

MAP DESIGN/PRINTING AGREEMENT

This Map Design/Printing Agreement (“Agreement”) is effective on the ____ day of _____, 2023 (the “Effective Date”) by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the “Commission”), and INCase, LLC, a Minnesota limited liability company (the “Consultant”).

RECITALS

- A. The Commission desires to obtain certain map design and printing services which the Consultant represents it has the necessary skill, equipment, and personnel to provide.
- B. The Commission desires to contract with the Consultant to provide, and the Consultant desires to provide, such services in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. **Map Design/Printing Services.** The Consultant agrees to provide the Commission those map design and printing services identified in the proposal attached hereto as Exhibit A (the “Proposal”), as such services may be further directed by the Commission and defined herein (collectively, the “Services”). All Services provided by the Consultant shall be of similar quality of other professionals who provide similar services. The Proposal is hereby incorporated into this Agreement as if fully set forth herein, provided, however, that if any provision in the Proposal conflicts with any provision of this Agreement, the provisions of this Agreement shall be controlling.
2. **Performance; Compensation.** The Consultant will endeavor to perform and complete the Services within 180 days of the date of this Agreement. In exchange for providing the Services, the Commission agrees to compensate the Consultant no more than \$7,700, as more specifically provided in the Proposal. Payment shall be provided in accordance with the Proposal and within 45 days following Consultant invoicing. No additional commissions, fees, or reimbursement shall otherwise be due under this Agreement. Additionally, the Commission shall not be responsible for payment for any work performed by the Consultant that is not specifically requested by the Commission or contained within the scope of Services contained in the Proposal, unless otherwise expressly agreed to by the Commission in writing.
3. **Term; Termination.** This Agreement shall commence as of the date first written above and it shall continue until Services are completed and all required payments are made. Either party may terminate this Agreement upon 10 days’ written notice to the other party. Said termination may be made for any reason or for no reason at all. Following a notice of termination by either party, the Commission shall only be responsible for compensating the Consultant for Services that were requested and duly performed before said notice was provided, unless otherwise agreed to by the parties in writing. The Consultant’s indemnification, audit disclosure, and data practices obligations herein shall survive termination of this Agreement.

4. **Amendments.** No modification, amendment, deletion, or waiver in the terms of this Agreement, or any expansion in the scope of Services, is valid unless it is in writing and signed by both parties.
5. **Data Practices; Audit Disclosure.** The Consultant shall manage all data created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement in accordance with, and subject to the requirements of, the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (“Act”). The Consultant must also allow the Commission, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Consultant’s books, records, documents, and accounting procedures and practices that are pertinent to all Services provided under this Agreement for a minimum of six years from the termination of this Agreement.
6. **Independent Contractor.** All Services provided by the Consultant pursuant to this Agreement shall be provided by the Consultant as an independent contractor and not as an employee of the Commission for any purpose including, but not limited to, income tax withholding, workers’ compensation, unemployment compensation, FICA taxes, liability for torts, and eligibility for employee benefits. The manner in which the Services are performed shall be controlled by the Consultant; however, the nature of the Services and the results to be achieved shall be specified by the Commission. The Consultant is not to be deemed an employee or agent of the Commission and has no authority to make any binding commitments or obligations on behalf of the Commission.
7. **Assignment.** Neither party will assign any part of this Agreement, nor any interest arising herein, without the written consent of the other party.
8. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically requested, provided for and identified herein as part of the Services will be honored by the Commission.
9. **Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
10. **Entire Agreement.** This document, including the above recitals and the attached exhibit, constitute the entire agreement between the parties and it supersedes all oral agreements and negotiations between the parties regarding the subject matter of this Agreement.
11. **Compliance with Laws and Regulations.** In providing the Services hereunder, the Consultant must abide by all applicable state and local laws and regulations.
12. **Equal Opportunity.** During the performance of this Agreement, the Consultant must not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance,

disability, or age. Violation of any part of this provision may lead to the immediate termination of this Agreement.

