

**MEMORANDUM**  
**Comfort Lake-Forest Lake Watershed District**

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**To:** Board of Managers **Date:** February 6, 2020  
**From:** Mike Kinney  
**Subject:** Washington Conservation District 2020 Service Agreement – Technical Services

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**Background/Discussion**

This item was discussed at the November 21 and December 19, 2019 regular meetings. The Board decided to integrate some revisions to the service agreement. The revisions were received from Manager Anderson and incorporated into the agreement. The details of the monitoring element of the agreement are still under coordination between staff and WCD, per recent analysis to improve the efficiency of the District's monitoring program. Given that staff still has several questions for the WCD, I recommend holding off on the monitoring portion of the agreement until such time that it is ready. In the meantime, I recommend that the Board approve an agreement for technical assistance services only. The redlined technical assistance service agreement is enclosed. A clean copy will be brought to the meeting for signature.

**Recommended Action**

Proposed Motion: Manager \_\_\_\_\_ moves to authorize the Board President, on advice of counsel, to enter into the 2020 technical assistance service agreement with Washington Conservation District and in an amount not to exceed \$20,000. Seconded by Manager \_\_\_\_\_.

**Attached:** WCD 2020 Service Agreement (redlined, technical assistance services only)

**2020 SERVICE AGREEMENT  
BETWEEN  
WASHINGTON CONSERVATION DISTRICT  
AND COMFORT LAKE –FOREST LAKE WATERSHED DISTRICT  
FOR TECHNICAL ASSISTANCE SERVICES**

**A. PARTIES**

This Agreement is made and entered into by Washington Conservation District (WCD) and the Comfort Lake-Forest Lake Watershed District (CLFLWD).

**B. PURPOSE**

WHEREAS, the CLFLWD has requested assistance from the WCD to implement the policies specified in MINN. STAT. §§ 103A.206 and 103D.201; and

WHEREAS, the WCD is authorized to enter agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7 and 103D.335, subd. 21; and,

WHEREAS, the WCD has the interest and possesses the professional and technical expertise to assist the CLFLWD in meeting the goals of its Watershed Management Plan.

NOW, THEREFORE, the parties agree as follows:

**C. TERM OF CONTRACT**

The term of this agreement shall be from January 1, 2020 to December 31, 2020 unless extended or terminated earlier as provided herein.

**D. SCOPE OF SERVICES**

The WCD will perform all services and furnish and deliver work products generally described in the attached Exhibits.

**E. COST**

In full consideration for services under this agreement, the WCD shall charge the CLFLWD for its services at the rate set forth in Section F. Costs for services for activities detailed in the attached Exhibit include:

Exhibit A: Technical Assistance Services - \$20,000

Total 2020 WCD Technical Assistance Service Agreement: \$20,000

Any additional costs for special studies or capital projects must be set forth in a written amendment to this Agreement.

**F. BILLING RATE AND PAYMENTS**

1. Services in Exhibit A are billed on an hourly basis at the rate of \$39.00 - \$84.00 per hour, based on personnel and task.

Seasonal	\$39.00
Technician	\$59.00
Senior Technician/Specialist	\$64.00

Senior Tech II/ Specialist II	\$70.00
Senior Specialist	\$76.00
Manager/Administrator/Engineer	\$84.00

Invoices for Exhibit A will be sent on a monthly basis and will list specifically the work performed.

2. Project expenses will be billed as they are accrued.
3. Office supplies, normal office reproduction expenses, and transportation are included in the hourly rate. Other expenses are to be reimbursed at actual cost.

**G. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS**

During the performance of this Agreement, the WCD agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

**H. STANDARDS**

The WCD shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

**I. DATA PRIVACY**

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the WCD’s performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. Or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The WCD agrees to abide by these statutes, rules and regulations and as they may be amended.

**J. AUDITS, REPORTS, AND MONITORING PROCEDURES**

The WCD will:

1. Maintain for six years records that reflect all revenues, cost incurred and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the WCD which are relevant to the contract.

**K. INDEMNITY**

The WCD and the CLFLWD mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless for any and all damages, liability or cost (including reasonable attorneys’ fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this agreement, to the extent each party is responsible for such damages and losses on a comparative basis of fault. Parties agree to provide proof of contractual liability insurance upon request. This paragraph does not diminish, with respect to any third party, any defense, immunity or liability limit that the WCD or the CLFLWD may enjoy under law.

