW meeting agenda for approval.

c. E.coli Summary Outline Feedback

Strelcheck requested this agenda item be tabled given the lack of time in left in the meeting. NBWW Members agreed. NBWW members are encouraged to continue to send feedback on the draft outline to Strelcheck. A question was raised about potential funding opportunities for this kind of funding and the Illinois EPA Section 604(b) Program that may be a good fit. The NBWW would need to amend their current Quality Assurance Project Plan (QAPP) to incorporate E.coli monitoring to qualify for this funding source.

**8. Member Remarks - None**

**9. Next Meetings:**

- a. NBWW Monitoring Committee Meeting, May 13, 2026, 12:30pm – 1:30pm; Deerfield, Village Hall, 850 Waukegan Rd, Deerfield, IL 60015 (**2<sup>nd</sup> Floor Meeting Room 206**)
- b. NBWW Executive Board Meeting, May 13, 2026, 2:00pm – 3:00pm; Deerfield, Village Hall, 850 Waukegan Rd, Deerfield, IL 60015 (**2<sup>nd</sup> Floor Meeting Room 206**)

**10. Adjournment – 3:03pm**

- a. Bodden motioned to adjourn, seconded by Flood. The motion passed with a unanimous vote.

**NBWW Executive Board and Monitoring Committee Meeting Attendees**

NAME	ORGANIZATION
Alana Bartolai	Lake County Health Department
Anna Niedzinski	Lake County Stormwater Management Commission (virtual)
Ashley Strelcheck	Lake County Stormwater Management Commission, NBWW Coordinator
Brandon Janes	Village of Deerfield, NBWW President
Brian Valleskey	Baxter & Woodman
Chris Johnson	Illinois Sierra Club
Chris Yoder	Midwest Biodiversity Institute (MBI) (virtual)
Chuck Bodden	North Shore Water Reclamation District
Deanna Doohaluk	The Conservation Foundation
Ed Rankin	Midwest Biodiversity Institute (MBI) (virtual)
Janice Aull	Skokie Consolidated Drainage District
Josephine Meincke	North Shore Water Reclamation District
Keeley Evans	Village of Northbrook
Matt Ueltzen	Lake County Forest Preserve District (LCFPD)
Mike Warner	Gewalt Hamilton



NORTH BRANCH  
CHICAGO RIVER  
WATERSHED  
WORKGROUP

**NBWW Joint Executive Board &  
Monitoring Committee Meeting**

Wednesday, April 8, 2026 at 1:00pm – 3:00pm  
Village of Deerfield, Village Hall  
850 Waukegan Rd, Deerfield, IL 60015

NAME	ORGANIZATION
Rishab Mahajan	Geosyntec Consultants Inc.
Rob Flood	North Shore Water Reclamation District, NBWW Monitoring Committee Chair
Robyn Flakne	Village of Glenview
Stephen McCracken	The Conservation Foundation

