



Title: Authorization to Release Request for Proposals for Engineering Services

Resolution Number: 25-062

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Recommended action: Board of managers authorizes staff to release a Request for Proposals (RFP) for an engineering services consultant

Summary:

Under Minnesota Statue 103B.227 a Watershed District is required to solicit interest via an open request for proposals (RFP) process for professional or technical consultant services at least every two years. The Minnehaha Creek Watershed District's current Engineering Services consultant contract expires on December 31, 2025, and requires a new RFP process. The RFP will be posted to the District website, posted on the League of Minnesota Cities website and distributed to District contacts.

RFP Timeline

The anticipated timeline for the RFP process is as follows:

- Board Approval of RFP release: October 23, 2025
- Posted and Distributed: October 24-31, 2025
- Informational Meeting: November 12, 2025
- Proposals Due: December 12, 2025
- Selection Committee review of proposals: December 15-24, 2025
- Interviews: January 5-14, 2026
- Recommendation to Board: January 22, 2026
- Contract Negotiation and Execution: January 23-31, 2026

Supporting documents:

Draft Request for Proposals



RESOLUTION

Resolution number: 25-062

Title: Authorization to Release Request for Proposals for Engineering Services

WHEREAS, Under Minnesota Statutes 103B.227 at least every two years watershed districts are required to solicit interest proposals for professional services before retaining the services of a consultant; and

WHEREAS, the professional services contract for the engineering services consultant expires on December 31, 2025; and

WHEREAS, staff has prepared the Request for Proposals (RFP) for an Engineering Services Consultant; and

WHEREAS, the Board has reviewed the RFP and scope of services.

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers hereby authorizes staff to release the request for proposal for engineering services.

Resolution Number 25-062 was moved by Manager _____, seconded by Manager _____.

Motion to adopt the resolution ___ ayes, ___ nays, _____ abstentions. Date: October 23, 2025.

Date: _____ Secretary

REQUEST FOR PROPOSALS - ENGINEERING SERVICES

The Minnehaha Creek Watershed District (MCWD or the District) believes that water is a central organizing element in the development of sustainable cities. We know that our lakes, streams, and wetlands have the power to underpin community identity, and grow social, environmental, and economic value. This is why we are dedicated to building a landscape of vibrant communities where nature and the built environment exist in balance and create value and enjoyment. We are pursuing a vision of [A Balanced Urban Ecology](#) through public-private partnerships that protect and improve water, while creating a sense of place within the watershed.

Overview

MCWD is seeking proposals from qualified firms to serve as the District Engineer. The firm, in consultation with MCWD, will designate a Chief Engineer who will fulfill the duties of [Minn. Stat 103D.325, subdivision 3](#), serve as the principal point of contact for the firm, and coordinate the firm's work for MCWD in planning, design, construction, regulation, policy implementation and relationship management. The Chief Engineer will be supported by a multidisciplinary team of professionals with expertise relevant to the District's unique mission and needs.

The Chief Engineer is expected to maintain a current understanding of, and advise on, District vision, strategy, priorities, policies, projects, and programs, and issues relevant thereto; demonstrate awareness of federal, state, regional, and local water resource policies and funding; and uphold a high professional regard among peers and partners, directly contributing to MCWD's efforts to build and maintain relationships.

The selected firm and identified Chief Engineer will possess extensive experience in:

- Water and ecological planning and engineering;
- Hydrologic, hydraulic, and pollutant modeling;
- Groundwater and hydrogeology;
- Limnology and aquatic systems science;
- Land-use and municipal infrastructure planning and private development;
- Implementation of watershed and land-use permitting programs;
- Developing public-private partnerships that improve water quality, reduce flooding, and benefit community;
- Federal, state, and local policies and priorities related to water resources, land use and funding;
- Design, procurement, construction observation and contract management for capital projects;
- Public engagement and facilitation among policy maker, technical, and non-technical audiences;
- Strategic planning and organizational development; and
- Communication and relationship management.

MCWD seeks a Chief Engineer to work at the direction of, and in close collaboration with, District staff to deliver day-to-day engineering functions while also contributing strategic insight and creative problem solving to help the District serve the public responsively and achieve lasting, high-impact outcomes for water quality, flood management, ecology and community.

