

MEETING DATE: September 12, 2019

TITLE: Approval of Phase II Amendment to IT Consultant Contract

RESOLUTION NUMBER: 19-080

PREPARED BY: Cathy Reynolds

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TELEPHONE: 952-641-4503

REVIEWED BY: Administrator Counsel Program Mgr. (Name): _____
 Board Committee Engineer Other:

WORKSHOP ACTION:

<input type="checkbox"/> Advance to Board mtg. Consent Agenda.	<input type="checkbox"/> Advance to Board meeting for discussion prior to action.
<input type="checkbox"/> Refer to a future workshop (date): _____	<input type="checkbox"/> Refer to taskforce or committee (date): _____
<input type="checkbox"/> Return to staff for additional work.	<input type="checkbox"/> No further action requested.
<input checked="" type="checkbox"/> Other (specify): Final Action on September 12, 2019	

PURPOSE or ACTION REQUESTED:

Staff is seeking Board’s approval of the Amendment to the IT Consultant contract for Phase II work in 2019 and 2020.

PROJECT/PROGRAM COST:

Fund name and number: 100-1003 (Information Technology)
2019 Current Budget: \$100,000 for IT Consultant and Systems
2020 Proposed Budget: \$181,332 for IT Consultant and Systems
2019 Expenditures: \$11,006.50
Requested amount of funding: \$29,500 in 2019 and \$60,000 in 2020
Is a budget amendment requested? no

PAST BOARD ACTIONS:

- February 28, 2019 Authorization to release the RFQ for the IT Consultant (Resolution 19-021)
- April 11, 2019 Approved WSB as the IT Consultant and authorized the District Administrator to enter into contract negotiations (Resolution 19-047)
- May 9, 2019 Approval of IT Consultant Contract (Resolution 19-052)

SUMMARY:

The District’s 2017 Strategic Alignment Plan identified the need for IT investment planning to enhance internal workflow and interaction with the public. In furtherance of this strategic goal, the District established a cross-functional IT team in July 2018 to develop a course of action to improve the District’s information technology usage.

The IT Team conducted a business analysis to evaluate the District technology use to identify current business function workflows, how the workflows currently use technology, and how they could be improved with additional technological investment. This analysis produced wire diagrams and flow charts showing the process steps for each function, the intersection of the functions to support organizational collaboration and were used to develop a flow chart to show how data and information moves through the organization. The results of the business analysis were used to refine the goals and needs of the organization and to develop the RFQ. The materials from the analysis will be further utilized to onboard the IT Consultant.

Through the business analysis process the goals for the IT update were refined and established as:

- Improve the quality of analysis, planning, and decision making of the organization;
- Streamline business processes and improve efficiency;
- Integrate and align intradepartmental workflow; and,
- Improve transparency, accountability and customer service.

On February 28, 2019 the Board of Managers approved the release of the RFQ for an IT Consultant. The consultant will work collaboratively with the IT Team to help the District with the IT update, more specifically the consultant will assist with the:

- Identification of systems/software to support the organization's identified business functions and processes
- Testing, selection and development of the systems in conjunction with District staff
- Phasing of implementation
- Integration of systems in a cohesive manner ensuring project integration and coordination
- Implementation and sustainment budget planning
- User/staff training on the processes and procedures for integration of the systems.

On April 3, 2019 the IT Team with the District Administrator and the Board Liaison (Manager Olson), interviewed three vendors for the IT consultant contract. Based on the responses to the RFQ and the interviews the IT Team recommended to the Board that WSB be selected as the IT Consultant.

On April 11, 2019 the Board reviewed the IT Teams recommendation to select WSB as the IT consultant and approved the selection authorizing the District Administrator to enter into contract negotiations.

On May 9, 2019 the Board approved the contract with WSB for IT consulting services for Phase I work which included:

- Project initiation and scoping
- Initial system identification
- Refine system requirements
- Risk management workshop
- Developing timeline and initial system phasing recommendations
- Budget estimate.

The work under Phase I was to be completed on an hourly basis for an amount not to exceed \$38,904.

