

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into between the **COUNTY OF Le Sueur**, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as "County," and, Wildlife Forever, 5350 Hwy 61 N – Ste 7, White Bear Lake, MN 55110, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, County wishes to purchase the services of Contractor to work with aquatic invasive species (AIS) prevention partners to purchase public service announcement media; and

WHEREAS, Contractor has the training, experience, and knowledge to provide this service; and,

WHEREAS, there are funds available for the purchase of this service.

NOW, THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. TERM OF SERVICE

Contractor agrees to perform the services described in this Agreement during the period commencing April 20th, 2021, and terminating September 7, 2021.

This agreement may be renewed upon agreement of County and Contractor for one year provided that Contractor has satisfactorily performed the services herein described as determined solely by the County. The payment for services may be adjusted upon the mutual agreement of the County and Contractor. Failure to agree on payment shall prevent renewal of this Agreement.

2. RESPONSIBILITIES OF CONTRACTOR

As more fully described in **Exhibit A**.

3. PERSONNEL

It is understood and agreed that Contractor shall provide the services purchased hereunder unless otherwise approved by the County.

4. RESPONSIBILITIES OF COUNTY

A. To be available for meetings and consultations related to the project.

B. To provide applicable AIS related content at the request of the Contractor.

5. COMPENSATION

The County shall pay Contractor a fee not to exceed \$19,000 (\$3,500 Cabin Cast, \$15,500 Lake Shore Owner PSA) for services provided pursuant to this Agreement.

6. PAYMENT

Invoices shall be paid according to the terms of this Agreement. If no terms apply, payment shall be made thirty (30) days from receipt of the commodities or

completion of services or receipt of the invoice, whichever is later, unless the County in good faith disputes the obligation. Minn. Stat. § 471.425.

7. RECORDS AUDITING AND RETENTION

Contractor's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd.5. Such evidence is also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Contractor agrees to maintain such evidence for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

8. OWNERSHIP OF DOCUMENTS

All materials prepared or developed by Contractor or its employees or independent contractors, hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms specific to Le Sueur County shall become the property of the County when prepared, whether delivered to the County or not, and shall, together with any materials furnished by the County, be delivered without cost to the County upon request, or in any event, upon the determination of final performance or termination of this Agreement.

9. TAXES

Contractor shall pay all applicable sales taxes and be responsible for the payment of any and all payroll taxes and contributions for unemployment compensation insurance and Social Security which are measured by the wages, salaries or other remunerations paid to employees of the Contractor and shall submit evidence of same to County when requested.

10. INDEPENDENT CONTRACTOR

That at all times and for all purposes hereunder, Contractor shall be an independent Contractor and is not an employee of the County for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County of Le Sueur, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

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

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

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

11. NOTICES/COMMUNICATIONS

All notices and demands pursuant to this Agreement shall be directed in writing to:

Contractor

Dane Huinker
Wildlife Forever
5350 Hwy 61 N – Ste 7
White Bear Lake, MN 55110

Le Sueur County

Holly Kalbus,
Environmental Resource Specialist
Le Sueur County
515 S. Maple Ave.
Le Center, MN 56057

12. OTHER CONDITIONS

12.1 Compliance with Laws/Standards

Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, regulations and standards now in effect or hereinafter adopted pertaining to this Agreement, Contractor’s performance or the facilities, programs and staff for which Contractor is responsible.

12.2 Licenses

Contractor shall procure, at its own expense, all licenses, permits or other rights required for the provision of services contemplated by this Agreement. Contractor shall inform the County of any changes in the above within five (5) days of occurrence.

12.3 Minnesota Law to Govern

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota, City of Le Center.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

WILDLIFE FOREVER

COUNTY OF LE SUEUR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

The Contractor agrees to facilitate and coordinate the following: Wildlife Forever will work with Minnesota County AIS prevention partners to showcase the Clean Drain Dry message on KARE 11 news and *Cabin Cast* feature. *Cabin Cast* is a news weather feature that KARE 11 promotes to engage cabin goers planning their weekend getaways on the lake. Additionally, a selection of partners will work on the development of new Lake Shore Owner Training Video and will either provide financial resources or in-kind contributions.

1: Television: (16x) :05 sec. Clean Drain Dry sponsor billboard and :30 sec. commercial airing on KARE Thursday 10 p.m. News adjacent to *Cabin Cast*. KARE to produce and air new PSA.

- (16x) :05 sec. Clean Drain Dry sponsor billboard and :30 sec commercial in Friday's 6 pm news adjacent to *Cabin Cast*.
- Sponsor identification (audio and logo) included in *Cabin Cast* promotional message. Plus additional :15 sec. commercials on ROS schedule.
- Additional awareness schedule built in for Friday and Saturday AM.
- (15x) :05 sec. Clean Drain Dry billboards (voice over, promoting AIS prevention message).
- 75x Bonus :15 sec client spots married to :15 second promo schedule.
- 2,500,000 Bonus digital impressions throughout campaign.

2: Lake Shore Owner Training Video:

- Focus: Property owners with lakeshore access who own or are responsible for seasonal equipment including docks, boat lifts, platforms, etc.
- Final Product: 5-10 minute training video
- Production:
 - o Script – Develop in coordination with Le Sueur Co.
 - o Two days shooting in metro or nearby location (one location setup/teardown)
 - o Assume no travel expenses as shot in metro (additional travel cost if shot outside metro)
 - o Full edit, color, standard graphics, Voiceover and music