

## **PERSONAL/PROFESSIONAL SERVICE AGREEMENT**

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 ("COUNTY"), on behalf of the Hennepin County Attorney's Office, C-2000, Minneapolis, MN 55487, and Briol & Benson, PLLC, 3700 IDS Center, 80 South Eighth Street, Minneapolis, MN 55402 ("CONTRACTOR").

The parties agree as follows:

1. TERM OF THE AGREEMENT

CONTRACTOR shall furnish services to COUNTY commencing November 13, 2017 and expiring December 31, 2020, unless cancelled or terminated earlier in accordance with the provisions herein.

2. SERVICES TO BE PROVIDED

CONTRACTOR shall provide consultation and legal representation to COUNTY regarding potential civil litigation against Opioid manufacturers, distributors and others, which may include but is not limited to recommending legal strategies, filing complaint(s), discovery, settlement negotiations and alternative dispute resolution, trial, appeals, attending meetings with COUNTY personnel or their designees, coordinating strategies with third-parties identified by COUNTY and performing other related legal services as requested by COUNTY (inclusively, the "Services"). Said potential civil litigation or other related actions against Opioid manufacturers, distributors and others may be referred to herein as the "Matter(s)".

Subject to the provisions of Section 13 of this Agreement, COUNTY approves CONTRACTOR's subcontracting of Services to Motley Rice LLC with respect to representing COUNTY in the Matter. For clarification and not limitation, the parties expressly acknowledge and agree that said CONTRACTOR shall be solely liable for all fees, expenses and other costs due or payable to Motley Rice LLC. As used herein, Motley Rice LLC may be referred to as "Motley Rice."

Where applicable, works of authorship created by CONTRACTOR for COUNTY in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act. All right, title and interest in all copyrightable material which CONTRACTOR may conceive or originate either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of COUNTY. CONTRACTOR assigns to COUNTY all right, title, interest and copyrights in and to the copyrightable material. CONTRACTOR shall also, upon request of COUNTY, execute all papers and perform all other acts necessary to assist COUNTY to obtain and register copyrights in those materials.

CONTRACTOR warrants that, when legally required, CONTRACTOR shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to COUNTY including, but not limited to, software, hardware, documentation, and/or any other item. CONTRACTOR further warrants that any material or item delivered by CONTRACTOR will not violate the United States copyright law or any property right of another.

3. PAYMENT FOR SERVICES

CONTRACTOR and the COUNTY acknowledge that the Matter entails numerous complex factual and legal issues and considerable risk, that its prosecution may require the expenditure of substantial resources, and that the COUNTY seeks to maximize its recovery while limiting the expenditure of its own resources. Accordingly, the Matter will be prosecuted on a contingent basis and unless a recovery is made there will be no obligation for COUNTY to pay attorneys' fees or costs to the CONTRACTOR.

In the event of a recovery obtained by settlement or by judgment, COUNTY agrees to pay the CONTRACTOR, and any other law firms associated with CONTRACTOR for their services twenty-five (25) percent of COUNTY's total recovery. The total recovery shall be defined as the total amount recovered by settlement or judgment including any amount recovered as interest and punitive damages. Costs and fees that are collectable as a matter of law will be deducted from the remaining recovery. If settlement or judgement results in injunctive relief, the parties will agree upon a dollar value for this relief.

4. PROFESSIONAL CREDENTIALS

CONTRACTOR shall provide all information requested by COUNTY to facilitate the verification of educational and professional credentials from primary sources. CONTRACTOR shall undergo a review of professional credentials as requested by COUNTY during the term of this Agreement.

