

ADMINISTRATOR AGREEMENT

This AGREEMENT is made as of this 18th day of April, 2025, by and between the Lower Minnesota River Watershed District, a Minnesota Watershed District established in accordance with the Minnesota Watershed Act ("LMRWD"), and Evergreen International Sustainability Solutions, LLC ("Contractor").

1. SCOPE OF SERVICES Contractor shall perform the following services as prioritized and assigned by the LMRWD Board of Managers ("Board") under this Agreement, together with such other administrative services as may be assigned from time to time (collectively, the "Services"):
 - a. Facilitate the implementation of the LMRWD's updated Watershed Management Plan, including strategic direction, goals, policies, and 10-year work plans.
 - b. Develop and implement process improvements to increase organizational efficiency and reduce duplication of effort.
 - c. Serve as the primary point of contact for LMRWD business and coordinate activities among consultants.
 - d. Coordinate with City, County, State, and Federal agencies and other stakeholders.
 - e. Coordinate consultant activities, review invoices, and make payment recommendations.
 - f. Identify and pursue grant opportunities and partnerships aligned with the Watershed Management Plan.
 - g. Track annual water quality projects and ensure alignment with established budgets, objectives, and schedules.
 - h. Prepare annual operating and capital budgets for Board consideration.
 - i. Develop an annual work plan and reporting framework with the Board. Reporting shall be with regard to the accomplishment of tasks and compliance with the terms of this Agreement, not relating to the method in which the services are performed.
 - j. Develop all Board meeting agendas; attend all regular and special meetings as required.
 - k. Maintain a tracking system of outstanding items and responsible parties with deadlines.
 - l. Submit monthly work summaries, including time and task allocations and budget status.
 - m. Perform other duties as directed by the Board.
 - n. An initial work plan, including milestones and deliverables, shall be developed and adopted within 30 days of the start of this Agreement. The work plan shall be reviewed and approved at mutually agreed-upon intervals of no less than every six (6) months.

2. TERM AND TERMINATION

- a. This Agreement shall remain in effect for a term of one (1) year from the date above and shall automatically renew for additional one-year terms unless either party provides thirty (30) days' written notice of intent not to renew.
- b. Either party may terminate this Agreement at any time with no less than thirty (30) days' written notice.
- c. Termination for cause requires written notice specifying the basis for termination and shall allow fifteen (15) business days for Contractor to cure the alleged breach.

3. COMPENSATION

- 3.1. For the initial 6-month period, Contractor shall be eligible to receive total compensation of up to \$85,000. This is the maximum allowable amount, inclusive of all payments and any performance bonuses. Compensation shall not be interpreted as a lump sum; rather, payments shall be based on successful completion of deliverables as outlined in the work plan, which shall be incorporated as an attachment to this Agreement.
- 3.2. A performance bonus of up to 15% of the total compensation may be awarded upon successful completion of all deliverables as defined in the transition plan and work plan at the conclusion of the 6-month period. The final determination of successful completion and bonus award shall be at the discretion of the Board.

In no event shall the total compensation, including bonus, exceed \$85,000. Contractor shall submit a mutually agreed-upon work plan and priority schedule, reviewed and updated in consultation with the Board.

4. REIMBURSEMENT OF EXPENSES

- a. Contractor will be reimbursed for pre-approved, reasonable, and necessary out-of-pocket expenses including postage, printing, and travel within the Minneapolis/St. Paul seven-county metropolitan area.
- b. Travel outside this area requires prior written Board approval.
- c. The Board may specify vendors for reimbursable services.
- d. Contractor shall submit monthly invoices including receipts and descriptions of reimbursable expenses.

5. PERFORMANCE REVIEW

- a. The Board shall conduct a formal performance and contract review within 90 days of the effective date and annually thereafter.
- b. Contractor may request contract amendments following each review.

6. SUBSTITUTION AND ASSIGNMENT

- a. Services shall primarily be performed by William Lytle.
- b. Contractor may propose substitute personnel or subcontractors, subject to prior written approval by the Board.

7. INSURANCE

- a. Contractor shall maintain, at their sole expense, the following minimum insurance:
 - i. General Liability: \$1,000,000 per occurrence / \$1,000,000 aggregate
 - ii. Property Damage (Broad Form): \$1,000,000
 - iii. Professional Liability (E&O): \$1,000,000
- b. 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.

8. INDEPENDENT CONTRACTOR STATUS

- a. Contractor is not an employee of LMRWD and shall receive no employee benefits.
- b. Contractor shall provide their own office space, equipment, and administrative support.
- c. LMRWD shall not be responsible for any and all negligent action
- d. This is a non-exclusive agreement; Contractor may engage in other contracts.
- e. 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.
- f. 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.
 - i. 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.
- g. LMRWD shall provide no training, tools, or equipment required to perform the Services under this Agreement.
- h. Contractor represents that it operates an independent business and is customarily engaged in providing similar services to other clients.
- i. Contractor shall be liable for all acts or omissions of any subcontractors or personnel it engages to assist with the Services.
- j. Contractor shall maintain all business registrations and licenses as required under applicable federal, state, or local laws.

9. DATA PRACTICES AND RECORDS

- a. All work products, data, and records related to this Agreement shall be the exclusive property of LMRWD.
- b. Contractor shall comply with the Minnesota Government Data Practices Act and all other applicable data privacy laws.
- c. Contractor shall notify LMRWD immediately upon receiving any public data requests.
- d. 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.

10. COMPLIANCE WITH LAWS Contractor shall comply with all applicable federal, state, and local laws, including those related to non-discrimination and labor practices.

11. 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.

12. 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.

13. 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.

14. AMENDMENTS This Agreement may only be amended in writing, signed by both parties.

15. GOVERNING LAW This Agreement shall be governed by the laws of the State of Minnesota. Jurisdiction and venue shall be in Carver County, Minnesota.

16. NO AGENCY Contractor shall not act as an agent of LMRWD or bind LMRWD in any way unless explicitly authorized in writing.

17. NOTICES All notices under this Agreement shall be in writing and sent via certified mail to:

To Contractor: William Lytle 711 1st Ave S. Buffalo, MN 55313

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