

LOWER MINNESOTA RIVER WATERSHED DISTRICT
MEMORANDUM OF UNDERSTANDING
Transition Agreement – Linda Loomis

Effective Date: May 21, 2025

Parties: Lower Minnesota River Watershed District (LMRWD) and Linda Loomis at Naiad Consulting, LLC

1. Purpose

This Memorandum of Understanding (MOU) outlines the terms and expectations of Linda Loomis' transition from full-time District Administrator to a support contractor role. This agreement enables the continued transfer of institutional knowledge and technical support during the onboarding of the incoming Administrator.

2. Scope of Services

Linda Loomis shall serve as a transitional support contractor beginning May 21, 2025. Under the direction and supervision of the incoming Administrator, she will assist with:

- Implementation of the approved three-month transition work plan
- Transfer of operational, financial, and administrative records
- Stakeholder coordination and knowledge-sharing sessions
- Review of historical projects, contracts, and institutional practices
- Ongoing program and project-based consulting
- Other tasks reasonably requested to support a smooth transition

All work performed will align with the structured timeline, deliverables, and budgets approved by the LMRWD Board as part of the three-month Transition Work Plan.”

3. Supervision

Linda Loomis will operate under the day-to-day supervision of the incoming District Administrator and in coordination with the Board of Managers as needed.

4. Compensation

LMRWD agrees to compensate Linda Loomis at the following rate and structure:

- **Hourly Rate:** \$100/hour
- **Retainer Limit:** Up to **10 hours/month**, billed monthly
- **Reimbursement of Expenses:** Mileage and time will be reimbursed for travel within the Minneapolis/St. Paul seven-county metropolitan area.
- Any additional hours beyond this retainer must be pre-approved in writing by the incoming Administrator or the LMRWD Board Chair, preferably as part of a quarterly workplan proposal.
- Contractor shall submit monthly invoices including receipts and descriptions of reimbursable expenses.

5. Term

This MOU shall remain in effect for an initial term of twelve (12) months, concluding on or around **May21, 2026**, unless otherwise extended or modified by mutual agreement in writing.

6. Independent Contractor Status

Linda Loomis shall continue as an independent contractor and shall not be considered an employee of the District. She shall be responsible for her own taxes, insurance, and business-related expenses.

7. Agreement and Signatures

This MOU reflects the mutual understanding and agreement of the parties and will serve as the basis for a formal contract.

Linda Loomis

Signature: _____

Date: _____

LMRWD Representative

Name: _____

Title: _____

Signature: _____

Date: _____