



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, December 11, 2024

Agenda Item

Item 4. B. – Report from River Watch

Prepared By

Linda Loomis, Administrator

Summary

Tom Crawford, River Watch Program Coordinator with Friends of the Minnesota Valley, has provided a report on the River Watch Program the LMRWD financially supported. Mr. Crawford will be present at the December 11, 2024, LMRWD Board of Managers meeting to present the report, answer any questions Managers may have, request final payment and request support for the next year's program.

The first payment of \$10,000 on this commitment was paid at the end of August 2024.

Attachments

River Watch LMRWD Funding report

River Watch 2023-2024 Annual Report – Friends of the Minnesota Valley

Excerpt from October 18, 2023 LMRWD Board of Managers meeting minutes

Agreement for Services between LMRWD and Friends of the Minnesota Valley

Recommended Action

Motion to receive and file Annual Report and authorize final payment

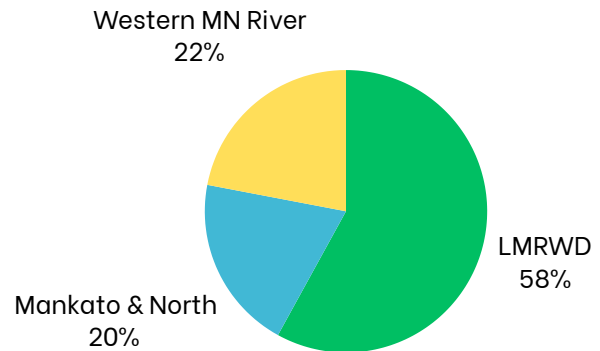
RIVER WATCH LMRWD FUNDING SPOTLIGHT



River Watch 23'-24' Season Metrics

Funding from the LMRWD allowed us to partner with Chaska & Eden Prairie, increasing the number of schools located or sampling in the LMRWD region to 10.

- Those 10 participating schools* in the LMRWD comprise 44% of all River Watch schools.
- The 536 students from 10 schools in the LMRWD comprise 58% of all students sampling in the River Watch program.



*River Watch Annual Report, Page 12

Percentage of Students Sampling by Region

River Watch Fall 24' Season Metrics

6 schools in the LMRWD participated in fall sampling (32% of schools).

- These schools accounted for 44% of the data collected and 50% of the students who sampled.
- Eden Prairie, Shakopee, South High School, and Burnsville Middle School only sample in the spring season.

River Watch hosted lessons at 3 community events across the Metro, educating over 100 elementary students on the basics of the Minnesota River watershed.*

Schools

Chaska
Hiawatha Collegiate High School
Jefferson HS - Bloomington
Prior Lake
School of Environmental Studies
Wayzata

*River Watch Annual Report, Page 7-9

Green Camp Metrics

All 193 Green Camp participants attend schools in the LMRWD. Each participant engaged in 1 week of hands-on water science activities, and water quality data collection.

- All Green Camp lessons are aligned with the MN Next Generation Science Standards.*

14 Americorps Climate Fellows and 4 volunteers staffed Green Camp.

- Each received 2 weeks of in-depth training on water science pedagogy, water sampling techniques, and environmental advocacy methods, with a specific focus on water issues in the Minnesota River Valley.

*River Watch Annual Report, Page 13

Program Highlights

As suggested by the LMRWD, Chloride testing was integrated into all River Watch & Green Camp sampling events.

Over 80 English Language Learners from Hiawatha Collegiate Prep participated in a field day at Fort Snelling State Park, sampling the water of the Minnesota River, and exploring the geography of B'dote.

The Prior Lake River Watch team hosted a Cross Grade Collaboration, leading water quality lessons for over 500 students at Red Tail Elementary.

*River Watch Annual Report, Page 7

Challenges

1. Many classes cannot pay for a bus to travel off-site for water sampling 2 to 4 times a year.
2. It has been difficult to find a new teacher at a partner school to participate in River Watch when the previous teacher leaves.

