



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, March 19, 2025

### **Agenda Item**

#### **Item 4. A. – Presentation by Scott County SWCD**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

Troy Kuphal and his team, from the Scott County Soil and Water Conservation District will attend the Board meeting to present results from the 2024 monitoring season and the Scott County Water Education Partnership.

A draft of the Agreement between the LMRWD and the Scott Soil and Water Conservation District for monitoring, technical, education, and other conservation services for 2025 is attached for the Board's information. Mr. Kuphal will answer any questions the Board may have regarding the agreement for 2025 services.

#### **Attachments**

Draft Agreement Between the Lower Minnesota River Watershed District and the Scott Soil and Water Conservation District for Monitoring, Technical, Education and other Conservation Services

#### **Recommended Action**

Motion to approve and authorize execution of the Agreement Between the Lower Minnesota River Watershed District and the Scott Soil and Water Conservation District for Monitoring, Technical, Education and other Conservation Services

**AGREEMENT BETWEEN THE LOWER MINNESOTA RIVER WATERSHED DISTRICT  
AND THE SCOTT SOIL AND WATER CONSERVATION DISTRICT FOR MONITORING, TECHNICAL,  
EDUCATION, AND OTHER CONSERVATION SERVICES**

This Contract for Services (Contract) is made and entered into between the Lower Minnesota River Watershed District ("LMRWD"), a body corporate and politic, and the Scott Soil and Water Conservation District, is a special purpose unit of governmental and political subdivision of the State of Minnesota ("SWCD" or "Contractor").

**WHEREAS**, the LMRWD is in need of services from SWCD as set forth in the Statement of Work, attached hereto as Attachment 1, and the SWCD desires and is capable of providing such services.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. **TERM**

This Contract shall be in effect as of January 1, 2025, notwithstanding the dates of the signatures of the parties, and shall continue through December 31, 2025, unless earlier terminated by law or according to the provisions herein.

2. **CONTRACTOR'S OBLIGATIONS**

The LMRWD hereby contracts with the SWCD to provide services related to monitoring (water quality, thermal and well), technical assistance and cost share, education, and other engineering, technical and administrative services, as set forth in Attachment 1 - 2025 Statement of Work.

The Services shall commence immediately upon receipt of notice to proceed from the LMRWD Administrator, who will serve as the LMRWD's agent for such services and will administer this Contract.

3. **PAYMENT**

3.1 **Invoicing**. The SWCD will invoice the LMRWD on a time and materials basis, except for services under Task III, Education, which will be invoiced in equal quarterly installments subject to progress and reporting acceptable to the LMRWD Administrator. The maximum amount for which the SWCD may invoice the LMRWD under this Agreement shall be \$40,675 as set forth in Attachment 1. The SWCD shall not invoice the LMRWD for services or materials more than this amount without prior authorization by the LMRWD Administrator or Board.

3.2 **Compensation**. The SWCD will invoice for services according to the following hourly rates:

Administrative Specialist, Resource Conservation Technician	\$68
Resource Conservationist I, Natural Resource Specialist I	\$72
Water Resource Specialist, Ag Program Specialist, Outreach and Education Specialist	\$72
Resource Conservationist II, Natural Resource Specialist II	\$78
Senior Resource Conservationist, Finance and Accounting Specialist	\$84
District Director	\$96
Water quality monitoring equipment surcharge: YSI sonde or equivalent	\$10
Flow measurement equipment surcharge: Flowtracker or equivalent	\$5

3.3 **Time of Payment**. The LMRWD shall make payment to SWCD within sixty (60) days of the date on which an itemized invoice is received. If the invoice is incorrect, defective, or otherwise improper, the LMRWD will notify the SWCD within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the SWCD, the LMRWD will make payment within thirty-five (35) days.

3.4 Payment for Unauthorized Claims. The LMRWD may refuse to pay any claim that is not specifically authorized by this Contract. Payment of a claim shall not preclude the LMRWD from questioning the propriety of the claim. The LMRWD reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

3.5 Payment Upon Early Termination. In the event this Contract is terminated before the completion of services, the LMRWD shall pay to the SWCD, for services provided in a satisfactory manner, a sum based upon the actual time spent at the rates stated in paragraph 3.2. In no case shall such payment exceed the total contract price.

