

Contract No: \_\_\_\_\_

## **PERSONAL/PROFESSIONAL SERVICE AGREEMENT**

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Department of Environment & Energy, 300 South Sixth Street, MC 679, Minneapolis, MN 55487 (“COUNTY”), and Bassett Creek Watershed Management Commision, P.O. Box 270825 Golden Valley MN 55427, a political subdivision of the state of Minnesota and a joint powers organization among nine cities including Crystal, Golden Valley, Medicine Lake, Minneapolis, Minnetonka, New Hope, Plymouth, Robbinsdale, and St. Louis Park (“CONTRACTOR”).

The parties agree as follows:

### 1. TERM AND COST OF THE AGREEMENT

This Agreement shall commence upon execution, and expire on 12/31/2026, unless terminated earlier in accordance with the provisions herein.

The total cost of this Agreement, including all reimbursable expenses, shall not exceed **Thirty Thousand Dollars and no/100 (\$30,000.00)**.

### 2. SERVICES TO BE PROVIDED

A. CONTRACTOR shall provide services as outlined in the scope of work in Attachment A, which includes working with Bolton and Menk and the Minnesota Pollution Control Agency to host a Smart Salting training and to work with target facilities in the Northern Subwatershed of Parkers Lake located in Plymouth, MN to improve chloride storage operations and help those operators implement Smart Salting best practices to reduce chloride runoff in the subwatershed.

The scope of services outlining the specific activities to be completed is more fully described in Attachment A.

CONTRACTOR may be reimbursed for any additional costs up to the \$30,000 total cost of this Agreement, to implement Smart Salting best practices including recommendations by Bolton and Menk after engaging facilities in consultations.

### 3. PAYMENT FOR SERVICES

CONTRACTOR shall be paid for services actually performed, in accordance with Attachment A (the subcontract between CONTRACTOR and Bolton and Menk for services, including Bolton and Menk’s hourly rates).

CONTRACTOR shall perform all services hereunder to the satisfaction of COUNTY, in accordance with the provisions herein, and in compliance with applicable law. If COUNTY determines that CONTRACTOR has not complied with the foregoing, COUNTY shall not have any obligation to pay CONTRACTOR for the non-complying services.

Payment for services shall be made directly to CONTRACTOR after completion of the services and upon the presentation of a claim as provided by law governing COUNTY's payment of claims and/or invoices. CONTRACTOR shall submit monthly invoices for services rendered on forms which may be furnished by COUNTY. Payment shall be made within thirty (30) days from receipt of the invoice.

Reimbursable expenses are limited to the actual cost for contract services (Attachment A).

Payments shall be made pursuant to the provisions herein and COUNTY's then applicable payment policies, procedures, rules and directions. COUNTY is not responsible for remedying fraudulent or unauthorized payments requested in CONTRACTOR's name.

Unless expressly approved in writing by COUNTY, CONTRACTOR shall not provide services under this Agreement without receiving a purchase order or purchase order number supplied by COUNTY. All invoices shall display a Hennepin County purchase order number and be emailed to OBF.Internet@hennepin.us or sent to the following central invoice receiving address: PO Box 1388, Minneapolis, MN 55440.

COUNTY may withhold from any payment due to CONTRACTOR any amount which is due and owing COUNTY under this or any other agreement between the parties due to overpayment or as a result of an audit.

4. PROFESSIONAL CREDENTIALS

CONTRACTOR shall provide all information requested by COUNTY to facilitate the verification of educational and professional credentials from primary sources. CONTRACTOR shall undergo a review of professional credentials as requested by COUNTY during the term of this Agreement.

5. INDEPENDENT CONTRACTOR

CONTRACTOR shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of COUNTY for any purpose. CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. CONTRACTOR's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of CONTRACTOR's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of

applicable law, against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

- A. In accordance with COUNTY's policies against discrimination, CONTRACTOR shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class, including but not limited to race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.
- B. COUNTY encourages CONTRACTOR to develop and implement a policy promoting diversity, equity, and inclusion in CONTRACTOR's workplace.