DRAFT

## 2026 NBWW Revenues - Expenditures

### NBWW Revenues

Name	NBWW Actual Expense	NBWW Ratification Date	NBWW Ratification
FY2026 NBWW Membership Dues: Christopher B. Burke Engineering, Ltd.	\$ 200.00	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Illinois Sierra Club	\$ 200.00	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Vetaclear	\$ 200.00	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: City of Highland Park	\$ 6,084.41	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Union One Middle Fork Drainage District	\$ 1,000.00	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Lake County Forest Preserve District	\$ 939.90	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Metropolitan Water Reclamation District of Greater Chicago	\$ 200.00	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Lake County Division of Transportation	\$ 1,118.29	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Cook County Department of Transportation & Highways	\$ 1,323.52	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Vernon Township	\$ 1,002.86	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Lake County SMC	\$ 200.00	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Village of Deerfield	\$ 11,113.37	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: City of North Chicago	\$ 1,952.03	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Hey & Associates, Inc.	\$ 200.00	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Lake County Planning, Building & Development	\$ 2,338.35	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Friends of the Chicago River	\$ 200.00	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Village of Green Oaks	\$ 2,452.13	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Village of Skokie	\$ 1,751.58	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Union One West Fork Drainage District	\$ 1,000.00	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Village of Lincolnshire	\$ 1,746.46	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Village of Glencoe	\$ 2,144.68	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Libertyville Township	\$ 1,107.28	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Geosyntec Consultants, Inc.	\$ 200.00	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: West Deerfield Township	\$ 1,090.73	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Skokie Consolidated Drainage District	\$ 1,000.00	4/8/2026	NBWW ratified
FY2026 NBWW Membership Dues: Gewalt Hamilton	\$ 200.00		
FY2026 NBWW Membership Dues: Village of Riverwoods	\$ 1,938.13		
FY2026 NBWW Membership Dues: Engineering Resources Associates	\$ 200.00		
FY2026 NBWW Membership Dues: Chicago Botanic Garden	\$ 200.00		
FY2026 NBWW Membership Dues: Village of Wilmette	\$ 2,826.94		
FY2026 NBWW Membership Dues: City of Lake Forest	\$ 8,749.37		
FY2026 NBWW Membership Dues: North Shore Water Reclamation District	\$ 35,816.55		
FY2026 NBWW Membership Dues: Village of Bannockburn	\$ 2,229.06		
FY2026 NBWW Membership Dues: City of Waukegan	\$ 3,200.16		
FY2026 NBWW Membership Dues: Village of Winnetka	\$ 2,539.01		
FY2026 NBWW Membership Dues: Lake Forest Open Lands	\$ 200.00		
FY2026 NBWW Membership Dues: Illinois Department of Transportation	\$ 2,517.14		
FY2026 NBWW Membership Dues: City of Evanston	\$ 1,076.58		
	<b>\$ 102,458.53</b>		

### NBWW Expenditures

Name	NBWW Actual Expense	NBWW Ratification Date	NBWW Ratification
FY26 NBWW SMC Admin Quarter 1	\$ 7,318.33	4/8/2026	NBWW ratified
FY26 NBWW NSWRD Payment #1	\$ 4,363.75	4/8/2026	NBWW ratified
	<b>\$ 11,682.08</b>		

