



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, May 21, 2025

Agenda Item

Item 7. B. - Administrative Services Succession Update

Prepared By

Linda Loomis, Administrator

Summary

On Wednesday, May 14, 2025, the LMRWD Personnel Committee met to review scopes of work and agreements between Evergreen International Sustainability Solutions, LLC and Naiad Consulting, LLC to transition outgoing and incoming Administrative services.

The Committee makes the following recommendations to the Board:

- Approve the Contract between the LMRWD and Evergreen International Sustainability Solutions.
- Approve the three-month Scope of Work for Evergreen International Sustainability Solutions, LLC, as presented to the Committee May 14, 2025, with the first report due no later than June 11, 2025, contingent upon the following amendments:
 - Incorporate a formal schedule for board review and approval of the workplan as required by Section 1.n. of the Administrator Agreement.
 - Clarify that monthly reports will include status on deliverables, budget updates and any needed Board actions or support
 - Specify that use of LMRWD funds requires written pre-approval by the LMRWD Board Chair or his/her designee
 - Reference and attach the Excel-based transition tracker as an official component of the workplan and reporting framework
- Approve the Scope of Work and Memorandum of Understanding for transition support services provided by Naiad Consulting, LLC Effective May 21, 2025, contingent upon the clarifications and additions:
 - The contractor shall coordinate all transition-related tasks and deliverables with the incoming Administrator and Evergreen International Sustainability Solutions, LLC, to ensure alignment and avoid duplication
 - Deliverable prepared by the contractor shall be informational in nature and do not constitute implementation directives unless expressly adopted by the incoming Administrator or Board

- A mid-term review of progress and deliverables shall be scheduled for the July 2025 Board meeting
- A final close-out report shall be submitted at the end of the engagement, summarizing deliverables completed, outstanding issues and lessons learned.
- Compensation shall not exceed the approved budget of \$50,000. All expenditures must be invoiced with itemized descriptions of tasks completed and hours worked. Use of LMRWD funds (up to \$5,000) shall require prior written authorization from the LMRWD Board Chair or his/her designee and must be documented in meeting minutes or formal email correspondence. Any reallocation of funds between lines items or tasks must be submitted in writing and approved by the Board or its designee before changes take effect
- Approve the Memorandum of Understanding with Naiad Consulting LLC, contingent upon consistency with the scope, compensation and deliverables outlined in the Naiad Consulting LLC scope of work approved by the Personnel Committee on May 14, 2025, and to direct Legal Counsel for the LMRWD to develop the MOU into a formal contract for Board review and approval at the May 21, 2025, Board meeting.

The formal contract was not ready for attachment at the time this Summary was prepared and posted with the May 21, 2025, meeting materials. It will be forwarded to the Board when ready.

Attachments

- Contract between the LMRWD and Evergreen International Sustainability Solutions
- Three-month Scope of Work for Evergreen International Sustainability Solutions, LLC
- Scope of Work for Naiad Consulting, LLC
- Memorandum of Understanding with Naiad Consulting LLC

Recommended Action

Motions as recommended by the LMRWD Personnel Committee

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

Workplan: Incoming District Administrator (LMRWD)

Prepared for: LMRWD Board of Managers

Position: District Administration by **Evergreen International Sustainability Solutions, LLC**

Term: 4.25.2025- 7.25.2025

I. Overview

This workplan supports the Services agreement entered into on April 18th 2025. Under this Agreement, the Contractor will perform the following services as prioritized and assigned by the Lower Minnesota River Watershed District (LMRWD) Board of Managers ("Board"), together with such other administrative services as may be assigned from time to time (collectively, the "Services"). This three-month scope of work focuses on supporting the transition to new district leadership, ensuring organizational continuity, and providing training and capacity building for the incoming District Administrator, William Lytle.

During this initial period, the Contractor will establish core administrative systems, receive onboarding support, and facilitate knowledge transfer across finance, operations, permitting, project oversight, and governance. An initial work plan, including key milestones and deliverables, is included below. The Contractor will report monthly on progress against tasks and budget and will adapt workflows in coordination with the Board as needed.

