



REQUEST FOR PROPOSALS

Consulting Services for the 2027 Watershed Management Plan

Engagement and Communication, Flood Risk Assessment, and Management Scenario Analysis



Proposal Due Date: October 27, 2025 at 4pm CT

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Project Overview

Purpose

The Minnehaha Creek Watershed District (MCWD or District) is seeking a qualified CONSULTANT team to support the development of its 2027 Watershed Management Plan (Plan). Over the next two years, MCWD will engage its partners in developing a cohesive regional flood management strategy to address challenges driven by climate change and historic land use decisions.

This will be a MCWD staff-led process with the CONSULTANT team serving as an extension of staff by providing targeted expertise and capacity in technical modeling, scenario development, and analysis as well as stakeholder engagement, facilitation, and strategic communication. This engagement process will strengthen MCWD's ability to deliver a clear, actionable, and broadly supported plan that positions the District and its partners to protect and improve water resources for current and future generations.

Background

The District is a regional watershed management organization established under Minnesota Statutes Chapters 103B and 103D. MCWD believes that healthy natural systems are essential components of vibrant, resilient communities and, as land use and water are inextricably linked, the District works in close partnership with the 29 cities and other partners that shape land use across the watershed.

MCWD's [Balanced Urban Ecology](#) (BUE) vision formed the foundation of its current 10-year [Watershed Management Plan](#), adopted in 2018. Developed collaboratively with communities and partners, that plan established an integrated approach to watershed planning and capital project delivery. Over the past decade, this approach has delivered measurable outcomes, including reductions in nutrient pollution, restored wetlands and habitat, expanded public green space, and new trails and boardwalks that connect communities to water resources.

The upcoming 2027 Plan will build on this foundation while addressing new and pressing challenges. Flooding has emerged as the District's most urgent issue, driven by both climate change and decades of historical land use decisions that altered natural water storage. In recent years, the region has experienced both record flooding and drought, stressing stormwater infrastructure, damaging aquatic ecosystems, and causing millions of dollars in property damage. Between 2013 and 2019, the watershed recorded the wettest seven years on record, including a 2014 flood of record. Looking ahead, as the region becomes warmer and wetter, MCWD and its partners must be able to evaluate what interventions are needed, where they will be most effective, and the scale of investment required.

Recognizing this need, MCWD adopted its [Climate Action Framework](#) (CAF) in 2022. The CAF provides the strategic foundation for the 2027 Plan, organized around three pillars:

1. Understand and Predict – expand data collection and analytical capabilities to predict current and future vulnerabilities and risks across the watershed.
2. Convene and Plan – collaborate with state, regional, and local partners to assess flood vulnerabilities within the watershed and develop a coordinated project and policy strategy to build resilience.
3. Implement and Adapt – coordinate with partners across the watershed to make measurable progress towards shared goals, monitor progress, and adapt.

To advance this work, MCWD is developing a watershed-wide 2D model (StormWise) that integrates city stormwater systems, surficial groundwater, and landscape storage capacity. Supported by state grant funding, the model build is anticipated to be completed in late 2025 and will provide critical technical information to inform partner engagement and development of a coordinated flood risk management strategy for the watershed.

As the 2027 Plan will be developed through a two-year, collaborative process led by MCWD staff, the District is seeking a CONSULTANT team to support and complement staff capacity. The CONSULTANT team's role will be to provide technical modeling and analysis, engagement strategy, and facilitation and communications expertise that strengthens MCWD's ability to guide a robust regional planning process with partners. MCWD plans to establish a Technical Advisory Committee (TAC) and Policy Advisory Committee (PAC), comprising technical staff and policymakers from cities, counties, and other key stakeholders in the watershed. The outcome of this process will be a shared watershed-wide strategy to reduce flood risk within and between communities.

Project Objectives

To support the development of an integrated flood management strategy, the objectives of this contract are to:

- Understand current and future flood risks
- Understand the relative effectiveness and cumulative impact of different flood management strategies
- Understand the scale/scope of implementation needed to meet flood management goals
- Build stakeholder support for an integrated planning approach that prioritizes nature-based solutions, where feasible, to slow and store water and build long-term resilience

Anticipated Process and Schedule

The stakeholder engagement process will occur over a two-year period and is proposed to follow four phases. Below is a summary of the proposed phases, including the focus of the TAC/PAC engagement, the consultant support needed in each phase, and the estimated schedule. This process and schedule is subject to refinement based on TAC/PAC input and learnings throughout the process.

Discovery

- *TAC/PAC focus:* Understand partners' goals for the process; understand current and future flood risk
- *Consultant support:* Kickoff and discovery; engagement and communications support; flood risk assessment
- *Estimated schedule:* December 2025-May 2026

Direction

- *TAC/PAC focus:* Identify management goals; identify strategies and their potential application and tradeoffs
- *Consultant support:* Engagement and communications support; management strategy scenario development and assessment
- *Estimated schedule:* June-October 2026

Data Analysis

- *TAC/PAC focus:* Evaluate management strategies and identify opportunities for implementation
- *Consultant support:* Engagement and communications support; management strategy scenario refinement
- *Estimated schedule:* November 2026-March 2027

Decisions

- *TAC/PAC focus:* Develop policies and implementation framework
- *Consultant support:* Final documentation and project close-out
- *Estimated schedule:* April-September 2027

Scope of Work

The CONSULTANT will work in close coordination with the District to complete the tasks outlined below. The expected completion date for the scope of services is December 31, 2027. The District estimates a contract budget in the range of \$150,000 to \$170,000. However, a respondent is invited to advise the District if it believes the cost of the work lies outside of this range.

The final negotiated scope of work may include, but may not be limited to, the work areas and tasks listed below. Additional tasks may be proposed by the consultant if deemed necessary to support the project objectives.

Work Area 1 - Engagement and Communications Support

Description

The CONSULTANT will support effective engagement and communication with MCWD stakeholders to inform the development of a watershed-wide flood management strategy. MCWD anticipates a total of 9 TAC meetings and 6 PAC meetings following the phases outlined in the previous section, as well as a kickoff event. MCWD will also host 5-6 subwatershed planning workshops (during the Data Analysis phase) where stakeholders will discuss local plans, priorities, and project opportunities. In addition, MCWD plans to host 1-2 open houses to engage the broader public. The engagement process and number of meetings may be adjusted based on stakeholder input and learnings throughout the process.

MCWD staff will lead engagement and facilitation planning as well as presentations and facilitation in stakeholder meetings. The CONSULTANT role will be primarily to serve as an advisor and extension of the MCWD staff team in developing engagement strategy, facilitation plans, meeting visuals, and messaging. The CONSULTANT will be expected to understand MCWD's engagement goals and audiences and advise on potential gaps or risk points in MCWD's strategy.

