



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, November 6, 2024

### **Agenda Item**

**Item 5. J. – Authorize Execution of Agreement for Services between the Lower Minnesota River Watershed District and the Coalition for a Clean Minnesota River**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

At the February 21, 2024, meeting of the Lower Minnesota River Board of Managers, the Board agreed to authorize matching contributions to the Coalition for a Clean Minnesota River. The Board authorized \$10,000 over 2024 and 2025 (\$5,000 per year) to the Coalition to continue its work to secure funding for water Storage projects in the Minnesota River Basin.

An agreement between the LMRWD and the Coalition has been developed and is attached for the Board approval and authorization to execute.

### **Attachments**

Agreement for Services between the Lower Minnesota River Watershed District and the Coalition for a Clean Minnesota River.

### **Recommended Action**

Motion to authorize execution of the Agreement for Services between the Lower Minnesota River Watershed District and the Coalition for a Clean Minnesota River

## AGREEMENT FOR SERVICES

This Agreement is between the LOWER MINNESOTA RIVER WATERSHED DISTRICT, STATE OF MINNESOTA, (the “LMRWD”) a public body with purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D, with offices located at 112 East 5<sup>th</sup> Street, Suite 102, Chaska, MN 55318, and the Coalition for a Clean Minnesota River, (the “COALITION”) a 501(c)3 tax-exempt, nonprofit corporation, whose address is P.O. Box 488, New Ulm, MN 56073.

The parties agree as follows:

1. TERM OF THE AGREEMENT

On behalf of the LMRWD, the COALITION shall lobby for financial support from the federal government to support installation and construction of water storage projects throughout the Minnesota River Basin. This is a two-year commitment beginning in 2024 and terminating December 31, 2025, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

2. SERVICES TO BE PROVIDED

The COALITION shall perform the following services:

- Engage Minnesota’s Federal Congressional Delegation to obtain blocks of federal funding
- Engage local officials, SWCDs, Watershed Districts, Cities, Landowners, and Joint Powers Organizations within the Minnesota River watershed, to identify potential storage projects
- Engage potential applicants to participate in other programs or implement projects that have water storage potential
- Engage in public outreach and person to person meetings to increase awareness of water storage, soil health and other BMP programs

The COALITION agrees to the Key Performance Strategies and Indicators more fully described in Exhibit A, attached hereto and incorporated herein by reference. The COALITION will make progress reports to the LMRWD Board of Managers in October 2024, April 2025, July 2025, November 2025 and a final report in February 2026.

3. PAYMENT FOR SERVICES

For services provided, the COALITION shall receive compensation not to exceed \$10,000. Payment shall be made in installments of \$2,500 quarterly in 2025 upon receipt from the COALITION of a request for reimbursement of project expenses and documentation of Services performed in the preceding quarter. The progress reports referenced in paragraph 2 above may be used as the documentation of Services required for reimbursement.

Payment shall be made within forty-five (45) days of receipt of a request for reimbursement of project expenses. The LMRWD may suspend payment for insufficient documentation of Services or insufficient progress on implementation of Key Performance

Strategies.

4. MATCHING FUNDS REQUIRED

The COALITION understands that the payments from the LMRWD must be matched, dollar for dollar, by funds raised by the COALITION in support of this program. Requests for reimbursement of project expenses shall be accompanied by a detail of matching funds received and executed during the quarter for which reimbursement is sought. The LMRWD may suspend payment for insufficient documentation of matching fund receipt, source and execution.

5. INDEPENDENT CONTRACTOR

The COALITION is and shall remain an independent contractor for all Services performed under this Agreement. This Agreement shall not create an employment agreement, partnership, joint venture or agency relationship with the COALITION nor shall the COALITION or any of its officers, employees or volunteers be considered employees of the LMRWD. The COALITION shall select the means, method, and manner of performing the Services. Any products, reports, media or other instruments produced or used by the COALITION in performing Services under this Agreement shall be considered instruments of service and be provided to the LMRWD without any reservation of intellectual property or other rights in the instruments.

6. LIABILITY

Nothing in the performance of Services by the COALITION shall create liability for the LMRWD. Each party shall be responsible for its own acts and deeds and those of its officers, employees, volunteers or agents.

7. INSURANCE

- A. The COALITION shall, at all times during the term of this Agreement and beyond such term when so required, have and keep in force general liability and auto insurance policies/coverage of at least \$1,000,000 and name the LMRWD as an additional insured on said policies. As an alternative to the professional liability and auto insurance policies/coverage listed above, the COALITION may obtain an umbrella liability policy of at least \$1,000,000 listing LMRWD as an additional insured on said policy. The COALITION shall provide the LMRWD with a certificate of insurance showing the required coverage and listing the LMRWD as an additional insured for the purposes of Services performed under this Agreement. Any lapse in the required coverage shall be cause to suspend payment under this Agreement or terminate this agreement in the discretion of LMRWD.
- B. Duty to Notify. The COALITION shall promptly notify the LMRWD of any claim, action, cause of action or litigation brought against it, its employees, officers, agents or subcontractors, which arises out of the Services contained in this Agreement. The COALITION shall also notify the LMRWD whenever it has a reasonable basis for believing that it and/or its employees, officers, agents, volunteers or subcontractors, might become the subject of a claim, action, cause of action, or litigation arising out of and/or related to the Services contained in this

Agreement.