**North Branch Chicago River Watershed Workgroup (NBWW) Budget**

**Budget of Accounts - Revenues Expenditures**

<b>NBWW FY2026 Budget of Accounts</b>	<b>Projected 2025</b>	<b>Actual 2025</b>	<b>Projected 2026</b>	<b>Adjusted Projected 2026 Budget</b>	<b>Actual 2026</b>	<b>Projected 2027</b>	<b>Projected 2028</b>
<b>REVENUE</b>							
NBWW Membership dues (778-4230010-46010)	\$205,853.65	\$202,218.49	\$127,349.11	\$127,349.11	\$102,458.53	\$127,349.11	\$127,349.11
Carryover Addition (778-4230010-46010)	\$ 33,742.22	\$ 33,742.22	\$24,381.28	\$24,381.28	\$24,381.28	\$55,549.84	\$ 29,140.08
Account Interest (778-4230010-45350)		\$40.98					
<b>TOTAL REVENUE</b>	<b>\$239,595.87</b>	<b>\$236,001.69</b>	<b>\$151,730.39</b>	<b>\$151,730.39</b>	<b>\$126,839.81</b>	<b>\$182,898.95</b>	<b>\$156,489.19</b>
<b>EXPENSES - 778-4230010-71150</b>							
<b>2025</b>							
Consultants - Administrative & Technical Support	\$ 24,000.00	\$ 24,000.00					
Education & Outreach	\$ 1,500.00	\$ 716.16					
Contractual - Grand Valley State University Microbial Source Tracking	\$ 10,000.00	\$ 9,979.00					
Contractual - NSWDRD - Water Column Chemistry Monitoring & Sediment Analysis	\$ 26,355.00	\$ 25,585.00					
NARP Year 4	\$ 151,570.00	\$ 151,340.25					
<b>2026 - (Account Number: 778-4230010-71150)</b>							
Administrative & Technical Support (Lake County SMC)			\$ 24,000.00	\$ 24,000.00	\$ 7,318.33		
Water Column Chemistry Monitoring & Sediment Analysis (NSWRD)			\$ 26,618.75	\$ 26,618.75	\$ 4,363.75		
Education & Outreach			\$ 2,000.00	\$ 2,000.00			
NARP Year 4 (Geosyntec FY2025 Contract Ongoing December 2025)			\$ 229.75	\$ -			
Potential Contractual - NBWW NARP Response Comments			\$ 20,000.00	\$ 25,861.00			
Potential Contractual - Microbial Source Tracking			\$ 10,000.00	\$ 12,700.80			
Potential Contractual - MBI IPS Model Expense			\$ 5,000.00	\$ 5,000.00			
<b>2027 - (Account Number: 778-4230010-71150)</b>							
Consultants - Administrative & Technical Support						\$ 24,000	
Education & Outreach						\$ 2,500	
Contractual - Grand Valley State University Microbial Source Tracking						\$ 10,000	
Potential Contractual - NBWW Water Quality Summary Report						\$ 13,000	
Contractual - NSWDRD - Water Column Chemistry Monitoring & Sediment Analysis						\$ 27,000	
Consultants - MBI 25 Site Sampling (Year 1)						\$ 77,259	
<b>2028 - (Account Number: 778-4230010-71150)</b>							
Consultants - Administrative & Technical Support							\$ 24,000
Education & Outreach							\$ 3,000
Consultants - MBI 25 Site Sampling (Year 2)							\$ 56,687
Contractual - Grand Valley State University Microbial Source Tracking							\$ 10,000
Contractual - NSWDRD - Water Column Chemistry Monitoring & Sediment Analysis							\$ 27,500
<b>TOTAL EXPENDITURES</b>	<b>\$ 213,425.00</b>	<b>\$ 211,620.41</b>	<b>\$ 87,848.50</b>	<b>\$ 96,180.55</b>	<b>\$ 11,682.08</b>	<b>\$ 153,758.87</b>	<b>\$ 121,187.40</b>
<b>Unexpended Carryover/Reserve</b>	<b>\$26,170.87</b>	<b>\$24,381.28</b>	<b>\$63,881.89</b>	<b>\$55,549.84</b>	<b>\$115,157.73</b>	<b>\$29,140.08</b>	<b>\$35,301.79</b>

May 5, 2026

Brandon Janes, P.E.  
President  
North Branch Watershed Workgroup (NBWW)  
1045 Hackberry Road,  
Deerfield, Illinois 60015  
[bjanes@deerfield.il.us](mailto:bjanes@deerfield.il.us)

**Subject: Response to Comments received on NBWW NARP**

Dear Brandon

Geosyntec Consultants, Inc. (Geosyntec) has prepared this proposal to support NBWW in developing responses to comments received by the Illinois EPA on NBWW's Nutrient Assessment Reduction Plan (NARP).

## **BACKGROUND AND PROJECT UNDERSTANDING**

The NBWW developed the NARP to satisfy a special condition in the National Pollutant Discharge Elimination System (NPDES) permits of two major publicly owned treatment works (POTWs) in the North Branch Chicago River watershed. The NBWW hired a consultant team led by Geosyntec to develop the NARP, which was submitted to the Illinois EPA in December 2025. Illinois EPA has received comments, dated November 18, 2025, from JoAnn Burkholder, Ph.D. (Mississippi Collaborative) on the draft NARP. In addition, Albert Ettinger (Sierra Club) provided comments in an email dated November 19, 2025.

## **SCOPE OF WORK**

Geosyntec will develop a draft technical memorandum that will include detailed responses to the Dr. Burkholder's and Albert Ettinger's comments described above. The draft technical memorandum will be submitted to the NBWW Monitoring Committee for review and feedback. Geosyntec will present the responses at an in-person NBWW Monitoring Committee meeting. The draft memorandum will be revised based on feedback from the NBWW Committee. The NBWW will then submit the technical memorandum to the Illinois EPA.

**COMPENSATION**

Compensation for the work described above will be based on a time and materials basis at a project level. Our cost estimate for the services described in the proposal is \$25,861. A breakdown of our cost estimate is provided below.