Tasks

Tasks within this work area are expected to include the following:

- Participate in bi-monthly planning meetings with MCWD staff to advise on engagement strategy, facilitation planning, and messaging for stakeholder meetings
- Assist with translating technical information from the flood risk assessment and scenario analysis into clear, accessible messages and visuals
- Attend stakeholder meetings to help track feedback and gather insights. Provide support during meetings when requested (e.g., facilitation support for breakout groups)
- Synthesize stakeholder feedback into concise meeting summaries

Deliverables

- Participation in approximately 9 planning meetings (90 min each, remote or in person)
- Attendance and support at approximately 23 stakeholder meetings/events (2 hrs each, in person)
- Supporting visuals for TAC/PAC engagement, as determined in planning meetings
- Stakeholder meeting summaries

Work Area 2 - Flood Risk Assessment

Description

The CONSULTANT will model and assess current and future flood risks using MCWD's new watershed-scale 2D H&H model. This model is being built using StormWise modeling software to integrate stormwater infrastructure, surficial groundwater, and surface data to characterize how water moves through the system and the storage that exists in ponds, lakes, wetlands, best management practices, and soil pore space. The District expects that the CONSULTANT has a StormWise Expert license to develop and model scenarios.

Current and future precipitation scenarios may include both event-based (e.g. 100-yr event) and continuous (e.g. multi-month/year) simulations. Management goals and priorities will be defined by MCWD with input from the TAC/PAC and will inform the assessment of impacts and risks (e.g. residential structures at risk, peak flows in creek). CONSULTANT will work collaboratively with MCWD staff to scope flood risk scenarios, interpret model results, and develop materials to communicate findings to the TAC/PAC.

Tasks

Tasks within this work area are expected to include the following:

- Meeting with MCWD to discuss scenarios and approach
- Develop a future land use scenario, modifying existing datasets to reflect 2040 land use, assuming application of MCWD's current stormwater management rule
- Model current flood extents and assess impacts and risks based on precipitation scenarios and management goals defined by MCWD with input from the TAC/PAC
- Model future flood extents and assess impacts and risks based on the future land use scenario and precipitation scenarios and management goals defined by MCWD with input from the TAC/PAC
- Meeting with MCWD to review model results and assessment findings
- Draft and final technical memos summarizing methods and findings
- Provide GIS mapping and other visualizations to translate model results into accessible products

Deliverables

- Two meetings and summary notes to document the agreed-upon approach
- Identified current and future flooding areas within the MCWD hydrologic boundaries
- Modeling results, new or refined models, and data sets constructed for the assessment
- Draft and final technical memos and associated maps/visuals

Work Area 3 - Management Scenario Analysis

Description

The CONSULTANT will develop, model, and assess various management strategy scenarios in close collaboration with MCWD using the StormWise model. The range of scenarios will be informed by the TAC/PAC process but are anticipated to include:

- Storage strategies:
 - Volume control (e.g. infiltration basin)
 - Rate control (e.g. stormwater pond)
- Conveyance strategies:
 - Storm sewer pipe upsizing
 - Adaptive level control systems/predictive pumping

The number of locations for testing these strategies will be informed by the flood risk assessment, which will identify areas that are at risk of not meeting management goals (e.g. structures at risk in 100-yr event). It is anticipated that this process may include two rounds of scenario analysis:

- 1) Round 1 - Generalized storage and conveyance scenarios, not subject to feasibility constraints, to assess the relative effectiveness of different strategies in meeting management goals, estimate the scale of implementation needed to address identified flood areas, and assess the cumulative impact of implementing each strategy at scale.
- 2) Round 2 – Refined scenarios based on the outcomes of Round 1, TAC/PAC discussions, and feasibility considerations. This could include testing of specific management strategies (e.g. implementing storage BMPs in public parks, retrofitting existing stormwater ponds, restoration of drained wetlands).

The CONSULTANT will work collaboratively with MCWD staff to develop the scope and approach for scenario analysis, interpret model results, and develop materials to communicate findings to the TAC/PAC.

Tasks

Tasks within this work area are expected to include the following:

- Round 1:
 - Meet with MCWD to discuss scope of scenarios and approach
 - Develop and model first round of management strategy scenarios, including both conveyance and storage strategies for each flooding area
 - Evaluate effectiveness, cumulative impacts, and scale of implementation needed to meet management goals
 - Meet with MCWD to review results and findings
 - Prepare draft technical memo and maps/visuals to communicate findings to TAC/PAC

- Round 2:
 - Meet with MCWD to discuss scope and approach for second round of scenarios
 - Develop and model second round of management strategy scenarios
 - Evaluate effectiveness, cumulative impacts, and scale of implementation needed to meet management goals
 - Develop planning level cost estimates for each strategy
 - Meet with MCWD to review results and findings
 - Prepare draft technical memo and maps/visuals to communicate findings to TAC/PAC
 - Finalize memo based on MCWD feedback

Deliverables

- Four meetings and summary notes to document the agreed-upon approach
- Develop planning level costs for project strategies developed during Round 2 of assessment
- Modeling results, new or refined models, and data sets constructed for the assessment
- Draft and final technical memos summarizing methods and findings, and associated maps/visuals

Work Area 4 - Project Coordination

Description

The CONSULTANT is expected to provide strong internal project management to ensure timely delivery, clear communication, and integration across technical and engagement components. Because the process will be heavily informed by stakeholder input, it will require an iterative and adaptive approach to scoping and strategy development as well as close collaboration between the CONSULTANT team and MCWD team. It will also require close collaboration and integration across the CONSULTANT team members to ensure that the scenario development and analysis is supporting the engagement process goals and that the technical findings can be conveyed clearly and effectively to stakeholders.

To support this collaboration and co-development of strategy and approach, a number of meetings have been included in the work areas above. In addition to these, there will be a project kickoff meeting to establish the project schedule and expectations. The CONSULTANT should also include additional coordination check-ins with the MCWD project team to report progress and discuss any questions or key decisions.

Tasks

Tasks within this work area are expected to include:

- Kickoff meeting
- Discovery phase to review all relevant existing information

- Coordination check-ins (at least monthly)

Deliverables

- Kickoff meeting with summary notes
- At least monthly check-ins with documentation of any decisions

Available Resources and Data

- The following resources will be available upon completion of the StormWise model, anticipated by November 2025:
 - Calibrated StormWise models for the upper and lower watershed
 - Data Register of data collected and/or used for the model build, including metadata
 - Geodatabase of model-input datasets
 - Technical memoranda documenting model build methodologies, calibration and validation
 - Final summary report
- The District will provide remote access to a 64-core workstation for model runs or scenario development. It is not a requirement to use the District's workstation, however, the District will make the resource available if the selected CONSULTANT would benefit from using a workstation optimized for StormWise.