5. INDEPENDENT CONTRACTOR

CONTRACTOR (including its subcontractor, Motley Rice) shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of COUNTY for any purpose. CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. CONTRACTOR's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of CONTRACTOR's personnel, including without limitation, claims that arise out of



employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the "Minnesota's Workers' Compensation Act" (Minnesota Statutes Chapter 176), or claims of discrimination arising out of state, local or federal law, against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

- A. In accordance with COUNTY's policies against discrimination, CONTRACTOR shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.
- B. CONTRACTOR shall abide by COUNTY's HIV/AIDS Policy which provides that no employee, applicant, or client shall be subjected to testing, removed from normal and customary status, or deprived of any rights, privileges, or freedoms because of his or her HIV/AIDS status except for clearly stated specific and compelling medical and/or public health reasons. CONTRACTOR shall establish the necessary policies concerning HIV/AIDS to assure that COUNTY clients in contracted programs and CONTRACTOR's employees in COUNTY-contracted programs are afforded the same treatment with regard to HIV/AIDS as persons directly employed or served by COUNTY.

7. AFFIRMATIVE ACTION

- A. In accordance with Hennepin County Board Resolution, and subject to the applicable exemptions below, if this Agreement is for a sum over \$100,000 or is one of several current contracts with CONTRACTOR totaling more than \$100,000 or is amended to exceed \$100,000, then CONTRACTOR shall abide by COUNTY's Affirmative Action requirements for COUNTY contractors including, but not limited to, the following:

(A1) CONTRACTOR shall:

- (i) develop an Affirmative Action Plan (AAP) within thirty (30) days after execution of this Agreement and submit the Initial Workforce Analysis, as provided below, to the Hennepin County Purchasing/Contract Services Division; or

(ii) submit evidence of a current approved AAP from another governmental jurisdiction, as approved by PCS, and submit an Annual Workforce Report (the Initial Workforce Analysis is not required), as provided below, to PCS; or

(iii) be granted an exemption for one of the following reasons:

1. Contract is for emergency or life safety-related purchases;
2. CONTRACTOR has no facilities and has no more than one employee operating within the geographic boundaries of Hennepin County;
3. CONTRACTOR had an average of thirty (30) or fewer full-time/benefit-earning employees during the twelve (12) months preceding the submission of the bid, request for proposal or execution of this Agreement; or
4. Pursuant to Hennepin County Board policy, the County Administrator or his/her designee granted an exemption.

CONTRACTOR shall keep the AAP current and available for review by COUNTY during the term of this Agreement and any extensions. COUNTY may, in COUNTY's sole discretion, visit CONTRACTOR's site(s) to determine compliance with these requirements. AAPs must include the following elements:

1. EEO Policy Statement;
2. Identification of a person responsible for EEO Coordination;
3. Harassment policy statement;
4. Initial Workforce Analysis;
5. Identification of the specific steps CONTRACTOR will take to achieve or maintain a diverse workforce and ensure non-discrimination;
6. List of recruitment sources; and
7. A plan for dissemination of CONTRACTOR's AAP and policy.

(A2) CONTRACTOR's Workforce Analysis/Reports obligations are as follows:

(i) As required by the provisions herein, CONTRACTOR shall submit an Initial Workforce Analysis to PCS within five (5) business days after execution of this Agreement. If CONTRACTOR fails to submit the Initial Workforce Analysis, COUNTY may withhold payment until CONTRACTOR complies.

(ii) If a PCS review of CONTRACTOR's Initial Workforce Analysis determines there is under-representation of women and/or racial minorities based on local SMSA (Standard Metropolitan Statistical Area) labor force availability data, CONTRACTOR shall identify measures to correct the



deficiencies. If the deficiencies are not corrected to COUNTY's satisfaction, COUNTY may require CONTRACTOR to demonstrate that good faith efforts have been made to correct them or may exercise other remedies as provided in this Agreement.

(iii) At the end of each calendar year, CONTRACTOR shall submit an Annual Workforce Report to PCS for review.

- B. If CONTRACTOR fails to demonstrate good faith efforts to correct any identified Affirmative Action deficiencies or fails to submit requested reports or information required by COUNTY or has engaged in discriminatory practices, COUNTY may consider this a violation of this Agreement and may exercise any remedies available to it in law or in equity, including, but not limited to, cancellation or termination of this Agreement.