<b>Position</b>	<b>Senior Principal</b>	<b>Principal</b>	<b>Professional</b>	<b>Senior Staff Professional</b>	<b>Project Administrator</b>	
<b>Hourly Rate</b>	<b>\$335</b>	<b>\$315</b>	<b>\$233</b>	<b>\$205</b>	<b>\$99</b>	
	<b>Labor Hours</b>					<b>Total Cost*</b>
1) Burkholder Responses	4	20	34	16	0	\$18,842
2) Ettinger Responses	1	2	4	0	0	\$1,897
3) Address Comments from NBWW	2	4	8	0	0	\$3,794
4) Project Management	0	0	4	4	4	\$1,328
<b>Cost (\$)</b>	<b>\$2,345</b>	<b>\$8,190</b>	<b>\$11,650</b>	<b>\$3,280</b>	<b>\$396</b>	<b>\$25,861</b>

\*No indirect costs involved

Brandon James  
May 5, 2026  
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## CLOSING

Geosyntec appreciates the opportunity to provide this change order to NBWW. If you have any further questions regarding this, please contact Rishab Mahajan at [rmahajan@geosyntec.com](mailto:rmahajan@geosyntec.com) or 630-203-3361

Sincerely,

*Rishab Mahajan*

Rishab Mahajan, P.E., CFM, BC.WRE  
Principal Engineer

Attachment 1: Confidential Geosyntec Rates

## ATTACHMENT 1: GEOSYNTEC CONSULTANTS 2025 U.S. RATE SCHEDULE

	<u>Rate/Hour</u>
Staff Professional	\$180
Senior Staff Professional	\$205
Professional	\$233
Project Professional	\$261
Senior Professional	\$290
Principal	\$315
Senior Principal	\$335
Technician I	\$95
Technician II	\$105
Senior Technician I	\$115
Senior Technician II	\$126
Site Manager I	\$137
Site Manager II	\$152
Construction Manager I	\$166
Construction Manager II	\$179
Senior Designer	
Designer	\$218
Senior Drafter/Senior CADD Operator	\$185
Drafter/CADD Operator/Artist	\$170
Project Administrator	\$153
Clerical	\$81
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	<i>Waived</i>
Specialized Computer Applications (per hour)	\$ 12
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$ .08

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index  
for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Construction management fee presented upon request.



## AGREEMENT TO PROVIDE SERVICES

### By and Between

**GRAND VALLEY STATE UNIVERSITY**

**And**

**North Branch Chicago River Watershed  
Workgroup**

1 Campus Drive

Allendale, Michigan 49401

("GVSU")

Attention: Marsely Kehoe

Telephone: 616-331-8531

E-mail: kehoema@gvsu.edu

500 W. Winchester Road, Suite 201,  
Libertyville, Illinois 60048

("NBCRWW")

Attention: Ashley Strelcheck

Telephone: 847-377-7710

E-mail: astrelcheck@lakecountyil.gov

North Branch Chicago River Watershed Workgroup wishes to retain Grand Valley State University to perform certain services ("**Services**") related to microbial source tracking (MST) services, including providing certain data and data reports ("**Reports**"), described in the statement of work, attached hereto as **Exhibit A ("Statement of Work")** and **Exhibit B ("Cost Estimate Breakdown")**. GVSU represents that it has sufficient training, expertise, and time to provide the Services and is willing to provide such Services as an independent contractor in accordance with the terms and conditions set forth in this agreement ("**Agreement**"). For the purposes of this Agreement, GVSU and NBCRWW may be referred to collectively as the "**Parties,**" or each a "**Party.**"

The Parties agree as follows:

1. **Scope of Services.** GVSU agrees to perform the Services set forth in the Statement of Work. GVSU will not perform any work in furtherance of such Services until this Service Agreement is fully executed.

2. **Payment.** GVSU will invoice NBCRWW in accordance with the fee schedule and payment schedule provided in the Statement of Work. NBCRWW will pay invoices in U.S. dollars within thirty (30) days of receipt and in accordance with invoice instructions.

3. **Reports.** Reports will be the property of NBCRWW. Notwithstanding anything to the contrary in this Agreement, NBCRWW grants to GVSU the right to use such Reports for research and educational purposes, including related publication purposes, subject to Section 7. In the event that GVSU intends to publish any information contained in the Reports, GVSU will give NBCRWW thirty (30) days prior written notice of such publication and will allow NBCRWW to review proposed publication to ensure GVSU's compliance with Section 7.