Instructions to Proposers

Submission Timeline

A review committee led by MCWD's Policy Planning Director, Becky Christopher, along with other select District staff will evaluate proposals. The District staff team will host an information meeting to answer questions about the RFP. Interviews are anticipated as part of the selection process. Following a comprehensive review, the review committee will recommend a CONSULTANT to the MCWD Board of Managers. The anticipated timeline for the proposal review process, which is subject to change, is as follows:

Event	Timeline
RFP released	September 29, 2025
Submit RFP questions to MCWD	October 8, 2025
Pre-submittal informational meeting	October 13, 2025
Proposals Due	October 27, 2025
Interviews	November 5-6, 2025
MCWD Board consultant selection and contract approval	December 1, 2025

Submittal Procedure

RFP Questions

Any questions regarding the RFP should be directed to Becky Christopher at BChristopher@minnehahacreek.org by October 8, 2025. Answers will be posted online at <https://minnehahacreek.org/requests-for-proposals/> and reviewed at the pre-submittal informational meeting.

Pre-submittal Informational Meeting

An optional pre-submittal informational meeting will be held at MCWD office at 1:00 on October 13, with a virtual participation option. MCWD staff will present an overview of the project, answer any questions, and provide answers to questions received prior to the meeting. You are strongly encouraged to RSVP to this meeting with your contact information to Becky Christopher at BChristopher@minnehahacreek.org by October 8, 2025.

Proposal Submittal Deadline

Proposals shall be submitted to Becky Christopher via email BChristopher@minnehahacreek.org no later than 4:00 pm on October 27, 2025.

Interview Notification

MCWD may invite a shortlist of CONSULTANT teams to participate in interviews. Notification of interviews will be provided by email to the primary contact listed in the proposal. Interviews, if conducted, are anticipated to occur on November 5-6, 2025.

Proposal Content

Each proposal should include the following items:

- 1. Cover Letter:** Please provide a primary point of contact through the transmission of a cover letter.
- 2. Project understanding:** Describe your understanding of the scope of work, the approach to be taken, and your vision for the project. Identify any additional information the District will need to supply or obtain to enhance your understanding of the project and to complete the work, and/or any issues you might anticipate in performing the work.
- 3. Approach and methodology:** Provide a detailed description of your approach and methodology for completing the project, organized by work area as outlined in the Scope of Work. MCWD values creative, thoughtful, and collaborative approaches to its work. Proposals should highlight how the consultant team will integrate with MCWD staff to create a cohesive and effective planning process. This structure will ensure clarity and facilitate the evaluation process. While there is no page limit, clarity, conciseness, and the quality of approach will be considered in the evaluation process. For each task, please provide:

- a. Task understanding - describe your interpretation of the task and its importance within the overall project.
 - b. Proposed approach and methodology – outline the methods, tools, processes your team will use, and why you have selected this approach.
 - c. Team assignments – identify which staff will be assigned to the task and their respective roles.
 - d. Anticipated deliverables – describe the products or outcomes expected.
 - e. Critical Aspects and Questions - As part of your methodology, please address the following:
 - i. Integration/collaboration with MCWD staff – How will your team engage with District staff to ensure alignment on critical path items? Please describe your methods for communication, facilitation, and decision-making to maintain an integrated process.
 - ii. Anticipated challenges – What aspects of this process do you anticipate being most difficult? How will you address these challenges to ensure a successful outcome?
 - iii. Ambiguity and risk management – What areas of ambiguity could create the greatest risk, and what strategies will your team use to mitigate them?
- 4. Budget, schedule, and level of effort:** Provide a spreadsheet showing:
- a. Tasks with associated team members, hours, rates, schedule, and budget
 - b. Overall cost proposal
 - c. Overall schedule with major milestones and client check-ins
- 5. Qualifications and experience:** Provide an overview of the firm(s), project team members, and qualifications, with particular attention paid to the role, experience, and expertise of each proposed team member. Include descriptions of projects undertaken by the firm(s) and team members similar in nature to the one being proposed. Describe the team's experience with StormWise modeling.
- 6. References:** Provide three recent references for your proposed principal team members, including names, addresses, and phone numbers
- 7. Partner resources:** Provide a list of resources, expectations, and requirements which the CONSULTANT expects from the District in order to complete the project as proposed.
- 8. Subcontracting:** If the CONSULTANT intends to subcontract, identify and describe the subcontractor, describe the intended scope and role of the subcontractor, identify the team members proposed from the firm, and provide the qualifications and experience information requested above for those team members.

Proposal Evaluation and Consultant Selection

Evaluation Criteria

Methodology

- Project Understanding - Does the proposal make it clear that the consultant fully understands the project's scope, goals, and technical requirements?
- Completeness and Specificity - How fully does the proposal explain what the consultant will do to develop the required deliverables?
- Identification of Needs - Does the proposal carefully consider what resources will be required to complete the tasks, including staff time, additional technical information, etc.?
- Creativity – Does the proposal offer any creative ideas or alternative approaches for achieving the District's objectives?
- Collaborative and Adaptive Approach – Does the proposal demonstrate how the consultant will collaborate with the MCWD team and adapt to the needs of the engagement process?

Experience and Capacity

- Company Experience - What other similar projects has the consultant performed that are directly related to the proposed work (evaluated via the proposer's submittal materials)?
- Staff Experience - What qualifications and work experience do the proposed staff members or subcontractors bring to the project?
- Area Knowledge - Does the company or any of the project team have specific knowledge about the geographic area that would aid in the project?
- Collaboration Experience - Does the company have experience collaborating with clients to deliver on complex projects?

Cost

- Fee structure - The proposal must clearly outline the fees and costs to complete all aspects of this project. Include hourly rates for each project team member along with hours for each task. The final fee, payment structure and not-to-exceed price are subject to negotiation.

Consultant Selection

Interviews

Staff will review submittals for completeness and alignment with evaluation criteria. Short-listed firms may be invited to participate in interviews. Interview format may include a team presentation, Q&A, and discussion of sample products.

Interviews will be conducted at the option of MCWD. MCWD expects to contact proposers selected for interviews within two weeks after the proposal submittal deadline.

Selection Criteria

A selection committee composed of MCWD staff will evaluate proposals and interview results (if conducted) to recommend a consultant to the MCWD Board of Managers for approval.

Scope Adjustments

The project partners reserve the right to negotiate modifications to the selected consultant's proposed scope of work and budget, prior to awarding a contract.

Disclosures

Non-Binding

The District reserves the right to accept or reject any or all responses, in part or in whole, and to waive any minor irregularities, as deemed in the District's best interests. In determining the most advantageous proposal, the District reserves the right to consider matters such as, but not limited to, consistency with the District's watershed management plan goals, and the quality and completeness of the CONSULTANT's completed projects similar to the proposed project. This RFP does not obligate the respondent to enter into a contract with the District, nor does it obligate the District to enter into a relationship with any entity that responds, or limit the District's right to enter into a contract with any entity that does not respond, to this RFP. The District also reserves the right, in its sole discretion, to cancel this RFP at any time for any reason. Each respondent is solely responsible for all costs that it incurs to respond to this RFP and, if selected, to engage in the process including, but not limited to, costs associated with preparing a response or participating in any interviews, presentations or negotiations related to this RFP.

