

Le Sueur County, MN

Tuesday, May 1, 2018 Board Meeting

ltem 8

10:25 a.m. Holly Kalbus, Environmental Services (10 min)

RE: Gravel Tax Project

RE: 2017 AIS Update

RE: Water Testing Equipment Grant

Staff Contact:











Water Quality Monitoring Equipment and Service Purchase Agreement

Date: April 24, 2018

Le Sueur County (Environmental Services), 88 South Park Ave, Le Center MN, 56057 (hereafter the "County") and Le Sueur County Soil and Water Conservation District, 181 W Minnesota St., Le Center MN, 56057 (hereafter the "District") enter into this Agreement for the District to purchase the equipment and for both parties to share services related to water monitoring throughout Le Sueur County specified in the attached Water Monitoring Plan (Plan).

RECITALS

WHEREAS, the District has agreed to appropriate \$7500 of the 2018 SWCD Local Capacity Funds granted by the Minnesota Board of Water and Soil Resources in order to acquire the equipment and complete certain tests as outlined in the Plan; and

WHEREAS, the parties contend that there will be future monitoring of groundwater and well water throughout Le Sueur County following the completion of the activities outlined in the Plan.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the District and County agree as follows:

- 1. The District and County agree to allocate the resources specified above in order to acquire the equipment and contract for the testing of water samples as outlined in the plan in the amount of \$7,500.
- 2. Following the purchase of the equipment and supplies listed in the Plan, the ownership of these items is with the County.
- 3. Following the end of the monitoring period established in the Plan, the County agrees to store the equipment at no cost to the District.
- 4. The maintenance, replacement and upkeep costs will be the sole responsibility of the County, including but not limited to, annual calibrations and repairs.
- 5. The District shall be responsible for any financial record keeping regarding the purchases of equipment and services outlined in the Plan.
- 6. Following the completion of the monitoring outlined in the Plan, any new effort to monitor future groundwater and well water using the equipment must be authorized by both the District and the County.

- 7. Any and all labor costs associated with efforts to obtain the samples by the District and County personnel shall be authorized by the District Manager and the Le Sueur County Planning and Zoning Administrator.
- 8. This agreement may be canceled by either party at any time, with or without cause, upon sixty (60) days' notice, in writing, delivered by mail or in person. Before the termination date of this agreement, the District and County may evaluate the agreement to determine each party's interest in renewal of the agreement. Any alterations, variations, modifications, or waivers of provisions of this agreement must be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. No claim for purchases by the District or County not specifically provided in the agreement will be covered under this agreement, unless this is approved in writing by both entities. Upon termination, the equipment and supplies will be divided evenly between the parties.
- 9. It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

This Agreement is dated as first shown above.

Dated:_____

Jim Struck Chairperson, Le Sueur County SWCD Board

Dated:_____

Darrell Pettis County Administrator Le Sueur County