4. **Works Made for Hire.** The Parties specifically acknowledge and agree that the Services, the Model, the Reports, and any other results of the Services are considered “works for hire,” as that term is defined in the Copyright Law of the United States of America and upon NBCRWW’s payment of GVSU in full under this Agreement shall be the sole property of NBCRWW (subject to GVSU limited use rights described in Section 3).

5. **Title to Equipment, Supplies, and Materials.** Title to any equipment, supplies, and materials purchased by GVSU or NBCRWW for use by GVSU in performing the Services shall vest with and be retained by GVSU, notwithstanding any termination of this Agreement.

6. **Independent Contractors.** GVSU and NBCRWW are independent contractors, neither has the right or authority to bind the other in any way, and no personnel, employees, agents, or representatives of any party shall be deemed to be employees of the other.

7. **Confidential Information.** Should it be necessary for GVSU to receive NBCRWW’s Confidential Information (“**Confidential Information**”), NBCRWW agrees to mark the word “Confidential” on any such Confidential Information; or, if given orally, NBCRWW agrees to reduce such Confidential Information to writing and clearly mark it as “Confidential” within ten (10) days of the oral disclosure. GVSU will not disclose Confidential Information marked as provided above for a period of three (3) years from the date of disclosure unless we include a CRIIA statement where appropriate. Confidential Information does not include information that: (a) is known to the public or otherwise in the public domain at the time of disclosure; (b) becomes publicly known after disclosure by any means other than breach of this Agreement; (c) was already known to GVSU at the time of disclosure; (d) is obtained by GVSU, free of any obligations of confidentiality, from a third party

who has a lawful right to disclose it; (e) is independently generated by or for GVSU without use of such Confidential Information; or (f) is required by law or court order to produce. GVSU agrees to notify NBCRWW before producing any documents under this provision.

8. **Representations.** Each Party represents and warrants to the other that: (a) it has the legal right and power to enter into this Agreement and to perform its obligations hereunder; (b) the performance of its obligations under this Agreement will not conflict with its charter documents or any agreements, contracts, or other arrangements to which it is a party; (c) it is organized, validly existing, and in good standing under the laws of the applicable jurisdiction and has taken all necessary action to authorize the execution, delivery, and performance of this Agreement; and (d) upon execution and delivery of this Agreement, this Agreement shall constitute a valid and binding obligation of such Party, enforceable in accordance with its terms. NBCRWW represents that it will comply with all laws, rules, and regulations applicable to the jurisdiction where the Reports are used, including without limitation any export and import laws. NBCRWW acknowledges and agrees that (i) GVSU is an academic organization and, as such, may utilize methods that have not been accepted by standard-setting organizations or certified by government agencies; (ii) the Services are not performed under Good Laboratory Practices, as that term is defined by federal regulations; (iii) the results of the Services, including the Reports, are not to be used for clinical medicine diagnosis, treatment, or similar purposes; and (iv) if any Services involve a human subjects protocol or research animal protocol, GVSU’s institutional coversheet or letter with an approval number should be provided. GVSU makes no representation that NBCRWW’s use of the Reports will not infringe on any patent or proprietary right of any third party. GVSU MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE SERVICES OR THE REPORTS.

9. **Other Research and Services.** NBCRWW further acknowledges that GVSU has in the past performed and will in the future perform research and services for GVSU or for third parties concerning medical and scientific information and know-how in furtherance of GVSU's goals for public good, subject to the provisions of Section 7, nothing in this Agreement shall limit the right of GVSU to conduct any research or to provide services of any type to any other party.

10. **Assumption of Risk.** NBCRWW hereby assumes any and all risk associated with (i) any documentation, records, or other materials provided by NBCRWW to GVSU to facilitate the performance of the Services under this Agreement ("**Research Materials**"); (ii) GVSU's use of Research Materials in the performance of Services; and (iii) use of the Reports by NBCRWW or any third parties.

