



State of Minnesota

Income Contract

SWIFT Contract Number: _____

This Contract is between the State of Minnesota, acting through its Commissioner of the Minnesota Pollution Control Agency ("State") and Bassett Creek Watershed Management Commission whose designated business address is P.O. Box 250827 Golden Valley MN 55427 ("Purchaser"). State and Purchaser may be referred to jointly as "Parties."

Recitals

1. Under Minn. Stat. § 115.03(11) & 115.06 the State is empowered to enter into income contracts.
2. The Purchaser is in need of MPCA Smart Salting training.
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. July 16, 2026, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. December 31, 2026 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. State's Duties

The State will:

MPCA will provide the Purchaser with Smart Salting training(s) of choice from the following:

Trainings available	Fee
Smart Salting for Roads Certification training	\$2,000
Smart Salting for Parking lots & Sidewalks Certification training	\$2,000

Smart Salting for Rural Roads Certification training	\$2,000
Smart Salting for Water Softening Certification training	\$2,000
Smart Salting for Property Management Certification training	\$1,500
Smart Salting Refresher trainings: (For Smart Salting certified individuals only) Liquid deicer, Salt & Snow Storage, Weather for Winter Maintenance and Smart Salting 101.	\$1,000

Trainings will be held in-person or virtually as requested by the Purchaser. The Purchaser is responsible for securing and coordinating the venue for in-person trainings. There may be additional travel expenses for the Purchaser for in-person trainings that require more than one hour of travel. All virtual trainings will be managed and hosted by the MPCA.

Training types and dates will be determined by the parties and scheduled based on Purchaser request and MPCA's instructor availability. Backup dates may be considered and agreed upon by the parties for dates that weather may prohibit attendance.

The MPCA will provide and manage registration for all scheduled trainings. Both parties will promote trainings. For all applicable trainings the MPCA will provide testing and manage the certification process.

3. Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows: MPCA will send an invoice to the Purchaser for a lump sum of all trainings, this invoice must be paid within 30 days of receipt.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is \$[##].

4. Authorized Representative

The State's Authorized Representative is Chandi McCracken-Holm, or his/her successor or delegate.

The Purchaser's Authorized Representative is Laura Jester, P.O. Box 250827 Golden Valley MN 55427, 952-270-1990, laura.jester@keystonewaters.com, or his/her successor. If the Purchaser's Authorized Representative changes at any time during this Contract, the Purchaser must immediately notify the State.

5. Assignment, Amendments, Waiver, and Contract Complete.

- 5.1 Assignment. The Purchaser may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

6. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

7. Government Data Practices.

The Purchaser and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Purchaser under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify and consult with the State's Authorized Representative as to how the Purchaser should respond to the request. The Purchaser's response to the request shall comply with applicable law.

8. Publicity and Endorsement.

8.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Purchaser individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

8.2 Endorsement. The Purchaser must not claim that the State endorses its products or services.

9. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

10. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination.

Either party may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the other party.

1. Purchaser

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

2. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____