Right to Modify, Suspend, and Waive

The District reserves the right to modify, suspend, or cancel any element of this RFP at any time. The District may request additional information or clarification from any respondent, allow respondents to correct errors or omissions or otherwise alter or supplement a proposal, and waive any unintentional defects in the form or content of this RFP or any response submitted. Any substantial change in a requirement of the RFP will be disseminated in writing to all parties that have provided written notice to the District of their interest in responding.

Addenda and Clarifications

Any changes to this RFP will be made by the District through a written addendum. No verbal modification will be binding.

Contracting

Issuance of this RFP and receipt of proposals do not commit the District to entering into a contract. The District reserves the right to postpone the proposal deadline, to accept or reject any or all

proposals received, to negotiate with the selected CONSULTANT or, if negotiations are terminated, with other CONSULTANTS, and to negotiate with more than one CONSULTANT simultaneously. The District may also cancel all or part of this RFP at its sole discretion. Where two or more proposers desire to submit a single proposal, they should do so on a prime–subconsultant basis rather than as a joint venture. The District intends to contract with a single lead firm and not with multiple firms doing business as a joint venture.

Enclosed with this RFP is the form of contract that CONSULTANT and MCWD will execute. The MCWD may agree to non-substantive document revisions, but CONSULTANT’s proposal should be based on the contract form. The proposal should identify any terms of the form of contract that are unacceptable. The MCWD will negotiate a term where it can preserve the substantive intent of the term but reserves the right to reject a proposal that is conditioned on a material alteration of the contract form. The proposal also must identify any data or methods of the proposer that would be used in performing the work, and that the proposer considers to be instruments of service that should be excepted from the intellectual property terms of the contract form.

Disclosure and Disclaimer

This RFP is for informational purposes only. Any action taken by the District in response to proposals made pursuant to this RFP, or in making any selection or failing or refusing to make any selection, is without liability or obligation on the part of the District or any of its officers, employees or advisors. This RFP is being provided by the District without any warranty or representation, expressed or implied, as to its content, accuracy or completeness. Any reliance on the information contained in this RFP, or on any communications with District officials, employees or advisors, is at the CONSULTANT’s own risk. Prospective CONSULTANTS must rely exclusively on their own investigations, interpretations and analysis in connection with this matter. This RFP is made subject to correction of errors, omissions, or withdrawal without notice.

Data Practices

The District will handle proposals and related submittals in accordance with the Minnesota Data Practices Act, Minnesota Statutes §13.591, subdivision 3(b).

Attachments

Attachment 1 - Watershed Management Plan Framework

Attachment 2 - Contract Template

Attachment 1

Watershed Management Plan Framework

2027 Watershed Management Plan Framework

December 2024

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Purpose

The purpose of this 2027 Watershed Management Plan (Plan) Framework is to establish a shared understanding between Minnehaha Creek Watershed District (MCWD) staff and the Board of Managers as to the policy focus, scope of work, and engagement process for the Plan update prior to initiating external stakeholder engagement.

The current Plan was approved by the Board of Water and Soil Resources (BWSR) on December 20, 2017, and is due for revision ten years from that date, giving a deadline of December 20, 2027. The MCWD Plan serves four primary purposes:

- Sets overarching thematic direction for the 10-year plan cycle;
- Aligns MCWD and cities around priority policy areas;
- Facilitates communication of MCWD's purpose and priorities to stakeholders; and
- Fulfills regulatory requirements that ensure organizational transparency and accountability.

The following sections outline the organizational strategic framework that will guide the Plan, the primary focus and scope of work for the Plan update, a stakeholder engagement plan, and a preliminary schedule.

Organizational Strategic Framework

The 2027 Watershed Management Plan (Plan) will carry forward and build on the strategic direction set in the 2017 Plan.

Vision

A landscape of vibrant communities where the balance of natural and built environments create value and enjoyment.

Mission

To collaborate with public and private partners to protect and improve land and water for future generations.

Goals

Water Quality - To preserve and improve the quality of surface and groundwater.

Water Quantity - To manage the volume and flow of stormwater runoff to minimize the impacts of land use change on surface and groundwater.

Ecological Integrity - To restore, maintain, and improve the health of ecological systems.

Thriving Communities - To promote and enhance the value of water resources in creating successful, sustainable communities.

Strategic Focus

Projects – Building high-impact projects that measurably benefit the watershed.

Policy – Developing policy at the intersection of land and water planning to foster partnership and influence development's impact on the watershed.

2027 Plan Focus

What – An Integrated Flood Management Strategy

The primary focus of the 2027 Plan update will be on the collaborative development of a watershed-wide flood management strategy to increase resilience to the impacts of climate change and the integration of this strategy into existing project and policy approaches.

Why – The Challenge

- Minnehaha Creek watershed's history of flooding
 - MCWD was petitioned into existence in 1966 for the purpose of flood control.
 - Extreme rain events in 1987 and 2014 again created major flooding problems for local communities, impacting property and infrastructure.
 - Flooding events will always be a threat and strategic opportunity for MCWD to provide value at the nexus of land use and water management.
- Land use change
 - Land use decisions are a primary driver of watershed health, impacting the quantity and quality of runoff.
 - Historic land use decisions have resulted in significant loss of water storage and a flashy system that can lead to both flooding and drought.
 - Conveyance is a common solution to localized flooding, but conveyance alone transfers risk downstream and can contribute to negative cumulative impacts.
- Climate change
 - Climate change is exacerbating the impacts of these flashy systems with more extreme changes in precipitation, leading to increased risk of flooding and drought.
 - The watershed has experienced both extremes during the last plan cycle and seen significant regional flooding impacts to both the natural and built environment.
 - The region is projected to continue to become warmer and wetter, with warmer winters, wetter springs with heavier rain events, as well as increased summer heat and the potential for more intense droughts.

How - Guiding Principles

- Data-Driven Decision Making – MCWD relies on scientific data and analyses as the foundation for wise decisions.
- Partnership and Integrated Planning - Because land use drives water resource issues, MCWD can be most effective by working in partnership with those making land use decisions to align goals, plans, and investments for shared benefit.
- Maximizing Regional Benefit – MCWD will maximize its impact by planning on a watershed scale and focusing on solutions that provide the greatest regional benefit.