On August 8, 2019 the IT Team with WSB presented the findings and recommendations from the Phase I work to the OPC.

The Phase II timeline and recommendations included:

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- Remainder of 2019: Implementing an Enterprise level GIS platform to form the foundational backbone for the remainder of the IT update.
- Remainder of 2019: Review and selection a permitting system with final selection and implementation rolling into 2020
- 2020: Review, select and implement water quality monitoring technology
- 2020 into 2021: Evaluate, review and select an Enterprise Resource Planning (ERP) system

While the timeline presented in the report is the recommended timeline, it is further recommended that the process remain flexible to allow for the continued implementation in a manner that minimizes change fatigue, maximizes end-user adoption, and aligns with budget considerations. Attachment 1 depicts the recommend timeline.

The budget recommendation for Phase II work included \$60,000 for 2019 and \$181,332 for 2020. Of these amounts the recommended budget for IT Consultant work was \$29,500 in 2019 and \$60,000 in 2020. There is a recommendation for a \$15,000 general contingency for additional consulting and/or software purchases in 2020 to support the flexible process of Phase II. The budget estimate for 2021 will continue to be developed based on the update process and system selections.

In order to continue the work on the IT update, Staff is seeking the Board's approval of an Amendment to the IT Consultant Contract for Phase II work. Phase II work will include:

- System evaluation and selection
- System Implementation
- Enterprise GIS Implementation/Consulting
- Coordination of selected systems with GIS and Website
- Continued development and refinement of a long range budget

Following each system evaluation and selection process, the Board will review and consider approval of final vendor recommendation. This recommendation will include vendor scope of services, and IT Consultant scope of services based on vendor service gaps, along with associated budget and level of effort.

Based on the Phase I budget recommendations staff is recommending the Phase II contract amendment be approved as an hourly not to exceed contract in the amount of \$29,500 in 2019 and \$60,000 in 2020. Staff is further recommending that the Board authorize the District Administrator to approve additional expenditures in an amount not to exceed \$15,000. These additional expenditures for consulting can only be approved upon prior written request of the Consultant with a detailed explanation for the use of the additional funds. The needs for these funds for consulting will be weighed against the need of the funds for system purchase and implementation with the funds to be used in a manner most consistent with the needs and goals of the overall IT update.

Attachment:

1. Phase II Timeline Diagram
2. Amendment to IT Consultant Contract
3. Original IT Consultant Contract

RESOLUTION

RESOLUTION NUMBER: 19-080

TITLE: **Approval of Phase II Amendment to IT Consultant Contract**

WHEREAS, in February of 2017 the Minnehaha Creek Watershed District adopted a strategic plan to achieve its mission of protecting and improving land and water by building green infrastructure, and changing local, regional and state policy to further integrate land and water planning; and

WHEREAS, a critical component in operationalizing this strategy is the effective deployment of technology; and

WHEREAS, the goals of the comprehensive IT update are as follows:

- Improve the quality of analysis, planning, and decision making of the organization
- Streamline business processes and improve efficiency
- Integrate and align intradepartmental workflow
- Improve transparency, accountability and customer service

WHEREAS, at the May 7, 2018 Operations and Programs Committee, staff presented a proposal to address organization IT needs by contracting with an IT consultant to facilitate the evaluation and implementation of IT systems; and

WHEREAS, in July 2018 staff assembled a cross-functional IT team to analyze the District's IT needs, facilitate the development of a request for qualifications (RFQ) for IT consulting, and inform implementation priorities; and

WHEREAS, in September 2018, the MCWD Board of Managers appointed Managers Shekleton and Olson to serve as liaisons to the IT team; and

WHEREAS, in November 2018 the IT team completed a comprehensive business analysis which evaluated inter- and intra-departmental workflow and movement of information to identify the areas where investment in IT will enhance organizational efficiency; and

WHEREAS, on February 28, 2019 the MCWD Board of Managers approved the release of a RFQ for an IT Consultant; and

WHEREAS, on April 3, 2019 the IT Team, District Administrator and Board Liaison interviewed selected vendors; and

