



Capitol Region Watershed District

595 Aldine Street

Saint Paul, MN 55104

(651) 644- 8888 • capitolregionwd.org

Project Name:
Budget:
Fund:
Deadline:
Agreement #:

**CAPITOL REGION WATERSHED DISTRICT
CONSULTANT SERVICES AGREEMENT**

The following is an agreement between **[Consultant Name]** ("CONTRACTOR") and Capitol Region Watershed District ("DISTRICT").

1. Scope of Services

The CONTRACTOR shall provide the base services or tasks specified in ADDENDUM I, attached hereto and made part of this Agreement. ADDENDUM I, **[Proposal Name]** dated **[Proposal Date]** and prepared by the CONTRACTOR are incorporated in its entirety into this agreement, and is identified herein as ADDENDUM I.

2. Time

The services will be delivered by the CONTRACTOR in the form specified in ADDENDUM I. Work products will be delivered before **[Deadline]**.

3. Payment

The cost of services shall be based on time and materials as provided in ADDENDUM I, and the total contract payment shall not exceed **[Contract Amount]**. Payment will be made within 35 days of receipt of a detailed invoice and approval by the DISTRICT Board of Managers. Interest accrual and disputes regarding payment shall be governed by the provision of Minn. Stat. Section 471.425.

4. Independent Contractor Status

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, contractor, joint venturers, or associates between the parties hereto or as constituting CONTRACTOR as the employee of the DISTRICT for any purpose or in any manner whatsoever. The CONTRACTOR is an independent contractor and neither it, its employees, agents nor representatives are employees of the DISTRICT. From any amounts due the CONTRACTOR, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the CONTRACTOR.

5. Indemnification

CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT, its officials, employees, and agents from any and all liability, loss, costs, damages, expenses, claims or

actions, including attorney's fees, which the DISTRICT, its officials, employees, and agents may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission or breach of this Agreement.

6. Insurance

CONTRACTOR shall purchase and maintain such insurance as will protect the DISTRICT from claims which may arise out of or result from operations of the CONTRACTOR including but not limited to the following:

General Liability – A minimum of \$1,500,000 per occurrence and \$1,500,000 aggregate. Such coverage shall include contractual liability insurance either specifically naming this agreement, or on a blanket basis the DISTRICT, its officials, and its employees shall be named as additional insured, with a cross-suits endorsement in favor of the DISTRICT.

Auto Liability - \$1,500,000 per occurrence and \$1,500,000 aggregate. Require “hired and owned” and “hired and non-owned” auto insurance.

Workers Compensation - As required by MN statute.

Professional Liability – A minimum of \$1,500,000 per claim and \$1,500,000 aggregate. The CONTRACTOR will need to evidence continuation of this insurance at the required limits for at least five years after the project is completed.

The CONTRACTOR shall not commence work until the CONTRACTOR has obtained and filed an acceptable certificate of insurance with the DISTRICT.

7. Conflicts of Interest

CONTRACTOR shall disclose this Agreement and CONTRACTOR funding provided under this Agreement to any client of CONTRACTOR'S that may appear to constitute a conflict of interest. CONTRACTOR shall discuss with the DISTRICT any current or new obligations, which may directly conflict with the firm's ongoing work under its agreement for consulting services with DISTRICT as soon as it becomes aware of a conflict.

8. Audits and Record Keeping

CONTRACTOR shall maintain for at least six (6) years upon completion of services all books, records, documents and other evidence directly related to the performance of this Agreement in accordance with general accepted accounting principles and practices of governmental entities. Upon request and reasonable notice, CONTRACTOR shall permit the DISTRICT to examine and copy the books, records, documents, and other evidence maintained by CONTRACTOR.

9. Termination

DISTRICT and CONTRACTOR shall each have the right to terminate its participation in this agreement at any time without cause upon thirty (30) days written notice to the other party. In the event the DISTRICT terminates the agreement, the DISTRICT will pay the costs of the services satisfactorily performed prior to the date of termination, as

determined by the DISTRICT. DISTRICT shall have the right to receive, use, and (subject to the provisions of the Minnesota Data Practices Act) distribute copies of all materials, work products, reports and documents prepared by CONTRACTOR, pursuant to the agreement with DISTRICT, if such materials, work products, reports and documents were prepared prior to the termination of this Agreement.

10. Merger Agreement

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 hereof. All items in this Agreement, which are incorporated or attached, are deemed part of the Agreement. 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 and signed by the Parties.

11. Governing Law

This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Venue shall be in the state and federal courts of Minnesota.

12. Amendments, Waiver and Contract Complete

12.1 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

12.2 Waiver. If DISTRICT fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

13. Audit

Until the expiration of three years after the furnishing of services pursuant to this Agreement, the CONTRACTOR, upon written request, shall make available to the DISTRICT, the State Auditor, or the DISTRICT'S ultimate funding source, a copy of this Agreement, and the books, documents, records, and accounting procedures and practices of the CONTRACTOR relating to this Agreement.

14. Non-Discrimination

CONTRACTOR agrees that in the hiring of all labor for the performance of any work under this Agreement, that it will not by reason of race, creed, color, sex, national origin, sexual preference or disability, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. CONTRACTOR agrees to comply with all Federal, State, and local non-discrimination laws and ordinances, in particular the applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. The CONTRACTOR agrees to have in effect an affirmative action program and shall furnish a certificate of compliance with this requirement to the DISTRICT, upon request.

15. Data Practices

All data collected, created, received, maintained or disseminated for any purposes in the course of the CONTRACTOR's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. 13.01 et seq. or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal laws and regulations on data practices. The CONTRACTOR agrees to abide strictly by these statutes, rules and regulations. The work products produced under this Contract will be the sole property of the DISTRICT and shall not be used by the CONTRACTOR for any purpose other than the performance of this agreement or as authorized in writing by the DISTRICT. Use of a brief (e.g. less than one printed page) general description of the work and associated graphics as examples of CONTRACTOR's work for marketing purposes is acceptable.

16. Non-Assignability

The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the DISTRICT.

17. Unavailability of Funding

The purchase of services from the DISTRICT under this Agreement may be subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources. The DISTRICT may immediately cancel this Agreement, or a portion of the services to be provided under this Agreement, if the funding for the services is no longer available to the DISTRICT. Upon receipt of the DISTRICT's notice of cancellation of the Agreement, or of a portion of the services to be provided under this Agreement, the CONTRACTOR shall take all actions necessary to discontinue further commitments of funds to the extent they relate to the Agreement or the portions of this Agreement for which funding has become unavailable.

This agreement is duly executed this _____ day of _____ 2024.

CAPITOL REGION WATERSHED DISTRICT

[CONSULTANT NAME]

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

ADDENDUM I

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