8. DATA PRACTICES

The COALITION, its officers, agents, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), as it relates to instruments produced under this Agreement, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. The terms of this section shall survive the cancellation or termination of this Agreement.

9. ASSIGNMENT NOT AUTHORIZED

The COALITION may not assign, transfer or pledge this Agreement and/or the Services to be performed, whether in whole or in part, without the prior written consent of the LMRWD.

10. MERGER AND MODIFICATION

A. 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 that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

11. DEFAULT AND CANCELLATION

A. If either party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless the defaulting party's default is excused by the other party, the non-defaulting party may upon written notice immediately cancel this Agreement in its entirety without recovery of payment or incurred costs.

B. A party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

C. This Agreement may be canceled with or without cause by either party upon thirty (30) day written notice and, for the LMRWD, upon payment of costs incurred by the COALITION through the date of cancellation.

12. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: INDEPENDENT

CONTRACTOR; LIABILITY; INSURANCE; DATA PRACTICES; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

13. CONTRACT ADMINISTRATION

In order to coordinate the services being provided to the LMRWD with the activities of the COALITION, Scott Sparlin, or successor, shall manage this Agreement on behalf of the COALITION and serve as liaison between the COALITION and the LMRWD.

14. NOTICES

Any notice or demand which must be given or made by a party under this Agreement, or any statute or ordinance shall be in writing, and shall be sent registered or certified mail.

Notices to the COALITION shall be sent to:

Coalition for a Clean Minnesota River  
ATTN: Scott Sparlin  
P.O. Box 488  
New Ulm, MN 56073

Notices to the LMRWD shall be sent to:

Lower Minnesota River Watershed District  
ATTN: Linda Loomis  
112 East 5<sup>th</sup> Street, Suite 102  
Chaska, MN 55318

15. MEDIA OUTREACH

As stated in paragraph 2 of this Agreement, the Services provided by the COALITION are intended to be direct engagement with Minnesota's Federal Congressional Delegation, Local Government and private landowners. This Agreement does not contemplate newsprint, radio, television or other forms of media outreach. Nothing in this agreement shall prevent the COALITION from acknowledging its activities under this agreement on its own Social Media platforms so long as the acknowledgements are limited to the Services performed under this Agreement.

16. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be the Minnesota State District Court within Carver County.

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Reviewed by the COALITION Attorney's Office

COALITION FOR A CLEAN MINNESOTA RIVER, STATE OF MINNESOTA  
The COALITION certifies that the person who executed this Agreement is authorized to do so on behalf of the COALITION as required by applicable articles, bylaws, resolutions or ordinances.\*

\_\_\_\_\_  
Attorney

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

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

**Lower Minnesota River Watershed District**

The LMRWD certifies that the person who executed this Agreement is authorized to do so on behalf of the LMRWD as required by applicable articles, bylaws, resolutions or ordinances.\*

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

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

\* Parties shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time the Agreement is executed.

## EXHIBIT A

### Key Performance Indicators

The goal of this project is to secure new or additional funding from the Federal Government to supplement the State's Water Storage Grant Program within the Minnesota River watershed. The COALITION will engage Minnesota's Federal Congressional Delegation to advance requests for federal funding. In addition, the COALITION will seek private foundation funding targeted to advancing storage programs.

The desired end state is to secure sufficient funding and programmatic support to implement enough water storage, soil health and other Best Management Practices (BMPs) within the Minnesota River watershed necessary to have measurable impact on the rate, volume and magnitude of flow in the Minnesota River.

Key Performance Strategies and Indicators to be implemented and measured during the term of this Agreement are:

- **Engage local officials and landowners to identify water storage projects:** COALITION will conduct outreach to at least five local officials or landowner groups per quarter, ensuring they meet the criteria for water storage funding. This will be measured by the number of new applicants from these engagements who apply for funds, with regular tracking of submitted applications.
- **Encourage participation in water storage-related projects:** COALITION will identify and work with at least three organizations or projects in each quarter that have water storage potential as a by-product. COALITION will assist in guiding these projects toward applying for relevant grants. Success will be measured by the number of non-specific water storage projects that apply for funding.
- **Conduct public outreach and raise awareness:** COALITION will organize or participate in at least six public meetings or outreach events annually (in-person or electronic). COALITION will document the number of attendees and any significant outcomes, such as commitments from participants to explore water storage initiatives. Outcomes will be tracked by counting the number of engagements and resulting project developments.
- **Engage with other organizations:** COALITION will work with other groups within the Minnesota River basin to ensure that water storage remains a key agenda item. COALITION will report on specific partners and actions taken by partners that contribute to water storage protections or improvement, tracking these actions and documenting any measurable impacts.