7. AFFIRMATIVE ACTION

Intentionally omitted.

8. INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CONTRACTOR personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

9. INSURANCE

CONTRACTOR warrants that it has a purchased insurance or a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466. This provision shall not be construed as a waiver of any immunity from liability under Chapter 466 or any other applicable law.

10. DUTY TO NOTIFY

CONTRACTOR shall promptly notify COUNTY of any demand, claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. CONTRACTOR shall also notify COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

11. DATA, SYSTEMS, AND INTELLECTUAL PROPERTY

- A. CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data. For clarification and not limitation, COUNTY hereby notifies CONTRACTOR that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CONTRACTOR shall promptly notify COUNTY if CONTRACTOR becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as “trade secret” by CONTRACTOR does not necessarily make the data protected as such under any applicable law.

- B. In addition to the foregoing MGDPA and other applicable law obligations, CONTRACTOR shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, “County Data” means any data or information, and any copies thereof, created by CONTRACTOR or acquired by CONTRACTOR from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If CONTRACTOR has access to or possession/control of County Data, CONTRACTOR shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules and directions, CONTRACTOR shall

notify COUNTY of the inconsistency and follow COUNTY direction. CONTRACTOR shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying CONTRACTOR's indemnification obligations herein.

- C. COUNTY may, in its sole discretion, grant CONTRACTOR limited access to COUNTY computer/data systems, including but not limited to COUNTY computers, networks, databases, applications and/or environments, ("County Systems") exclusively for the purposes of performing services hereunder. County Systems may be owned by COUNTY or may be licensed by COUNTY from a third party. If COUNTY grants access to County Systems, CONTRACTOR and all CONTRACTOR personnel with access to County Systems: (i) shall secure and safeguard all access and authentication information related to County Systems, including but not limited to usernames, passwords, and other applicable authentication information related to County Systems access, ("Authentication Credentials"); (ii) shall not share or distribute Authentication Credentials with any individual; and (iii) shall comply with then applicable COUNTY data practices and security policies, procedures, rules and directions when accessing and using County Systems. Compliance with such requirements is supplemental to CONTRACTOR's duty to comply with applicable law and regulations and CONTRACTOR's ordinary duty of care in such situations.

For clarification and not limitation of the foregoing, CONTRACTOR's access to County Systems shall be subject to the following: (i) CONTRACTOR shall notify all personnel with access to County Systems of the obligations imposed by this Agreement; (ii) personnel performing on behalf of CONTRACTOR shall complete COUNTY approved data practices and security training as required by COUNTY; (iii) if CONTRACTOR utilizes its own systems, software or equipment in the performance of this Agreement, the same shall meet COUNTY's technical operating and security system requirements, including but not limited to installing and/or maintaining COUNTY approved firewalls, proxies, filters and other monitors and controls; (iv) CONTRACTOR shall immediately notify COUNTY of any known or suspected County System incidents or breaches, then comply with all responsive directions provided by COUNTY; and (v) if any CONTRACTOR personnel with access to County Systems no longer requires said access and/or is no longer performing services hereunder, CONTRACTOR shall immediately notify COUNTY and ensure that said individual no longer has access to County Systems, including but not limited to deleting, eliminating and destroying all Authentication Credentials. COUNTY may terminate, deny or revoke access to County Systems at any time and without notice. Any notice required by the foregoing shall be provided to the COUNTY Contract Administrator (as identified in the CONTRACT ADMINISTRATION provisions below).

