

AGREEMENT FOR TECHNICAL SERVICES

THIS AGREEMENT FOR TECHNICAL SERVICES (“Agreement”) made and entered into this ___ day of _____, 2017

Between: Bassett Creek Watershed Management Commission
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435 (hereinafter called “CLIENT”)

And: Wenck Associates, Inc.
1800 Pioneer Creek Center
P.O. Box 249
Maple Plain, Minnesota 55359-0249 (hereinafter called “WENCK”)

(and together “the Parties”)

Witnesseth That the Parties hereto agree, each with the other, as follows:

1. **PROJECT & SCOPE of SERVICES**
WENCK will review certain sections of the Local Water Management Plans (LWMPs) submitted to the Commission by the cities of Golden Valley and Minnetonka for conformance with the 2015 Bassett Creek Watershed Management Plan, as requested by the CLIENT’S Administrator. The results of the LWMP review will be submitted in writing to the CLIENT (collectively, the “Services”). Reviews by WENCK will be primarily for technical portions of the LWMPs and shall be performed within a scope and timeframe specified by the CLIENT’s Administrator.
2. **COMPENSATION**
Compensation shall be paid for the Services actually provided. The CLIENT will be invoiced on a monthly basis for professional time completed and expenses incurred with a 0% mark-up. Invoices are to be paid within 45 days of receipt of the invoice. The total compensation, including expenses, to be paid to Wenck for all the Services to be provided under this Agreement shall not exceed \$6,000.
3. **TERM**
This Agreement shall be effective as of the date of the last party to execute it and it shall continue to be in effect until December 31, 2018.
4. **TERMINATION**
This Agreement may be terminated by CLIENT upon 5 days notice in writing to WENCK. CLIENT shall forthwith pay to WENCK all amounts, including all expenses and other charges, payable under this Agreement as of the termination date.

5. STANDARD OF CARE/INDEMNITY

WENCK will provide:

- A. The standards of care, skill and diligence normally provided by a professional in the performance of the Services contemplated by this Agreement.
- B. Wenck agrees to indemnify and hold CLIENT harmless from any claim, cause of action, demand or other liability of any nature or kind (including the costs of reasonable attorney's fees and expert witness fees) arising out of any negligent act or omission of Wenck or any subcontractor of Wenck in connection with the Services performed under the terms of this Agreement. Nothing herein shall be deemed a waiver by CLIENT of any limitations or exemptions from liability available to it under Minnesota Statutes, chapter 466 or other law.
- C. WENCK shall, during the entire term of this Agreement, maintain commercial general liability insurance and professional liability insurance, each with a policy limit of at least \$1,000,000. WENCK shall have CLIENT named as an additional insured on WENCK's commercial general liability policy. WENCK shall provide CLIENT a certificate of insurance showing proof of such coverages.

6. DISPUTE RESOLUTION/GOVERNING LAW

If a dispute arises out of or in connection with this Agreement or the breach thereof, the Parties will attempt to settle the dispute by negotiation before commencing legal action. The governing law shall be the law of the State of Minnesota.

7. NOTICE AND OFFICIALS

WENCK will appoint a Project Manager who shall be in charge of the Project for WENCK. CLIENT'S administrator is the official authorized to act for the CLIENT, understanding that certain decisions must be made by CLIENT'S board. The person so appointed by WENCK will maintain close contact with the authorized representative of CLIENT. All notices to WENCK, including without limitation, those concerning changes in the scope of Services shall be directed in writing to the appointed Project Manager at the address shown above. Notices to CLIENT shall be directed in writing to CLIENT at the address of CLIENT shown above or to such other address as the CLIENT may in writing designate.

8. MISCELLANEOUS

This Agreement i) constitutes the entire Agreement between the Parties, ii) supersedes any previous representations or agreements between the Parties with respect to the Service, iii) may be modified or amended only in a writing signed by the Parties, and iv) shall inure to the benefit of and be binding upon the Parties, their respective permitted successors and assigns. Neither Party may assign this Agreement in whole or in part without the express written consent of the other Party. Nothing in this Agreement is to be construed to create any rights in any third party (including without limitation vendors and contractors working on the Project whether as third party beneficiaries or otherwise. WENCK shall comply with all applicable laws, rules, and regulations in providing the Services. WENCK agrees to comply with the Minnesota Data Practices Act with respect all data created, collected, received, stored, used, maintained, or disseminated by WENCK

in the course of providing Services under this Agreement. This Agreement does not require data on individuals to be made available to WENCK. The books, records, documents, and accounting procedures of WENCK related to the Services are subject to examination by CLIENT and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

“CLIENT”
Bassett Creek Watershed
Management Commission

“WENCK”
Wenck Associates, Inc.

By: _____
Its Chair

By: _____

Its Secretary

By: _____
Its