The workplan outlined below is supported by a detailed transition task list designed to guide the successful onboarding and early performance of the incoming District Administrator. This transition plan is structured around SMART goals—Specific, Measurable, Achievable, Relevant, and Time-Bound—and reflects the operational priorities identified by the Board and outgoing administrator. The plan is maintained in an Excel-based tracking sheet that includes each goal's priority level, key coordination partners, target due date, current status, and a column for linked notes or supporting documents. This tool ensures accountability, facilitates communication, and enables timely progress tracking during the critical first months of the transition.

A. Transition & Operational Onboarding Tasks (One-Time Deliverables)

These tasks are time-bound and support the transition, orientation, and setup of systems and processes.

Task	Deliverables	Target Date	Budget
1. District Administrator Onboarding	Conduct orientation with board and interim admin; understand LMRWD governance, finances, projects, and partners	May 15	\$2,000
2. Operational Hand-off	Receive access and review all internal systems, accounts, documents, and files	May 21	\$2,000
3. Financial Systems and Budget Familiarization	Review past and current budget, establish monthly reporting templates	May 30	\$2,000
4. Project Reviewing	Develop a collaborative, project tracking method for active and planned projects, grants, and permit reviews	June 6	\$3,000
5. Website and Communications Audit	Identify gaps or outdated content on the LMRWD website and email lists	June 27	\$1,500
6. Policy and Document Review	Compile all board-approved policies, contracts, and relevant legal agreements; transfer to SharePoint	June 20	\$2,000
7. Permit System Assessment	Evaluate current permit application/review processes and suggest improvements	July 11	\$2,500
8. Consultant and Partner Coordination	Review roles and responsibilities of external contractors and partners	July 18	\$2,000
Subtotal – One-Time Deliverables: \$17,000			

B. Ongoing Administrative & Operational Responsibilities (Recurring Deliverables)

These responsibilities are conducted on a weekly or monthly basis and support the District's day-to-day operations.

Task	Deliverables	Budget (3 months)
1. Board Support	Prepare board packets, agendas, minutes; manage board communications	\$4,000
2. Financial Administration	Receive and code invoices, manage review, coordinate with accountant, QuickBooks, Bill.com and payment authorization	\$4,000
3. Project Oversight	Attend project meetings; coordinate with consultants and partners	\$3,500
4. Email/Correspondence	Respond to inquiries, route requests, manage LMRWD email	\$2,500
5. Calendar and Task Management	Maintain calendar of deliverables and compliance deadlines	\$1,500
6. Records and File Management	Organize files per records retention schedule; backup digital content	\$2,000
7. Implementation Coordination	Track permit applications and reviews; respond to applicant inquiries, prepare watershed management plans	\$3,500
8. Interim Reporting	Submit brief status reports to the Board each month	\$500

Subtotal – Recurring Deliverables (3 months): \$21,500

C. Total Contract Budget

Category	Amount
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One-Time Deliverables	\$17,000
Recurring Deliverables	\$21,500
Contingency/Buffer (flexible for adjustments or unexpected tasks)	\$4,000
Total	\$42,500

III. Notes on Scope

- The Administrator is expected to work approximately **40 hours per week**.
- **Bi-weekly check-ins with Board Chair or transition liaison** recommended
- **Deliverables submitted via email and presented at board meetings**
- Coordination with the District's legal, technical, and financial consultants will occur regularly throughout the term.

Scope of Work: Administrator Transition Support

Prepared for: LMRWD Board of Managers

Position: Transition and Advisory Services Performed by Naiad Consulting

Duration: 3 months with potential for extension

Timeframe: May 21st, 2025 – August 21st, 2025

Budget: Not to exceed \$50,000

I. Objectives

The primary objective of this transition engagement is to ensure a **comprehensive and seamless transfer of institutional knowledge**, contacts, procedures, and project status from the outgoing to the incoming District Administrator. This will support continued operational efficiency, regulatory compliance, and strategic momentum within LMRWD programs.

