

**ADDITIONAL SUPPORT FOR DITCH INSPECTIONS**

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
LE SUEUR COUNTY  
AND  
LE SUEUR COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**January 1, 2021 TO DECEMBER 31, 2021.**

**PROFESSIONAL SERVICES CONTRACT**

\_\_\_\_\_, 2021

The AGREEMENT, Made and entered into this \_\_\_\_\_, 2021, between Le Sueur County, hereinafter called the "PROJECT SPONSER" and Le Sueur County Soil and Water Conservation District hereinafter called the "CONTRACTOR".

Witness: That in consideration of mutual covenants herein contained, the County agrees to contract with the CONTRACTOR to perform the services hereinafter outlined in connection with providing technical assistance with the county ditch system and agrees to pay the SUBCONTRACTOR for such services according to paragraph II. Payment will be made from the county ditch funds.

**I. SCOPE OF SERVICES**

See Addendum 1, attached.

The period of this contract shall be from \_\_\_\_\_, 2021 to \_\_\_\_\_.

**II. COMPENSATION**

For the services covered by the contract, the COUNTY agrees to pay the CONTRACTOR at an hourly rate of:

District Manager	\$55.27
District Technician	\$39.73
Program Specialist	\$52.08
Resource Technician	\$31.71

For services by staff in the listed positions.

The COUNTY agrees to pay the CONTRACTOR at an IRS approved mileage rate. Contractor agrees to submit hourly time and mileage records to the county quarterly.

**III. NON DISCRIMINATION EMPLOYMENT**

During the performance of this contract, the contractor shall not, because of age, sexual preference, political affiliation, race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance or disability, discriminated against any person with respect to hire, tenure, compensation, terms of employment, upgrading of employment, facilities, privileges or conditions of employment; refuse to hire persons seeking employment; or discharge an employee.

#### **IV. NON DISCRIMINATION IN AVAILABILITY AND USE OF FACILITIES**

During the performance of this contract, the contractor shall not exclude any person from participating in, deny them the benefits of, or discriminate against them on the basis of race, color, creed, religion, national origin, sex, marital status, age sexual preference, political affiliation, or status with regard to public assistance or disability.

#### **V. CONTRACT TERMINATION**

This contract shall be automatically renewed for additional one year periods on the same terms and conditions unless either party gives the other party notice of intent not to renew the contract. The notice must be in writing and must be given by November 1<sup>st</sup> in order to terminate the contract for the following year.

IN WITNESS WHEREOF, the parties hereto have made and executed the contract as of the date and year first above written, intending to be bound thereby.

Le Sueur County

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Le Sueur County Soil and Water Conservation District

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **ADDENDUM 1**

### **Scope of Services**

#### **Shall include be not be limited to the following:**

Provide day to day oversight of the County Ditch Specialist position.

Provide additional support as needed to the Ditch Specialist to review petitions for repair/cleanout, etc. of County and Joint Ditches, contact individual signers of petitions, inspect ditch systems and determine if work is necessary.

Report to County Board and Auditor on conditions of drainage system, attend hearings as necessary.

Secure contractor to do drainage work, instruct contractor in scope of work and inspect job site to insure adherence to ditch statutes during cleanouts. Draw contracts if necessary.

Contact land owners in drainage system to inform them that work will be done on their property.

Prior to approving payments to contractors verify that the project is complete and condition of the system is satisfactory.

As needed report to the County Board as to proper methodology to handle specific drainage procedures. Communicate with appropriate surrounding County Ditch Inspectors on Joint County Drainage Projects.