

## **Personal/Professional Service Agreement**

THIS AGREEMENT is made and entered into by and between the County of Le Sueur, State of Minnesota (County), through **County Administrator's Office**, 88 S. Park Ave, Le Center, Minnesota 56057 (Department), and **Barbara Droher Kline**, having its principle office at 20726 300<sup>th</sup> Street, New Prague, Minnesota 56071 (Contractor).

### RECITALS

WHEREAS, the County, through the Department, wishes to purchase the services of Contractor as an independent contractor for broadband related promotional work activities; and

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, through the Department, and the Contractor agree as follows:

#### 1) **Term and Cost of the Agreement**

The Contractor agrees to furnish services on behalf of the County during the period commencing January 1, 2023 and terminating December 31, 2023.

The Contractor shall be paid an hourly rate of \$50.00, along with reimbursements for mileage/travel expenses and other pre-authorized costs by the County Administrator. The total cost of this Agreement shall not exceed \$25,000.

#### 2) **Services to be Provided**

- a. Provider Relationships, Communications and Obtaining Information from Providers
  - i. Maintain and establish relationships with Le Sueur County internet providers.
  - ii. Work with all providers and continue to ask them to share existing fiber networks within the County to assist with county planning efforts.
  - iii. Assist providers in communication and marketing strategies within the County.
- b. Relationships and Communications with Local Units of Government and serve on Governor's Broadband Task Force
  - i. Maintain and establish relationships with city and township officials. Attend township meetings for broadband planning projects.
  - ii. Work with LGUs on projects in which they may be engaged in working with providers.
  - iii. Work with AMC and MAPCED economic development affiliate on broadband issues.

- iv. Serve on the Governor's Broadband Task Force
- c. Identifying Grant/Funding Opportunities
  - i. Closely monitor State/Federal funding opportunities and continue relationship with the DEED broadband office.
  - ii. Work collaboratively with County and providers to submit state and federal applications on projects, from both State (DEED) and Federal sources (USDA Rural Development, FCC, etc.)
- d. Le Sueur County Blandin Initiatives
  - i. Complete any remaining work and close out Blandin grant.
- e. Work closely with broadband communications contract consultant to improve the County website that contains information that citizens of Le Sueur County can access when seeking information on obtaining internet service. Assist consultant in following ways:

3) **Payment for Services**

Payment for services shall be made directly to the Contractor after completion of services upon the presentation of a claim in the manner provided by law for payment of claims against the County. Contractor shall provide monthly invoice with the following details:

Time worked (broken down to nearest 15 minute intervals) and specific activities performed during those times worked.

4) **Independent Contractor Status**

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, will 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;

5) **Indemnification and Insurance**

The Contractor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this contract.

Contractor further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this contract keep in force:

- a) A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$1,500,000 for property damaged arising from one occurrence, \$1,500,000 for total bodily or personal injuries or death and/or damages arising from one occurrence. Such policy shall also include contractual liability coverage protecting the County, its officers, agents and employees by specific endorsement or certificate acknowledging the contract between the contractor and the County, through the Department, naming the County as an additional insured.
- b) A professional liability insurance policy covering personnel of the Provider while performing services under this Agreement naming the County as an additional insured in the following amounts: \$500,000 per claimant for personal injuries, bodily injuries, death and/or damages, and \$1,500,000 for total bodily injuries, personal injuries, death and/or damages arising from one occurrence.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' prior notice thereof to the County.

6) **Data Practices**

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

7) **Records-Availability and Retention**

Pursuant to Minn. Stat. § 16C.05, subd. 5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonable 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 the Contractor and involve transactions relating to this Agreement.

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

8) **Merger and Modification**

- a) It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b) Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9) **Default and Cancellation**

- a) If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the Contractor's default is excused, the County, through the Department, may, upon written notice, immediately cancel this Agreement in its entirety.

- b) This Agreement may be cancelled with or without cause by either party upon thirty days' written notice.

10) **Subcontracting and Assignment**

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

11) **Nondiscrimination**

During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

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(Contractor)

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(Date)

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(Le Sueur County)

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(Date)