13. **Waiver.** Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
14. **Indemnification.** To the fullest extent permitted by law, the Consultant, and the Consultant's successors or assigns, agree to protect, defend, save, and hold harmless the Commission, its officials, agents, and employees from all claims, suits, or actions of any kind, nature, or character, and the costs, disbursements, and expenses of defending the same including, but not limited to, attorneys' fees, professional services, and other technical, administrative, or professional assistance resulting from or arising out of the alleged negligence, breach of contract, or willful misconduct of the Consultant, its subcontractors, agents, or employees related to or arising out of the performance of, or failure to perform, the Services under this Agreement. Additionally, the Commission represents that it will only provide the Consultant with intellectual property that it has the right and/or lawful authority under applicable laws to provide, and the Commission further agrees to indemnify the Consultant for any third-party claim made against the Consultant to the extent directly related to the unlawful provision of such intellectual property by the Commission. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the Commission under Minnesota Statutes, Chapter 466, or other law.
15. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

IN WITNESS WHEREOF, the Commission and the Consultant have caused this Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below and effective as of the date first written above.

THE COMMISSION:

By: _____
Its: Chair

By: _____
Its: Secretary

CONSULTANT:

By: _____
Its: _____

Proposal, Sept 12, 2023

Exhibit A

INCcase, LLC

Nat Case, co-owner
701 27th Ave NE
Minneapolis, MN 55418
612-702-1333
nat@incasellc.com

Client

Laura Jester
Bassett Creek Watershed Management Commission
4700 W 77th St
Minneapolis, MN 55435-4803
952-270-1990
laura.jester@keystonewaters.com

Project: Updated map brochures for Bassett Creek Watershed Management Commission. Project will include (1) update to map and potentially adding points of interest to the map, (2) updates to back side content, (3) redesign of cover. This agreement assumes page size and fold will not change from the 2014 edition, but that size is changeable per client request, and printing will then be requested.

Printing specifications: 2500 copies, on 80 lb. Anthem gloss (10% post-consumer waste, FSC certified. Color and bleed as on original edition. Printing will be with Hybrid UV inks (low emission process).

Client will provide INCcase with a full text list of changes, new photos, and/or revised text based on existing brochure text, which INCcase will provide to the client. INCcase estimates three months from delivery of changes to INCcase to delivery of printed pieces, but this may change based on rounds of edits by the client.

Rights: Publication and Map © Hedberg Maps, Inc. and INCcase, LLC. Text © Bassett Creek Watershed Management Commission. Photography and Images © respective copyright holders. Research by Hoshal Advertising, Inc. Photographs, images and text compilation by Bassett Creek Watershed Management Commission. This publication may not be reproduced in part or whole without permission of the respective copyright holders.

Client and its member cities are granted a non-transferable perpetual license for use of map image. Hedberg Maps and INCcase, LLC may post the map in the custom mapping section of its website and/or printed materials that promote their custom mapping services.

INCcase, LLC warrants that it may act on behalf of Hedberg Maps, Inc. in using Hedberg Maps' copyrighted material, within INCcase's separate agreement with Hedberg Maps.

Costs: Printing quote as of date of this agreement is \$3300. Printing is subject to change if more than 30 days from the date of this agreement; and will be requested when we are closing in unless such delays are attributable solely to INCcase, LLC. Production on the publication will be billed at \$110/hour, including meeting time. INCcase estimate the total will be under 40 hours, so \$4400, but will adjust as needed when the full set of revisions is in hand. INCcase will treat the total of \$7700 as a not-to-exceed. If it becomes clear that that amount will be exceeded because of client requirements or changes, INCcase will advise and wait for approval from client before proceeding.

Terms: Payment of \$2500 will be due 30 days after work begins, the remainder on receipt of printed pieces. INCASE reserves the right to bill for work to date if the project lasts longer than 90 days from start of work. All payments require formal written invoice.

Limited liability: Client understands that INCASE offers no warranty on its work beyond the cost quoted above. INCASE assumes no liability for damages beyond the cost quoted above, in the event of faulty or incomplete information being transmitted.

Legal enforcement: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota. Any action, suit or proceeding arising out of any claim against INCASE, LLC under this Agreement shall be brought exclusively in the federal or state courts in the State of Minnesota.

Agreed,

A handwritten signature in black ink, appearing to read 'N. Case', is written over a horizontal line.

Sept 12, 2023

For INCASE, LLC

For Bassett Creek Watershed Management Commission Date