#### 4. COMPLIANCE WITH LAWS/STANDARDS

4.1 General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

4.2 Minnesota Law to Govern. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota, County of Scott.

#### 5. INDEPENDENT CONTRACTOR STATUS

The SWCD is an independent contractor and nothing herein contained shall be construed to create the relationship of employer and employee between LMRWD and the SWCD. The SWCD shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services. The SWCD shall have discretion as to working methods, hours and means of operation. The SWCD acknowledges and agrees that the SWCD is not entitled to receive any of the benefits received by LMRWD employees and is not eligible for workers' or unemployment compensation benefits. The SWCD also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the SWCD and that it is the SWCD's sole obligation to comply with the applicable provisions of all federal and state tax laws.

#### 6. SUBCONTRACTING

6.1 The parties shall not enter into any subcontract for the performance of the services contemplated under this Contract nor assign any interest in the Contract without prior written consent of all parties and subject to such conditions and provisions as are deemed necessary. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.

6.2 Any subcontractor approved by the LMRWD will be required to provide proof of insurance to the LMRWD in coverage and amount the same as the SWCD. Prior to or concurrent with execution of this Contract, the SWCD shall file certificates or certified copies of its subcontractor(s)' policies of insurance with the LMRWD. All fees for services and all job supervision will remain the obligation of the SWCD.

6.3 The SWCD agrees to pay any subcontractor within ten (10) days of the SWCD's receipt of payment from the LMRWD for undisputed services provided by the subcontractor. The SWCD agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

#### 7. INDEMNIFICATION

Each party to this Contract shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. Each party hereby agrees to indemnify, hold harmless and defend the other, its officers, employees or agents, against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other party, its officers, employees or agents, may sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its officers, employees or agents, in the

execution, performance, or failure to adequately perform its obligations pursuant to this Contract. Minn. Stat. Ch. 466 and other applicable laws shall govern the liability of the LMRWD.

8. INSURANCE

8.1 General Terms. At its own expense and in order to protect the SWCD and to protect the LMRWD under the indemnity provisions set forth above, The SWCD shall procure and maintain policies of insurance covering the term of this Contract, as set forth in the Insurance Terms, unless waived or amended by the LMRWD in writing.

8.2 Certificates. Prior to or concurrent with execution of this Contract, the SWCD shall file certificates or certified copies of such policies of insurance with the LMRWD.

8.3 Failure to Provide Proof of Insurance. The LMRWD may withhold payments or immediately terminate this Contract for failure of the SWCD to furnish proof of insurance coverage or to comply with the insurance requirements as stated above.

9. FORCE MAJEURE

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers; provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

10. OWNERSHIP, COPYRIGHTS AND FUTURE USE OF WORK PRODUCT

Upon the completion of this Contract, all work product, data compilations, and materials of any kind, regardless of the format in which they exist will become the sole and exclusive property of the LMRWD. The SWCD, at the request of the LMRWD, shall execute any necessary documents to transfer ownership rights to the LMRWD. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, actually or constructively reduced to practice by the SWCD or its employees or agents in the course of or in connection with this Contract, the SWCD shall immediately give the LMRWD's authorized representative written notice and complete information thereof.

In all publications or press releases or presentations to the public where data collected or compiled in the performance of this contract is disseminated. The SWCD shall acknowledge funding by the LMRWD for all or part of the costs of making such information available to the public.

11. TERMINATION

Either party may terminate this Contract for cause by giving seven (7) days' written notice or without cause by giving thirty (30) days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Contract. Cause shall mean a material breach of this Contract and any supplemental agreements or amendments thereto. This Contract may also be terminated by the LMRWD in the event of a default by the SWCD. In the event this Contract is terminated for cause, the SWCD shall be entitled to payment determined on a pro rata basis for work or services satisfactorily performed. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Contract shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination.

12. CONTRACT RIGHTS/REMEDIES

12.1 Rights Cumulative. All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

12.2 Waiver. Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be modification for the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the LMRWD and the SWCD.

13. AUTHORIZED REPRESENTATIVES

The following named persons are designated the authorized representatives of parties for purposes of this Contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the LMRWD, the authorized representative shall have only the authority specifically or generally granted by the Board. Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract.