Scope of Work

Areas of Work

Four primary areas of work have been identified for the 2027 Plan update:

1. **Integrated Flood Management Strategy** – The primary focus for stakeholder engagement and policy development will be the development of an integrated flood management strategy to reduce flood risk and increase resilience to climate change. The District will apply its data-driven approach of understanding the issues and drivers of flooding, and convening our partners to develop shared goals, policies, and management strategies to improve resilience to climate change and reduce flood risk across the watershed.
2. **Focal Geographies** – The Plan will carry forward the District’s proven implementation model of focusing in areas of high need and opportunity to achieve significant regional benefit. This will involve identifying focal geographies for the next plan cycle and developing implementation plans in collaboration with local partners. The process will also integrate flood management strategies and priorities into the subwatershed plans.
3. **Land & Water Partnership (LWP) Program** – The Plan will also carry forward the District’s complementary implementation model of responding to needs and opportunities across the watershed through the LWP program. To continue building out this new program, this work will focus on the identification of regional opportunity areas and coordination improvements to support more targeted and proactive opportunity identification with partners.
4. **Evaluation Framework** - As a data-driven organization it is important that we continually evaluate our effectiveness in achieving our four strategic goals of improving water quality, water quantity, ecological integrity, and thriving communities. This work will involve the development of clear metrics, tracking systems, and evaluation and reporting frameworks that can be consistently applied and integrated into existing planning processes.

The next four pages describe each of the work areas in greater detail, including the following:

- Objectives – Descriptions of what MCWD aims to achieve through the planning and stakeholder engagement process.
- Outputs - Desired outputs or deliverables for 2027. This does not include longer-term outputs to be achieved during the 2027 plan cycle.
- Engagement Needs - General characterization of what engagement will look like for each work area.

Integrated Flood Management Strategy

Objectives

- Build shared understanding of the range of potential flood impacts to the watershed and our communities from climate change
- Utilize MCWD's data-driven approach to work with communities to evaluate and prioritize flood management strategies within the watershed
- Collaborate with communities to determine MCWD's role in managing volume and conveyance across municipal boundaries
- Engage public partners to shape policy direction, identify priority areas, and develop a shared implementation framework

Outputs

- Assessment of current and future flood risk, informed by the 2D model
- Shared flood management goals with communities across the watershed
- Consensus on the prioritization and appropriate application of various flood management strategies
- An implementation framework, including policies, strategies, priority areas, roles, and potential funding sources
- Broad support for MCWD's engagement process and resulting flood management strategy

Engagement Needs

- Primary focus for TAC and PAC engagement, involving the following phases:
 - Discovery - Understand partners' goals for the process; identify existing flood impacts
 - Direction Setting - Identify management goals; identify strategies and their potential application and tradeoffs
 - Data Analysis - Use 2D model to identify current and future flood risk and evaluate strategies
 - Decisions - Develop policies and implementation framework
- CAC involvement will include:
 - Upfront vetting of messaging and approach
 - Informed of progress and outcomes of TAC and PAC process
- General public:
 - Informed of process and outcomes via website, email updates, and public meetings

Focal Geographies

Objectives

- Maintain MCWD's approach of focusing in areas of high need and opportunity to achieve significant regional benefits across MCWD's four strategic goals
- Evaluate and identify focal geographies for the next decade based on a data-driven approach
- Identify the water resource issues, drivers, and appropriate management strategies for each focal geography
- Engage key stakeholders and partners within selected areas to understand land use plans and priorities to develop integrated project solutions
- Incorporate flood adaptation strategies, opportunities, and priorities from the broader flood management planning effort
- Build and maintain coalitions of partners for each focal geography

Outputs

- Clear justification for the selected focal geographies
- Updated/new focal geography implementation plans, including but not limited to:
 - Six Mile Creek-Halsted Bay – Updated subwatershed plan based on progress under 2017 Plan
 - Minnehaha Creek – Updated plan for Greenway and new management unit plans for Minneapolis
 - Painter Creek – Updated plan with more detailed issues, drivers, strategies, and priority projects based on diagnostic work
 - Long Lake Creek – Integration of existing Long Lake Creek Roadmap
- Broad partner support for each focal subwatershed plan

Engagement Needs

- Vetting of focal geographies with TAC, PAC, and CAC
- Engagement of local partners in diagnostic work and development of subwatershed plans:
 - Minnehaha Creek – Continue engagement of Minneapolis and MPRB technical staff and policymakers as outlined in the cooperative agreement
 - Six Mile Creek-Halsted Bay – Reconvene the SMCHB Planning Partnership to update and vet the subwatershed plan
 - Painter Creek - Develop and implement an engagement strategy for the Painter Creek-Jennings Bay Roadmap
 - Long Lake Creek – Engagement of staff and policymakers to maintain support and advance implementation of the Long Lake Creek Roadmap

Land & Water Partnership (LWP) Program

Objectives

- Support implementation of high-impact LWP projects through the identification of regional opportunity areas
- Build on MCWD's data-driven approach by collecting data on partner plans and priorities to proactively identify project opportunities that align MCWD and partner goals
- Leverage the LWP program to support incorporation of MCWD's integrated flood management strategies into partner-led projects
- Identify opportunities to integrate water resource management considerations earlier in land use planning processes
- Evaluate potential of stormwater and wetland banks as a management tool to meet MCWD goals

Outputs

- Integration of the LWP program goals and processes into the Plan
- Identification of regional opportunity areas to guide MCWD and our partners in identifying priority projects
- Tools to strengthen partner coordination, proactively screen for LWP opportunities, and integrate partner goals into regional opportunity assessment:
 - Interactive map to integrate partner priorities into regional opportunity areas
 - External map to communicate MCWD regional opportunity areas to support partners' screening of projects
 - Guidance for partner screening and utilization of tools
- Assessment of regional banking strategies (benefits, risks, approaches)
- Best practice recommendations to further integrate water resources into land use planning processes and documents

Engagement Needs

- Throughout the TAC/PAC process, committee members will:
 - Vet regional opportunity areas identified by MCWD and inform partner guidance for opportunity screening
 - Provide input to support assessment of regional banking strategies
 - Explore options for further integration of water and land use planning
- Subwatershed planning sessions:
 - TAC, PAC and other agency departments will vet and pilot interactive map

Evaluation Framework

Objectives

- Create an evaluation framework to support continuous improvement, informed by data-driven decision making
- Increase transparency and accountability, for both internal and external audiences
- Demonstrate effectiveness of MCWD's partnership approach
- Integrate data from MCWD's Diversity, Equity, and Inclusion work to support MCWD's goal to create Thriving Communities
- Streamline MCWD tracking and reporting of progress to support MCWD's strategic planning process, regulatory requirements, and communication of MCWD's successes

Outputs

- Defined metrics and systems for tracking progress under each of MCWD's four organizational strategic goals
- Adoption of an evaluation framework to ensure alignment between program resources, activities, and intended outcomes
- Evaluation of progress under the 2017 Plan
- Consistent system and cycle for ongoing evaluation and reporting, aligned with processes for developing 2-year work plans and 5-year strategic plans

Engagement Needs

- Primarily an internal process for MCWD staff and Board to define how the organization will measure success and evaluate progress
- CAC will vet the approach and outputs to stress test and provide outside perspectives
- TAC will provide input on development of objectives, metrics, and tracking methods for Thriving Communities goal through the committee process
- Utilize survey or other methods to gather input from partners and general public on MCWD's work to inform progress assessment

Engagement Plan

MCWD's 2027 Plan is subject to certain engagement requirements outlined in MN Statutes §§ 103D.331, 103D.337, 103B.231, and MN Rules §8410, which have been integrated into the engagement process. To support MCWD's organizational strategic direction, achieve the Plan's purpose, and accomplish the proposed scope of work, the following objectives are recommended to guide the engagement process:

Engagement Process Objectives

Build Trust in MCWD as a Partner, not just a Regulator

- Co-design policy interventions and regulations with our communities.
- Prioritize active listening to understand our stakeholders' goals and incorporate their feedback into MCWD's decision-making when feasible.
- Seek to add value for our partners wherever possible, such as helping cities meet new local water plan requirements.
- Create engaging spaces for relationship-building by incorporating fun, food, humor, and time for connection.

