



February 24, 2021

Marc Mattice, Director
Wright County Parks and Recreation
3500 Braddock Ave. NE
Buffalo, MN 55313

Subject: An Agreement between Wright County and Hoisington Koegler Group Inc. for services pertaining to the Wright County Parks and Recreation Comprehensive Master Plan

Dear Mr. Mattice:

This letter outlines a Scope of Services, Fee Schedule and other elements which together constitute an agreement between **WRIGHT COUNTY**, hereinafter referred to as the CLIENT, and **Hoisington Koegler Group Inc.**, hereinafter referred to as the CONSULTANT for **the Wright County Parks and Recreation Comprehensive Master Plan**, hereinafter referred to as the PROJECT.

The CLIENT and CONSULTANT agree as set forth below:

A. BASIC SERVICES

The CONSULTANT'S basic services for the PROJECT are as provided in Attachment A (Consultant Proposal Dated 2/11/2021).

B. ADDITIONAL SERVICES

The CONSULTANT and the CLIENT may agree in writing to amend this Contract for additional services related to the PROJECT and compensation for such services. The following services have not been requested by the CLIENT but are available upon written authorization.

1. Meetings in addition to those specified in Paragraph A. BASIC SERVICES.
2. Services or Deliverables not specifically identified in Paragraph A. BASIC SERVICES.

C. FEES FOR PROFESSIONAL SERVICES

The CONSULTANT agrees to complete the scope of work contained in Paragraph A in exchange for professional fee compensation as noted below. The CLIENT agrees to pay the CONSULTANT for PROJECT services rendered as follows:

1. For the CONSULTANT'S Basic Services described in Paragraph A above, a fee based on a percentage complete of primary task (listed below) not-to-exceed **\$71,300** inclusive of expenses as noted in Paragraph A.

- a. Primary Work Phases:
 1. Project Organization
 2. Inventory & Analysis
 3. Recommendations & Prioritization
 4. Final Document & Presentations
2. For the CONSULTANT'S Additional Services described in Paragraph B, a fee based on the CONSULTANT'S current hourly rate schedule plus incidental expenses or a negotiated fee.
3. Invoices will be submitted electronically (PDF form) to the CLIENT via email on a monthly basis as work is completed and shall be payable within 30 days in accordance with this Agreement.
4. The CONSULTANT reserves the right to suspend services if the CLIENT is delinquent in making payments in accordance with this Agreement.

D. CLIENT'S RESPONSIBILITY

The CLIENT shall be responsible for the following:

1. Assembly of background information including, but not limited to digital copies of all files, pertinent plans, aerial photographs, base maps, inventory data, available GIS mapping, limited to those that are reasonably available.
2. Consultant will assist in providing draft content for notifications for public meeting and stakeholder meetings – CLIENT will make arrangements and publish notifications for public meeting and stakeholder meetings.
3. Reproduction and distribution of Project reports as deemed necessary and not otherwise specified in paragraph A.
4. Participation in team workshops as needed.
5. Presentation of draft materials to stakeholder groups as required.

E. INSURANCE

CONSULTANT shall maintain insurance of the kind and in the amounts shown below for the life of the contract. Certificates for General Liability Insurance should state that the CLIENT, its officials, employees, agents and representatives are Additional Insureds. The CLIENT reserves the right to review CONSULTANT's insurance policies at any time to verify that contractual requirements have been met.

1. Commercial General Liability Insurance
 - \$2,000,000 per occurrence
 - \$3,000,000 general aggregate
 - \$300,000 damage to rented premises
 - \$15,000 medical expenses

2. Umbrella Liability
 - \$1,000,000 per occurrence
 - \$1,000,000 general aggregate
 - \$10,000 self-insured retention

3. Worker's Compensation and Employer's Liability
 - a. Worker's Compensation per Minnesota Statutes
 - b. Employer's Liability
 - \$500,000 per accident;
 - \$500,000 per employee;
 - \$500,000 per disease policy limit.

4. Professional Liability Insurance
 - \$2,000,000 per claim
 - \$4,000,000 annual aggregate

F. COMPLETION SCHEDULE

The services of the CONSULTANT will begin upon CLIENT approval and will, absent of causes beyond the control of the CONSULTANT, be completed by DECEMBER 31, 2021.

G. NONDISCRIMINATION

The CONSULTANT agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of a position, of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.

H. EQUAL OPPORTUNITY

During the performance of this Contract, the CONSULTANT, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor regulations 41 CFR Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places available to employees and applicants for employment notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The CONSULTANT shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its

subcontractors for such work to incorporate such requirements in all subcontracts for program work.

I. INDEMNIFICATION

CLIENT and CONSULTANT agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the CLIENT and CONSULTANT, they shall be borne by each party in proportion to its negligence

J. TERM, TERMINATION, SUCCESSORS AND/OR ASSIGNS

1. The Term of this Agreement shall be concurrent with the work authorized and shall be in accordance with the schedule to be established between the CLIENT and the CONSULTANT.
2. Either party may terminate this Agreement by written notice to the other party at its address by certified mail at least ten (10) days prior to the date of termination.
3. Neither the CLIENT nor the CONSULTANT shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.
4. The time schedule shall not apply and/or time extensions will be allowed for any circumstances beyond the control of the CONSULTANT.
5. This Agreement shall be governed by all applicable laws.
6. Upon termination, Consultant shall be entitled to fees earned through the effective date of termination.

K. DISPUTES

In the event the CLIENT and CONSULTANT are unable to reach agreement under the terms of this contract, disputes shall be resolved using alternative dispute resolution (ADR).

L. REVOCATION

If this agreement is not signed and accepted by both parties within 90 days of the contract date, it shall become null and void.

M. AUTHORIZATION

IN WITNESS WHEREOF, The CLIENT and the CONSULTANT have made and executed this Agreement for Professional Services,

This _____ day of _____, 2021

CLIENT
WRIGHT COUNTY, PARKS AND RECREATION DEPARTMENT

Printed Name

Title

Signature

Lee Kelly

Printed Name

County Administrator

Title

Signature

CONSULTANT
Hoisington Koegler Group Inc.

Paul Paige

Printed Name

President

Title



Signature: