

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is effective on the 18th day of June, 2026 (the “Effective Date”) by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the “Commission”), and Strategic Consulting & Coaching, LLC, a Minnesota Limited Liability Company (the “Contractor”).

I. SERVICES TO BE PROVIDED. The Contractor will perform for the Commission all services (“Services”) related to a comprehensive assessment of organizational structure and funding mechanisms, in accordance with and as provided in its proposal attached hereto as Exhibit A (the “Proposal”). For avoidance of doubt, said Proposal is incorporated into this Agreement as if fully set forth herein. If any terms contained in the Proposal conflict with any terms in this written Agreement, the terms in the Agreement shall prevail. The Contractor will endeavor to perform and complete the Services within timelines contained in the Proposal. All Services provided by the Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

II. COST OF SERVICES. The Commission agrees to pay the Contractor for providing the Services an amount not to exceed \$ _____, as provided in the Proposal. Any additional charges must be approved by the Commission in writing before expenses are incurred. No additional commissions, fees, or reimbursement shall otherwise be due under this Agreement. Additionally, the Commission shall not be responsible for payment for any work performed by the Contractor that is not expressly listed on the Proposal unless otherwise expressly agreed to by the Commission in writing. The Contractor shall submit invoices for the Services it provides to the Commission on a monthly basis. The itemized invoices shall identify all work completed, and once approved, invoices submitted will be processed and paid in the same manner as other claims made to the Commission, and in accordance with Minnesota Statutes, section 471.425.

III. TERM; TERMINATION. The term of this Agreement shall begin on the Effective Date and end following completion of and payment for all Services in accordance with the Proposal. Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows: (1) the parties, by mutual written agreement, may terminate this Agreement at any time; (2) the Contractor may terminate this Agreement in the event of a material breach of the Agreement by the Commission, upon providing 30 days’ written notice to the Commission, if the Commission fails to cure said breach within those 30 days; and (3) the Commission may terminate this Agreement at any time at its option, for any reason or no reason at all, upon providing 30 days’ written notice to the Contractor. Following termination, the Commission shall pay the Contractor for all Services provided through the date of termination.

IV. INDEPENDENT CONTRACTOR. All Services provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the Commission for any purpose. Any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of Services pursuant to this Agreement, shall not be considered employees of the Commission. Any and all actions which arise as a consequence of any act or omission on the part of the Contractor, its officers, employees, subcontractors, or agents, or other

persons engaged by the Contractor in the performance of Services pursuant to this Agreement, shall not be the obligation or responsibility of the Commission.

V. INDEMNIFICATION. The Contractor, and any and all officers, employees, and agents of the Contractor, or any other person engaged by the Contractor in the performance of Services pursuant to this Agreement, shall indemnify, defend, and hold harmless the Commission and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by the Contractor, its officers, employees, and agents, or any other person engaged by the Contractor in the performance of Services pursuant to this Agreement. In no event shall the Commission be liable to the Contractor for consequential, incidental, indirect, special, or punitive damages. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Commission is entitled under Minnesota Statutes, Chapter 466 or otherwise.

VI. INSURANCE. The Contractor agrees that before any of the Services can be performed hereunder, the Contractor shall procure at a minimum: worker's compensation Insurance as required by Minnesota state law; and commercial general liability in an amount of not less than \$1,500,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,500,000.00 per occurrence for property damage. To meet the commercial general liability requirements, the Contractor may use a combination of excess and umbrella coverage.

VII. CONFLICT OF INTEREST. The Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety.

VIII. THIRD PARTY RIGHTS. The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

IX. NOTICES. Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Contractor: _____

Attn: _____

Commission: Bassett Creek Watershed Management Commission
Attention: Laura Jester
P.O. Box 250827
Golden Valley, MN 55427

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

X. MISCELLANEOUS PROVISIONS.

A. Entire Agreement. This Agreement shall constitute the entire agreement between the Commission and the Contractor, and supersedes any other written or oral agreements between the

Commission and the Contractor. This Agreement can only be modified in writing signed by the Commission and the Contractor.

B. Data Practices Act Compliance. 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 data requests.

C. Audit. The Contractor must allow the Commission, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to all Services provided under this Agreement for a minimum of six years from the termination of this Agreement.

D. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

E. No Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

F. No Discrimination. The Contractor agrees not to discriminate in providing products and 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.

G. 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.

H. 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.

I. Compliance with Laws. The Contractor shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date the Contractor agrees to provide the Services contemplated herein.

J. 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.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall take effect on the date first written above.

THE COMMISSION:

CONTRACTOR:

By: _____
Its: Chair

By: _____

By: _____
Its: Secretary

Its: _____

EXHIBIT A
The Proposal

[to be inserted]