WHEREAS, on April 11, 2019 the Board selected WSB as the IT Consultant and authorized the District Administrator to enter into contract negotiations; and

WHEREAS, on May 9, 2019 the Board approved the IT Consultant contract with WSB for Phase I of the IT update; and

WHEREAS, on August 8, 2019 the IT Team and WSB presented the findings, recommendations, and budget estimates for Phase II of the IT update to the Operations and Programs Committee; and

WHEREAS, Phase II IT Consulting work is estimated to cost \$29,500 in 2019 and \$60,000 in 2020; and

WHEREAS, a general contingency estimate of \$15,000 was included in the Phase I recommendations for consulting or systems depending on the needs and progress of the Phase II work.

NOW, THEREFORE, BE IT RESOLVED, the Minnehaha Creek Watershed District, Board of Managers hereby approves the amendment to the contract, with any minor changes approved by District Counsel, with WSB for IT Consulting services for Phase II of the IT update and authorizes the District Administrator to sign the contract for an amount not-to-exceed \$29,500 in 2019 and \$60,000 in 2020.

BE IT FURTHER RESOLVED, the Minnehaha Creek Watershed District, Board of Managers hereby authorizes the District Administrator to approve the expenditure of up to \$15,000 of the general contingency for the IT update in 2020 for IT Consulting services when weighed against the need of the funds for system purchase and implementation with the funds to be used in a manner most consistent with the needs and goals of the overall IT update.

Resolution Number 19-080 was moved by Manager _____, seconded by Manager _____.
Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: _____.

Secretary Date: _____

Attachment 1

2019				2020				2021
Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
RFP								
	PHASE 1							
		PHASE 2						
			PHASE 2A					
				PHASE 2B				
					PHASE 2C & D			

PHASE 1: DISCOVERY & ANALYSIS

PHASE 2: GIS IMPLEMENTATION

PHASE 2A: PERMITTING - VENDOR REVIEW, SELECTION & IMPLEMENTATION

PHASE 2B: DATA COLLECTION REVIEW - SELECTION & IMPLEMENTATION

PHASE 2C & 2D: ERP VENDOR REVIEW - SELECTION & IMPLEMENTATION

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**AMENDMENT
TO THE MAY 17, 2019
INFORMATION TECHNOLOGY CONSULTANT CONTRACT
BETWEEN MINNEHAHA CREEK WATERSHED DISTRICT AND WSB**

On May 17, 2019 the Minnehaha Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (MCWD), and WSB & Associates, Inc. d/b/a/ WSB, a Minnesota corporation (“CONSULTANT”) entered into an agreement for the provision of information technology consulting (“AGREEMENT”).

The parties agree to amend the AGREEMENT as follows:

1. Scope of Work

Paragraph 1b of the Agreement is deleted and replaced with the following:

b. Phase II: CONSULTANT will perform the work described in the Phase II Scope of Services attached to and incorporated into this amendment as Exhibit B-2. Exhibit B to the AGREEMENT is deleted and replaced with Exhibit B-2. Exhibit B-2 is incorporated into the AGREEMENT and its terms and schedules are binding on CONSULTANT as a term thereof.

2. Compensation

Paragraph 5b of the Agreement is deleted and replaced with the following:

b. Phase II: MCWD will compensate CONSULTANT for the Scope of Services detailed in Exhibit B-2 (Phase II) on an hourly basis plus any direct costs. The total payment for Phase II will not exceed \$29,500 in 2019 and \$60,000 in 2020. Total payment 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.

All other terms and conditions of the original agreement dated May 17, 2019 remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be executed.

CONSULTANT

By _____
Its _____

Date: _____

Approved as to Form and Execution

MCWD Attorney

MINNEHAHA CREEK WATERSHED DISTRICT

By _____
Its: District Administrator

Date: _____

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**Amended
Exhibit B-2**

**Scope of Services
Phase II**

System Evaluation and Selection

Utilizing the functional requirements, business functions, and phasing timeline identified in Phase I, WSB will lead MCWD staff in an in-depth review of short listed vendors. Ensure that systems and service agreements meet the goals and objectives of the comprehensive technology update. A priority focus will be on commercial off the shelf systems (COTS).