Scope of Services

General Engineering Services on Retainer

The Chief Engineer will support MCWD by maintaining a strategic vantage over issues, drivers and strategies to improve water quality, reduce flooding and support thriving communities. This will be achieved, in part, by:

1. Maintaining knowledge of MCWD's hydrology, water quality, historic actions and foundational data
2. Identifying and understanding emerging issues and their causal factors
3. Assessing alternative strategies and outlining the technical consequences of choices
4. Supporting strategic decision making to meet the evolving needs of the watershed and its communities

In this role, the Chief Engineer, in coordination with District staff or at Board direction, will routinely review and assess District water management plans, studies, program alignment, capital programs and procedures to consider, among other things, whether they are consistent with acceptable engineering practices, achieve District goals, and are likely to produce positive, cost-effective outcomes.

The proposal will identify a monthly retainer payment to provide for the following services from the Chief Engineer:

1. Preparation for and attendance at any MCWD Board or Board committee meeting including review of relevant correspondence and agenda materials in connection with said meetings, any advice and opinions rendered therein, and coordination with MCWD staff and Administrator.
2. In-office at MCWD at least one day per week to serve as a staff resource, proactively provide project and initiative status reports, discuss project trade-offs and choices, and provide technical guidance on activities of the District.
3. Advice or response to routine questions from Board members and staff to assure that watershed activities are carried out in accordance with sound engineering and natural resource management standards and practices.

Permit Support

The MCWD permitting program is a primary way in which the MCWD engages with private developers, member cities, other agencies and the broader public. Each year, the program processes approximately 600 permits, maintaining thousands of touchpoints with stakeholders. Permitting, therefore, is a key outreach channel for MCWD. The Chief Engineer will support staff in the efficient implementation of its regulatory program, providing a positive and responsive experience for applicants, to continue building MCWD's brand as a creative problem solver and preferred partner.

Under this scope, the Chief Engineer and team will:

1. Support the efficient and clear implementation of MCWD's permitting program, through weekly batch review of new permit applications and technical resubmittals, ensuring clear identification and communication of project issues and recommended solutions to MCWD staff, and, where appropriate, directly to applicants and their representatives.
2. Provide expert technical review and consultation for permit applications and compliance issues for all of MCWD's regulations, with an understanding of their interface with local municipal and state regulations. This will include but not be limited to experience with:

- a. Stormwater management, floodplain, wetland, hydraulics, groundwater, municipal planning and zoning, infrastructure, brownfield development, threatened and endangered species, and modeling (e.g. HydroCAD, SWMM, MIDs, HEC-RAS, P8, Stormwise, Bathtub, etc)
3. Actively support policy development and refinement, aligning MCWD regulation with the emerging needs of the watershed, in coordination with other public partners such as member communities.
4. Provide exceptional communication and relationship management with MCWD staff applicants, public and private agencies, municipalities, and consultants, promoting collaboration and a shared understanding of regulatory expectations.

Gray's Bay Dam Operation and Maintenance

The MCWD operates and maintains Gray's Bay Headwaters Control Structure; an adjustable dam located at the outlet of Lake Minnetonka to Minnehaha Creek. The dam sits at the threshold between the MCWD's two distinct hydrologic basins: the upper watershed, including the streams, wetlands and lakes draining to Lake Minnetonka; and the lower urbanized watershed, including Minnehaha Creek and the Chain of Lakes.