STATUS UPDATES

Task or Deliverable	Status	Notes
Increase the number of partner schools within the LMRWD region	ONGOING	River Watch added Chaska & Eden Prairie for 2024 Sampling.
Integrate Chloride testing into all River Watch sampling and curriculum	COMPLETED	RW Teams collected 50 Chloride Data Samples from the LMRWD region in 2024.
Green Camp participants receive minimum one week of instruction on water science & sampling methods.	COMPLETED	Curriculum includes overview of the watershed, common pollutants, macroinvertebrates, and water conservation ethics.



COMPLETED



ONGOING

Next Steps

Recommendations for Moving Forward	Goal
Engagement with the Watershed District and Soil & Water Conservation District Staff	Establish River Watch as the foremost resource for Watershed and SWCD educational programming & outreach.
Raise awareness among regional educators about River Watch programming opportunities	Become a community resource for all things related to water education.
Explore River Watch's ability to assist the LMRWD in meeting and/or supplementing its sampling goals	Align River Watch's volunteer collected data to supplement the LMRWD's sampling goals.

Summary of Funding Use

The LMRWD's funding made it possible for River Watch to increase the number of students sampling in Fall 2024 by 15%, and provided crucial support for maintaining the quality of our equipment. Furthermore, Green Summer was only possible with the LMRWD funds, which paid for planning & delivery of the program, staff training time & supervision, and lesson materials. Without this funding River Watch would have been unable to maintain the high quality hands-on education support that we provide to schools and Green Summer participants.

Prepared For
MPCA & FMV

River Watch

2023-2024 ANNUAL REPORT

A Friends of the Minnesota Valley Program



EMPOWERING FUTURE
SCIENTISTS & STEWARDS



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Appendix A: 2023 River Watch Water Monitoring Participation Data

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River Watch Overview

River Watch (RW) engages high school, middle school, and elementary school students in a multidisciplinary study of the health and management of Minnesota’s waters through hands-on, field based experiential watershed science. Schools across the Minnesota River watershed monitor the quality of their local rivers and streams, and investigate potential impacts to the water. The in-class and field activities are designed to prepare future scientists and stewards to understand the complex nature of water quality and advocate for solutions to improve the health of our most important resource.

River Watch program funding for the 2023-2024 school year was provided by the Friends of the Minnesota Valley from its fund reserves, from generous contributions by the board and staff of Friends of the Minnesota Valley, a grant from the Lower Minnesota River Watershed District, and other contributors. Beginning during the 2018-2019 school year with five high school teams, River Watch has grown to a program including twenty-three high school teams. Over the 6 years River Watch has operated in the Minnesota River Basin, it has engaged an increasing number of students in water quality data collection, which is shared with the MPCA to supplement their Surface-Water Database. Across 2023- 2024 school year, River Watch Staff worked with nearly 1600 students from 20 high schools, 1 middle school, 1 elementary school, and 1 community organization, to collect water quality field data and investigate topics in water science.

- Bloomington Jefferson
- Chaska
- Eden Prairie
- Hiawatha HS (Mpls)
- Madelia
- Mankato East
- Mankato Loyola
- MN New Country School
- New Ulm MN Valley Lutheran
- New Ulm Cathedral
- Nicollet Middle School
- Norwood Young America
- Prior Lake
- School of Environmental Studies
- Shakopee
- Sibley East
- Sleepy Eye Public
- Sleepy Eye St. Mary’s
- Springfield
- Retail Elementary School
- South High School’s All Nations Program (Mpls)
- Waseca
- MN Valley Izaak Walton League
Green Crew Team

River Watch hosted a number of “River of Dreams” workshops for young learners and community members at schools and outdoor classrooms across the watershed. One such workshop paired over 120 high school students with 500 elementary students to explore the incredible world of macroinvertebrates. River Watch also assisted in macroinvertebrate lessons at Minneopa and Fort Snelling State Parks. Finally, we built a water science curriculum as part of our expanding partnership with the Minnesota Valley Chapter of the Izaak Walton League, which provides outdoor classroom facilities, and access to the Minnesota River floodplain.