- D. CONTRACTOR confirms, transfers, assigns, and conveys to COUNTY all right, title, and interest in all intellectual property which CONTRACTOR may create, conceive, develop, or originate for COUNTY, either individually or jointly with others, and which

arises out of the performance of this Agreement (“Work”), including but not limited to copyrights, patents, trade secrets, trademarks, service marks, and rights in data or other technology (“Intellectual Property Rights”). As applicable, Work shall be considered “works made for hire” as defined in the U.S. Copyright Act. To the extent any Work is not determined to be works made for hire, CONTRACTOR grants and assigns to COUNTY, without reservation, all right, title, and interest in and to said Work. As applicable and to the extent said grant and assignment does not convey all right, title, and interest to COUNTY, CONTRACTOR grants to COUNTY an unlimited, irrevocable, perpetual, royalty-free right and license to use, convey, and distribute the Work.

CONTRACTOR shall, upon request of COUNTY, execute all papers and perform all other acts necessary to assist COUNTY to establish, protect, and preserve COUNTY’s Intellectual Property Rights.

For clarification, each party shall retain ownership of intellectual property developed prior to or outside of this Agreement (“Pre-existing IP”). However, and as applicable, CONTRACTOR grants COUNTY a perpetual, irrevocable, royalty-free license to use Pre-existing IP for COUNTY’s business purposes.

CONTRACTOR warrants that, when legally required, CONTRACTOR shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to COUNTY including, but not limited to, software, hardware, documentation, and/or any other item. CONTRACTOR further warrants that any material or item delivered by CONTRACTOR will not violate the United States copyright law or any property right of another.

- E. Upon expiration or termination of this Agreement:
- (1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, CONTRACTOR shall deliver to the Contract Administrator all County Data so specified by COUNTY.
  - (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits CONTRACTOR to retain copies of the County Data, CONTRACTOR shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY’s ownership and/or control of such County Data.
  - (3) Except to the extent required by law or as agreed to by COUNTY, CONTRACTOR shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition,

CONTRACTOR shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

12. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their 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, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration or termination.

13. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CONTRACTOR, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.
- C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request. For clarification and not limitation of the provisions herein, none of the following constitutes assent by COUNTY to a contract between CONTRACTOR and a subcontractor, or a waiver or release by COUNTY of CONTRACTOR's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between CONTRACTOR and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.
- D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from

COUNTY for undisputed services provided by the subcontractor, and CONTRACTOR shall comply with all other provisions of that statute.

14. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and 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.

CONTRACTOR and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

- B. Any alterations, variations or modifications of the 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. Except as expressly provided, the substantive legal terms contained in this Agreement, including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

15. DEFAULT AND TERMINATION

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless CONTRACTOR's default is excused in writing by COUNTY, COUNTY may upon written notice immediately terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CONTRACTOR.
- B. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. Following notice from

COUNTY of the claimed breach and damage, CONTRACTOR and COUNTY shall attempt to resolve the dispute in good faith.

- C. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- D. COUNTY'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.
- E. This Agreement may be terminated with or without cause by COUNTY upon thirty (30) days' written notice.
- F. If this Agreement expires or is terminated, with or without cause, by either party, at any time, CONTRACTOR shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event CONTRACTOR has performed work toward a deliverable that COUNTY has not accepted at the time of expiration or termination, CONTRACTOR shall not be entitled to any payment for said work, including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.
- G. Upon written notice, COUNTY may immediately suspend or terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or termination. In the event COUNTY suspends or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.
- H. CONTRACTOR has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

16. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term or termination of this Agreement do survive such term or termination. Such provisions include but are not limited to: INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA, SYSTEMS, AND INTELLECTUAL PROPERTY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

17. CONTRACT ADMINISTRATION

In order to coordinate the services of CONTRACTOR with the activities of the Department of Environment and Energy, Land and Water Unit so as to accomplish the purposes of this Agreement, Grace Barcelow, or successor (“Contract Administrator”), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CONTRACTOR.

[Laura Jester, BCWMC Administrator, [Laura.jester@keystonewaters.com](mailto:Laura.jester@keystonewaters.com), 952-270-1990 shall manage the agreement on behalf of CONTRACTOR. CONTRACTOR may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email (if available) of such substitute person and of any other subsequent substitute person.

18. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CONTRACTOR shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings. CONTRACTOR shall immediately notify COUNTY if CONTRACTOR is debarred or suspended during the term of this Agreement.
- D. If the source or partial source of funds for payment of services under this Agreement is from federal or state monies or from a federal, state or other grant source, COUNTY and CONTRACTOR are bound by and shall comply with applicable law, rules, regulations, applicable documentation, other COUNTY directives relating to the source and utilization of such funds, which may include reallocation of funds at COUNTY’s sole discretion, and, as applicable, the Federal Award Contract Provisions Addendum.

19. RECYCLING

In addition to other legal obligations, COUNTY encourages CONTRACTOR to have a single-sort recycling program or provide recycling service for at least three types of materials, which

may include food waste. COUNTY also encourages CONTRACTOR to educate employees about the recycling program.

20. NOTICES

Unless the parties otherwise agree in writing, 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 COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to CONTRACTOR shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CONTRACTOR's Form W-9 provided to COUNTY.

21. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict or potential conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation. A conflict or potential conflict may, in COUNTY's discretion, be cause for termination of this Agreement.

22. MEDIA OUTREACH

CONTRACTOR shall notify COUNTY, prior to publication, release, or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through its Public Relations Officer or their designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities, and/or other forms of outreach created by, or on behalf of, CONTRACTOR (i) that reference or otherwise use the term "Hennepin County" or any derivative thereof in relation to this Agreement or the services performed hereunder; or (ii) that directly or indirectly relate to, reference, or concern the County of Hennepin, this Agreement, the services performed hereunder, or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

23. 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.

24. COOPERATIVE PURCHASING

At the time of this Agreement Hennepin County is a signature party to: (1) a Joint Powers Purchasing Agreement with the counties of Anoka, Carver, Dakota, Olmsted, Ramsey, Scott and Washington (“Metro Cooperative Members”); and (2) a Joint Powers Purchasing Agreement with other signatory organizations located within Hennepin County (“Hennepin Cooperative Members”).

If agreed upon pursuant to a separate agreement between CONTRACTOR and any Hennepin or Metro Cooperative Member, the applicable Joint Powers Purchasing Agreement allows such Cooperative Member, subject to the terms of such Joint Powers Purchasing Agreement, to purchase the same or substantially similar services based upon terms that are the same or substantially similar to those set forth in this Agreement, including but not limited to price/cost. COUNTY shall have no obligation, liability or responsibility for any order or purchase made under the contract between a Hennepin or Metro Cooperative Member and CONTRACTOR.

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**COUNTY ADMINISTRATOR APPROVAL**

Reviewed for COUNTY by  
the County Attorney's Office:

\_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF HENNEPIN

STATE OF MINNESOTA

By: \_\_\_\_\_  
Assistant/Deputy/County Administrator  
Department Director of \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*CONTRACTOR 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 CONTRACTOR returns the Agreement to COUNTY. Documentation is not required for a sole proprietorship.

# SCOPE OF SERVICES

Our team will work to evaluate the four sites identified by Hennepin County and Bassett Creek Watershed Management Commission (BCWMC) within the Parkers Lake Watershed:

Two sites are public and two are private winter maintenance companies.

1. City of Plymouth Maintenance Facility
2. MnDOT Plymouth Truck Station
3. Brightview Landscapes
4. Twin City Outdoor Services.

These site visits and evaluations are not intended to be regulatory, but rather to look for ways to reduce chloride loading to Parkers Lake and provide technical assistance to the site owners/managers to help them improve their winter operations salt efficiency and salt storage. Finally, the potential to receive financial assistance to improve operations and/or salt storage will be discussed with property owners. There are Watershed Based Implementation Funds and BCWMC Parkers Lake Chloride Reduction Project CIP funds available for activities that reduce chloride pollution in Parkers Lake.

