

## CONSULTANT SERVICE CONTRACT

This Contract is made this 5 day of February, 2019, by and between the CITY OF NORTHFIELD, MINNESOTA, a Minnesota municipal corporation, 801 Washington Street, Northfield, MN 55057, (“CITY”), and Cannon River Watershed Partnership, a Minnesota nonprofit corporation, 710 Division St. South, Northfield, MN 55057, (“CONSULTANT” or “CWRP”), (collectively the “PARTIES”).

WHEREAS, the CRWP is organized for the purpose of engaging people in protecting and improving the water quality and natural systems of the Cannon River watershed; and

WHEREAS, the CRWP has an already established Education Program that works to increase citizen understanding of issues that affect clean water, including stormwater runoff, in the Cannon River Watershed; and

WHEREAS, the CITY holds a National Pollutant Discharge Elimination System (NPDES) permit to discharge stormwater to the Cannon River issued under authority of the statewide General MS-4 permit issued to the Minnesota Pollution Control Agency (MPCA) by the United States Environmental Protection Agency; and

WHEREAS, under the provisions of that NPDES stormwater permit, the CITY has developed an MPCA-approved Storm Water Pollution Prevention Plan (SWPPP), which includes implementing and reporting activities identified and enumerated as Best Management Practices (BMPs) in that SWPPP, including substantial continuous and ongoing Public Education and Outreach activities intended to inform the residents, businesses and industry in Northfield of measures to be taken to reduce the volume of stormwater and stormwater-related pollutant loading to the Cannon River, designated under Minnesota Statute as an Outstanding Value Resource Water; and

WHEREAS, CITY requires professional services in conjunction with Stormwater Pollution Prevention Plan (SWPPP) Education Component (the “Project” or “Program”); and

WHEREAS, CONSULTANT agrees to furnish the various professional services required by CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

#### A. **Scope of Services.**

1. CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.

2. Except as otherwise specifically provided herein, the CRWP will provide services related to the Program including, but not limited to, hiring and managing all staff related to the Program, and organizing, scheduling, managing and supervising all Program events. The Program shall include but not be limited to coordinating volunteer activities such as stenciling storm drains throughout the City, coordinating youth stormwater pollution prevention education, Watershed clean-up activities, rain garden education, etc., all of which are described in more detail in the attached Exhibit 1 to this Contract.
3. The Executive Director of the CRWP, or other representative of the CRWP, shall occasionally attend as requested and deemed appropriate Environmental Quality Commission (EQC) and City Council meetings, along with the City's staff liaison. At least semi-annually, the Executive Director of the CRWP shall report to the EQC on the Program activities.
4. The CRWP shall hire, compensate, and manage all personnel as may be needed for purposes of the Program and this Contract and all such personnel shall be CRWP employees and not City employees. Similarly, all volunteers who participate in the Program in any way shall be considered to be under the supervision and control of the CRWP and not under the supervision or control of the City.
5. The CRWP shall be responsible for operation and supervision of all components of the Program, and shall report periodically and upon request to the Director of Public Works and the City Administrator with regard to the status of the Program. The CRWP shall work cooperatively to implement the goals of the Program as recommended by the Environmental Quality Commission and approved by the City Council and the CRWP Executive Board.
6. Except as otherwise provided in this Contract or as otherwise expressly agreed between the parties in writing from time to time, the CRWP shall fund and pay all expenses of the Program. The CRWP shall be entitled to receive and use all fees, donations, state and federal financial aid and other funds received for purposes of the Program.
7. Recognition of the City's contributions to the Program shall be cited by the CRWP minimally in the following areas: Program brochures and in all advertising thanking sponsors of the Program.

B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph H of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services.

CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate, prior to CITY's authorization of the changed scope of services.

- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT's effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT's compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph H of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.
- D. **Standard of Care.** Professional services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession.
- E. **Insurance.**
1. CONSULTANT agrees to maintain, at CONSULTANT's expense, statutory worker's compensation coverage.
  2. CONSULTANT agrees to maintain, at CONSULTANT's expense, commercial general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT's general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.00 and aggregate amount of \$2,000,000.00 or the policy limits whichever is greater. The policy shall name CITY as an additional insured for the services provided.
  3. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.