Water Quality Monitoring

Students collect and record water quality conditions of local rivers and streams using industry standard monitoring equipment to gather “Grab” samples. Teams also collect and identify macroinvertebrates to further assess the health of the river or stream.



River of Dreams Workshops

Student leaders facilitate water science workshops and day camps for middle and elementary school students. The workshops cover a wide range of water conservation topics, focusing on hands-on exploration of water conservation, benthic macroinvertebrates, and other important facets of natural aquatic environments.



Community Workshops

River Watch provides water education expertise to a number of different events across Minnesota including the Minneopa State Park Field Day, and the MPCA State Fair Eco-Experience as a Community Partner.



Project Progress

This report is for the Minnesota River Basin River Watch Project covering August 2023 through June 2024. The Friends of the Minnesota Valley is the project sponsor with programmatic support provided by the Izaak Walton League. The remainder of this report is organized by activities undertaken between 2023-2024.

Water Quality Monitoring

The 2023-24 Season began with equipment issues, which were resolved in large part by shrinking the types of data teams collect to focus on the most relevant information and minimize the amount of equipment necessary to acquire and maintain. River Watch Teams test for:

- pH
- Specific Conductivity
- Water Temperature
- Nitrate (NO₃)
- Chloride
- Phosphate (PO₄)
- Water Clarity
- Stage Height
- Environmental Data



Collectively, the cohort of 25 River Watch teams sampled 20 sites, studying a wide variety of sites including urban and rural creeks, interstate waterways, lakes and ponds, and rivers running through state parks and housing developments spanning the Minnesota and Mississippi River Basins. Approximately 1100 individual students participated in these sampling events across the '23 - '24 season.



Local Field Sampling

Students are trained in proper data collection methods and proper use of industry standard equipment before making environmental observations of the riparian ecosystem surrounding their local sampling site. Students are then separated into groups and rotate between using the various pieces of equipment to collect water quality data.

A field sampling event includes the use of:

- YSI Sonde Handhelds - to collect water quality measures
- Van Dorn Sampler - to collect water samples from the middle of the watercourse
- Secchi Tube - to assess the turbidity or clarity of the water sample
- Phosphate Test Kit - to assess the level of phosphate in the water sample
- Chloride Test Strips - to measure the level of chloride in the waterway
- A Weighted Tape Measure - to determine the stage, or height of the water level in relation to the sampling point
- Aquatic D-Nets - to collect macroinvertebrates from the watercourse
- Macroinvertebrate Assessment Tools: Collection Tray, Taxonomy Charts, Magnifying Lens, Macroinvertebrate Pollution Sensitivity Index



Participation & Growth

Due to a change in teachers, River Watch was unable to continue partnerships with 5 schools, but brought 6 new schools on board allowing us to grow participation across the 23-24 season. Nearly 1100 students from 24 high schools, and 1 middle school sampled 20 different sites between fall and spring.

A special thanks to the Lower MN River Watershed District for providing funding crucial to expanding the reach of River Watch across the Lower Minnesota River region.



River of Dreams + Community Workshops

The “River of Dreams” program is aimed at involving middle and elementary school students in a hands-on, place-based investigation of the basics of hydrology.

All “River of Dreams” activities were designed to fulfill the Next Generation Science Standards content requirements, and structured to emphasize the three dimensions of science learning: core knowledge, scientific practices, and crosscutting concepts.



Cross-Grade Collaborations

For the second year in a row, the River Watch team from Prior Lake High School took on the role of an educator, preparing and facilitating a lesson for Redtail Elementary students. To prepare, the River Watch team members had to learn about macroinvertebrates: how to collect and identify them, what their populations can tell us about the health of the water, and how to communicate these ideas to younger learners. Then the River Watch team collected and identified macroinvertebrates to present to the young learners at Redtail Elementary.

