

ADMINISTRATOR AGREEMENT

This AGREEMENT is made as of this 1 day of May 2025, by and between the Lower Minnesota River Watershed District, a Minnesota Watershed District established in accordance with the Minnesota Watershed Act ("LMRWD") and Naiad Consulting, LLC ("Contractor").

1. SCOPE OF SERVICES. Contractor shall act as a transitional support contractor for the term of this Agreement, as defined in Paragraph 3.1, by developing a work plan consistent with the requirements set forth in **Attachment A** (collectively, the "Services").
 - 1.1. Contractor shall provide timely updates on the progress of the Services to LMRWD through the LMRWD Administrator, Evergreen International Sustainability Solutions, LLC, c/o William Lytle, 711 1st Ave S. Buffalo, MN 55313.
 - 1.2. The Services may be expanded through written agreement between LMRWD and Contractor and attached as an addendum to this Agreement.
2. PERSONNEL.
 - 2.1. Contractor shall provide a knowledgeable and qualified person to fulfil the Services.
3. TERM AND TERMINATION.
 - 3.1. This Agreement shall remain in effect for a term of one (1) year from the date above, concluding on May 1, 2026, unless otherwise modified or extended by mutual agreement in writing.
4. COMPENSATION.
 - 4.1. LMRWD agrees to compensate Contractor upon the amounts reflected in **Attachment A**.
 - 4.1.1. Contractor shall bill LMRWD monthly for the percentage of each task completed, not to exceed the total amount reflected in **Attachment A** for each task.
 - 4.1.2. The LMRWD Administrator shall confirm if the percentage of each task reflected in Contractor's monthly billing is accurate.
 - 4.2. If the Services are expanded via an addendum, as contemplated in paragraph 1.2 of this Agreement, the addendum may include additional compensation in addition to the compensation in paragraph 4.1 of this Agreement.
 - 4.3. If mutually agreed upon in writing, LMRWD may compensate Contractor for items and tasks that exceed the scope of Services.
5. INSURANCE.
 - 5.1. Contractor shall maintain, at their sole expense, the following minimum insurance:
 - 5.1.1. General Liability: \$1,000,000 per occurrence / \$1,000,000 aggregate
 - 5.1.2. Professional Liability (E&O): \$1,000,000

- 5.2. Contractor shall provide evidence of insurance (certificates of insurance) to LMRWD upon execution and when requested. Contractor shall notify LMRWD in writing within 10 days of cancellation, non-renewal, or any material change in the policy.
6. TERMINATION. Either party may terminate this agreement upon written notice if the other party materially breaches any term of the agreement and does not remedy the breach within ten (10) business days of receiving written notice. In the event of termination, the Contractor will be compensated for all services performed to the satisfaction of the LMRWD up to the effective date of termination.
7. INDEPENDENT CONTRACTOR STATUS.
- 7.1. Contractor is not an employee of LMRWD and shall receive no employee benefits.
- 7.2. Contractor shall provide their own office space, equipment, and administrative support.
- 7.3. LMRWD shall not be responsible for any and all negligent action.
- 7.4. This is a non-exclusive agreement; Contractor may engage in other contracts.
- 7.5. Contractor shall retain control over the manner and means by which the Services are performed and shall not be subject to the supervision or control of LMRWD as to the details of the work.
- 7.6. Contractor shall be solely responsible for all taxes, withholdings, and other statutory, regulatory, or contractual obligations of any sort, including but not limited to income tax, self-employment tax, and unemployment insurance contributions.
- 7.6.1. Prior to execution of this Agreement, Contractor shall provide a taxpayer identification number to LMRWD. If Contractor fails to provide the taxpayer ID number, LMRWD shall withhold 9.85% Minnesota income tax from Contractor's pay.
- 7.7. LMRWD shall provide no training, tools, or equipment required to perform the Services under this Agreement.
- 7.8. Contractor represents that it operates an independent business and is customarily engaged in providing similar services to other clients.
- 7.9. Contractor shall be liable for all acts or omissions of any subcontractors or personnel it engages to assist with the Services.
- 7.10. Contractor shall maintain all business registrations and licenses as required under applicable federal, state, or local laws.
8. DATA PRACTICES AND RECORDS.
- 8.1. All work products, data, and records related to this Agreement shall be the exclusive property of LMRWD.
- 8.2. Contractor shall comply with the Minnesota Government Data Practices Act and all other applicable data privacy laws.