11. **Limitation of Liability.** GVSU's total liability under this Agreement is limited to the total amounts to be paid to GVSU by NBCRWW in accordance with the Statement of Work. GVSU SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER INDIRECT DAMAGES SUFFERED BY NBCRWW OR ANY OTHER THIRD PARTIES AS A RESULT OF THE SERVICES OR THE REPORTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Term.** This Agreement shall become effective on the date of the final signature hereto, and will remain in effect for one (1) year or until terminated in accordance with Section 13.

13. **Termination.** This Agreement may be terminated, in whole or in part, for any reason or for no reason, by either Party at any time upon fifteen (15) days' notice to the other Party. Additionally, GVSU may terminate this Agreement in accordance with Section 19. Upon termination by either Party, NBCRWW will compensate GVSU for (a) all work completed or in progress as of the date of termination, and (b) any obligations incurred by GVSU as of the date of termination that cannot be revoked or cancelled as of that date.

14. **Survival.** The respective obligations of the Parties set forth in this Agreement that by their nature would continue beyond the termination of this Agreement, including but not limited to obligations concerning payment obligations, title to equipment, confidentiality, use of either Party's name, compliance with laws, and governing law, shall survive the termination of this Agreement.

15. **Dispute Resolution.** If there is a disagreement between the Parties relating to the terms of this Agreement that is not resolved in the normal course of business, either Party may give the other Party written notice of such dispute. Within twenty (20) days after delivery of such notice and thereafter as necessary, the Parties' agents shall meet or conference to exchange relevant information and attempt in good faith to resolve such dispute. If any such dispute cannot be resolved thereby, the Parties shall, before formal legal proceedings are instituted, undertake nonbinding, voluntary, facilitative mediation under the jurisdiction of the United States District Court for the Western District of Michigan, before a mediator agreed upon by the Parties, to attempt in good faith to resolve the dispute, and such mediation shall be conducted at a mutually convenient site agreed upon by the Parties. The Parties agree that any dispute failing resolution in accordance with the foregoing provisions shall be brought before any court of competent jurisdiction of the State of

Michigan or, if the dispute includes issues reserved to the exclusive jurisdiction of the federal district courts, before the United States District Court for the Western District of Michigan, and the Parties irrevocably agree to submit to the jurisdiction of either such court.

16. **Force Majeure.** Neither Party shall be liable for any loss or damage suffered or incurred by the other Party that arises from delay in the performance of, restriction of the Party's ability to perform, or failure to perform the Party's obligations under this Agreement to the extent that and for so long as the delay, restriction, or failure results from any circumstance or occurrence that is beyond the reasonable control of that Party, including but not limited to acts of nature, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, strike, lock-out or other form of industrial action other than an action relating solely to that Party's own workforce (a "**Force Majeure Event**"); provided the Force Majeure Event arises without the fault or negligence of that Party. If a Force Majeure Event affects either Party (the Party experiencing the Force Majeure Event, the "**Affected Party**"), the Affected Party shall promptly notify the other Party of the nature and extent of the Force Majeure Event. The obligations of the Affected Party shall be postponed only for so long as and to the extent necessitated by the Force Majeure Event; provided that if any Force Majeure Event continues for a period exceeding three (3) months, the other Party shall have the right to terminate this Agreement immediately upon written notice to the Affected Party. The Affected Party will use its commercially reasonable best efforts to avoid, remove, or lessen the effects of any Force Majeure Event on its obligations under this Agreement and to resume performance of its obligations under this Agreement as soon as possible. Nothing in this agreement will suspend or modify the obligation of either party to pay any money under this Agreement.

17. **Export Controls and Economic Sanctions.** It is GVSU policy to remain compliant at all times with all U.S. export control regulations, including but not limited to the International Traffic in Arms Regulations and Export Administration Regulations. In the event that NBCRWW wishes to provide export-controlled goods, software, services, or technical data to GVSU during the course of activity under this Agreement, NBCRWW must first notify GVSU's Office of Research Compliance and Integrity of its intention to provide such items and indicate who at GVSU will be the intended recipient. NBCRWW will provide export-controlled items only after GVSU's Office of Research Compliance and Integrity has furnished written confirmation that GVSU is prepared to accept delivery of such items.