**To the SWCD:**

Troy Kuphal, District Director  
Scott Soil and Water Conservation District  
7151 W. 190<sup>th</sup> Street  
Jordan, MN 55352  
Telephone: (952) 492-5411

**To the LMRWD:**

Joseph Barisonzi, President  
Lower Minnesota River Watershed District  
112 E 5<sup>th</sup> Street  
Chaska, MN. 55318  
(952) 856-5880

14. LIAISON

To assist the parties in the day-to-day performance of this Contract and to define services, ensure compliance and provide ongoing consultation, a liaison shall be designated by the SWCD and the LMRWD. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Contract, the following persons are the designated liaisons:

**SWCD Liaison:**

Troy Kuphal, District Director  
Scott Soil and Water Conservation District  
7151 W. 190<sup>th</sup> Street, Suite 125  
Jordan, MN 55352  
Telephone: (952) 492-5425

**LMRWD Liaison:**

Linda Loomis, Administrator,  
Lower MN River Watershed District  
6677 Olson Memorial Highway  
Golden Valley, MN 55427  
763-545-4659

15. MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, signed by authorized representatives of the LMRWD and SWCD.

16. SEVERABILITY

The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

17. MERGER

17.1 Final Agreement. This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

17.2 Attachments. Attachment 1 attached and incorporated herein by reference.

- Attachment 1 – 2025 STATEMENT OF WORK

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the date(s) indicated below.

**FOR LOWER MINNESOTA RIVER WATESHED DISTRICT**

By: \_\_\_\_\_  
Joseph Barisonzi, Board President

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

**FOR SCOTT SOIL AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Troy Kuphal, District Director

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

## **ATTACHMENT 1: 2025 STATEMENT OF WORK**

This Statement of Work (SOW) is made pursuant to and governed by the approved 2025 Contract for Services between Lower Minnesota Watershed District ("LMRWD") and Scott Soil & Water Conservation District (SSWCD), and defines the specific monitoring, education, technical assistance, and other related services the SWCD will provide to the LMRWD in connection with said Contract for Services.

### **Task I. Monitoring (\$25,650)**

#### **Scope of Work**

The SSWCD will assist the LMRWD with planning and implementing its water quality, thermal and well monitoring programs.

#### **A. Eagle Creek Water Quality**

##### **1. Base Monitoring (\$8,450)**

- Collect monthly base-flow samples and storm event composite samples
- Deliver samples to the MCES lab
- Maintain and calibrate sonde
- Log, process and complete QA/QC of data

##### **2. Enhanced Monitoring Program Partnership w/Cities of Shakopee and Savage (\$3,800)**

- Bi-weekly Chloride and E. coli. sample collection at three (3) new locations, each upstream of the WOMP II station.
- Deliver samples to the MCES lab
- In-situ measurements for Temp, conductivity, pH, and DO during each sample visit
- Lab and supply costs
- Data processing and QA/QC, and submittal

#### **B. Eagle Creek Thermal Monitoring (\$1,850)**

- Collect data from loggers
- Data management and analysis
- Maintain sites and equipment
- Includes continuing monitoring per approved 2018 project proposal

#### **C. Water Quality and Flow – Dean Lake (\$5,350)**

- Collect monthly base-flow samples and storm event composite samples
- Deliver samples to the MCES lab
- Maintain and calibrate sonde
- Collect flow measurements
- Log, process and complete QA/QC of data

#### **D. Well Monitoring (\$3,350)**

- Collect depth-to-water readings monthly
- Enter data into DNR database
- Maintain sites and well monitoring equipment

#### **E. Reporting (\$2,850)**

- Prepare written annual data and analysis report for all monitoring
- Prepare and deliver summary presentation
- Prepare and present proposed work plan and budget

### **Task II. Technical Assistance and Cost Share (\$6,700)**

#### **Scope of Work**

The SWCD will provide technical and cost share assistance to landowners within the DISTRICT in support of

implementation of conservation behaviors and best management practices that reduce soil erosion, decrease runoff volume, and improve water quality. The SWCD will assist landowners who contact the SWCD directly or who are referred by the DISTRICT for conservation program information and/or technical assistance. Cost share may be provided for projects that meet eligibility and other relevant criteria in accordance with the SSWCD's cost share program policy docket, subject to available funding.