The day of the workshop, the River Watch team led small groups of Redtail students through an exploration of the importance of benthic macroinvertebrates (water bugs). The lesson focused on the importance of biodiverse streams, how the populations of water bugs can provide clues about the water quality, and hands-on observation of the macroinvertebrates.

It was amazing to see both groups of students, young and old, energize each other and share their growing knowledge of water conservation and aquatic biology. Overall, the one workshop involved over 600 participants.

River Watch has a goal of organizing and hosting 2 Cross-grade Collaborative Workshops in the 24' - 25' season.



Green Camp

Green Camp is a summer camp experience that partners with school districts to provide an outdoor, hands-on, place-based exploration of water science, environmental ethics, and conversation service. River Watch provides curriculum and expertise surrounding the water science pillar of programming. Each week campers explore a new topic in water science through hands-on experiments, including the basics of watershed hydrology, erosion, water filtration, and macroinvertebrates.

Green Camp is located on the Izaak Walton League of America’s Minnesota River Valley Chapter (IWLA-MNV) property along the border of the Minnesota Valley National Wildlife Refuge. This proximity to a designated wildlife refuge allowed students to explore the natural riparian environment and directly observe the seasonal changes in the nearby wetlands, floodplain, and river channel.

Green Camp was implemented in partnership with the IWLA-MNV Chapter’s Green Crew and the AmeriCorps Climate Resilience Fellows. The IWLA-MV Chapter Green Crew is a youth environmental and conservation leadership training program for high school and college students. The Green Crew, which draws young leaders from across the state, has its own River Watch team within the Friends of the Minnesota Valley program.



Metro Children’s Water Festival

For the second year in a row, River Watch was proud to host its “Wonderful Watersheds” presentation at the MCWF. Over 200 students attended the workshops throughout the day, learning about the nature of a watershed, and how natural and constructed environments impact clean water upstream and downstream of the watershed.

Minneopa State Park Field Day

River Watch staff were invited to collaborate with the Water Resources Center, the MN DNR, and Minneopa State Park to welcome over 500 Mankato high school students to a field day focusing on the various facets of ecology in the State Park. At the benthic macroinvertebrate station, students learned about the amazing world of macroinvertebrates and got to spend time collecting them from the stream. The power of the students' curiosity meant that each professional got to call on their expertise, creating a well-rounded hands-on ecological learning experience.

MPCA State Fair Eco-Experience

Presenting, for the third year, as a Volunteer Science Community Partner for the MPCA's MN Eco-Experience at the MN State Fair. This event is always a chance to engage a broad community on simple and important discussions of water quality in Minnesota. The juxtaposition of the water samples from the Minnesota, Mississippi, and St. Croix rivers spurs on discussions of the "old days", where the water was in worse shape, but nature was more widespread; or surprise at how the Mississippi gains its muddy reputation because of sediment pouring in from the Minnesota River. Very rarely does the State Fair result in successful recruitment to the Program, but is always filled to the brim with conversations about the past, present and future of the major water courses in Minnesota.



Mound Springs Park Clean Up

In partnership with the South High School All Nations Program, teacher Carmen Gavin-Vanegas, and the indigenous non-profit MIGIZI, River Watch organized a clean-up of a severely trashed creek in Mound Springs Park - Bloomington, MN. Mound Spring Park is a culturally significant area to some Indigenous Minnesotans, as it has the highest concentration of burial mounds in the Twin Cities area. The team of 15, spent 2 hours removing solid waste from the stream. The relatively warm December day was great weather for doing the hard work of extracting tires and other large items (folding chair, microwave, AC Unit) from the semi-frozen muddy streambed. Thanks to their hard work, the freshwater spring is no longer affected by leachate from the deteriorating tires and other pollutants, resulting in a much cleaner watercourse.