Provide a Regional Lens and Systems Understanding

- Clearly communicate the scope of the 2027 Plan update and MCWD's role, ensuring partners understand our vision, goals, and process.
- Provide a systems-based lens to understand the watershed, needs, impacts, and solutions.
- Ensure partners see their goals represented within MCWD's regional scope and have a sense of ownership over the 2027 Plan.
- Daylight areas of disagreement early on and facilitate consensus-building to keep the process moving forward.

Establish Credibility in our Decision-Making

- Leverage best practices from scenario planning processes to inform our approach.
- Build consensus on how we will use relevant datasets and climate scenarios to guide the development of solutions.
- Establish early stakeholder support for MCWD's new 2-D model by providing transparency on the model development process and how partners' datasets are incorporated.
- Leverage regional partners like Hennepin County and Met Council in process design and engagement for mutual benefit.

Maintain Alignment Between a Diverse Array of Stakeholders

- Facilitate coordination and feedback across city/agency departments throughout process.
- Create and maintain alignment and direction between and across advisory committees.
- Ensure MCWD has the capacity and expertise to support an effective process.
- Achieve broad support for the 2027 Plan's direction and outcomes by addressing stakeholder concerns early and engaging them at every stage of the process.

Stakeholders

To achieve the objectives outlined above and ensure the 2027 Plan serves our communities, MCWD must engage a range of key stakeholders. The table below specifies each audience's level of participation by each of the Plan's four areas of work, based on the International Association for Public Participation (IAP2) framework, which clarifies how each audience will contribute to decision-making.

- Local/regional public agencies: cities, counties, MPRB, TRPD, Met Council, LMCD
 - Primary Staff Contacts – water resources, public works, planners, community development, engineers, regulators
 - Policy makers - councils, administrators, commissioners
- State agencies: BWSR, MPCA, DNR, MDH, MDA, MNDOT
- CAC Members
- Community-based organizations: lake/creek associations, neighborhood associations, indigenous organizations, and other community groups
- General Public

<i>Stakeholder Engagement by Work Area</i>					
Work Area	Local/Regional Public Agencies		State Agencies	CAC members	General Public & Community Organizations
	Primary Staff Contacts	Policy Makers			
Flood Management Strategy	Collaborate	Collaborate	Consult	Consult	Inform
Focal Geographies	Collaborate	Collaborate	Inform	Consult	Consult
Land & Water Partnership Program	Involve	Involve	Inform	Consult	Inform
Evaluation Framework	Consult	Consult	Consult	Involve	Consult

Engagement Methods

Staff have identified a portfolio of methods to engage the Plan’s key stakeholders effectively. The following sections describe the methods staff will employ to engage each audience throughout the Plan update process. The MCWD Board of Managers will also be engaged throughout the process by receiving updates on progress, engaging in workshops for each of the Plan’s four work areas, and serving as liaisons to the Policy Advisory Committee.

<i>External Stakeholder Engagement Methods</i>					
Audience	Local/Regional Public Agencies		State Agencies	CAC Members	General Public & Community Organizations
	Primary Staff	Policy Makers			
Soft Rollout (kickoff publication, 1:1s, calls)	x	x	x		
Kickoff Events	x	x	x	x	x
TAC Meetings	x				
PAC Meetings		x			
CAC Meetings				x	x
Written Communications (factsheets, email updates, webpage, media)	x	x	x	x	x
1:1 Meetings	x	x	x		
Focal Geography Planning Meetings	x	x			x
Subwatershed Planning Meeting & Interactive Mapping Tool	x	x			
Online Survey				x	x
Public Meetings (open houses, townhalls)				x	x
Public Hearing and 60-Day Comment Period	x	x	x	x	x

Soft-Rollout

Audience: Public agency staff and policymakers

Description: MCWD staff will introduce the upcoming planning process during routine coordination meetings, calls, and engagement with city staff and policymakers across the watershed. MCWD will also develop and distribute a kick-off publication and cover letter to notify stakeholders of upcoming engagement opportunities, such as kick-off events.

Timeline: January 2025 – April 2025

Kick-Off Event(s)

Audience: Public agency staff and policymakers, state agencies, CAC members, community-based organizations, and the general public

Description: MCWD will host 2-3 kick-off meetings across the watershed to introduce the scope of the 2027 Plan update, collect input on the proposed process, and preview upcoming engagement opportunities for key stakeholders across the watershed. Public notice will be provided at least two weeks prior to all events.

Timeline: April 2025

Advisory Committee Process

Technical Advisory Committee (TAC)

Audience: Public agency staff

Description: In-person meetings with a committee of 15-20 technical staff members to work through discussions on the four plan focus areas. TAC members will collaborate on an implementation framework to support flood management, vet focal geography areas, advise on opportunities for land use and water integration, and provide input on evaluation methods for MCWD's goals.

Timeline: Bimonthly meetings June 2025 – March 2027

Policy Advisory Committee (PAC)

Audience: Public agency policymakers

Description: In-person meetings with a committee of 15-20 policymakers across the watershed to gather feedback on the policy direction and structure of the Plan. PAC members will provide direction on an integrated flood management strategy, vet focal geography areas, and advise on opportunities for land use and water integration.

Timeline: Quarterly meetings June 2025 – March 2027

Citizens Advisory Committee (CAC)

Audience: CAC members and the general public (all CAC meetings are open to the public)

Description: Throughout the regular bimonthly CAC meeting schedule, CAC members will vet plan messaging and strategy, provide input to inform how MCWD can evaluate progress toward its goals, and receive updates on the Plan process.

Timeline: Bimonthly throughout the process

Written Communications

Audience: Public agency staff and policymakers, state agencies, CAC members, community-based organizations, and the general public

Description: MCWD will provide regular updates on the Plan process by providing relevant factsheets and publications, posting updates on the District’s website, publishing news releases, sending email newsletters to subscribers, and highlighting key milestones on social media.

Timeline: May 2025 – December 2027 (at key milestones throughout the process)

1:1 Meetings

Audience: Public agency staff and policymakers, state agencies

Description: MCWD staff will offer 1:1 meetings to interested stakeholders to provide updates on the Plan process, solicit input on the four work areas, and answer relevant questions to supplement other engagement methods.