**A. Technical Assistance (\$4,500)**

a) Conservation Marketing and Promotion

The SWCD will continue marketing initiatives to promote adoption of conservation practices aimed at phosphorus and sediment reductions. Focus in 2024 will be practices targeted in the SWCD's 2020 CWF grant, prioritizing the Spring Lake and Fish Lake watersheds. SWCD staff will also assist with outreach for the Upper Watershed Blueprint as requested. Activities generally include:

- Identifying targeted parcels and landowners and gathering contact information
- Preparing letters, mail lists, and informational materials
- Making personal calls and in-person visits
- Tracking and reporting progress

b) Livestock/Commodity Producer Assistance

The SWCD will provide technical support to livestock and commodity producers on conversation measures providing water quality benefits. Activities generally include:

- Provide Equipment Rental Program services for cover crops, no-till and other conservation seeding
- Assist with livestock facility, animal waste, and pasture management planning
- Provide information and assistance related to state feedlot regulations, including planning, permitting, inspections, complaint response and pollution discharge

c) Cost Share

The SWCD will administer cost share in accordance with the approved 2024 policy manual, or Docket (see Exhibit C). Services under this task will be provided to District landowners who respond with interest to marketing efforts under Task IA or who contact the SWCD on their own. Activities generally include any or all of the following depending on landowner interest and site-specific characteristics :

- Landowner consultation (communication, correspondence, decision-making)
- Site investigation and feasibility assessment
- Project survey and design
- Cost share contract development and payment administration
- Construction inspection and certification

d) Status Reviews

Projects installed using DISTRICT funds will be inspected to ensure the responsible party is complying with their signed cost share contract and related maintenance plan. Inspections are completed the 1st and 4th year following certification for contracts that have a 5-year term, and the 1st, 4th and 9th for contracts that have a 10-year term. Activities generally include:

- Conduct site visit and inspection of project site
- Prepare inspection report
- Conduct follow up inspection and landowner technical assistance, if necessary

**B. Cost Share (\$2,200)**

- a) This is pass-through to cooperators that install conservation practices
- b) Advance cost share application approval and final construction certification is required in accordance with SWCD cost share policies

**Task III. Education and Outreach (\$7,575)**

**Scope of Work**

The SWCD will provide various educational programming services, as described below.

**A. Natural Landscaping Workshop or Webinar**

The SWCD will plan, coordinate and host one event, to include the following activities:

- Plan workshop details in coordination with the District and Cities of Prior Lake, Savage and Shakopee
- Develop promotional and informational materials and resources
- Plan and deploy a marketing campaign, with targeting to include residents in the Cities of Prior Lake and Savage
- Coordinate and manage attendee registration and participation
- Prepare and present information
- Post-workshop review and follow up with landowners

**B. SCWEP Activities**

The SWCD will plan, coordinate and execute events and activities as identified in the 2024 Scott Clean Water Education Program (SCWEP) work plan. These services have multi-jurisdictional benefit and are supported by funding contributions by all SCWEP partners. At least three workshops in total will be planned

**C. Other Education Activities**

The SWCD will help provide support and assistance with other education efforts as may be requested by the District, including but not limited to developing education and promotion materials and assisting with special event planning and coordination.

**Task IV. Other Services (\$750)**

**Scope of Work**

The SWCD will provide the following and technical services on an as-needed basis:

- Provide consultation on activities related to soil and water resources within the LMRWD
- Conduct or assist with LMRWD compliance reviews
- Review development plans for compliance with LMRWD standards
- Conduct construction inspections and oversight to ensure compliance with LMRWD standards
- Assist with surveys, construction supervision, and/or project management for capital improvement projects
- Conduct or assist with inventory and/or mapping projects
- Assist with monitoring plan development
- Attend LMRWD-sponsored meetings, including but not limited to Board and TAC meetings
- Assist with development of plans, including but not limited to Comprehensive Water Resources Management Plan and TMDL Implementation Plans
- Assist with planning and development of LMRWD cost share program
- Other services as may be requested