## SECTION II – CITY'S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the Engineering Manager, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the

scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT's request.

- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of the services detailed in Exhibit 1, attached hereto.
- D. Cole Johnson, CITY's Water Quality Technician, shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY'S policies with respect to the Project and CONSULTANT's services.

Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

### SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Compensation, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.
- B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the Engineering Manager and expenses within thirty days after the date of CONSULTANT's invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

### SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect from January 1, 2019, and expiring on December 31, 2019.
- B. **Termination.** Notwithstanding the foregoing, this Contract may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to perform any of the provisions of this Contract or so fails to administer the services detailed in Exhibit 1, attached hereto, in such a manner as

to endanger the performance of the Contract, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law.

- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the Engineering Manager prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the City Engineer as determined by CITY.

#### SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, hold harmless and insure CITY, and its respective officers, directors, employees, volunteers and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CONSULTANT or its agents, employees, volunteers, contractors, subcontractors, or sub-consultants with respect to CONSULTANT's performance of its obligations under this Contract. CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to CITY. CITY, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- B. CITY shall indemnify protect, save, hold harmless and insure CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CITY or its agents, employees, contractors, subcontractors or sub-consultants with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense, with counsel reasonably acceptable to CONSULTANT. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

## SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** The PARTIES' representatives for notification for all purposes are:

**CITY:**

Sean Simonson  
Engineering Manager  
City of Northfield  
801 Washington St, Northfield, MN 55057  
Phone: (507) 645-3049  
Email: sean.simonson@ci.northfield.mn.us

**CONSULTANT:**

Kristi Pursell  
Executive Director  
Cannon River Watershed Partnership  
710 Division St. South, Northfield, MN 55057  
Phone: (507) 786-3913  
Email: kristi@crwp.net

- D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. CONSULTANT and CITY agree to require an equivalent dispute resolution process governing all contractors, subcontractors, subconsultants, suppliers, consultants, and fabricators concerned with the Project.

- E. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- F. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.
- G. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants.
- H. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.
- I. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and CONSULTANT.
- J. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, 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, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract.

CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.

- K. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- L. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- M. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- N. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- O. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract (“Materials”) shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- P. **Governing Law.** This Contract shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.



- Q. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- R. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- S. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- T. **Patented Devices, Materials and Processes.** If this Contract requires, or the CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- U. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- V. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- W. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.

- X. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- Y. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.
- Z. **Mechanic's Liens.** The CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the CONSULTANT may contest any such lien provided the CONSULTANT first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

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**SECTION VII –SIGNATURES**

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

**CONSULTANT: Cannon River Watershed Partnership**

By: Melissa King  
(Signature)  
Title: Chair of the CRWP Board of Directors  
Print Name: Melissa King

Date: 1/28/19

By: Kristi A Purcell  
(Signature)  
Title: Executive Director  
Print Name: Kristi Pursell

Date: 1/24/19

**CITY OF NORTHFIELD**

By: \_\_\_\_\_  
Rhonda Pownell, Its Mayor

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

By: \_\_\_\_\_  
Deb Little, Its City Clerk

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

**EXHIBIT 1**

**SCOPE OF SERVICES**

Subject to the terms of this Contract, CONSULTANT shall perform the following services:

**CITY OF Northfield EDUCATION & OUTREACH**

**SCOPE OF SERVICES**

January 2019 - December 2019

Subject to the terms of the CONTRACT, the CONSULTANT shall perform the following services:

