

**SERVICE AGREEMENT
BASSETT CREEK WATERSHED MANAGMENT COMMISSION**

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the “Commission”), and Jim Rock, an individual person (the “Contractor”).

1. **SERVICES.** Contractor will perform for the Commission those services related to the development of content on Native cultures, as more specifically outlined in the proposal (“Proposal”), which is attached hereto as Exhibit A and incorporated herein (collectively, the “Services”). The terms and conditions of this Agreement shall be controlling over any conflicting terms or conditions contained within the Proposal.
2. **COMPENSATION.** Contractor will be paid for such Services at the rate of \$50 per hour. Contractor will not be reimbursed for any out-of-pocket expenses. The total compensation to be paid to Contractor for the Services to be provided under this Agreement shall not exceed \$2,000.
3. **PAYMENT.** Contractor will submit monthly invoices for the Services providing detailed time records of Services provided. Itemized invoices and records, together with supporting information, shall be submitted in a form acceptable to the Commission. The Commission will pay approved invoices within 45 days of receipt thereof. Invoices received by the first Thursday of the month will ordinarily be authorized for payment at that month’s regular meeting.
4. **TERM AND TERMINATION.** This Agreement shall be effective as of the date of the last party to execute it and, unless otherwise terminated by either party in accordance with this paragraph, it shall continue until all Services are provided and paid for in accordance with the terms and conditions herein. This Agreement may be terminated by either party at any time for any reason upon 10 days’ written notice of termination to the other party. Upon notice of termination, no additional Services will be performed and Contractor will be entitled only to payment for any Services provided as of the date of such notice.
5. **SUBSTITUTION AND ASSIGNMENT.** The Services provided hereunder are personal in nature and Contractor may not substitute other persons to perform any such Services. No assignment of this Agreement shall be permitted without a prior written amendment signed by the Commission and the Contractor.
6. **COMPLETE AGREEMENT.** This Agreement, together with the attached exhibit, contains the complete agreement between the parties and supersedes any previous oral and written agreements, representations and negotiations between the parties regarding the provision of services by Contractor to the Commission. No modifications or amendments may be made to this Agreement unless in writing and signed by both parties.
7. **INDEPENDENT CONTRACTOR.** The Contractor is not an employee of the Commission. Contractor will act as independent contractor and acquire no rights to tenure, workers’

compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or any other benefit. Contractor shall not be considered an employee of the Commission for any purpose including, but not limited to: income tax withholding; workers' compensation; unemployment compensation; FICA taxes; liability for torts; and eligibility for benefits.

Contractor will not be provided with a place of business and will retain control over the manner and means of the Services provided as an independent contractor. Contractor will provide, at Contractor's expense, necessary office space, transportation, computer capability, an email address, incidental office supplies, and anything else necessary to perform the Services.

8. **DATA PRACTICES AND RECORDS.** All records, information, materials and other work product, in written, electronic, or any other form, developed by Contractor in connection with providing Services under this Agreement shall become the exclusive property of the Commission upon receipt. All such records shall be maintained with the records of the Commission and in accordance with the instructions of the Commission. Additionally, data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will immediately report to the Commission any requests from third parties for information relating to this Agreement. The Contractor agrees to promptly respond to inquiries from the Commission concerning any data requests.
9. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws, regulations or ordinances in performance of Contractor's duties hereunder. The contractor agrees not to discriminate in providing Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
10. **AUDIT.** The Contractor agrees that the Commission, the State Auditor, or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, and records that are relevant to and involve transactions relating to this Agreement.
11. **HOLD HARMLESS.** Contractor shall defend, indemnify and hold harmless the Commission, its member cities and their elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation that may arise out of this Agreement for Services provided by Contractor hereunder.
12. **APPLICABLE LAW.** The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within the County of

Hennepin, State of Minnesota, regardless of the place of business, residence, or incorporation of Contractor.

13. NO AGENCY. Contractor is an independent contractor and shall not be considered to be the agent or servant of the Commission for any purpose and shall have no authority to enter into any contracts, create any obligations, or make any warranties or representations on behalf of the Commission.
14. THIRD PARTIES. The Commission and the Contractor do not intend to confer on any third party any rights under this Agreement.
15. NOTICES. Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To the Contractor: Jim Rock
 1525 Jersey Ave. N.
 Golden Valley, MN 55427

To the Commission: Bassett Creek Watershed Management Commission
 Attention: Administrator
 P.O. Box 270825
 Golden Valley, MN 55427
16. SEVERABILITY. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
17. WAIVER. Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
18. HEADINGS. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the last party to execute it.

CONTRACTOR

By: _____
Jim Rock Date

**BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION**

By: _____
Chair Date

By: _____
Secretary Date

EXHIBIT A
Proposal
Indigenous Educational Design (IED)

Address:
 Jim Rock-Consultant
 Indigenous Educational Design
 1525 Jersey Ave. N.
 Golden Valley, MN 55427



Bill To:
 Basset Creek Water Management Commission

Service	Hours and USD Dollar Rates
*Create a brief history of the Dakota peoples who lived in the region and their connection to the waterways in the Hãña Wakpadaŋ/Bassett Creek watershed for the map.	8 hours
*Write Dakota cultural connections to the region. (Traditional stories of water protectors, supernatural beings that helped to maintain the balance of the ecosystem).	8 hours
*Include Dakota trail map from Medicine Lake to Mississippi River.	
*Create a list of aquatic plants and wildlife that lived in the watershed pre-colonization and why many are no longer in the watershed today.	8 hours
*Create a Dakota vocabulary list.	8 hours
*Create a list of Dakota links for a website.	8 hours
	<p>Total: 40 hours x \$50</p> <p>\$2000</p>