

AGREEMENT FOR SERVICES

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, (the "COUNTY") A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Environment and Energy, 701 Fourth Avenue South, Suite 700, Minneapolis, MN, 55415 ("DEPARTMENT") and Bassett Creek Watershed Management Commission, a Minnesota joint powers organization ("COMMISSION"), C/O 16145 Hillcrest Lane, Eden Prairie, MN, 55346.

The parties agree as follows:

1. TERM OF THE AGREEMENT

The County agrees to furnish River Watch program services to the Commission commencing May 1, 2020 and terminating December 31, 2020, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

2. SERVICES TO BE PROVIDED

The County agrees to provide River Watch program services to the Commission as more fully described in Exhibit A, attached hereto and incorporated herein by reference.

3. PAYMENT FOR SERVICES

The Department will bill the Commission for services rendered. Payment shall be made within thirty-five (35) days from receipt of the invoice.

The total cost of this Agreement shall not exceed One Thousand Dollars (\$1,000) if only one site is monitored and shall not exceed Two Thousand Dollars (\$2,000) if two or more sites are monitored.

4. INDEPENDENT CONTRACTOR

The County shall select the means, method, and manner of performing the services. Nothing is intended or should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting either party as the agent, representative, or employee of the other party for any purpose. The County is and shall remain an independent contractor for all services performed under this Agreement.

5. LIABILITY

Each party shall be responsible for its own acts and deeds and the results thereof. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law.

6. INSURANCE

A. Both parties agree at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following insurance coverages:

| | <u>Limits</u> |
|---|---------------|
| 1. Commercial General Liability on an occurrence basis with contractual liability coverage: | |
| General Aggregate | \$2,000,000 |
| Products—Completed Operations Aggregate | 2,000,000 |
| Personal and Advertising Injury | 1,500,000 |
| Each Occurrence—Combined Bodily Injury and Property Damage | 1,500,000 |
| 2. Workers' Compensation and Employer's Liability: | |
| Workers' Compensation | Statutory |
| Employer's Liability. Bodily injury by: | |
| Accident—Each Accident | 500,000 |
| Disease—Policy Limit | 500,000 |
| Disease—Each Employee | 500,000 |
| 3. Professional Liability—Per Claim | 1,500,000 |
| Aggregate | 2,000,000 |
| The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement. | |

B. A self-insurance program is an acceptable method to provide the required insurance limits. Coverage provided by the League of Minnesota Cities Insurance Trust municipal liability policy shall be considered adequate for purposes of this section.

C. Duty to Notify. Each party shall promptly notify the other party of any claim, action, cause of action or litigation brought against it, its employees, officers, agents or subcontractors, which arises out of the services contained in this

Agreement. Each party shall also notify the other party whenever it has a reasonable basis for believing that it and/or its employees, officers, agents or subcontractors, might become the subject of a claim, action, cause of action, or litigation arising out of and/or related to the services contained in this Agreement.

7. DATA PRACTICES

Each party, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), adopted as part of the American Recovery and Reinvestment Act of 2009, and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. The terms of this section shall survive the cancellation or termination of this Agreement.

8. SUCCESSORS AND ASSIGNMENTS

- A. Each party binds itself, its partners, successors, assigns and legal representatives to the other party for all covenants, agreements and obligations contained in the contract documents.
- B. Neither party shall assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of the other party.

9. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

10. DEFAULT AND CANCELLATION

- A. If either party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless the defaulting party's default is excused by the other party,

the non-defaulting party may upon written notice immediately cancel this Agreement in its entirety.

- B. A party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- C. This Agreement may be canceled with or without cause by either party upon thirty (30) day written notice.

11. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: INDEPENDENT CONTRACTOR; LIABILITY; INSURANCE; DATA PRACTICES; DEFAULT AND CANCELLATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

12. CONTRACT ADMINISTRATION

In order to coordinate the services being provided to the Commission with the activities of the Department, Mary L Karius, or successor, shall manage this Agreement on behalf of the County and serve as liaison between the County and the Commission.

13. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

Both parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.

14. NOTICES

Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the County shall be sent to the County Administrator with a copy to the originating Department at the address given in the opening paragraph of the Agreement. Notice to the Commission shall be sent to the address stated in the opening paragraph of the Agreement.

15. MEDIA OUTREACH

Commission shall not use the term "Hennepin County", or any derivative thereof in

Commission's advertising, external facing communication and/or marketing, including but not limited to advertisements of any type or form, promotional ads/literature, client lists and/or any other form of outreach, without the written approval of the Hennepin County Public Affairs/Communications Department, or their designees.

16. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

COUNTY ADMINISTRATOR AUTHORIZATION

Reviewed by the County Attorney's Office

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Assistant County Attorney

By: _____
David Hough, County Administrator

By: _____
Assistant County Administrator - Public Works

Date: _____

Recommended for Approval

Energy

By: _____
Director, Department of Environment and

Date: _____

**Basset Creek Watershed
Management Commission**

The Commission certifies that the person who executed this Agreement is authorized to do so on behalf of the Commission as required by applicable articles, bylaws, resolutions or ordinances.*

Printed Name: _____

Signed: _____

Title: _____

Date: _____

* Commission shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time Commission returns the Agreement to the County. Documentation is not required for a sole proprietorship.

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT A

SCHEDULE OF SERVICES

River Watch is a volunteer monitoring program coordinated by Hennepin County Environment and Energy and highlights a partnership between cooperating cities and watershed commissions. In the program, teachers and youth volunteers use biological monitoring criteria established by the MPCA to monitor local streams. Teachers use this as a unique hands-on research experience in the classroom setting. The details of the program and Hennepin County's responsibilities are as follows:

- Take proper precautions to ensure the safety of those involved in activities relating to River Watch.
- Recruit and manage teachers and students to monitor sites within the Bassett Creek Watershed.
- Coordinate and facilitate training sessions in field collection techniques and macroinvertebrate identifications including all in-person, hands-on training.
- Provide all necessary equipment and resources for successful collection of data.
- Provide funds to cover internal teacher costs including busing.
- Provide all Quality Assurance/Quality Control checks.
- Manage program finances.
- Manage program contracts.
- Maintain communication with all parties.
- Coordinate outreach educational opportunities.
- Coordinate volunteer appreciation efforts.
- Develop and distribute Year End Results to all interested parties upon request and via Hennepin County website.