II. Tasks

Section 1: Orientation & Onboarding

Timeline: Present-May 31

Tasks: 1.1–1.2, 2.1–2.2

Deliverables: D1 – Onboarding Plan & Calendar, D2 – Record & Stakeholder Transfer

Description:

This section initiates the administrator transition with a structured onboarding process and foundational knowledge transfer. The outgoing administrator will guide the incoming administrator through the District's mission, key responsibilities, and current organizational structure. A calendar of meetings and key milestones will be created, along with orientation sessions tailored to the LMRWD's complex role in water resource governance. Deliverables include a formal onboarding schedule, transfer of all critical

digital and physical records, and a stakeholder directory with context notes. This ensures the incoming administrator is immediately equipped with institutional knowledge and relationship continuity.

Section 2: Current Projects & Operational Context

Timeline: Present-June 15

Tasks: 3.1–3.2, 4.1–4.2

Deliverables: D3 – Project & Contract Overview, D4 – Financial & Regulatory Calendar

Description:

The second phase provides the incoming administrator with a deep understanding of the District's ongoing projects, consultant relationships, and regulatory duties. The outgoing administrator will lead briefings on active initiatives such as bluff stabilization, creek restoration, and stormwater permitting, and walk through contract scopes and deliverables with legal and technical consultants. Parallel sessions will cover statutory obligations, permitting schedules, and the financial structure of the District's budget, including grants and partnerships. This section culminates in deliverables that map the LMRWD's project status and upcoming financial/regulatory requirements, giving the new administrator tools for proactive leadership.

Section 3: Internal Processes & Institutional Memory

Timeline: Present-June 30

Tasks: 5.1-5.2

Deliverables: D5 – Standard Operating Procedures Manual

Description:

In this section, the outgoing administrator documents the core internal operations of the LMRWD. Standard operating procedures for board meeting preparation, consultant coordination, permit management, digital recordkeeping, and interagency communication will be laid out. This ensures continuity in the day-to-day administration and provides the incoming administrator with a user-friendly guide to running the organization smoothly. The result is a guide, tailored to the LMRWD's processes, values, and timelines, enabling consistent, confident execution of key administrative duties.

Section 4: Strategic Handoff & Support

Timeline: Present-July 15

Tasks: 6.1–6.2, 7.1

Related Deliverables: D6 – Strategic Transition Memo, D7 – On-call Support Record

Description:

The final section moves from tactical operations to strategic foresight. The outgoing administrator will draft a forward-looking memo outlining key risks, opportunities, and recommended priorities for the next 1–5 years. Areas like operational efficiency (automation, fee schedules, and subcontracting) and stakeholder engagement strategies will be addressed. This period also includes a one-month period of availability for follow-up questions, ensuring the incoming administrator has confidence and support through their first Board meetings and major decision points. The combination of forward guidance and continued mentorship rounds out the transition with professionalism and resilience.

III. LMRWD Administrator Transition – Structured Tasks & Deliverables Timeline (May–August 2025)

Task ID	Task Description	Deliverable ID	Deliverable Description
Task 1	Kickoff & Onboarding Development	D1	Onboarding Plan & Calendar
1.1	Kickoff meeting with incoming administrator and Board Chair	D1.1	Draft onboarding schedule and initial goals
1.2	Refine onboarding based on roles, calendar alignment, and expectations	D1.2	Finalized orientation document and shared the schedule
Task 2	Transfer of Records and Stakeholder Info	D2	Digital/Physical Record Transfer, Account Access, & Stakeholder Directory
2.1	Organize and digitize critical files (permits, plans, contracts, board packets)	D2.1	Folder structure and archive in a shared drive
2.2	Prepare directory of key contacts with context and communication tips	D2.2	Key stakeholder directory (Board, consultants, LGUs, state partners)
Task 3	Briefings on Ongoing Programs and Agreements	D3	Project and Contract Overview Report
3.1	Brief on active projects and priority areas (e.g., bluff stabilization, Spring Creek, CWMP update)	D3.1	Written summary with status and timelines
3.2	Review existing consultant and vendor contracts; explain scopes and deliverables	D3.2	Annotated contracts register with key terms and renewal timelines
Task 4	Statutory & Financial Responsibilities Transfer	D4	Calendar of Obligations & Financial Overview