Deliverables:

- Vendor Short-list Review and Selection
 - Coordinate with MCWD and Vendors for evaluation scheduling and content
 - Assist with review and refinement of current vendor list for in-depth demonstrations and evaluations
 - Develop vendor evaluation criteria to ensure objective and subjective feedback from evaluations
- Vendor Demonstrations and Review
 - Facilitate vendor demonstrations and evaluations with key MCWD staff (IT team and other critical staff)
 - Conduct review of vendor demonstrations and evaluate results
- Vendor Proposal Request, Review, and Selection
 - Facilitate proposal request from vendor and review with MCWD staff for final vendor selection
 - Facilitate final vendor review and selection process with MCWD staff; demonstration review, evaluation scoring, proposal review, assist staff with the preparation of the recommendation for the MCWD Board of Managers
- Scope of services/contract negotiations
 - Assist MCWD with defining scope of services and contract language with selected vendor(s)

System Implementation

Manage the implementation process of selected vendors ensuring goals, timelines and deliverables are being met. Ensure that data integration and system compatibility is being fully

integrated into the implementation. Provide bi-weekly updates to MCWD to ensure transparency, identify risk, and avoid project delays.

Deliverables:

- **Project Management**
 - Manage vendor scope of services to ensure agreed upon deliverables are being met, coordinate project schedules to ensure timeline remains on-track, assist MCWD project sponsor with reconciling implementation budget, provide implementation status updates to project sponsor/leadership, alert project sponsor/team to any potential project issues or delays, elevate project issues to project sponsor for decision/resolution
 - Develop detailed scope of services for individual system implementations including budget and level of effort to be presented to the MCWD Board of Managers in conjunction with system recommendations
- **User Acceptance Testing**
 - Assist in the development of a thorough product testing plan, facilitate product testing/re-testing with MCWD staff, document bugs/issues, monitor development of recommended solutions, manage solution implementation with vendor, and document resolutions
- **System Documentation**
 - Document product configurations, processes and decisions that impact the setup and use of the system
- **User Training**
 - Assist with the development of end-user training plans and materials, coordinate MCWD staff training and monitor staff system questions/issues during and immediately after “go-live”, in order to update training materials
- **Go-live Support**
 - Provide on-premises/local support for MCWD staff during and immediately after “go-live” including troubleshooting, vendor support contacts, technical issue resolution, additional/ad-hoc end-user training
- **Project Updates and Status Reports**
 - Provide implementation team and project sponsor with regular project updates highlighting milestones/progress, issues/potential issues, work completed in previous period and work to be done in next period.

Enterprise GIS Implementation/Consulting

Implement ArcGIS Enterprise on MCWD’s infrastructure. Work with MCWD’s GIS technician, IT staff, and IT managed service provider throughout the update process to implement a secure, scalable, and stable ArcGIS Enterprise base deployment. This includes support for the installation and configuration of Portal for ArcGIS, ArcGIS Server, ArcGIS Data Store, ArcGIS Web Adaptor, and Microsoft SQL Server. The implementation will be accessible outside of MCWD’s

network over the Internet. Provide focused ArcGIS Enterprise training for MCWD's GIS technician and assist with the migration of MCWD's existing datasets to ArcGIS Enterprise.

Deliverables:

- ArcGIS Enterprise deployment on MCWD's infrastructure
- Federated ArcGIS Server Site
- ArcGIS Enterprise Geodatabase migration
- System diagram/documentation
- GIS Technician Training
- Go-Live Support
- Post-go live technical support

Assist MCWD in achieving its GIS goals of centralizing data resources, improving collaboration and customer service, streamlining field operations, increasing public engagement, and supporting cross-platform integrations through the implementation of an Enterprise GIS system.