Organizational Partnerships

River Watch is incredibly thankful for all of its amazing partners, who help sustain the valuable field experiences for River Watch students across the Minnesota & Mississippi River Basins.

Lower Minnesota River Watershed District

The Lower Minnesota River Watershed District was an important source of funding during the 23-24 program year. Their generous donation allowed River Watch to maintain the high quality of our equipment, which is crucial to the long term success program and the added educational value to our River Watch teams. With this funding River Watch was able to recruit two new schools from within the Lower Minnesota River Watershed district (Eden Prairie HS, Chaska HS).



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Salt Watch

A national program of the Izaak Walton League of America, Salt Watch provides free chloride test strips to participating organizations in exchange for volunteer collected data. Our partnership with Salt Watch has enabled River Watch to accurately collect chloride data, which is shared with the IWLA via the Clean Water Hub.



SALT WATCH™
IZAAK WALTON LEAGUE OF AMERICA

Nitrate Watch

A national program of the Izaak Walton League of America, Nitrate Watch provides free nitrate test strips to participating organizations in exchange for their volunteer collected data. River Watch already collects nitrate information with the water testing equipment, and therefore just shares our data with the IWLA via the Clean Water Hub.



**NITRATE
WATCH™**
IZAAK WALTON LEAGUE OF AMERICA

Clean Water Hub

The Clean Water Hub (CWH) is a public database hosted by the IWLA to collect water quality data from volunteers across the nation. River Watch uses it as a secondary tool with schools because the CWH allows users easy access to the data they've collected and has tools to graph the collected data, allowing educators to help students visualize and further understand the data.

Leave No Trace Statement

Friends of the Minnesota Valley believes the River Watch program must not only engage the scientifically minded individuals, but also the environmentally conscious ones. As such, we integrate the Leave No Trace principles into every facet of our outdoor education programs.

The seven Leave No Trace principles support ethical and environmentally conscious decision-making in both natural and constructed environments. Furthermore, Leave No Trace provides a framework for stewardship that will serve students throughout their whole personal and professional lives.

Project Management & Reporting

This final 2023-24 report is to be submitted to the funding partners. The report will also be submitted to the Board of Friends of the Minnesota Valley for review. Invoices have been submitted quarterly and the final summary of the project budget is shown below.

2023-24 River Watch Expenses	
Personnel	\$ 30,067.55
Equipment & Supplies	\$ 9,092.69
Travel Reimbursement	\$ 3754.98
Lodging & Meals	\$ 160.26
Total Expenses	\$ 43,075.48



Appendix A: 2023-2024 River Watch Sampling Participation Data

School	Sampling Days	Individual Students
Bloomington - Jefferson	4	38
Chaska	1	70
Comfrey	1	25
Eden Prairie	2	8
Hiawatha Prep	2	55
MN Valley Izaak Walton League Green Crew Team	8	20
Madelia	4	24
Mankato East	3	7
Mankato Loyola	2	30
MN New Country School	2	8
Minnesota Valley Lutheran	2	24
New Ulm Cathedral	3	26
Nicollet Middle School	2	21
Norwood Young America	2	78
Prior Lake	8	173
Redtail Elementary	1	500
School of Environmental Studies	2	28
Shakopee	1	110
Sibley East	3	65
Sleepy Eye Public	3	4
Sleepy Eye St. Mary's	3	46
Springfield	1	54
South High School	3	28
Waseca	3	5
23 River Watch Teams	66 School Days	1,443 Individual Students