The Chief Engineer will:

1. Maintain weekly situational awareness of current water levels, the predicated impact of weather forecasts at key stations across the watershed, and participate in weekly meetings as a member of the Flood Response Team to support operational recommendations for the Dam and vet outbound public communications
2. Support annual inspections of the Gray's Bay Dam structure, formulate recommendations for maintenance, and oversee their implementation in coordination with Project Maintenance staff.
3. Fulfill a role as a member of the Flood Response Team, during high water and flood events

Additional Services

On written request of the District Administrator or their designee, the District Engineer will provide the following supporting services:

1. Research and Monitoring:
 - a. Advise on, and implement, field data collection efforts to support subwatershed diagnostic work, basis of capital project design, or post construction capital project efficacy
2. Capital Project Planning:
 - a. Review and advise on third party studies, plans, or designs
 - b. Provide auxiliary construction observation support
3. Policy Planning:
 - a. Support the development of MCWD's Watershed Management Plan
 - b. Advise on policies and programs developed to implement the Watershed Management Plan
 - c. Provide technical review of projects proposed through the Land and Water Partnership Program
4. Capital Project Maintenance
 - a. Support the planning and implementation of maintenance for MCWD capital projects
5. Outreach and Intergovernmental Relations
 - a. Review, comment and advise on the development of communication work products
 - b. Attend District partner opportunity meetings as needed/requested;

6. All other engineering services the firm is qualified to provide and as authorized by the District Administrator.

The District retains its prerogative to engage in competitive procurement for a capital project design and implementation, and all other discrete engineering service. The District Engineer may compete in any such procurement.

Instructions to proposers

Informational meeting

An informational meeting will be held on **Wednesday, November 12th, at 10:00 AM** (15320 Minnetonka Blvd, Minnetonka, MN 55345) to answer any questions about the process or scope of services. At this time, MCWD staff will present a short summary of our mission and expectations of the District Engineer and will answer any questions. Proposers are encouraged but not obligated to attend. **Please RSVP** to admin@minnehahacreek.org by Monday, November 10th at 4:00 PM.

Written questions can be directed to admin@minnehahacreek.org no later than November 21 at 4:00 PM. MCWD responses will be posted on the MCWD website and emailed to firms that attended the informational meeting.

Submittal Deadline

Proposals must be submitted electronically to admin@minnehahacreek.org no later than **4:00 PM on December 12, 2025**.

MCWD, in its discretion, may conduct interviews with one or more proposing firms. MCWD expects to contact selected proposers for interview within three weeks of the proposal submittal deadline.

Proposal contents

The proposal should be no longer than 20 pages and should include the following:

1. **Firm summary and experience:** A summary of your firm's experience and expertise to meet the requirements outlined in the scope of services.
2. **Understanding and approach:** A narrative of the firm's understanding of the scope of services and how the firm will fit within and execute [MCWD's principles and mission](#). Describe how the Chief Engineer will oversee and guide team members and MCWD staff, and how they plan to build relational capital with our Board of Managers and outside partners. Include the firm's approach to onboarding and getting up to speed on the District's history, watershed features, rules, and policies. Include any additional information the firm wishes to share that showcases its organization.
3. **District Engineer and engineering team:** A resume of the person proposed to be the Chief Engineer; this is the individual who will be responsible for the management and administration of engineering services with the District and has a demonstrated ability to carefully evaluate and make professional engineering recommendations for District programs and projects.

- a. **Staff:** Provide a list of proposed staff, including their qualifications and a concise description of their relevant expertise and experience. For each of the following skills or disciplines, identify one or more team members who possess demonstrated experience:
 - i. Watershed and water resource management and planning
 - ii. Lake, wetland, and stream restoration and management
 - iii. Hydrologic, hydraulic, pollutant and water quality modeling and analysis
 - iv. Floodplain modeling, analysis, and management
 - v. Wetland delineation, functional assessment, regulatory compliance, and restoration
 - vi. Urban stormwater BMP design and construction management
 - vii. Groundwater-surface water interaction and modeling
 - viii. Water resource permitting, including municipal land use and development review processes, USACE, WCA, NPDES, DNR, etc.
 - ix. Land surveying
 - x. Geographic information systems
 - xi. Geotechnical investigation
 - xii. Environmental assessment
 - xiii. Site remediation and brownfields procedures
 - b. **Subconsultants:** If the firm has a relationship with another firm to provide one or more of the disciplines listed above, and would propose to use that firm as a subconsultant, please name the subconsultant and identify relevant subconsultant staff and expertise.
4. **Rates:** The proposed general engineering services retainer and additional services billing rates, including those charged by proposed sub-consultants, and any related time and mileage charges. Please note that the District does not pay the District Engineer an administrative markup associated with subconsultant use. Additionally, include anticipated inflationary costs to billing rates associated with yearly market demand adjustments.
 5. **References:** A selection of references from other similar organizations served by the firm, including short descriptions of related work.