Deliverables:

- Centralized GIS data content management strategy
 - Portal for ArcGIS content management guidelines
 - MCWD GIS content sharing best practices
 - Third party GIS content sharing and management best practices
 - Guidelines for consuming content in web applications and ArcGIS Pro
 - Guidelines on how non-GIS staff can manage their own content
- Data privacy and sharing guidelines
- Deployed mobile solution using ESRI's field apps
 - ArcGIS Collector or Survey123 app depending on the identified workflow/need
- ArcGIS Pro adoption plan for Desktop GIS
- Web Mapping application(s) to replace existing priority Desktop maps

Coordination of Systems with GIS and Website

To achieve parallel implementation of the District's website, GIS, and selected systems, CONSULTANT will work closely with MCWD's GIS technician and website developer throughout project scoping, requirements gathering, vendor selection, and implementation processes. Parallel implementation of the updated District website and GIS systems will require close coordination between the cross-functional teams.

Deliverable:

- Coordinated implementation of GIS and website with systems selected through the comprehensive IT update
 - Maintain open line of communication with web developer to ensure GIS and other systems are integrated into website effectively and on schedule
- Update of and integration of MCWD's existing mapping application and related functionality with the new website

Develop Long Range Budget Plan

Utilizing the products from Phase I and the 2020 budget estimate, continue with budget planning to refine the 2021 budget estimate and a long range budget plan for the full implementation of the comprehensive IT update and sustainment of the update looking at ongoing license and maintenance needs of the systems implemented.

Deliverable:

- Long range budget plan
 - Evaluate and update long range budget planning throughout the vendor selection and implementation process to ensure viable budget planning

2019 Budget

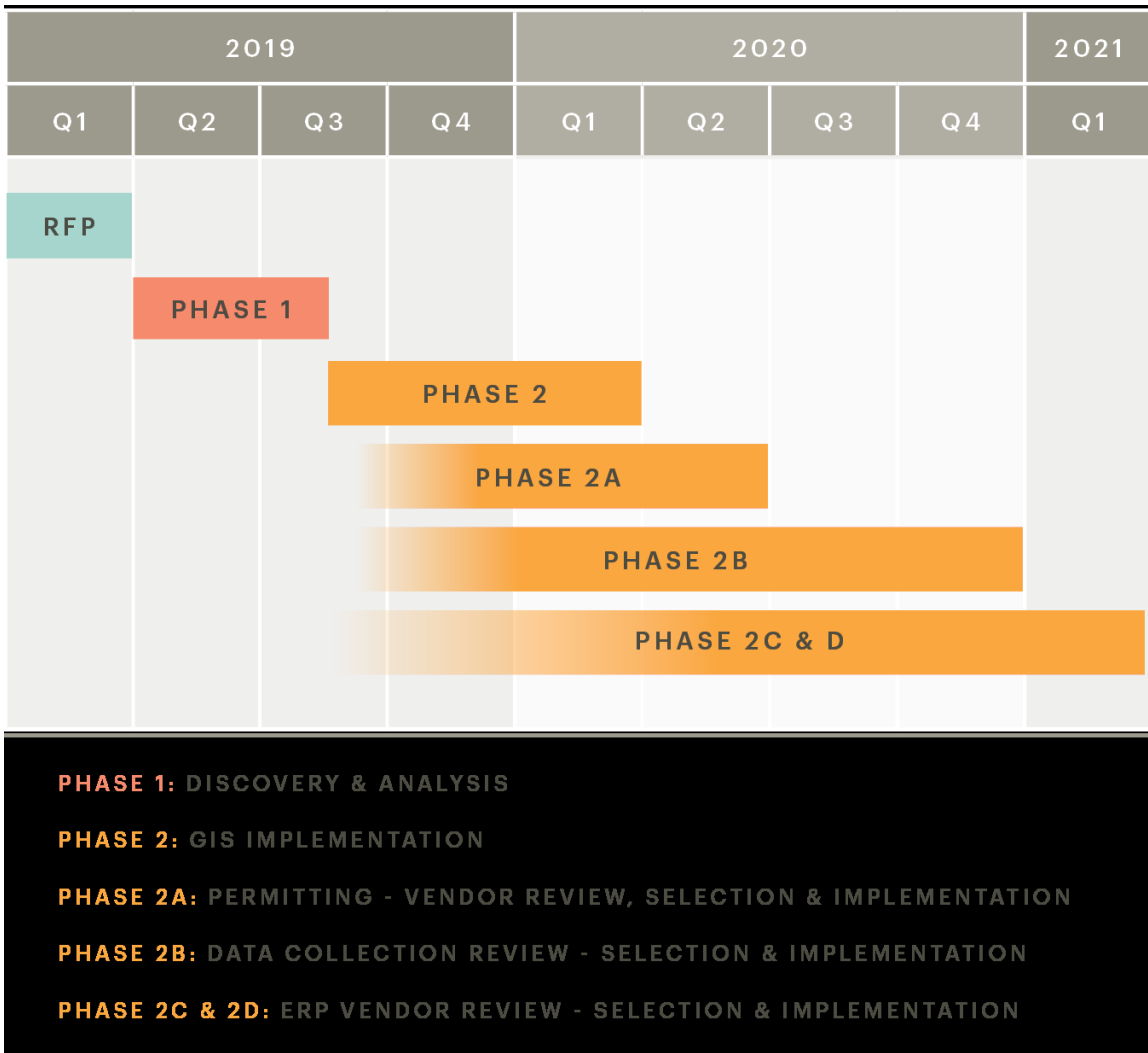
Budget Item	Amount	Services
GIS Consulting/Vendor Selection Consulting	\$19,500	System Evaluation & Selection, Long-range Budget Planning, Website/GIS Coordination, GIS platform transition and solutions development
GIS Implementation	\$10,000	Enterprise GIS Implementation
Total	\$29,500	