Timeline: As needed throughout the engagement process

Focal Geography Planning Meetings

Audience: Public agency staff and policymakers

Description: MCWD will convene coalitions of partners within each of our selected focal areas to review diagnostic data, align goals, develop and refine subwatershed implementation plans, and maintain support for project implementation in the District’s focal geographies.

Timeline: March 2025 – June 2027

Subwatershed Planning Meeting & Interactive Mapping Tool

Audience: Public agency staff and policymakers

Description: MCWD will host a meeting to vet regional opportunity areas identified within each subwatershed, gather input on local plans and priorities, and pilot an interactive mapping tool to support Land & Water Partnership program opportunity screening by MCWD and partners.

Timeline: April 2026 – June 2026

Online Survey

Audience: CAC members, community-based organizations, and the general public

Description: MCWD will publish an online survey to collect input on how MCWD can evaluate progress over the next Plan cycle.

Timeline: January 2026 – March 2026

Public Meetings

Audience: CAC members, community-based organizations, and the general public

Description: MCWD will leverage community-based organizations to support participation in public meetings, such as open houses or townhalls where staff will share progress updates and collect input on the Plan.

Timeline: July 2026 – September 2026; March 2027 – May 2027

Public Hearing & 60-Day Comment Period

Audience: Public agency staff and policymakers, state agencies, CAC members, community-based organizations, and the general public

Description: As required by state statute, MCWD will facilitate a 60-day comment period as well as host and notice a public hearing prior to Plan adoption to collect final ideas. MCWD will publish and provide written responses to all comments received.

Timeline: May 2027 – August 2027

Key Messages

To support effective communication about the Plan update, staff have developed the following list of key messages that will be refined and expanded throughout the Plan update process.

- Recognizing that land use change is a primary driver of water resource issues and opportunities, MCWD's 2017 Plan aimed to achieve integration of land use and water planning to realize our vision of balanced urban ecology and produce greater social, economic, and environmental benefits.
- MCWD's 2027 Plan will build on this approach by continuing to strengthen partnerships with the land use community, expand our portfolio of high-impact capital projects, and shape policies that support thriving, sustainable communities.
- To prepare for the future, MCWD's 2027 Plan will integrate a regional strategy to build flood resilience, address historic land use changes, and respond to the impacts of climate change on the watershed's communities.
 - Historic land use decisions, such as the filling of wetlands and ditching of streams, have reduced water storage capacity, creating a system that is prone to flooding.
 - Climate change is exacerbating these issues with more extreme precipitation, impacting both the built and natural environment.
- We want our partners' help to understand climate vulnerabilities, establish shared goals, evaluate and prioritize strategies to build resilience across the watershed, and build an implementation framework to support a sustainable future for the region.
 - Water doesn't follow political boundaries, so we need a coordinated, watershed-wide flood management strategy designed in collaboration with our communities.
 - Our new 2-dimensional model will support the data-driven evaluation of flood management strategies and help MCWD and its partners determine how to apply infrastructure and nature-based solutions to balance both local and regional benefits.
 - Infrastructure solutions like increased conveyance can play an important role in adapting to increased precipitation but restoring and creating storage capacity is critical to addressing the risks of both flooding and drought.
 - When water storage is integrated into the landscape, we can create projects that provide a range of benefits for flood resilience, water quality, community greenspace, and place-making.
 - We've seen this approach in action with projects like Arden Park in Edina, Cottageville Park in Hopkins, and the East Auburn Stormwater Ponds in Victoria.

- Though an integrated flood management strategy is the principle focus of our 2027 Plan, we will also be engaging our communities to improve our approach to capital project implementation and create an evaluation framework to assess our progress.
 - o We're engaging coalitions of partners in areas of high need and opportunity to identify and prioritize high-impact projects for the next decade.
 - o To support the implementation of LWP program projects, we're working with our partners to build new tools for opportunity screening and assess regional banking strategies.
 - o We're using this process to develop metrics, tracking systems, and reporting frameworks with our stakeholders to provide accountability and help us communicate our successes.
- There are many ways to engage with MCWD throughout the Plan update process. Visit our website and subscribe to our newsletter to stay informed and find ways to participate!

Attachment 2
Contract Template

**AGREEMENT BETWEEN
MINNEHAHA CREEK WATERSHED DISTRICT and
[CONSULTANT]
[Project Title]**

This agreement is entered into by the Minnehaha Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (MCWD), and [CONSULTANT], a Minnesota corporation (CONSULTANT). In consideration of the terms and conditions set forth herein and the mutual exchange of consideration, the sufficiency of which hereby is acknowledged, MCWD and CONSULTANT agree as follows:

1. Scope of Work

CONSULTANT will perform the work described in the [DATE] Scope of Services attached as Exhibit A (the Services). Exhibit A is incorporated into this agreement and its terms and schedules are binding on CONSULTANT as a term hereof. MCWD, at its discretion, in writing may at any time suspend work or amend the Services to delete any task or portion thereof. Authorized work by CONSULTANT on a task deleted or modified by MCWD will be compensated in accordance with paragraphs 5 and 6. Time is of the essence in the performance of the Services.

2. Independent Contractor

CONSULTANT is an independent contractor under this agreement. CONSULTANT will select the means, method and manner of performing the Services. Nothing herein contained is intended or is to be construed to constitute CONSULTANT as the agent, representative or employee of MCWD in any manner. Personnel performing the Services on behalf of CONSULTANT will not be considered employees of MCWD and will not be entitled to any compensation, rights or benefits of any kind from MCWD.

3. Subcontract and Assignment

CONSULTANT will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Services without the written consent of MCWD and pursuant to any conditions included in that consent. MCWD consent to any subcontracting does not relieve CONSULTANT of its responsibility to perform the Services or any part thereof, nor in any respect its duty of care, insurance obligations, or duty to hold harmless, defend and indemnify under this agreement.

4. Duty of Care; Indemnification

CONSULTANT will perform the Services with due care and in accordance with national standards of professional care. CONSULTANT will hold harmless and indemnify MCWD, its board members, employees and agents, from any and all actions, costs (including reasonable attorney fees), damages and liabilities of any nature arising from CONSULTANT's or a subconsultant's lack of professional due care, and will defend, hold harmless, and indemnify MCWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from CONSULTANT's or a subconsultant's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by CONSULTANT to MCWD, other than the duty of professional due care. For any claim subject to this paragraph by an employee of CONSULTANT or

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a subconsultant, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or the subconsultant under workers' compensation acts, disability acts or other employee benefit acts.

