



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, December 14, 2022

Agenda Item

Item 4. G. - Approve Memorandum of Agreement (MOA) Between Carver County Public Services, Planning and Water Management Dept. and the LMRWD Regarding Water Quality Monitoring

Prepared By

Linda Loomis, Administrator

Summary

The LMRWD retains Carver County Public Services, Planning and Water Management Department to conduct water resource monitoring services. The current MOA expires at the end of 2022. A new agreement is attached that runs through December 31, 2027. It is basically the same agreement as the previous agreement, the not to exceed cost for each year and the dates are basically the only things that have changed. You can view the previous MOA using this [link](#).

Attachment

Memorandum of Agreement Between Carver County Public Services, Planning and Water Management Dept. and the LMRWD Regarding Water Quality Monitoring in East Chaska Creek, Chaska Creek Watershed and Seminary Fen

Recommended Action

Motion to approve Memorandum of Agreement Between Carver County Public Services, Planning and Water Management Dept. and the LMRWD Regarding Water Quality Monitoring and authorize execution

Memorandum of Agreement

Between Carver County Public Services, Planning and Water Management Dept. and the Lower Minnesota River Watershed District Regarding Water Quality Monitoring in East Chaska Creek, Chaska Creek Watersheds, and Seminary Fen.

Carver County is charged with water management responsibilities in all areas in the County that fall in the Carver County Water Management Organization (CCWMO). Toward this end the County has been monitoring surface water for nutrients and fecal coliform/E. coli since 1997. The data is used to determine areas of the County where surface and ground water are impacted, and to what extent the water has been impacted. Management plans aimed at reducing or eliminating the sources of degradation are then developed and implemented. Following implementation of the management plans, water quality monitoring information is used to measure the effectiveness of the plans, and to determine whether additional measures need to be put in place.

The purpose of this memorandum of agreement is to 1) establish the roles regarding the design and implementation of the program, 2) promote efficient use of staff and financial assets used in monitoring surface and ground water in the county, 3) provide for the assessment of the water quality monitoring data, and 4) ensure a comprehensive, local approach to water management in the county.

I. PROGRAM COORDINATION

Planning and implementation of an effective water quality monitoring program, and associated water management plan will require extensive communication between Carver County Public Services, Planning and Water Management Dept. and the Lower Minnesota River Watershed District (LMRWD), and the respective Boards and/or Councils of each entity. The Carver County Board of Commissioners is responsible for water management in the CCWMO pursuant to MS 103B.231 Subd. 3(b). Participation by the LMRWD and their Board, along with their constituents is essential to a well-developed program in the county. The goals of the program, the general approach, and roles of all parties relating to program planning and implementation are as follows:

A. Project Goal:

1. To establish long term water quality and quantity monitoring trends in the East Chaska Creek watershed, West Chaska Creek watershed, and Seminary Fen. This data includes but is not limited to stream, lake, and groundwater monitoring activities.
2. To establish a partnership with a common goal of providing water education to meet the specific needs of the LMRWD relative to its mission.

B. Objectives:

Monitoring:

1. Monitor four stream sites, one on West Chaska Creek and three on East Chaska Creek (EC 1, EC 2, EC 3, & CH 1_0) for the occurrence and concentration of nutrients and E. coli in the watersheds representative of land use and urban development patterns in Carver County;
2. Monitor level and flow at each of the aforementioned stream site locations.
3. Monitor water level at four nested shallow wells, eight deep wells and one stream site (Assumption Creek at 61) within the Seminary Fen and its recharge areas;
4. Monitor water quality at three lakes (Courthouse, Firemen's, and Brickyard) using the CAMP protocol;
5. Utilize analysis of land use, nutrient use, and hydrologic attributes that may be resulting in surface water degradation;
6. Provide basic information from which the efficacy of Best Management Practices may be determined;
7. Disseminate the information developed through the monitoring program to the appropriate policy makers, scientists, and citizens of Carver County and the state of Minnesota; and
8. Provide data that are suitable for TMDL (Total Maximum Daily Load), WRAP (Watershed Restoration and Protection Strategy), and 1W1P (One Watershed One Plan) development if requested.
9. Provide additional monitoring services to the aforementioned if requested by LMRWD.

Education:

1. Provide public education and outreach to citizens, staff, developers, contractors, decision makers, and students within the LMRWD boundary area in Carver County.
2. Provide public participation through programs and activities to citizens, staff developers, contractors, decision makers, and students within the LMRWD boundary area in Carver County.

C. Approach:*Monitoring:*

Grab samples will be collected at each established stream site mentioned above from April to October, and as needed otherwise, to monitor three watersheds: 1) East Chaska Creek which is representative of highly developed area with only short-term water quality information, 2) West Chaska Creek which is representative of areas that are currently transitioning from rural/agricultural land use to residential land use, and 3) Assumption Creek to get baseline chemistry and physical data. Continuous level loggers are installed at in the spring and retrieved in the fall. The sites have been operated by Carver County and with the aid of funding from the Lower Minnesota River Watershed District for the past twenty years. Samples will be obtained during different flow regimes to accurately categorize annual load amounts and concentrations of selected chemical parameters and E. coli, respectively. The complete design of the monitoring program is outlined with the annual Carver County Water Management Organization Water Monitoring Plan, documented separately.

The three lakes to be monitored (Brickyard, Courthouse, and Fireman's) will be monitored bi-weekly

April-October following the RMB Lake Monitoring Program protocol. Parameters to be monitored are total phosphorus, total Kjeldahl nitrogen, chlorophyll a, Secchi disc, dissolved oxygen, temperature, pH, specific conductance, and chloride.