## 8. INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting solely from any act or omission of CONTRACTOR, a subcontractor, including but not limited to Motley Rice, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by sole reason of the failure of CONTRACTOR to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CONTRACTOR personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the provisions set forth herein. If a claim subject to CONTRACTOR's obligation to defend, indemnify and hold harmless is not covered by CONTRACTOR's policies of insurance, as set forth in Section 8, CONTRACTOR's liability obligation shall be limited to One Million Dollars (\$1,000,000).

## 9. INSURANCE

- A. With respect to the services provided pursuant to this Agreement, CONTRACTOR shall, at its sole expense, procure and maintain insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in the state where services or operations will be performed by CONTRACTOR. Such insurance and required coverage shall be in forms acceptable to COUNTY. The insurance requirements described below shall be maintained uninterrupted for the duration of this Agreement and beyond such

## Limits

- |   |             |
|---|-------------|
| General Aggregate                       | \$2,000,000 |
| Products—Completed Operations Aggregate | 2,000,000   |
| Personal and Advertising Injury         | 1,000,000   |
| Each Occurrence—Combined Bodily         |             |
| Injury and Property Damage              | 1,000,000   |

- |   |           |
|---|-----------|
| Workers' Compensation   | Statutory |
| <p>If CONTRACTOR is based outside the state of Minnesota, coverage must comply with Minnesota law. If CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements to the extent provided by Minnesota law. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.</p> |           |

Accident—Each Accident	500,000
Disease—Policy Limit	500,000
Disease—Each Employee	500,000

- The lawyers professional liability insurance must be maintained continuously for a period of three (3) years after final acceptance of services or the

expiration, cancellation or termination of this Agreement, whichever is later. Coverage shall include liability arising from the omissions or acts of CONTRACTOR or any entity for which CONTRACTOR is legally responsible in the providing of services under the Agreement. Throughout the term of the Agreement, the lawyers professional liability policy shall include full prior acts coverage.

4. Automobile Liability

CONTRACTOR shall maintain automobile liability and, if necessary, commercial umbrella insurance, with a limit of not less than \$500,000 each accident. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of CONTRACTOR.

- B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

Coverage shall not include any exclusion or other limitations related to:

1. Scope of services;
2. Delays in project completion and cost overruns; or
3. Persons or entities authorized to notify the carrier of a claim or potential claim.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CONTRACTOR shall promptly submit copies of insurance policies to COUNTY.

CONTRACTOR shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder, and as an additional insured for the commercial general liability coverage required herein. A self-insured retention (SIR) is not acceptable, unless expressly agreed to in writing by COUNTY. The funding of deductibles and self-insured retentions maintained by CONTRACTOR, if allowed by COUNTY, shall be the sole responsibility of CONTRACTOR. If the certificate form contains a



certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies. If CONTRACTOR receives notice of cancellation/termination from an insurer, CONTRACTOR shall fax or email a copy of the notice to COUNTY within two business days.

CONTRACTOR shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CONTRACTOR fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

CONTRACTOR's required insurance shall be primary insurance and any insurance or self-insurance maintained by COUNTY shall be in excess of and non-contributory with CONTRACTOR'S insurance. CONTRACTOR waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CONTRACTOR. If necessary, CONTRACTOR agrees to endorse the required insurance policies to permit waivers of subrogation in favor of COUNTY.

10. DUTY TO NOTIFY

CONTRACTOR shall promptly notify COUNTY of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. CONTRACTOR shall also notify COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

11. DATA

CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality, or security of data which may include the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). For clarification and not limitation, COUNTY hereby notifies CONTRACTOR that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CONTRACTOR shall promptly notify COUNTY if CONTRACTOR becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.