2020 Budget

Budget Item	Amount	Services
GIS Consulting	\$10,000	Development of field data collection tools, third-party integrations, advanced data modeling, additional solution/application development
Permitting Consulting	\$10,000	System Evaluation & Selection, System Implementation, GIS and Website integration coordination
Data Collection & Analytics	\$15,000	System Evaluation & Selection, System Implementation, GIS and Website integration coordination
General Consulting	\$25,000	Possible additional work on named items and initial review on ERP systems, Long Range Budget Planning, Supplement services for selected vendor service gaps
Total	\$60,000	

Project Phasing

A multi-year phased approach is being adopted to implement the technology solutions desired by MCWD. This phased approach is developed to increase the likelihood of successful implementations, end-user adoption and to minimize institutional change fatigue. Figure 1 illustrates a high-level multi-year approach. While the general phasing represented in Figure 1 is the recommended phasing, the process will remain fluid based on organizational needs, decision making, budget and change fatigue.



**AGREEMENT BETWEEN
MINNEHAHA CREEK WATERSHED DISTRICT and
WSB & Associates, Inc
d/b/a/ WSB**

Information Technology Consultant

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 WSB & Associates, Inc. d/b/a/ WSB, 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

a. Phase I: CONSULTANT will perform the work described in the 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.

b. Phase II: It is anticipated that work will continue into Phase II under the terms of this contract. Exhibit B outlines the scope of services anticipated during Phase II. A contract amendment will be negotiated to further define the scope of services in Phase II and authorize Phase II work to commence. No work in accordance with Exhibit B will be completed until authorized in writing by MCWD.

c. 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. Consultant agrees to comply with all agreed upon deadlines and to perform the work in an expedient manner.

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 or a subcontractor 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 and indemnify under this agreement.

4. Duty of Care; Indemnification

CONSULTANT shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. CONSULTANT will hold harmless and indemnify MCWD, its officers, board members, employees and agents actions, costs, damages and liabilities arising from; and hold each such party harmless, and indemnify it, to the extent caused by: (a) CONSULTANT's negligent acts, errors and omission, or breach of a specific contractual duty; or (b) a subcontractor's negligent acts, errors and omissions, or breach of a specific contractual duty owed by CONSULTANT to MCWD. For any claim subject to this paragraph by an employee of CONSULTANT or a subcontractor, 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 a subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

5. Compensation

a. Phase I: MCWD will compensate CONSULTANT for the Services detailed in Exhibit A (Phase I) on an hourly basis plus any direct costs. The total payment for Phase I will not exceed \$38,904. Total payment 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.

b. Phase II: It is expected that work will continue into Phase II. The terms of compensation for Phase II work will be negotiated and authorized in an amendment to this contract

c. 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. Subcontractor fees and subcontractor direct costs, as incurred by CONSULTANT, will be reimbursed by MCWD at the rate specified in MCWD's written approval of the subcontract.

d. 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

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 indemnify and hold harmless; 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 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 million, each occurrence and aggregate, covering both CONSULTANT's work and completed operations on an occurrence basis and including contractual liability.
- B. Professional liability: \$1 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.