- 8.3. Contractor shall notify LMRWD immediately upon receiving any public data requests.
- 8.4. Contractor may retain copies of deliverables for portfolio or recordkeeping purposes, provided no confidential or proprietary LMRWD data is disclosed or reused without written consent. Contractor shall not reuse project-specific content for other clients without LMRWD's written permission.
9. COMPLIANCE WITH LAWS. Contractor shall comply with all applicable federal, state, and local laws, including those related to non-discrimination and labor practices.
10. CONFLICT OF INTEREST. Contractor agrees to disclose any actual or potential conflicts of interest to the Board and to comply with all applicable conflict-of-interest and ethics policies established by the LMRWD.
11. AUDIT. The LMRWD, State Auditor, or their representatives shall have the right to audit any books or records related to this Agreement during normal business hours.
12. SOLE AGREEMENT. This Agreement and any subsequent addenda shall be the sole written agreement between LMRWD and Contractor. This Agreement shall supersede any prior written or oral agreements between LMRWD and Contractor.
13. EFFECTIVE DATE. The effective date of this Agreement shall be May 1, 2025.
14. DISPUTE RESOLUTION. In the event of a dispute arising under this Agreement, the parties agree to first attempt to resolve the matter through informal discussion. If unresolved, the parties shall participate in non-binding mediation prior to initiating litigation.
15. AMENDMENTS. This Agreement may only be amended in writing, signed by both parties.
16. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Minnesota. Jurisdiction and venue shall be in Carver County, Minnesota.
17. NO AGENCY. Contractor shall not act as an agent of LMRWD or bind LMRWD in any way unless explicitly authorized in writing.
18. NOTICES. All notices under this Agreement shall be in writing and sent via certified mail to:

To Contractor: Naiad Consulting, LLC, c/o Linda Loomis, 6677 Olson Highway, Golden Valley, MN 55427

To LMRWD: President Lower Minnesota River Watershed District, 112 East Fifth Street, Suite 102 Chaska, MN 55318

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

NAIAD CONSULTING, LLC

Lower Minnesota River Watershed District

By: Linda Leonas
Its: Owner/Principal
Date: June 1, 2025

By: Jane Byrnes
Its: President
Date: June 17, 2025

Scope of Work: Administrator Transition Support

Prepared for: LMRWD Board of Managers

Position: Transition and Advisory Services Performed by Naiad Consulting

Duration: 3 months with potential for extension

Timeframe: May 21st, 2025 – August 21st, 2025

Budget: Not to exceed \$50,000

I. Objectives

The primary objective of this transition engagement is to ensure a **comprehensive and seamless transfer of institutional knowledge**, contacts, procedures, and project status from the outgoing to the incoming District Administrator. This will support continued operational efficiency, regulatory compliance, and strategic momentum within LMRWD programs.

II. Tasks

Section 1: Orientation & Onboarding

Timeline: Present-May 31

Tasks: 1.1–1.2, 2.1–2.2

Deliverables: D1 – Onboarding Plan & Calendar, D2 – Record & Stakeholder Transfer

Description:

This section initiates the administrator transition with a structured onboarding process and foundational knowledge transfer. The outgoing administrator will guide the incoming administrator through the District's mission, key responsibilities, and current organizational structure. A calendar of meetings and key milestones will be created, along with orientation sessions tailored to the LMRWD's complex role in water resource governance. Deliverables include a formal onboarding schedule, transfer of all critical

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digital and physical records, and a stakeholder directory with context notes. This ensures the incoming administrator is immediately equipped with institutional knowledge and relationship continuity.