The COUNTY shall make its best efforts to provide CONTRACTOR (and its subcontractor) with data that has been de-identified or anonymized pursuant to HIPAA and its implementing regulations, as well as all applicable state and county statutes, regulations, and ordinances. The parties understand and acknowledge that as the Matter(s) proceed through litigation, the COUNTY and the CONTRACTOR (including its subcontractor) may elect or be obligated by the applicable court rules and/or court orders to provide data that has not been de-identified or anonymized. Upon said demand for data that is not de-identified or anonymized, CONTRACTOR shall 1) notify the COUNTY Contract Administrator (identified herein) of all details regarding the demand; 2) explain to the demanding party that the request has been directed to the COUNTY and communicate appropriate COUNTY contact information; 3) follow COUNTY's lawful direction regarding the response to said demand; and 4) perform any other reasonable tasks necessary to expedite fulfillment of the demand.

If CONTRACTOR (or its subcontractor) has access to or possession/control of Data (as defined in the DEFAULT AND CANCELLATION/TERMINATION provisions below), CONTRACTOR shall safeguard and protect the Data in accordance with generally accepted industry standards, all laws, and all applicable COUNTY policies, rules and direction. To the extent of any inconsistency between accepted industry standards and COUNTY policies, rules and directions, CONTRACTOR shall notify COUNTY of the inconsistency and follow COUNTY direction. CONTRACTOR shall immediately notify COUNTY of any actual or suspected security breach or unauthorized access to Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying CONTRACTOR's indemnification obligations herein.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" by CONTRACTOR does not necessarily make the data protected as such under any applicable law.

12. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably 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 CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

13. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.

- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CONTRACTOR, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.
- C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request. For clarification and not limitation of the provisions in Section 15(E), none of the following constitutes assent by COUNTY to a contract between CONTRACTOR and a subcontractor, or a waiver or release by COUNTY of CONTRACTOR's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between CONTRACTOR and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.
- D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and CONTRACTOR shall comply with all other provisions of that statute.
- E. CONTRACTOR shall notify COUNTY in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. COUNTY reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

14. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.
- D. The parties intend that this Agreement will not benefit or create any right, right of enforcement or cause of action in or on behalf of any third-party, person or entity other than CONTRACTOR or COUNTY (including but not limited to Motley Rice).

15. DEFAULT AND CANCELLATION/TERMINATION

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless CONTRACTOR's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CONTRACTOR.
- B. For purposes of this subsection, "Data" means any data or information, and any copies thereof, created by CONTRACTOR or acquired by CONTRACTOR from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or



representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

Upon expiration, cancellation or termination of this Agreement:

1. At the discretion of COUNTY and as specified in writing by the Contract Administrator, CONTRACTOR (and its subcontractor) shall deliver to the Contract Administrator all Data so specified by COUNTY except to the extent required by the applicable rules of professional conduct.
  2. Except to the extent required by law, required by the applicable rule of professional conduct, or as agreed to by COUNTY in writing, COUNTY shall have full ownership and control of all such Data. Except to the extent required or permitted by law or the Minnesota Rules of Professional Responsibility, or as agreed to by prior written consent of the parties, CONTRACTOR (including subcontractor) shall not, without the prior written consent of COUNTY or unless required by law, use any of the Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such Data, except that CONTRACTOR (including subcontractor) may use Data not related solely to COUNTY in opioid litigation on behalf of other clients, without the prior written permission of the COUNTY to the extent permitted by law and relevant protective orders or confidentiality agreements..
  3. Except to the extent required by law required by the applicable rule of professional conduct, or as agreed to by COUNTY, CONTRACTOR (and subcontractor) shall not retain any Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, CONTRACTOR (and subcontractor) shall, upon COUNTY's request, certify destruction of any Data so specified by COUNTY.
- C. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. Following notice from COUNTY of the claimed breach and damage, CONTRACTOR and COUNTY shall attempt to resolve the dispute in good faith.