18. **Use of Party's Name.** Neither Party will use the name, symbols, marks, or logotypes of the other Party in any publicity, advertising, website, or news release without the prior written consent of the other. This restriction shall not apply to materials used solely for financing purposes, to publicly-available documents identifying the existence of this Agreement, or to regulatory filings required of either Party. NBCRWW will not state or imply that GVSU has tested, approved, or drawn any conclusions regarding any product, substance, or process, except as expressly set forth in the Reports.

19. **Modification; Severability; No Waiver.** No amendment or modification of any terms, provisions or conditions of this Agreement shall be binding or enforceable unless in writing and signed by both of the Parties. If any provision of this Agreement shall be rendered or deemed unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent necessary to permit its enforcement in a manner most closely

approximating the intention of the Parties as expressed herein. If the unenforceable provision is determined by GVSU to be material to this Agreement and cannot be adequately modified to GVSU's satisfaction, GVSU may, at its sole discretion, terminate this Agreement immediately upon written notice to NBCRWW. No waiver by either Party of any right or remedy under this Agreement, or delay in the exercise of any such right or remedy, will constitute a waiver of any other right or remedy.

20. **Assignment.** Neither Party may assign or delegate this Agreement or any of its duties or rights hereunder, whether voluntarily or by operation of law, without the prior written consent of the other Party. If either Party attempts to assign or delegate its duties or rights hereunder, the attempted assignment or delegation will be void and deemed to be a material breach of this Agreement.

21. **Notices.** Any notice, request, approval, consent, authorization, or other communication required or permitted under this Agreement will be in writing and will be considered to have been given if either (a) delivered and receipted by express courier service, charges prepaid, or (b) sent by electronic mail, provided that there is evidence and confirmation of delivery and receipt. Any such communications shall be sent to the appropriate Party at the address indicated above.

22. **Entire Agreement.** This Agreement is the entire agreement between the Parties regarding the subject matter hereof. No verbal agreement or representation between the Parties either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein. If any term or condition of the Statement of Work, or any other work or purchase order that purports to relate to this Agreement, is inconsistent with this Agreement, this Agreement shall supersede such term or condition.

23. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Michigan and without the application of choice of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. GVSU and NBCRWW irrevocably agree and consent to the exclusive jurisdiction of state and federal courts located in the State of Michigan for the resolution of claims, disputes, and controversies under this Agreement.

24. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, which may be executed separately or simultaneously and each of which shall be deemed to be the original but all of which together shall constitute one and the same agreement. Electronic signatures and electronically transmitted documents are binding.

The undersigned represent that they are duly authorized to execute this Agreement.

**GRAND VALLEY STATE UNIVERSITY**

**COMPANY**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Marsely Kehoe

Ashely Strelcheck

(Type or Print Name)

Its: Director, Office of Sponsored Programs

Its: \_\_\_\_\_

(Type or Print Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

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### Statement of Work

A. **Description of Work:**

The AWRI analytical lab will provide microbial source tracking (MST) services for 4 dry-weather sampling dates at 5 sites along with blank controls on each date. We budget for human, goose, and ruminant MST markers at each site on each date. Finally, we budget for 1 wet-weather sampling date at 5 sites where a human MST marker will be used (6 total samples when including a blank). AWRI will provide necessary sampling bottles and the North Branch Chicago River Watershed Workgroup will be responsible for all sampling.

B. **Project Period/Timeline:** Work is expected to be completed by Dec 31, 2026.

C. **Budget/Fee:** \$12,700

D. **Payment Schedule & Special Conditions:** Payment is due upon completion of services.

**Exhibit B - Cost Estimate Breakdown**

Task	Sample Type	Sample Frequency	Parameters	Number of Samples/events	Field/Lab QC Blanks per event	Total Samples/event	Cumulative samples for Project*
Dry Weather Surface Water Monitoring	Grab Sample	4 Events	MST: Human (HF183), Goose (ND2), and/or Ruminant (Rum2Bac)	5	1	4	24
Wet Weather Surface Monitoring	Grab Sample	1 Event	MST: Human (HF183)	5	1	1	6
<b>Total:</b>						<b>30</b>	

\* Cumulative samples **analyzed for genetic markers** will vary depending on number of samples which exceed 300 MPN and number of markers chosen for analysis.