Section 2: Current Projects & Operational Context

Timeline: Present-June 15

Tasks: 3.1–3.2, 4.1–4.2

Deliverables: D3 – Project & Contract Overview, D4 – Financial & Regulatory Calendar

Description:

The second phase provides the incoming administrator with a deep understanding of the District's ongoing projects, consultant relationships, and regulatory duties. The outgoing administrator will lead briefings on active initiatives such as bluff stabilization, creek restoration, and stormwater permitting, and walk through contract scopes and deliverables with legal and technical consultants. Parallel sessions will cover statutory obligations, permitting schedules, and the financial structure of the District's budget, including grants and partnerships. This section culminates in deliverables that map the LMRWD's project status and upcoming financial/regulatory requirements, giving the new administrator tools for proactive leadership.

Section 3: Internal Processes & Institutional Memory

Timeline: Present-June 30

Tasks: 5.1-5.2

Deliverables: D5 – Standard Operating Procedures Manual

Description:

In this section, the outgoing administrator documents the core internal operations of the LMRWD. Standard operating procedures for board meeting preparation, consultant coordination, permit management, digital recordkeeping, and interagency communication will be laid out. This ensures continuity in the day-to-day administration and provides the incoming administrator with a user-friendly guide to running the organization smoothly. The result is a guide, tailored to the LMRWD's processes, values, and timelines, enabling consistent, confident execution of key administrative duties.

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Section 4: Strategic Handoff & Support

Timeline: Present-July 15

Tasks: 6.1–6.2, 7.1

Related Deliverables: D6 – Strategic Transition Memo, D7 – On-call Support Record

Description:

The final section moves from tactical operations to strategic foresight. The outgoing administrator will draft a forward-looking memo outlining key risks, opportunities, and recommended priorities for the next 1–5 years. Areas like operational efficiency (automation, fee schedules, and subcontracting) and stakeholder engagement strategies will be addressed. This period also includes a one-month period of availability for follow-up questions, ensuring the incoming administrator has confidence and support through their first Board meetings and major decision points. The combination of forward guidance and continued mentorship rounds out the transition with professionalism and resilience.

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III. LMRWD Administrator Transition – Structured Tasks & Deliverables Timeline (May–August 2025)

Task ID	Task Description	Deliverable ID	Deliverable Description
Task 1	Kickoff & Onboarding Development	D1	Onboarding Plan & Calendar
1.1	Kickoff meeting with incoming administrator and Board Chair	D1.1	Draft onboarding schedule and initial goals
1.2	Refine onboarding based on roles, calendar alignment, and expectations	D1.2	Finalized orientation document and shared the schedule
Task 2	Transfer of Records and Stakeholder Info	D2	Digital/Physical Record Transfer, Account Access, & Stakeholder Directory
2.1	Organize and digitize critical files (permits, plans, contracts, board packets)	D2.1	Folder structure and archive in a shared drive
2.2	Prepare directory of key contacts with context and communication tips	D2.2	Key stakeholder directory (Board, consultants, LGUs, state partners)
Task 3	Briefings on Ongoing Programs and Agreements	D3	Project and Contract Overview Report
3.1	Brief on active projects and priority areas (e.g., bluff stabilization, Spring Creek, CWMP update)	D3.1	Written summary with status and timelines
3.2	Review existing consultant and vendor contracts; explain scopes and deliverables	D3.2	Annotated contracts register with key terms and renewal timelines
Task 4	Statutory & Financial Responsibilities Transfer	D4	Calendar of Obligations & Financial Overview