#### **L. INDEPENDENT CONTRACTOR**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the WCD as the agent, representative, or employee of CLFLWD for any purpose or in any manner whatsoever. The WCD is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The WCD represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the WCD or other person, while engaged in the performance of any work or services required by the WCD under this Agreement, shall have no contractual relationship with the CLFLWD and shall not be considered employees of the CLFLWD.

#### **M. MODIFICATIONS**

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the WCD and the CLFLWD shall not require written approval.

#### **N. MERGER**

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph M above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

#### **O. TERMINATION**

Either the WCD or the CLFLWD may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice prior to the effective date of such termination. If the CLFLWD terminates this Agreement, it may specify work to be performed by the WCD before termination is effective and shall pay the WCD for services performed by the WCD up to the time specified for termination. If the WCD terminates the Agreement, it will not be compensated for part completion of a task except to the extent part completion has value to the CLFLWD.

#### **P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

All property of the CLFLWD used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the CLFLWD. The CLFLWD shall have the sole right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement.



**EXHIBIT A**  
**2020 TECHNICAL SERVICES**

**CLFLWD BMP COST-SHARE PROGRAM**

**1. Landowner Outreach**

Targeted and broad-based outreach techniques will be used to generate interest in the program on behalf of the CLFLWD within WD boundaries. The scope and extent of outreach activities will be balanced with reflect WD goals as to the number of projects ~~the CLFLWD~~ it would like to implement ~~per~~ in the year. The WCD Outreach will coordinate outreach activities with, and at the general direction of, be coordinated with the CLFLWD Administrator and other WCD activities or designated WD staff and in communicating with the public will communicate that the program is directed and funded as a program of the WD.

**2. Project Database**

Project information will be tracked in a database and locations will be mapped in a GIS.

**3. Respond to inquiries from the public**

The WCD will respond to inquiries from the public regarding the BMP Program. The WCD will provide responses to the public regarding general program information, program eligibility, best management practice information, and general watershed information. The WCD will respond to initial inquiries about general topics and water quality issues will be responded to as part of the standard WCD programs and not charged under this contract. The WCD will respond to specific inquiries regarding the Cost-Share Program will be responded to as part of the CLFLWD BMP/Cost Share Program and will be considered as a part of under this agreement. In responding, the WCD will not exercise discretionary authority on behalf of the WD, will refer questions to WD staff as appropriate, and will keep WD staff reasonably advised of its public communications. Inquiries responded to as part of this agreement will be shared with CLFLWD.

**4. Site Reviews and Project Evaluation**

Initial site visits will be provided by the WCD County-wide and are part of the standard WCD programs and not considered part of this agreement. Follow-up reviews (if necessary) of potential BMP implementation sites within WD boundaries will be conducted under this agreement ~~and will follow CLFLWD guidelines and goals.~~ Other activities will include: determining site specific BMP Program eligibility and priority, assessing BMP options which will that would adequately address the problem, discussing BMP alternatives with landowners, and promoting implementation of BMPs. WCD will determine supplemental cost-share sources if needed. Site reviews will result in providing cost-share information and recommendations to the WD Administrator or designated staff with respect to eligibility, and priority ranking. Educational materials will be distributed during the site visit.

**5. BMP Design and Contractor Assistance**

The WCD will coordinate BMP design assistance. Design support will be provided by WCD technical resources and/or obtaining assistance from an appropriate technical agency, organization, or consultant. WCD will assist landowners with obtaining qualified contractors to install BMPs.

**6. Construction Monitoring (Site inspections)**

The WCD will monitor construction activities to verify proper implementation of BMPs.

**7. Long Term Monitoring**

The WCD will provide long term monitoring of installed BMPs. The amount and frequency of monitoring will be as directed by the WD Administrator and board, based on the individual BMP installed.

**8. Coordination and Miscellaneous Services**

Regular coordination meetings with the WD Administrator and WD Cost-Share Committee will be conducted. Program will be implemented on a watershed-scale in cooperation with the Chisago SWCD. Other services will

be provided as requested by the Watershed District to implement and carry out the Program. [In providing all services hereunder, the WCD will follow WD guidelines and goals as transmitted or communicated in writing by the WD administrator or designated staff.](#)

**9. Subwatershed Analysis**

Complete Subwatershed Analysis as directed by the District Administrator per [CLFLWD and Metro Conservation District Protocols.](#)

**TOTAL BUDGET: \$20,000**