5. Compensation

MCWD will compensate CONSULTANT for the Services on [an hourly OR a lump-sum] basis and reimburse for direct costs in accordance with Exhibit A. Invoices will be submitted monthly for work performed during the preceding month. Payment for undisputed work will be due within 30 days of receipt of invoice. Direct costs not specified in Exhibit A will not be reimbursed except with prior written approval of the MCWD administrator. Subconsultant fees and direct costs, as incurred by CONSULTANT, will be reimbursed by MCWD at the rate specified in MCWD's written approval of the subcontract

[The total payment for each task will not exceed the amount specified for that task in Exhibit A.] The total payment for the Services will not exceed [\$_____]. Total payment in each respect means all sums to be paid whatsoever, including but not limited to fees and reimbursement of direct costs and subcontract costs, whether specified in this agreement or subsequently authorized by the administrator.

CONSULTANT will maintain all records pertaining to fees or costs incurred in connection with the Services for six years from the date of completion of the Services. CONSULTANT agrees that any authorized MCWD representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

6. Termination; Continuation of Obligations

This agreement is effective when fully executed by the parties and will remain in force until [DATE] unless earlier terminated as set forth herein.

MCWD may terminate this agreement at its convenience, by a written termination notice stating specifically what prior authorized or additional tasks or services it requires CONSULTANT to complete. CONSULTANT will receive full compensation for all authorized work performed, except that CONSULTANT will not be compensated for any part performance of a specified task or service if termination is due to CONSULTANT's breach of this agreement.

Insurance obligations; duty of care; obligations to defend, indemnify and hold harmless; duty to cooperate in assignment of intellectual property; and document-retention requirements will survive the completion of the Services and the term of this agreement.

7. No Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish such party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or

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approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term of this agreement, MCWD waives no immunity in tort. This agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

8. Insurance

At all times during the term of this Agreement, CONSULTANT will have and keep in force the following insurance coverages:

- A. General: \$1.5 million, each occurrence and aggregate, covering CONSULTANT's ongoing operations on an occurrence basis.
- B. Professional liability: \$1.5 million each claim and aggregate. Any deductible will be CONSULTANT's sole responsibility and may not exceed \$50,000. Coverage may be on a claims-made basis, in which case CONSULTANT must maintain the policy for, or obtain extended reporting period coverage extending, at least three (3) years from completion of the Services.
- C. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- D. Workers' compensation: in accordance with legal requirements applicable to CONSULTANT.

General and automobile liability limits above \$1 million may be met by means of a follow form excess or umbrella policy. CONSULTANT will not commence work until it has filed with MCWD a certificate of insurance clearly evidencing the required coverages and naming MCWD as an additional insured for general liability, and any associated excess or umbrella policy, along with a copy of the additional insured endorsement establishing coverage for CONSULTANT's ongoing operations as primary coverage on a noncontributory basis. The certificate will name MCWD as a holder and will state that MCWD will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as CONSULTANT.

9. Compliance With Laws

CONSULTANT will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services and will procure all licenses, permits and other rights necessary to perform the Services.

In performing the Services, CONSULTANT 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.

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10. Data and Information

All data and information obtained or generated by CONSULTANT in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the data and information are contained, documented or memorialized (together, here and in sections 11 and 12, the "Materials"), are the property of MCWD. CONSULTANT hereby assigns and transfers to MCWD all right, title and interest in: (a) its copyright, if any, in the Materials; any registrations and copyright applications relating to the Materials; and any copyright renewals and extensions; (b) all works based on, derived from or incorporating the Materials; and (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and all causes of action in law or equity for past, present or future infringement based on the copyrights. CONSULTANT agrees to execute all papers and to perform such other proper acts as MCWD may deem necessary to secure for MCWD or its assignee the rights herein assigned.

MCWD may immediately inspect, copy or take possession of any Materials on written request to CONSULTANT. On termination of the agreement, CONSULTANT may maintain a copy of some or all of the Materials except for any Materials designated by MCWD as confidential or non-public under applicable law, a copy of which may be maintained by CONSULTANT only pursuant to written agreement with MCWD specifying terms.

11. Data Practices; Confidentiality

If CONSULTANT receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) CONSULTANT possesses or has created as a result of this agreement, it will inform MCWD immediately and transmit a copy of the request. If the request is addressed to MCWD, CONSULTANT will not provide any information or documents, but will direct the inquiry to MCWD. If the request is addressed to CONSULTANT, CONSULTANT will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with MCWD and its legal counsel before replying. Nothing in the preceding sentence supersedes CONSULTANT's obligations under this agreement with respect to protection of MCWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that CONSULTANT is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

CONSULTANT agrees that it will not disclose and will hold in confidence any and all proprietary Materials owned or possessed by MCWD and so denominated by MCWD. CONSULTANT will not use any such Materials for any purpose other than performance of the Services without MCWD written consent. This restriction does not apply to Materials already possessed by CONSULTANT or that CONSULTANT received on a non-confidential basis from MCWD or another party. Consistent with the terms of this section 11 regarding use and protection of confidential and proprietary information, CONSULTANT retains a nonexclusive license to use the Materials and may publish or use the Materials in its professional activities. Any CONSULTANT duty of care under this agreement does not extend to any party other than MCWD or to any use of the Materials by MCWD other than for the purpose(s) for which CONSULTANT is compensated under this agreement.

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12. MCWD Property

All property furnished to or for the use of CONSULTANT or a subcontractor by MCWD and not fully used in the performance of the Services, including but not limited to equipment, supplies, and Materials, will remain the property of MCWD and returned to MCWD at the conclusion of the performance of the Services, or sooner if requested by MCWD. CONSULTANT further agrees that any proprietary Materials are the exclusive property of MCWD and will assert no right, title or interest in the Materials. CONSULTANT will not disseminate, transfer or dispose of any proprietary Materials to any other person or entity unless specifically authorized in writing by MCWD.

Any property including but not limited to Materials supplied to CONSULTANT by MCWD or deriving from MCWD is supplied to and accepted by CONSULTANT as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, CONSULTANT's duty of professional care under paragraph 4, above, does not extend to Materials provided to CONSULTANT by MCWD or any portion of the Services that is inaccurate or incomplete as the result of CONSULTANT's reasonable reliance on those Materials.

13. Notices

Any written communication required under this agreement to be provided in writing will be directed to the other party as follows:

To MCWD:

Administrator
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka, MN 55345

To CONSULTANT:

[Authorized Representative
Organization
Address]

Either of the above individuals may in writing designate another individual to receive communications under this agreement.

14. Choice of Law; Venue

This agreement will be construed under and governed by the laws of the State of Minnesota. Venue for any action will lie in Hennepin County.

15. Whole Agreement

The entire agreement between the two parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any

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modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties hereto. MCWD may amend this agreement only by action of the Board of Managers acting as a body.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this agreement.

CONSULTANT

By _____
Its _____

Date: _____

Approved as to Form and Execution

MCWD Attorney

MINNEHAHA CREEK WATERSHED DISTRICT

By _____
Its _____

Date: _____

**Exhibit A
Scope of Services**

TEMPLATE