## Task 1: Project Management

*This task is overall project management including communication with the WMWA project partners: Bassett Creek Watershed Management Commission (BCWMC), Plymouth staff, and Hennepin County. Conservation Specialist, Grace Barcelow, and Laura Jester, BCWMC Administrator will be the main points of contact and will communicate project updates other project partners. Bolton & Menk staff will contact the four sites, identify who to meet with on site, and set up a time to evaluate their facilities and winter maintenance operations. Monthly or semi-monthly progress emails or phone calls will be provided when the project is active.*

*Deliverables: Notify project partners when site visits occur. Monthly progress emails or phone calls.*

## Task 2: Site Evaluation and Preparations

This task includes mapping sites and evaluating drainage prior to visiting sites, as well as identifying questions to gather appropriate information to discuss with the representative on site. We will also prepare forms for completing the on-site evaluations.

*Deliverables: GIS maps of sites, forms to be used for site evaluations.*

## Task 3: Site Visits

With permission from property owners, each site will be visited by two staff, a Water Resources Scientist, and a Winter Maintenance Expert. We will walk around the site and inspect the storage areas, drainage conditions, and winter maintenance operations. Winter maintenance operations may include snow removal and deicer application equipment, deicers, and use of liquids, practices, and other information deemed helpful to reduce salt use and runoff. Ideally, we would like a manager or owner present to show us around and discuss equipment and practices and potential ideas for salt efficiency and chloride loading improvements. We will also ask about what clients may be located within Parkers Lake Watershed or within the broader Bassett Creek Watershed.

**Deliverables:** Completed forms and initial recommendations, photos

#### Task 4: Follow-up Assistance to the Private Contractors

This optional task is to provide additional assistance to the site managers/owners for the sites evaluated including answering questions and assisting them with improving practices to reduce salt use. This may include operations changes such as adding pavement temperature evaluation, ideas for equipment upgrades, adding or increasing use of liquids, recommendations for equipment upgrades, etc. Some of this will be discussed during site visits, but it is likely that questions may come up later. This would be billed hourly with a not-to-exceed amount established.

#### Task 5: Summary report Preparation

Our team will evaluate the results of the site visits and prepare a summary report including findings and recommendations for chloride reduction opportunities. This report can be used to help the BCWMC implement projects to reduce salt loading from these sites, evaluate potential funding of equipment upgrades, identify their clients to target for offering Smart Salting for Property Management training, and identify other assistance needed to help them reduce salt usage.

**Deliverables:** Summary report

#### Optional Tasks

These optional task ideas may offer additional salt reduction ideas and assist in implementing new winter operation strategies. We appreciate the opportunity to discuss this further.

## FEES

Bolton & Menk, Inc.'s proposed fees to provide the described work will be billed hourly based on the fee schedule with the total estimated cost to be:

Scope of Services Tasks	
Task	Estimated Fees
Task 1: Project management	\$1,800
Task 2: Site Evaluation and Preparations	\$3,200
Task 3: Site Visits	\$4,700
Task 4. Follow-up Assistance to Private Contractors	\$3,000
Task 5: Summary Report Preparation	\$4,200

Scope of Services	
Total Not-to-Exceed Fee	\$16,900

Total fees for the Services shall not exceed \$16,900 without the prior consent of BCWMC.

## **BOLTON & MENK'S HOURLY** **RATES**

Additional Services, if requested, will be provided on the following hourly basis:

<b>Fee Schedule</b>	
<b>Task</b>	<b>Hourly Rate</b>
Water Resources Project Manager-Limnologist	\$205
Winter Maintenance Expert	\$210
Senior Water Resources Scientist	\$155
Water Resources Scientist	\$112
Low Salt Strategist	\$230
Senior Engineering Technician, Senior Project Engineer	\$170 - \$227

These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey equipment, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

## **SCHEDULE**

This project will begin in March 2025, or when the contract is signed. We anticipate completing part of it right away and will continue in the early winter of 2025 when winter operations start up again so that we can get an accurate assessment of their salt storage and operations. The project will be completed by March of 2026.