Appendix B: Curriculum Alignment with MN's Next Generation Science Standards

Program Level	Applicable Standards	Benchmark
High School	9E.4.2.2.1	Apply place-based evidence, including those from Minnesota American Indian Tribes and communities and other cultures, to construct an explanation of how a warming climate impacts the hydrosphere, geosphere, biosphere, or atmosphere.
	9C.2.1.1.1	Analyze patterns in air or water quality data to make claims about the causes and severity of a problem and the necessity to remediate or to recommend a treatment process.
Middle School	6E.3.2.1.3	Apply scientific principles to design a method for monitoring and minimizing a human impact on the environment.
	6E.3.1.1.3	Develop a model, based on observational and experimental evidence, to describe the cycling of water through Earth's systems driven by energy from the sun and the force of gravity.
	7L.3.2.1.1	Construct an explanation based on evidence for how environmental and genetic factors influence the growth of organisms and/or populations.
Elementary	1E.4.2.1.1	Communicate solutions that will reduce the impact of humans on the land, water, air, and/or other living things in the local environment.
	4E.1.2.1.1	Make observations and measurements to provide evidence of the effects of weathering or the rate of erosion by the forces of water, ice, wind, or vegetation.

B. Discussion of Friends of the MN Valley funding request

Mr. Suss came forward and withdrew his request for funding for next year's County Fair project. He shared that they have reached out to the directors of SWCDs in the river basin and asked if they would be interested in sharing a booth at the County Fairs with the Friends of the Minnesota River Valley, which has received some support. He shared the request for funding for the River Watch program.

Mr. Crawford reviewed the River Watch program with the Board. He stated that they have reached their capacity with their current funding and are requesting funding from the Board to work with more schools on the River Watch program.

Manager Salvato asked if the program is in the category of a volunteer monitor. Mr. Crawford explained that they have their own project number so the students are able to go enter the project number on the PCA database and see all of the River Watch data that has been collected since the program started. He noted that they have around 150 students who go out to the river in one day. He added that Prior Lake alone has generated a large amount of data.

Manager Salvato asked if this program is looking to get more lower income children into STEM. Mr. Crawford stated that this is definitely a priority for them. He added that they are now working with the All Nations Program to expand the diversity of the program.

President Barisonzi asked about the volume of the program. Mr. Crawford shared that during the 2022-2023 school year they worked with around 2500 kids and are around 700 kids so far this school year. He noted that they have different curriculums for elementary, middle, and high school students.

Mr. Suss reviewed the request for \$20,000 and how they would be able to expand the program with these funds.

Manager Hartmann noted that it is a priority of the district to collect chloride and asked if the students will be collecting this. Mr. Crawford stated that they have signed up for chloride tests from Salt Watch and they bring them out into the field with them. He noted that he does also send in this data. Mr. Suss added that they will be an official partner with Salt Watch soon.

The Board agreed that it would be important to them that chloride is added to this conversation and reporting structure.

Mr. Evenson shared that this funding is not only going to help the students, but also their parents, teachers, and friends. He noted that this will reach the whole sphere of the kids that are in these classes. He added that this will also help create a basis for future education of these kids and provide opportunities for them in the area of natural resources. He stated that this will also help give these students an understanding of natural resources.

Manager Kuplic shared that they are amazed that the high school students are helping teach this information to the younger students.

Manager Kuplic made a motion to support the proposal and authorize funding of \$20,000 for the 2023-2024 River Watch Program. Manager Salvato seconded the motion. Upon a vote

being taken the following voted in favor of the motion: Amundson, Hartmann, Kuplic and Salvato; the following voted against: None; President Barisonzi abstained.

Suss thanked the Board for their funding and support.

7. OLD BUSINESS

A. 2021/2022 Financial Audit

Administrator Loomis introduced this item and shared that the audit is still ongoing. She noted that they are hoping to have most of the audit wrapped up this week.

President Barisonzi asked if there had been any action taken against the previous auditor. Administrator Loomis stated that they have filed a formal complaint with the accountancy board regarding this auditor.

B. Lower Minnesota River East One Watershed One Plan Governance

An update was provided in the October Administrator Report.