4.1	Review statutory requirements and recurring deliverables (e.g., audits, permits, annual report)	D4.1	Annual obligations calendar
4.2	Budget orientation: review funding sources, grants, and expenditure tracking	D4.2	Budget summary & grant status sheet
Task 5	Documenting Standard Operating Procedures (SOPs)	D5	SOP Manual
5.1	Outline monthly and yearly workflows for LMRWD administrative operations	D5.1	SOP outline draft
5.2	Detail procedures for seasonal procedures with BWSR, counties, permit processing, recordkeeping, audits, and consultant coordination	D5.2	Full SOP manual with attachments
Task 6	Transition Memo & Strategic Recommendations	D6	Final Transition Memo
6.1	Identify upcoming strategic opportunities and potential improvements	D6.1	Outline of short- and long-term priorities
6.2	Draft recommendations for operational efficiency (automation, staggered fees, subcontracting admin roles)	D6.2	Memo with transition reflections and process improvement recommendations
Task 7	On-call Support & Knowledge Reinforcement	D7	As-Needed Q&A and Support Availability

7.1	Maintain availability for 2–6 hour/week check-ins to answer questions or clarify items as needed	D7.1	Weekly availability log / email record (if required)
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IV. Format for Deliverables

Deliverable No.	Description	Format
D1	Onboarding plan and calendar with meeting agendas	PDF / Shared Doc
D2	Login info; Directory of key contacts with notes on roles and communication protocols	Excel / Google Sheet
D3	Project status report covering all current initiatives and outstanding tasks	Word / PDF
D4	Statutory & Financial Responsibilities Transfer	Resolution/login/introductions
D5	SOP manual or outline	Digital Templates
D6	Transition memo summarizing observations and recommendations for continuity and priorities	Memo (PDF)

D7	On-call deliverables will vary	TBD
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V. Budget for NAIAD 3 Month Workplan

A. Ongoing Administrative Tasks

Task	Estimated Hours (3 months)	Subtotal (\$)
Board & Committee Meetings	50	\$5,000
Financial Management & Reporting	25	\$2,500
Permitting & Regulatory Compliance	30	\$3,000
Project Coordination & Planning	20	\$2,000
Education & Outreach	10	\$1,000
General Administration	60	\$6,000
Travel & Site Visits	15	\$1,500
Stakeholder Engagement	20	\$2,000
Technology & Website Management	10	\$1,000
Policy & Legal Compliance	10	\$1,000
Subtotal	250 hours	\$25,000

B. One-Time Transition Deliverables

Deliverable	Estimated Hours	Subtotal (\$)
Onboarding plan and calendar with meeting agendas	10	\$1,000
Login info; Directory of key contacts	10	\$1,000
Project status report covering current initiatives	12	\$1,200
Statutory & Financial Responsibilities Transfer	12	\$1,200
SOP manual or outline	15	\$1,500
Transition memo summarizing recommendations	10	\$1,000
On-call deliverables (as needed)	10	\$1,000
Subtotal	79 hours	\$7,900

C. Program-Based Support

Program Area / Task	Estimated Hours	Subtotal (\$)
Vernon Avenue Dredge Project – Contract & Consultant Coordination	25	\$2,500
Vernon Avenue Dredge Project – Permit Tracking & Compliance	15	\$1,500
Vernon Avenue Dredge Project – Budget Management & Invoicing	15	\$1,500
Area 3 Bluff Stabilization – Meeting Coordination	15	\$1,500
Area 3 Bluff Stabilization – File & Record Management	10	\$1,000
Area 3 Bluff Stabilization – Project Financing	10	\$1,000

Area 3 Bluff Stabilization – Grant Management & Reporting	10	\$1,000
Spring Creek Project – Communication Support	10	\$1,000
Spring Creek Project – Consultant Oversight & Documentation	10	\$1,000
Subtotal	120 hours	\$12,000

D. Budget Summary Table

Category	Estimated Hours	Subtotal (\$)
Ongoing Administrative Tasks	230	\$25,000
One-Time Transition Deliverables	79	\$7,900
Program-Based Support	120	\$12,000
Contingency & Flex Tasks	50	\$5,000
Total	499	\$49,900

VI. Notes

- Budget assumes a gradual reduction in hours and responsibilities.
- Actual hours may vary depending on the new administrator’s onboarding pace and the level of support requested.
- All deliverables will be shared with both the incoming administrator and the LMRWD Board of Managers.
- This scope may be adjusted at the discretion of the Board if additional support is deemed necessary.

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: _____