Proposal evaluation and consultant selection

A selection committee composed of the District Administrator, select MCWD staff, and at least one Board Manager will evaluate proposals and, at its discretion, interview select firms to recommend a District Engineer to the MCWD Board of Managers for approval.

The tentative timeline for this request for proposal process is:

Request for Proposals Released	October 24 – October 31, 2025
Informational Meeting	November 12, 2025 (10:00am)
Proposal Due Date	December 12, 2025 (4:00 pm)
Selection Committee review of proposals	December 15-24, 2025
Interviews	January 5-14, 2026

The District reserves the right to negotiate modifications to the selected firm's proposed scope of services and billing rates, prior to awarding a contract.

The MCWD Board of Managers will approve the final negotiated scope of services and billing rates and authorize the execution of a contract (see Appendix, MCWD Professional Service Agreement Template).

Selection criteria

The selection committee will consider the firm's demonstration of the following:

- **District mission and understanding:** Does the proposal make it clear that the firm fully understands the MCWD's mission, approach, and guiding strategies, and can it demonstrate its commitment to practicing and upholding the District's principles?
- **Firm Experience:** Does the firm possess the necessary technical expertise and requirements as outlined in the scope of services? What similar contracts or clients does the firm have?
- **Technical Capacity:** Does the firm have the staff required to complete all work required by the scope of services and additional services as needed? Can the firm demonstrate their ability to deliver work on time and within budget?
- **Onboarding Approach:** Does the firm clearly outline its onboarding approach? What plans are in place to build institutional knowledge and facilitate transition prior to the firm becoming District Engineer?
- **Area Knowledge:** Does the firm possess specific knowledge about MCWD's watershed, its land use history, and its features?
- **Innovation:** Can the firm deliver innovative and integrated watershed/natural resource planning and engineering?
- **Cost of Services:** Does the firm clearly outline the proposed billing rates, and do the rates provide value to the District?

Disclosures

Enclosed with this RFP is the form of contract that Consultant and MCWD will execute. The MCWD may agree to non-substantive document revisions, but Consultant's proposal should be based on the contract form. The proposal should identify any terms of the form of contract that are unacceptable. The MCWD will negotiate a term where it can preserve the substantive intent of the term, but reserves the right to reject a proposal that is conditioned on a material alteration of the contract form. The proposal also should indicate any data or methods of proposer that would be used in performing the work, and that proposer considers to be instruments of service that should be excepted from the intellectual property terms of the contract form.

Appendix

MCWD Professional Service Agreement Template

DRAFT

**AGREEMENT BETWEEN
MINNEHAHA CREEK WATERSHED DISTRICT and
[CONSULTANT]
[Project Title]**

This agreement is entered into by the Minnehaha Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (MCWD), and [CONSULTANT], a Minnesota corporation (CONSULTANT). In consideration of the terms and conditions set forth herein and the mutual exchange of consideration, the sufficiency of which hereby is acknowledged, MCWD and CONSULTANT agree as follows:

1. Scope of Work

CONSULTANT will perform the work described in the [DATE] Scope of Services attached as Exhibit A (the Services). Exhibit A is incorporated into this agreement and its terms and schedules are binding on CONSULTANT as a term hereof. MCWD, at its discretion, in writing may at any time suspend work or amend the Services to delete any task or portion thereof. Authorized work by CONSULTANT on a task deleted or modified by MCWD will be compensated in accordance with paragraphs 5 and 6. Time is of the essence in the performance of the Services.

2. Independent Contractor

CONSULTANT is an independent contractor under this agreement. CONSULTANT will select the means, method and manner of performing the Services. Nothing herein contained is intended or is to be construed to constitute CONSULTANT as the agent, representative or employee of MCWD in any manner. Personnel performing the Services on behalf of CONSULTANT will not be considered employees of MCWD and will not be entitled to any compensation, rights or benefits of any kind from MCWD.