Administrator Loomis shared that the first draft of the plan was released today for comments to the.. Advisory Committee. She noted that the Policy Committee will likely receive it tomorrow. She added that she can share a copy of the plan with anyone interested

C. City of Carver Levee

Administrator Loomis introduced this item and shared that she and Ms. Young had run into the project manager for the city of Carver on this project at the Minnesota Water Resource Conference and he shared that he would like to come to the December Board Meeting to give an update to the Board on this.

D. Dredge Management

i. Dredging at mouth of MN River

Administrator Loomis introduced and provided background on this item. She shared that the dredging was supposed to take place on October 2nd.

ii. Sale of Dredge Material

No update on this item.

iii. Private Dredge Material Placement

Administrator Loomis noted that she has not gotten a notice from the DNR that Cargill has requested a permit to do any additional dredging at Cargill east or west.

iv. Vernon Avenue reconstruction and culvert replacement project

Administrator Loomis shared that she did receive a notice this week from the Corp. of Engineers that they will not require a permit from them on this project. She noted that they are just waiting for the LMRWD to permit the project as well as the DNR.

E. Watershed Management Plan

No new information to report since the last update.

F. 2023 Legislative Action

Administrator Loomis introduced this item. She shared that Lisa Frenette, the Board's legislative liaison, is in attendance.

Ms. Frenette shared that they have had a lot of success with dredge management and the things that they have needed to do with BWSR allowing the Board to use some extra funds for other issues. She shared that there may not be any money available next year as so much was spent

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 5th Street, Suite 102, Chaska, MN 55318, and Friends of the Minnesota Valley, (the “FRIENDS”) a 501(c)3 tax-exempt, nonprofit corporation, with headquarters located at 6601 Auto Club Road, Bloomington, MN 55438

The parties agree as follows:

1. TERM OF THE AGREEMENT

The Friends agrees to furnish River Watch program services to the LMRWD commencing October 18, 2023, and terminating December 31, 2024, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

2. SERVICES TO BE PROVIDED

The Friends agrees to provide River Watch program services to the LMRWD as more fully described in Exhibit A, attached hereto and incorporated herein by reference.

3. PAYMENT FOR SERVICES

The Friends will bill LMRWD for services rendered. Payment shall be made within thirty-five (35) days from receipt of the invoice. Payment will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the grant agreement. 2.) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by the LMRWD. Grantee is required at this point to submit documentation of the expenditures report on the Interim Financial Report for verification. 3.) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. A Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by the LMRWD.

The total cost of this Agreement shall not exceed Twenty Thousand Dollars (\$20,000).

4. INDEPENDENT CONTRACTOR

The Friends shall select the means, method, and manner of performing the services. Nothing is intended or should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting either party as the agent, representative, or employee of the other party for any purpose. The Friends is and shall remain an independent contractor for all services performed under this Agreement.

5. LIABILITY

Each party shall be responsible for its own acts and deeds and the results thereof. The Friends’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law.

6. INSURANCE

A. Both parties agree at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following insurance coverages:

Limits

1. Commercial General Liability on an occurrence Basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence – Combined Bodily Injury and Property Damage	1,500,000

2. Workers’ Compensation and Employer’s Liability

Workers’ Compensation	Statutory
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Employer’s Liability. Bodily injury by:

Accident – Each Accident	500,000
Disease – Policy Limit	500,000
Disease – Each Employee	500,000

3. Professional Liability – Per Claim 1,500,000
Aggregate 2,000,000

The professional Liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

B. A self-insurance program is an acceptable method to provide the required insurance limits.

C. Duty to Notify. Each party shall promptly notify the other party 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. Each party shall also notify the other party whenever it has a reasonable basis for believing that it and/or its employees, officers, agents 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.

7. DATA PRACTICES

Each party, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), adopted as part of the American Recovery and Reinvestment Act of 2009, and implementing regulations, if applicable, 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.

8. SUCCESSORS AND ASSIGNMENTS

- A. Each party binds itself, its partners, successors, assigns and legal representatives to the other party for all covenants, agreements and obligations contained in the contract documents.
- B. Neither party shall 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 other party.

9. 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.

10. DEFAULT AND CANCELLATION

- A. If each 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.
- 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.

11. 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.

12. CONTRACT ADMINISTRATION

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

13. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

Both parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.

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 Friends shall be sent to the Friends Administrator with a copy to the originating Department at the address given in the opening paragraph of the Agreement. Notice to the Commission shall be sent to the address stated in the opening paragraph of the Agreement.

15. MEDIA OUTREACH

LMRWD shall not use the term “River Watch”, or any derivative thereof in LMRWD’s advertising, external facing communication and/or marketing, including but not limited to advertisements of any type or form, promotional ads/literature, client lists and/or any other form of outreach, without the written approval of the Friends of the Minnesota Valley, or their designees.

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 those courts located within the Hennepin County, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

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FRIENDS ADMINISTRATOR AUTHORIZATION

Reviewed by the Friends Attorney’s Office

FRIENDS OF THE MINNESOTA VALLEY STATE OF MINNESOTA
The Friends certify that the person who executed this Agreement is authorized to do so on behalf of the Friends as required by applicable articles, bylaws, resolutions or ordinances. *

Attorney


By: Ted L Suss
Its: Executive Director

Date: 8/31/2024

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: Joseph Barisonzi

Signed:  Joseph Barisonzi (Jun 26, 2024 20:21 CDT)

Title: President

Date: June 26, 2024

* 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 parties the Agreement is executed.

EXHIBIT A

SCHEDULE OF SERVICES

River Watch is a volunteer monitoring program coordinated by Friends of the Minnesota Valley and highlights a partnership between Friends of the Minnesota Valley and the Lower Minnesota River Watershed District. In the program, teachers and youth volunteers use biological monitoring criteria established by the MPCA to monitor local streams. Teachers use this as a unique hands-on research experience in the classroom setting. The details of the program responsibilities are as follows:

- Take proper precautions to ensure the safety of those involved in activities relating to River Watch.
- Recruit and manage teachers and students to monitor sites within the Lower Minnesota River Watershed District
- Coordinate and facilitate training sessions in field collection techniques and macroinvertebrate identifications including all in-person, hands-on training.
- Provide funds to cover internal teacher costs including busing and substitute teacher pay
- Provide all Quality Assurance/Quality Control checks.
- Manage program finances.
- Manage program contracts.
- Maintain communication with all parties.
- Keep accessible all data sheets, site selection forms, financial records, and reports.
- Provide copies of checked data sheets as requested.
- Coordinate outreach educational opportunities.
- Coordinate volunteer appreciation efforts.
- Develop and distribute Year End Results to all interested parties upon request and via Hennepin Friends website.









RiverWatchContract_2023

Final Audit Report

2024-08-31

Created:	2024-06-27
By:	Linda Loomis (naiadconsulting@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIedaJ30kFTriv64w-q2IWek-qxyUadpt

"RiverWatchContract_2023" History

-  Document created by Linda Loomis (naiadconsulting@gmail.com)
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2024-06-27 - 1:17:58 AM GMT
-  Email viewed by Joseph Barisonzi (jbarisonzi@iwlamnvalley.org)
2024-06-27 - 1:21:28 AM GMT - IP address: 74.125.212.1
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Signature Date: 2024-06-27 - 1:21:51 AM GMT - Time Source: server- IP address: 75.231.4.191
-  Document emailed to tedluss@gmail.com for signature
2024-06-27 - 1:21:52 AM GMT
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2024-08-31 - 2:42:03 PM GMT - IP address: 98.97.13.40
-  Document e-signed by Ted Suss (tedluss@gmail.com)
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Signature Date: 2024-08-31 - 2:42:05 PM GMT - Time Source: server- IP address: 98.97.13.40
-  Agreement completed.
2024-08-31 - 2:42:05 PM GMT