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, along with a copy of the additional insured endorsement establishing coverage for CONSULTANT's work and completed 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 put forth reasonable professional efforts to comply with the laws and requirements of 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, 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.

Any use or re-use of documents generated by CONSULTANT in performing the Services by the MCWD or others without written consent, verification or adaptation by the CONSULTANT except for the specific purpose intended will be at the MCWD's risk and full legal responsibility and MCWD expressly releases all claims against CONSULTANT arising from re-use of documents generated by CONSULTANT in performing the Services without Consultant's written consent, verification or adaptation.

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.

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, materials and data, both hard copy and electronic, 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:

John Mackiewicz, Principal

WSB
701 Xenia Ave S, Suite 300
Minneapolis, MN 55425

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

14. Choice of Law; Venue

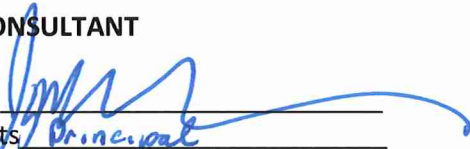
This agreement will be construed under and governed by the laws of the State of Minnesota. Venue for any action will lie in Hennepin County.

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 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 Principal

Date: 5-10-2019

Approved as to Form and Execution

MCWD Attorney

MINNEHAHA CREEK WATERSHED DISTRICT

By 
Its ADMINISTRATOR

Date: 5-17-19

Exhibit A
Scope of Services
Phase I

Project Initiation and Scoping

This phase of the project will include team meetings between MCWD and CONSULTANT to understand the business analysis, goals, and high-level requirements of the project. Through these meeting the scope of the project will be defined stakeholders and team members aligned with the goals, objectives and outcomes for the project.

Deliverable: Scope and timeline for Phase I

Initial System Identification

Review range of technology systems available to gain an understanding of product capabilities and features. Start the development of a list of viable vendors for review against system requirements.

Deliverable: Short list of viable vendors

Refine Requirements and Viable Vendors

Hold workshops, interviews, and learning sessions with MCWD to further identify and document functional requirements for business functions identified through the business analysis. Identify system requirements for use through vendor/system selection.

Deliverable: Criteria for vendor selection

Risk Management Workshop

Conduct two (2) Risk Management Workshops with MCWD staff to identify potential risks that might impact project completion and develop a plan to mitigate the risks. Focus of the risk management workshop will be:

- Identifying risk to implementing the strategic plan
- Rating the likelihood that the risk event will occur and the impact of the risk event
- Developing strategies to mitigate the risk

Deliverable: Risk Management Plan

Timeline and Initial System Phasing

Develop an initial timeline for Phase II implementation and system phasing. This document will define the order and process of systems implementation. This document will form the basis for understanding the impact on staff involvement and budget development. This document should also be capable of communicating to the MCWD Board of Managers and other interested parties the scope and impact of the comprehensive technology update.

Deliverable: Technology update timeline and initial system phasing recommendations

2020 Budget Recommendation

Develop a detailed budget for 2020 including costs for software purchases, license/maintenance costs, hardware costs, and consulting services. The estimate for consulting services will include project management, system selection, implementation & integration needs, platform and system analysis, user acceptance testing, training and go-live support for each system to be implemented. CONSULTANT will furnish a draft budget recommendation to MCWD staff by **July 15, 2019**.