TASK	DESCRIPTION	DELIVERABLES	ADVERTISING TIMELINE	TARGET COMPLETION DATE	ESTIMATED IMPACT	TOTAL IMPACT SCORE	Cost Total
<b>A. STORMWATER POLLUTION PREVENTION ACTIVITIES</b>							
1	Plan, coordinate, staff, and host youth stormwater pollution prevention education and outreach for the K-12 Schools in Northfield,	Date of event(s). Digital copies of photos taken. Estimation of event attendance. Digital copies and quantity of stormwater pollution prevention educational materials distributed. Summary of program evaluation and effectiveness. Goal to present to students in 4-6 classrooms in 2019,	Contact teachers in September to let them know about there programs.	Nov-19	Quantity of Participants: 800 Impact Quality: B (in-person lecture or indoor presentation, opprotunity to ask and answer questions, some hands-on activities, shorter timeframe)	8,000	\$ 1,500
2	Assist the City of Northfield with planning, coordination, promotion, staffing, and recruitment of volunteers for stormwater pollution prevention activities and SWPPP viewing for the Earth Day event in Northfield. Assist the City in developing and evaluating metrics to determine the event's effectiveness. Offer 1 workshop at event.	Digital copies of photos taken. Copy of event advertisement(s), media release(s) and promotional materials.	Send out press releases two weeks and one week before event to newspapers; Post on FaceBook 3 weeks before event and two weeks before event; post in CRWP newsletter 2-3 weeks before event; share all press releases with Cole so he can post them on city sites	May-19	Quantity of Participants: 800 Quality and Impact: B (table or booth event, short in-person contact, opportunity to ask and get answers for questions)	8000	\$ 1,500
3	Volunteer Education and Outreach Activites to include one or more of the following: storm drain stenciling or decal application/door hangers, litter pickup, stormwter sidewalk message art, or other activities approved by City of Northfield staff (20 staff hours to recruit participants and complete 2-4 events). Stormwater stenciling sites will be reviewed by Cole ahead of time to confirm that streets will not be worked on in the 2 years following stenciling.	digital copies of photos taken. Copy of event advertisement(s), media release(s) and promotional material, stenciling survey results	Contact community service groups and schools in March and September to let them know about service project opportunities. Post press releases to local newspaper and on FaceBook in March and September. Forward press releases to Cole so he can post them to city sites.	Nov-19	<b>Volunteers</b> Quantity of Participants: 80 Impact Quality: A (in-person activity that contributes to cleaner stormwater and rivers) <b>General Public</b> Quantity of Participants: 3,000 Impact Quality: C+ (more passive learning from storm drain signs or door hangers)	4000+3000=7,000	\$ 1,000
4	Sponsorship of CRWP Watershed Cleanup (for Northfield location). Northfield will be a "Sponsor" level supporter of the event. CRWP will invest a staff time to recruit additional Northfield groups to take part in this event in 2019. CleanUP leaders will receive Stormwater Education information and be asked to share it with participants. CRWP will present a 15 minute Stormwater/Clean Water presentation at Northfield site during event. City logo to appear on event materials	Date of event. Digital copies of photos taken at Northfield clean-up location. Total event participation and number of participants at Northfield location. Summary of event activity and event evaluation and effectiveness. Digital copies of publicity materials.	Send out press releases for volunteers in August and September. Follow up with an article in the local newspaper about how the event went with number of volunteers, pounds of trash collected, etc.	Oct-19	<b>Volunteers</b> Quantity of Participants: 60 Impact Quality: A (in-person activity that contributes to cleaner stormwater and rivers) <b>General Public</b> Quantity of Participants: 3,000 Impact Quality: C (more passive learning from media coverage and word of mouth conversations about clean water)	6000+3000=5,000	\$ 500
5	Write and submit 4 stormwater pollution prevention related news articles, of approximately 300 words for the Northfield News. Submit articles to Cole for review before submission. Use local examples and photos where possible with stories. Submit articles and photos to Cole for inclusion on City website and social media.	Date and copy of article submitted to Northfield News	Schedule Stormwater articles to run in February, April, July, and October. At least one article to cover: Proper Waste Management, Residential Stormwater BMPs, and Changing Property Maintenance Practices	Dec-19	Quantity of Participants: 5,000/article Impact Quality: C+ (outreach through regular newsletter/newspaper coverage and word of mouth conversations about clean water)	20,000	\$ 800
6	Host an Art and Water Festival in the City of Northfield, event to include family-friendly activities, water education, stormwater pollution prevention activities. Event to take place in May or June 2019	Copy of publicity materials for festival. Digital copies of any photos taken. Number of participants. Survey results.	March 15: 1st press releases to newspapers and City of Northfield online media, April 1st: 2nd press release, May 1st: 3rd Press Release	July-19	Quantity of Participants: 500 Impact Quality: A (in-person hands-on activities)	50,000	\$ 2,000