The Seminary Fen and its upslope recharge areas will be monitored by obtaining level measurements at 4 nested shallow piezometer sites within the fen, and at 5 MNDNR Observation Wells both within the fen and its upslope recharge area, with 10 wells equipped with data loggers. Site visits include manual dropdown water level measurements to help correct automated data logger outputs. Data is downloaded and submitted to MNDNR.

The scope of this agreement may be expanded during the term of contract if requested by **LMRWD**.

Education:

Education will be conducted through different media including digital outreach, in-person events (i.e. fairs/festivals), brochures, displays, newsletter and newspaper articles, and youth education programs. These activities will help LMRWD achieve its mission to increase public participation and educational awareness in the topic areas of stormwater runoff and water pollution prevention, lake and river health, good housekeeping, and more.

D. Responsibilities

Carver County Public Services, Planning and Water Management Dept.

Monitoring:

1. Act as lead in set-up and installation of water quality monitoring sites as well as conduct routine maintenance or improvements to automatic sampling stations as needed;
2. Routine check-up of stations as needed to ensure proper functioning;
3. Pick-up of samples and deliver to laboratory as needed. Samples will be analyzed for Nitrate/Nitrite Nitrogen, Ortho-phosphorous, Total Phosphorous, Total Suspended Solids, E. coli, and other parameters as deemed necessary. A Maximum fourteen (14) grab samples, with representative baseflow and storm events will be collected at each site.
4. Conduct routine flow rating to ensure a statistically valid rating curve is established at each site;
5. Conduct bi-weekly lake sampling on three lakes (Courthouse, Brickyard and Firemen's). The lakes will be sampled as part of and according to the protocols of the Metropolitan Councils CAMP (citizen aided monitoring program);

6. Conduct Seminary Fen well site visits as deemed necessary to obtain manual well water level measurements and conduct data downloads. Flow rating and measurement at the Assumption Creek site will follow protocol as outlined above.
7. Provide LMRWD with yearly updates and related reports for four stream sites (three on East Chaska Creek and one on West Chaska Creek) and three lakes (Courthouse, Brickyard and Firemen's);
8. Provide partner agencies (MNDNR, Met Council, Cities of Chaska & Chanhassen) with data as requested.

Education:

1. Provide public education and outreach to citizens, staff, developers, contractors, decision makers, and students within the LMRWD boundary area in Carver County
2. Provide the LMRWD with updates and reports as requested.

LMRWD

1. Provide the County with monetary fund's **not to exceed**; \$33,000 in 2023, \$34,500 in 2024, \$36,000 in 2025, \$37,500 in 2026, and \$39,000 in 2027. These funds help to cover staff cost (\$50.00/hr), lab analysis and annual reporting for three stream sites on East Chaska Creek, one site on West Chaska Creek, monitoring and reporting for three lakes, and monitoring and reporting for the well sites and Assumption Creek stream site within the Seminary Fen. A final invoice reflecting actual lab and labor costs will be submitted to the LMRWD in December (or as soon as they are available) of each year.

II. AGREEMENT REVISIONS

The appropriate representatives from Carver County and the Lower Minnesota River Watershed District will meet as deemed necessary to review this agreement and identify areas needing improvement. The MOA may be modified as directed by and upon written mutual agreement of the appropriate Carver County and LMRWD authority. Specific issues may be addressed through addendums to the original MOA.

III. TERMS OF AGREEMENT {Project Activity Period}

This agreement shall remain in effect for five (5) years beginning January 1, 2023 and terminating December 31, 2027 unless acted upon according to Section IV below. This MOA may be modified as directed by and upon written mutual agreement of all appropriately authorized parties as indicated in Section II above.

IV. PREMATURE TERMINATION OF AGREEMENT

This agreement may be terminated by any party. When any party wishes to terminate the agreement, the other party must receive notice thirty (30) days prior to the proposed termination date. Termination shall be effective thirty (30) days after all authorized parties have mutually

agreed to termination. Termination may occur in a shorter timeframe by the mutual agreement of all authorized parties.

V. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The parties agree to comply with all applicable laws relating to nondiscrimination and affirmative action. The parties agree not to discriminate against any employee, applicant for employment or participant in this project because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

VI. INDEPENDENT CONTRACTOR

- a. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- b. Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Contractor and it is Contractor's sole obligation to comply with all federal and state tax laws.

VII. INDEMNIFICATION AND INSURANCE

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement. It is understood and agreed that the parties' liability shall be limited by the provisions of Minn.Stat.Chap.466 and/or other applicable law.

VIII. MERGER

It is understood and agreed that the entire Agreement between the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement

are presumed to be incorporated or attached and are deemed to be part of this Agreement.

IX. HEALTH AND SAFETY

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Uniform fire Code and/or any other applicable health and safety regulations. Upon the request of the County, the Contractor shall provide copies of any licenses and/or training records for contractor and/or contractor's employees or subcontractor's employees who perform services pursuant to this Agreement.

X. NONWAIVER, SEVERABILITY & APPLICABLE LAWS

1. Non-waiver.

Nothing in this Agreement shall constitute a waiver by the County of any statute of limitations or exceptions on liability.

2. Severability.

If any part of this Agreement is rendered void, invalid or unenforceable such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

3. Applicable Laws.

The Laws of the State of Minnesota shall apply to this Agreement.

XI. SIGNATURES

The below signed individuals, acting on behalf of their respective organizations, provide authority to the Carver County Public Health and Environment, Lower Minnesota River Watershed District to undertake the program described here-in under the provisions put forth within this Memorandum of Agreement.

Carver County

Date: _____

By: _____

Name: _____

Title: _____

Lower Minnesota River Watershed District

Date: _____

By: _____

Name: _____

Title: _____