Lab Analyses

One marker: \$150

Each Additional marker: \$100

Field/Lab QC Blank: \$100

Total \$ for lab analysis: \$9,799

Indirect Costs: \$2,901

Task	Sample Type	Sample Frequency	Parameters	Number of Samples/events	Field/Lab QC Blanks per event	Cumulative samples for Project (in cost)* 2 filter samples per event included in blank costs	Lab analysis Costs			**Indirect Costs: 29.6% of Total Lab Analysis Costs	TOTALS
							One Marker \$150	Each Additional marker: \$100	Field/Lab QC Blank: \$100		
<b>Dry Weather Surface Water Monitoring</b>	Grab Sample	4 Events	MST: Human (HF183), Goose (ND2), and/or Ruminant (Rum2Bac)	All 5 sites	1	24	\$ 3,600.00	\$ 4,800.00	\$ 400.00	\$ 2,604.80	\$ <b>11,404.80</b>
<i>Description</i>		<i>May, July, August, Sept.</i>		<i>20 samples</i>	<i>4 Events</i>	<i>20 field samples + 4 field blanks = 24 lab samples</i>	<i>24 samples * \$150 Human</i>	<i>(24 samples * \$100) * 2 Goose &amp; Ruminant</i>		<i>SEE NOTE BELOW</i>	
<b>Wet Weather Surface Monitoring</b>	Grab Sample	1 Event in 2026	MST: Human (HF183), <del>Goose (ND2), and/or Ruminant (Rum2Bac)</del>	All 5 sites	1	6	\$ 900.00	\$ -	\$ 100.00	\$ 296.00	\$ <b>1,296.00</b>
<i>Description</i>					<i>1 Event</i>	<i>5 field samples + 1 field blank = 6 lab samples</i>	<i>6 samples * \$150 Human Only</i>			<i>SEE NOTE BELOW</i>	
<b>Total Proposal Cost (Not-To-Exceed Cost)</b>										<b>\$ 12,700.80</b>	

Notes:

\* Cumulative samples **analyzed for genetic markers** will vary depending on number of samples which exceed 300 MPN and number of markers chosen for analysis.

\*\* Indirect Costs: GVSU (University) overhead costs including (laboratory instrument maintenance, utilities, etc.)

1. Microbial Source NSWDR sampling should be done on 1 day to avoid multiple field/lab blank charges like 2025

Task	Sample Type	Sample Frequency	Parameters	Number of Samples/events	Field/Lab QC Blanks per event	Cumulative samples for Project (in cost)* 2 filter samples per event included in blank costs	Lab analysis Costs		**Indirect Costs: 29.6% of Total Lab Analysis Costs	TOTALS
							One Marker \$150	Field/Lab QC Blank: \$100		
<b>Dry Weather Surface Water Monitoring</b>	Grab Sample	4 Events	MST: Human (HF183)	All 8 sites	1	40	\$ 6,000.00	\$ 400.00	\$ 1,894.40	\$ <b>8,294.40</b>
<i>Description</i>		<i>May, July, August, Sept.</i>		<i>36 samples</i>	<i>4 Events</i>	<i>36 field samples + 4 field blanks = 40 lab samples</i>	<i>36 samples * \$150 Human Only</i>		<i>SEE NOTE BELOW</i>	
<b>Wet Weather Surface Monitoring</b>	Grab Sample	1 Event in 2026	MST: Human (HF183)	All 8 sites	1	9	\$ 1,350.00	\$ 100.00	\$ 429.20	\$ <b>1,879.20</b>
<i>Description</i>					<i>1 Event</i>	<i>8 field samples + 1 field blank = 9 lab samples</i>	<i>8 samples * \$150 Human Only</i>		<i>SEE NOTE BELOW</i>	
<b>Total Proposal Cost (Not-To-Exceed Cost)</b>										<b>\$ 10,173.60</b>

Notes:

\* Cumulative samples **analyzed for genetic markers** will vary depending on number of samples which exceed 300 MPN and number of markers chosen for analysis.

\*\* Indirect Costs: GVSU (University) overhead costs including (laboratory instrument maintenance, utilities, etc.)

1. Microbial Source NSWDR sampling should be done on 1 day to avoid multiple field/lab blank charges like 2025