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4.1	Review statutory requirements and recurring deliverables (e.g., audits, permits, annual report)	D4.1	Annual obligations calendar
4.2	Budget orientation: review funding sources, grants, and expenditure tracking	D4.2	Budget summary & grant status sheet
Task 5	Documenting Standard Operating Procedures (SOPs)	D5	SOP Manual
5.1	Outline monthly and yearly workflows for LMRWD administrative operations	D5.1	SOP outline draft
5.2	Detail procedures for seasonal procedures with BWSR, counties, permit processing, recordkeeping, audits, and consultant coordination	D5.2	Full SOP manual with attachments
Task 6	Transition Memo & Strategic Recommendations	D6	Final Transition Memo
6.1	Identify upcoming strategic opportunities and potential improvements	D6.1	Outline of short- and long-term priorities
6.2	Draft recommendations for operational efficiency (automation, staggered fees, subcontracting admin roles)	D6.2	Memo with transition reflections and process improvement recommendations
Task 7	On-call Support & Knowledge Reinforcement	D7	As-Needed Q&A and Support Availability

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7.1	Maintain availability for 2–6 hour/week check-ins to answer questions or clarify items as needed	D7.1	Weekly availability log / email record (if required)
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IV. Format for Deliverables

Deliverable No.	Description	Format
D1	Onboarding plan and calendar with meeting agendas	PDF / Shared Doc
D2	Login info; Directory of key contacts with notes on roles and communication protocols	Excel / Google Sheet
D3	Project status report covering all current initiatives and outstanding tasks	Word / PDF
D4	Statutory & Financial Responsibilities Transfer	Resolution/login/introductions
D5	SOP manual or outline	Digital Templates
D6	Transition memo summarizing observations and recommendations for continuity and priorities	Memo (PDF)

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D7	On-call deliverables will vary	TBD
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V. Budget for NAIAD 3 Month Workplan

A. Ongoing Administrative Tasks

Task	Estimated Hours (3 months)	Subtotal (\$)
Board & Committee Meetings	50	\$5,000
Financial Management & Reporting	25	\$2,500
Permitting & Regulatory Compliance	30	\$3,000
Project Coordination & Planning	20	\$2,000
Education & Outreach	10	\$1,000
General Administration	60	\$6,000
Travel & Site Visits	15	\$1,500
Stakeholder Engagement	20	\$2,000
Technology & Website Management	10	\$1,000
Policy & Legal Compliance	10	\$1,000
Subtotal	250 hours	\$25,000

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B. One-Time Transition Deliverables

Deliverable	Estimated Hours	Subtotal (\$)
Onboarding plan and calendar with meeting agendas	10	\$1,000
Login info; Directory of key contacts	10	\$1,000
Project status report covering current initiatives	12	\$1,200
Statutory & Financial Responsibilities Transfer	12	\$1,200
SOP manual or outline	15	\$1,500
Transition memo summarizing recommendations	10	\$1,000
On-call deliverables (as needed)	10	\$1,000
Subtotal	79 hours	\$7,900

C. Program-Based Support

Program Area / Task	Estimated Hours	Subtotal (\$)
Vernon Avenue Dredge Project – Contract & Consultant Coordination	25	\$2,500
Vernon Avenue Dredge Project – Permit Tracking & Compliance	15	\$1,500
Vernon Avenue Dredge Project – Budget Management & Invoicing	15	\$1,500
Area 3 Bluff Stabilization – Meeting Coordination	15	\$1,500
Area 3 Bluff Stabilization – File & Record Management	10	\$1,000
Area 3 Bluff Stabilization – Project Financing	10	\$1,000

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Area 3 Bluff Stabilization – Grant Management & Reporting	10	\$1,000
Spring Creek Project – Communication Support	10	\$1,000
Spring Creek Project – Consultant Oversight & Documentation	10	\$1,000
Subtotal	120 hours	\$12,000

D. Budget Summary Table

Category	Estimated Hours	Subtotal (\$)
Ongoing Administrative Tasks	230	\$25,000
One-Time Transition Deliverables	79	\$7,900
Program-Based Support	120	\$12,000
Contingency & Flex Tasks	50	\$5,000
Total	499	\$49,900

VI. Notes

- Budget assumes a gradual reduction in hours and responsibilities.
- Actual hours may vary depending on the new administrator's onboarding pace and the level of support requested.
- All deliverables will be shared with both the incoming administrator and the LMRWD Board of Managers.
- This scope may be adjusted at the discretion of the Board if additional support is deemed necessary.