Deliverable: 2020 Budget Estimate

MCWD Board Presentation

Consultant will prepare a final report summarizing the findings during Phase I and the recommended direction, timeline and budget for implementing Phase II and present, in conjunction with MCWD staff, the findings to the Board of Managers on **August 8, 2019**. This report will focus on how this plan will achieve the goals of the MCWD and the return on investment that the board will see through this initiative. It will also highlight the value of the effort MCWD staff have already put into their business analysis to prepare for this comprehensive technology update, high-level priorities, timelines and phasing, systems and recommendations and initial budget analysis with recommendations for moving forward into 2020 and beyond.

Consultant will create a draft presentation, present the draft to MCWD staff on or before **July 29, 2019**, and then revise the presentation based on staff feedback for presentation to the board.

Deliverable: Board Presentation

Coordination of Systems with GIS and Website

To achieve the goal of parallel implementation of website and GIS systems, Consultant will work closely with MCWDs GIS technician and website developer throughout project scoping, requirements gathering, vendor selection and implementation processes. Parallel

implementation of the updated District website and GIS systems will require close coordination between the cross-functional teams.

Deliverable: Coordinated implementation of GIS and website with comprehensive IT update

Phase I Budget

	Rate Per Hour	Anticipated Phase I Hours	Phase I Cost
Technology Strategy Development	\$185	36	\$ 6,660
Project Manager	\$185	16	\$ 2,960
Application Specialist	\$133	172	\$ 22,876
Application Support Specialist	\$72	36	\$ 2,592
Solutions Architect	\$159	24	\$ 3,816
Total		284	\$ 38,904

Exhibit B
Scope of Services
Phase II

The Phase II scope of services and budget will be refined through the Phase I process. A contract amendment will be executed to refine the Phase II scope of services. Phase II is anticipated to start in August 2019 and extend into 2020 and possibly beyond. The work included in Phase II is anticipated to be:

System Identification and Selection

Utilizing the functional requirements and prioritized timeline identified in Phase I work with MCWD staff in the identification and selection of vendors for system implementation. Ensure that systems and service agreements meet the goals and objectives of the comprehensive technology update. A priority focus will be on commercial off the shelf systems (COTS).

Deliverable: Vendor selection

System Implementation

Manage the implementation process of selected vendors ensuring goals, timelines and deliverables are being kept. Ensure that data integration and system compatibility is being fully integrated into the implementation. Provide bi-weekly updates to MCWD to ensure transparency and to head off risk or project delays.

Deliverables:

- Implemented systems
- User Acceptance Testing
- System Documentation
- User Training
- Go-live Support

Coordination of Systems with GIS and Website

To achieve the goal of parallel implementation of website and GIS systems, Consultant will work closely with MCWDs GIS technician and website developer throughout project scoping, requirements gathering, vendor selection and implementation processes. Parallel implementation of the updated District website and GIS systems will require close coordination between the cross-functional teams.

Deliverable: Coordinated implementation of GIS and website with comprehensive IT update

Develop Long Range Budget Plan

Utilizing the products from Phase I and the 2020 budget estimate, continue with budget planning to develop a long range plan for the full implementation of the comprehensive IT

update and sustainment of the update looking at ongoing license and maintenance needs of the systems implemented.

Deliverable: Long range budget plan

Cathy Reynolds

From: Michael Welch <Welch@smithpartners.com>
Sent: Thursday, May 16, 2019 3:52 PM
To: Cathy Reynolds
Cc: James Wisker
Subject: RE: IT Consultant contract

Cathy,

The agreement is fine as to form and, on your representation for James that the agreement bears the WSB representative's original signature , execution; James can go ahead and sign.

---Michael

From: Cathy Reynolds [mailto:creynolds@minnehahacreek.org]
Sent: Wednesday, May 15, 2019 8:21 AM
To: Michael Welch
Subject: IT Consultant contract

Michael,

Can you please sign the attached IT Consultant contract and scan and send the signature page back to me so James can sign. Your previous comments were reviewed with James and incorporated as he felt appropriate. Please let me know if you have any questions.

Thank you,
Cathy

Operations Manager
Minnehaha Creek Watershed District
15320 Minnetonka Blvd.
Minnetonka, MN 55345
D: 952-641-4503
C: 952-412-5892
F: 952-471-0682
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MINNEHAHA CREEK
WATERSHED DISTRICT