- D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. This Agreement may be canceled/terminated with or without cause by COUNTY upon thirty (30) day written notice.
- G. CONTRACTOR has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

16. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

17. CONTRACT ADMINISTRATION

In order to coordinate the services of CONTRACTOR with the activities of the Hennepin County Attorney's Office so as to accomplish the purposes of this Agreement, Dan Rogan, Civil Division Manager, or his successor/designee ("Contract Administrator"), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CONTRACTOR.

18. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, CONTRACTOR shall comply with all applicable conditions of the specific referenced or attached grant.

- C. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.

19. PAPER RECYCLING

COUNTY encourages CONTRACTOR to develop and implement an office paper and newsprint recycling program.

20. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to CONTRACTOR shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CONTRACTOR's Form W-9 provided to COUNTY.

21. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement or with interests adverse to COUNTY regarding the Services or the Subject matter thereof, including but not limited to a conflict of interest as defined by Rules 1.7 through 1.11 of the Minnesota Rules of Professional Conduct.

Notwithstanding the foregoing, CONTRACTOR may represent other clients in other matters, including but not limited to litigation, administrative proceedings, lobbying activities, even if said representation of such clients may be or become directly adverse to COUNTY interests if and only if said other matters are not substantially related to the Services or the subject matter thereof. CONTRACTOR agrees that, prior to said representation, it must receive a written determination from the Contract Administrator (as defined herein) that no conflict exists, or in the alternative, a determination that the conflict is waived before undertaking the other engagement or representation.

Upon termination or expiration of the Agreement, the CONTRACTOR must receive permission from the COUNTY before undertaking representation of a client with interests adverse to the COUNTY with regard to the Services or the subject matter thereof. In such event, the Contract Administrator will make all final determinations concerning whether a conflict of interest exists, and if so, the COUNTY in consultation with the Contract Administrator will decide if it will be waived.

CONTRACTOR agrees to be bound by the COUNTY's decision with regard to resolution of any potential conflict of interest.



22. MEDIA OUTREACH

CONTRACTOR shall notify COUNTY, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, CONTRACTOR (i) that reference or otherwise use the term "Hennepin County," or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the services performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

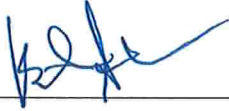
23. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

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## COUNTY BOARD AUTHORIZATION

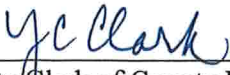
Reviewed for COUNTY by  
the County Attorney's Office:

  
\_\_\_\_\_  
Date: 12/6/17


COUNTY OF HENNEPIN

STATE OF MINNESOTA

By:   
\_\_\_\_\_  
Chair of Its County Board

ATTEST:   
\_\_\_\_\_  
Deputy Clerk of County Board

Date: 12.7.17

By:   
\_\_\_\_\_  
~~Assistant/Deputy/County Administrator~~  
~~Department Director of~~

Date: 12/7/17

### CONTRACTOR

CONTRACTOR warrants that the person who  
executed this Agreement is authorized to do so on  
behalf of CONTRACTOR as required by applicable  
articles, bylaws, resolutions or ordinances.\*

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*CONTRACTOR shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CONTRACTOR returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.

**COUNTY BOARD AUTHORIZATION**

Reviewed for COUNTY by  
the County Attorney's Office:

COUNTY OF HENNEPIN

STATE OF MINNESOTA

\_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair of Its County Board

ATTEST: \_\_\_\_\_  
Deputy/Clerk of County Board

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Assistant/Deputy/County Administrator  
Department Director of \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

CONTRACTOR warrants that the person who  
executed this Agreement is authorized to do so on  
behalf of CONTRACTOR as required by applicable  
articles, bylaws, resolutions or ordinances.\*

By:  \_\_\_\_\_

Printed Name: MARK J. BRIOL

Printed Title: President

Date: 12/5/17

\*CONTRACTOR shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CONTRACTOR returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.