



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 18, 2025

Agenda Item

Item 5. G. - Authorize Agreement between LMRWD and Friends of the MN Valley for River Watch

Prepared By

Linda Loomis, Administrator

Summary

At the May 21, 2025, Board of Managers meeting, it was reported that Friends of the Minnesota Valley (FMV) is interested in accepting a grant to support its **River Watch** program. The current LMRWD budget includes \$20,000 for this initiative.

An Agreement for Services between the LMRWD and FMV is attached for the Board's review. This agreement closely mirrors the one signed between the two parties in 2024.

River Watch is an experiential, field-based watershed science program that engages students from elementary, middle, and high schools in hands-on learning. A report detailing the outcomes of the most recent River Watch program funded by the LMRWD is available on the District's website at:

https://lowermnriverwd.org/download_file/view/4153/694

Attachments

2025 Agreement for Services between the LMRWD and FMV for **River Watch** Services

Recommended Action

Motion to approve 2025 Agreement for Services between the LMRWD and FMV for the **River Watch** program and to authorize execution of the Agreement by President Barisonzi

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 May 21, 2025, and terminating December 31, 2026, 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: _____
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: _____ Joseph Barisonzi

Signed: _____

Title: _____ President

Date: _____, 2025

* 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.