3. Subcontract and Assignment

CONSULTANT will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Services without the written consent of MCWD and pursuant to any conditions included in that consent. MCWD consent to any subcontracting does not relieve CONSULTANT of its responsibility to perform the Services or any part thereof, nor in any respect its duty of care, insurance obligations, or duty to hold harmless, defend and indemnify under this agreement.

4. Duty of Care; Indemnification

CONSULTANT will perform the Services with due care and in accordance with national standards of professional care. CONSULTANT will hold harmless and indemnify MCWD, its board members, employees and agents, from any and all actions, costs (including reasonable attorney fees), damages and liabilities of any nature arising from CONSULTANT's or a subconsultant's lack of professional due care, and will defend, hold harmless, and indemnify MCWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from CONSULTANT's or a subconsultant's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by CONSULTANT to MCWD, other than the duty of professional due care. For any claim subject to this paragraph by an employee of CONSULTANT or

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a subconsultant, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or the subconsultant under workers' compensation acts, disability acts or other employee benefit acts.

5. Compensation

MCWD will compensate CONSULTANT for the Services on [an hourly OR a lump-sum] basis and reimburse for direct costs in accordance with Exhibit A. Invoices will be submitted monthly for work performed during the preceding month. Payment for undisputed work will be due within 30 days of receipt of invoice. Direct costs not specified in Exhibit A will not be reimbursed except with prior written approval of the MCWD administrator. Subconsultant fees and direct costs, as incurred by CONSULTANT, will be reimbursed by MCWD at the rate specified in MCWD's written approval of the subcontract

[The total payment for each task will not exceed the amount specified for that task in Exhibit A.] The total payment for the Services will not exceed [\$_____]. Total payment in each respect means all sums to be paid whatsoever, including but not limited to fees and reimbursement of direct costs and subcontract costs, whether specified in this agreement or subsequently authorized by the administrator.

CONSULTANT will maintain all records pertaining to fees or costs incurred in connection with the Services for six years from the date of completion of the Services. CONSULTANT agrees that any authorized MCWD representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

6. Termination; Continuation of Obligations

This agreement is effective when fully executed by the parties and will remain in force until [DATE] unless earlier terminated as set forth herein.

MCWD may terminate this agreement at its convenience, by a written termination notice stating specifically what prior authorized or additional tasks or services it requires CONSULTANT to complete. CONSULTANT will receive full compensation for all authorized work performed, except that CONSULTANT will not be compensated for any part performance of a specified task or service if termination is due to CONSULTANT's breach of this agreement.

Insurance obligations; duty of care; obligations to defend, indemnify and hold harmless; duty to cooperate in assignment of intellectual property; and document-retention requirements will survive the completion of the Services and the term of this agreement.

7. No Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish such party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or

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approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term of this agreement, MCWD waives no immunity in tort. This agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

8. Insurance

At all times during the term of this Agreement, CONSULTANT will have and keep in force the following insurance coverages:

- A. General: \$1.5 million, each occurrence and aggregate, covering CONSULTANT's ongoing operations on an occurrence basis.
- B. Professional liability: \$1.5 million each claim and aggregate. Any deductible will be CONSULTANT's sole responsibility and may not exceed \$50,000. Coverage may be on a claims-made basis, in which case CONSULTANT must maintain the policy for, or obtain extended reporting period coverage extending, at least three (3) years from completion of the Services.
- C. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- D. Workers' compensation: in accordance with legal requirements applicable to CONSULTANT.

General and automobile liability limits above \$1 million may be met by means of a follow form excess or umbrella policy. CONSULTANT will not commence work until it has filed with MCWD a certificate of insurance clearly evidencing the required coverages and naming MCWD as an additional insured for general liability, and any associated excess or umbrella policy, along with a copy of the additional insured endorsement establishing coverage for CONSULTANT's ongoing operations as primary coverage on a noncontributory basis. The certificate will name MCWD as a holder and will state that MCWD will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as CONSULTANT.

9. Compliance With Laws

CONSULTANT will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services and will procure all licenses, permits and other rights necessary to perform the Services.

