



MEMORANDUM

Comfort Lake-Forest Lake Watershed District

Date: November 13th, 2025
To: CLFLWD Board of Managers
From: Mike Kinney, District Administrator
Subject: 2026-2027 Chisago Soil and Water Conservation
District Service Agreement



District Wide

Background/Discussion

The purpose of this agenda item is to consider and act on the proposed 2026 - 2027 Service Agreement with the Chisago Soil and Water Conservation District (CSWCD). The agreement, which is patterned after previous years' agreements, includes \$25,000 for technical services identified in Exhibit A.

Recommended Motion

Manager_____ moves to authorize the Board President, on advice of counsel, to enter into the 2026 Service Agreement with Chisago Soil and Water Conservation District and in an amount not to exceed \$25,000. Seconded by Manager_____.

Attached

Chisago SWCD 2026-2027 Service Agreement

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT
BY AND BETWEEN THE CHISAGO SOIL AND WATER CONSERVATION DISTRICT
AND THE COMFORT LAKE – FOREST LAKE WATERSHED DISTRICT**

THIS CONTRACT is between the Chisago Soil and Water Conservation District (CSWCD) and the Comfort Lake-Forest Lake Watershed District (CLFLWD).

WHEREAS, the CLFLWD has requested assistance from the CSWCD to implement the policies specified in Minn. Stat. 103A.206 and 103D.201; and

WHEREAS, the CSWCD is an independent government entity which is authorized to enter into contract or other agreements as authorized in Minn. Stat. 103C.231; and,

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

NOW, THEREFORE, it is agreed:

1. SCOPE OF WORK: Work to be performed by the CSWCD staff includes, but is not limited to:

Exhibit A: Technical Assistance - \$25,000

Total SWCD Service Agreement: not to exceed \$25,000

2. FEES AND COMPENSATION: An invoice that details the work performed by the CSWCD staff and/or its consultants shall be submitted to the CLFLWD monthly. Invoices will indicate hours and mileage by personnel and project work task. The CSWCD will bill at a rate not to exceed \$70/hour.

Consultant retention and billing rate must be approved in advance by CLFLWD administrator. All mileage will be reimbursed at the current IRS approved mileage rate. Payment shall be made by the CLFLWD within 60 days of receipt of invoice.

3. TERM OF AGREEMENT: The effective date of the agreement is January 1, 2026 and will continue until December 31, 2027.

4. CANCELLATION AND TERMINATION: This Agreement may be canceled by the CLFLWD or CSWCD at any time, with or without cause upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CSWCD shall be entitled to payment, determined on a pro rate basis for work or services satisfactorily performed.

5. AUTHORIZED REPRESENTATIVES: All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. CLFLWD's authorized representative for the purpose of administration of this contract is:

Name: Mike Kinney or successor

Address: 44 Lake Street South, Suite A, Forest Lake, MN 55025
Telephone: (651) 395-5850
E-Mail: michael.kinney@clflwd.org

B. The CSWCD's authorized representative for the purpose of administration of this contract is:

Name: Craig Mell or successor
Address: 38500 Tanger Dr. Suite 206, North Branch, MN 55056
Telephone: (651) 674-2333
E-Mail: craig.mell@mn.nacdnet.net

6. ASSIGNMENT: The CSWCD shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of CLFLWD.

7. LIABILITY: The CSWCD shall indemnify, save, and hold CLFLWD, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by CLFLWD, arising from the performance of this contract by the CSWCD or CSWCD agents or employees. This clause shall not be construed to bar any legal remedies the CSWCD may have for CLFLWD's failure to fulfill its obligations pursuant to this contract.

8. WORKER'S COMPENSATION: The CSWCD certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CSWCD's employees and agents will not be considered CLFLWD employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way CLFLWD's obligation or responsibility.

9. GOVERNMENT DATA PRACTICES ACT: The CSWCD and the CLFLWD must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by CLFLWD in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CSWCD in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CSWCD or CLFLWD.

In the event the CSWCD receives a request to release the data referred to in this clause, the CSWCD must immediately notify CLFLWD. CLFLWD will give the CSWCD instructions concerning the release of the data to the requesting party before the data is released.

10. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS: In performing the services, CSWCD will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS: 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.

12. JURISDICTION AND VENUE: This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota.

13. AMENDMENTS: Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

14. AUDITS, REPORTS, AND MONITORING PROCEDURES

The CSWCD 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.

15. SURVIVAL OF TERMS: The following clauses survive the expiration, cancellation or termination of this contract: Liability; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.

IN WITNESS WHEREOF, the above-named parties have executed this Contract on the Date(s) indicated below and shall take effect upon January 1, 2026, irrespective of the dates of signatures below.

APPROVED:

CLFLWD

CSWCD

BY: _____
Board President Date

BY: _____
CSWCD Administrator Date

EXHIBIT A

TECHNICAL ASSISTANCE

CLFLWD BMP COST-SHARE PROGRAM

1. Landowner/Producer Outreach

Targeted and broad-based outreach techniques, including but not limited to CSWCD newsletters, news articles, direct mailings, and producer meetings will be used to generate interest in the program. Outreach will be balanced with the number of projects the CLFLWD would like to implement per year. Outreach will be coordinated with the CLFLWD Administrator and other CSWCD activities.

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 CSWCD will respond to inquiries from the public regarding the BMP Program. The CSWCD will provide responses to the public regarding general program information, program eligibility, best management practice information, and general watershed information. Initial inquiries about general topics and water quality issues will be responded to as part of the standard CSWCD programs and not charged under this contact. Specific inquiries regarding the BMP-Program will be responded to as part of the CLFLWD BMP Program and will be considered as a part of this agreement.

4. Site Reviews and Project Evaluation

Initial site visits will be provided by the CSWCD and are part of the standard CSWCD programs and not considered part of this agreement. Follow-up reviews (if necessary) of potential BMP implementation sites will be conducted under this agreement. Other activities will include: comprehensive farm planning, determining site specific BMP Program eligibility and priority, assessing BMP options which will adequately address the problem, discussing BMP alternatives with landowners, and promoting implementation of BMPs. CSWCD will determine supplemental cost-share sources and/or incentives if needed. Site reviews will result in providing cost-share information and recommendations to the WD Administrator with respect to applicant eligibility, and priority ranking. Educational materials will be distributed during the site visit.

5. BMP Design and Contractor Assistance

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

6. Construction Monitoring (Site inspections)

The CSWCD will monitor construction activities to verify proper implementation of BMPs and provide for project close-out/certification and as-built plans for constructed projects.

7. Long Term Monitoring

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

8. Coordination and Miscellaneous Services

All work will be pursuant to prior coordination with the CLFLWD Administrator. Regular coordination meetings with the CLFLWD Administrator 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.

Budget = \$25,000