7	Present a community Stormwater Education workshop on rain gardens, native plantings, or other priority stormwater topic.	Copy of publicity materials for workshop. Digital copies of any photos taken. Copy of workshop outline. Number of participants.	February 9: 1st press releases to newspapers, advertise event in CRWP newsletter; forward press release to Cole to put on City website; Feb 23 send 2nd press release; write news article about rain gardens; Feb. 19, 26, March 5 email blasts about class to CRWP email list; forward to Cole to send out to city email lists	Jun-19	Quantity of Participants: 6 Impact Quality: A (outreach through surveys and media coverage about surveys)	600	\$ 1,000
8	Operate local poster contest to the 2nd-4th grade level students for contest judged in April 2019. Contact teachers, manage contest submissions, judging, local recognition, (20 staff hours)	Copy of publicity materials for poster contest. Digital copies of any photos taken. Original copies and digital copies of any student posters received.	February-Send info to 4th and 5th grade teachers in Northfield March- Press Releases about Poster Contest in Northfield Schools, gather prizes April-Collect and judge posters, announce winners, put out press release	May-19	<b>Classroom Participants</b> Quantity of Participants: 80 Impact Quality: A (in-person education and hands-on activity that contributes to cleaner stormwater and rivers) <b>General Public</b> Quantity of Participants: 3,000 Impact Quality: C+ (more passive learning from seeing posters and media coverage)	8,000+3,000=11,000	\$ 2,000
	Administer and manage all CRWP aspects of the 2019 Northfield Stormwater Contract and discussions around 2020 contract	This is a required piece of the contract.		Dec. 2019	This project component makes all other components possible.	NA	\$ 1,400
					A-Level Participants: 686 B-Level Participants: 1600 C-Level Participants: 29,000	109,000 units of impact	\$ 11,700

**EXHIBIT 2**

**CERTIFICATES OF REQUIRED INSURANCE COVERAGES**

*[Certificates of Insurance attached hereto]*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> <b>Heartman Insurance</b> <b>330 Central Avenue</b> <b>Faribault, MN 55021</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (507) 334-5577</b>	<b>FAX (A/C, No): (507) 334-2789</b>
	<b>E-MAIL ADDRESS: info@heartman.com</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  <b>Cannon River Watershed Part</b> <b>710 Division Street</b> <b>Northfield, MN 55057</b>	<b>INSURER A : Cincinnati Insurance Company</b>	
	<b>INSURER B : SFM</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EPP 0422126	3/25/2017	3/25/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EPP 0422126	3/25/2017	3/25/2020	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		034649.211	3/31/2019	3/31/2020	PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CITY OF NORTHFIELD is named additional insured on the General Liability if a contract exists between the parties.

<b>CERTIFICATE HOLDER</b>  <b>CITY OF NORTHFIELD</b> <b>801 WASHINGTON ST</b> <b>NORTHFIELD, MN 55057</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 



**EXHIBIT 3**

**COMPENSATION**

Subject to the limitations set forth in this Exhibit, CITY will compensate CONSULTANT for all services under this Contract as follows:

For the contract term from January 1, 2019 through December 31, 2019, the City shall pay to the CRWP the sum not to exceed \$11,700.00.

The City shall make the above respective payments, unless this Contract is sooner terminated as provided herein, to the CRWP quarterly on April 1, 2019, July 2, 2019 October 3, 2019 and January 4, 2020; each payment to apply to the preceding 3-month period. Any modifications or renewals of this contract shall be negotiated prior to the expiration of this Contract.