In performing the Services, CONSULTANT will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

10. Data and Information

All data and information obtained or generated by CONSULTANT in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the data and information are contained, documented or memorialized (together, here and in sections 11 and 12, the "Materials"), are the property of MCWD. CONSULTANT hereby assigns and transfers to MCWD all right, title and interest in: (a) its copyright, if any, in the Materials; any registrations and copyright applications relating to the Materials; and any copyright renewals and extensions; (b) all works based on, derived from or incorporating the Materials; and (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and all causes of action in law or equity for past, present or future infringement based on the copyrights. CONSULTANT agrees to execute all papers and to perform such other proper acts as MCWD may deem necessary to secure for MCWD or its assignee the rights herein assigned.

MCWD may immediately inspect, copy or take possession of any Materials on written request to CONSULTANT. On termination of the agreement, CONSULTANT may maintain a copy of some or all of the Materials except for any Materials designated by MCWD as confidential or non-public under applicable law, a copy of which may be maintained by CONSULTANT only pursuant to written agreement with MCWD specifying terms.

11. Data Practices; Confidentiality

If CONSULTANT receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) CONSULTANT possesses or has created as a result of this agreement, it will inform MCWD immediately and transmit a copy of the request. If the request is addressed to MCWD, CONSULTANT will not provide any information or documents, but will direct the inquiry to MCWD. If the request is addressed to CONSULTANT, CONSULTANT will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with MCWD and its legal counsel before replying. Nothing in the preceding sentence supersedes CONSULTANT's obligations under this agreement with respect to protection of MCWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that CONSULTANT is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

CONSULTANT agrees that it will not disclose and will hold in confidence any and all proprietary Materials owned or possessed by MCWD and so denominated by MCWD. CONSULTANT will not use any such Materials for any purpose other than performance of the Services without MCWD written consent. This restriction does not apply to Materials already possessed by CONSULTANT or that CONSULTANT received on a non-confidential basis from MCWD or another party. Consistent with the terms of this section 11 regarding use and protection of confidential and proprietary information, CONSULTANT retains a nonexclusive license to use the Materials and may publish or use the Materials in its professional activities. Any CONSULTANT duty of care under this agreement does not extend to any party other than MCWD or to any use of the Materials by MCWD other than for the purpose(s) for which CONSULTANT is compensated under this agreement.

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12. MCWD Property

All property furnished to or for the use of CONSULTANT or a subcontractor by MCWD and not fully used in the performance of the Services, including but not limited to equipment, supplies, and Materials, will remain the property of MCWD and returned to MCWD at the conclusion of the performance of the Services, or sooner if requested by MCWD. CONSULTANT further agrees that any proprietary Materials are the exclusive property of MCWD and will assert no right, title or interest in the Materials. CONSULTANT will not disseminate, transfer or dispose of any proprietary Materials to any other person or entity unless specifically authorized in writing by MCWD.

Any property including but not limited to Materials supplied to CONSULTANT by MCWD or deriving from MCWD is supplied to and accepted by CONSULTANT as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, CONSULTANT's duty of professional care under paragraph 4, above, does not extend to Materials provided to CONSULTANT by MCWD or any portion of the Services that is inaccurate or incomplete as the result of CONSULTANT's reasonable reliance on those Materials.

13. Notices

Any written communication required under this agreement to be provided in writing will be directed to the other party as follows:

To MCWD:

Administrator
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka, MN 55345

To CONSULTANT:

[Authorized Representative
Organization
Address]

Either of the above individuals may in writing designate another individual to receive communications under this agreement.

14. Choice of Law; Venue

This agreement will be construed under and governed by the laws of the State of Minnesota. Venue for any action will lie in Hennepin County.

15. Whole Agreement

The entire agreement between the two parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any

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modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties hereto. MCWD may amend this agreement only by action of the Board of Managers acting as a body.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this agreement.

CONSULTANT

By _____
Its _____

Date: _____

Approved as to Form and Execution

MCWD Attorney

MINNEHAHA CREEK WATERSHED DISTRICT

By _____
Its _____

Date: _____

**Exhibit A
Scope of Services**

TEMPLATE