

PERSONAL/PROFESSIONAL SERVICE AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Medical Examiner, 14250 County Road 62, Minnetonka, Minnesota 55345 (“COUNTY”), and Parabon NanoLabs, Inc. 11260 Roger Bacon Drive, Suite 406, Reston, Virginia 20190, a C-corporation organized under the laws of Delaware (“CONTRACTOR”).

The parties agree as follows:

1. **TERM AND COST OF THE AGREEMENT**

This Agreement shall commence on August 1, 2025, and expire on July 31, 2030, unless terminated earlier in accordance with the provisions herein.

The total cost of this Agreement, including all reimbursable expenses, shall not exceed One Hundred Seven Thousand Dollars and No Cents (\$107,000).

2. **SERVICES TO BE PROVIDED**

- A. CONTRACTOR shall provide forensic artist and sculpture services in creating facial approximations, both in 2D and 3D mediums as more fully described in Attachment A.
- B. CONTRACTOR shall comply with COUNTY’s rules, policy, and direction regarding use of COUNTY facilities. COUNTY may deny CONTRACTOR access to any COUNTY facility at any time and may remove any CONTRACTOR personnel from COUNTY facilities at any time and in COUNTY’s sole discretion. CONTRACTOR shall not allow unauthorized personnel to use COUNTY facilities.

3. **PAYMENT FOR SERVICES**

CONTRACTOR shall be paid at a fixed rate for each service provided to COUNTY under this Agreement according to the pricing schedule provided in Attachment A. CONTRACTOR shall perform all services hereunder to the satisfaction of COUNTY, in accordance with the provisions herein, and in compliance with applicable law. If COUNTY determines that CONTRACTOR has not complied with the foregoing, COUNTY shall not have any obligation to pay CONTRACTOR for the non-complying services.

Payment for services shall be made directly to CONTRACTOR after completion of the services and upon the presentation of a claim as provided by law governing COUNTY’s payment of claims and/or invoices. CONTRACTOR shall submit invoices after services

are rendered (as evidenced by the delivery of an illustration or approximation image) on forms which may be furnished by COUNTY. Payment shall be made within thirty-five (35) days from receipt of the invoice. CONTRACTOR may sign up for electronic payment here [Substitute W-9](#). If CONTRACTOR does not elect to receive payment electronically payment COUNTY shall mail checks to:

Parabon NanoLabs, Inc.
281 N Mason St, Unit #1448
Harrisonburg, VA 22803-1448

Reimbursable expenses are limited to the actual cost for necessary expenses directly related to transporting sculptures to Minneapolis in the summers of 2026 and 2027 for annual Missing Person's Day and being present for up to five days during each event for set up, take down, and possible drawing and sculpture corrections and/or modifications. Reimbursable travel expenses may include per diem meals and lodging, ~~mileage~~, parking, and airfare. Any reimbursable expense which is other than travel expenses listed above shall require prior approval from the Contract Administrator.

Reimbursement is subject to the COUNTY's travel policy in Attachment B, which is attached hereto and incorporated herein.

Payments shall be made pursuant to the provisions herein and COUNTY's then applicable payment policies, procedures, rules and directions. COUNTY is not responsible for remedying fraudulent or unauthorized payments requested in CONTRACTOR's name.

Unless expressly approved in writing by COUNTY, CONTRACTOR shall not provide services under this Agreement without receiving a purchase order or purchase order number supplied by COUNTY. All invoices shall display a Hennepin County purchase order number and be emailed to OBF.Internet@hennepin.us or sent to the following central invoice receiving address: PO Box 1388, Minneapolis, MN 55440.

COUNTY may withhold from any payment due to CONTRACTOR any amount which is due and owing COUNTY under this or any other agreement between the parties due to overpayment or as a result of an audit.

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. During the term of the Agreement CONTRACTOR shall maintain at least one Forensic Artist having a current Forensic Artist certification by the International Association for Identification.

5. INDEPENDENT CONTRACTOR

CONTRACTOR 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 Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of applicable 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, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.
- B. COUNTY encourages CONTRACTOR to develop and implement a policy promoting diversity, equity, and inclusion in CONTRACTOR's workplace.

7. AFFIRMATIVE ACTION

- A. Exemptions. CONTRACTOR may be granted an exemption from the requirements of this Section 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 forty (40) 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 their designee granted an exemption.

- B. Requirements. In accordance with Hennepin County Board Resolution and subject to the applicable exemptions, if any, listed above, if this Agreement is for a sum over \$100,000 or is amended to exceed \$100,000, then CONTRACTOR shall abide by COUNTY's Affirmative Action requirements for COUNTY contractors. Those requirements, for purposes of this Agreement, are consistent with those imposed for state contractors pursuant to Minnesota Statutes, sections 363A.36 to .37 and Minnesota Rules, parts 5000.3200 to 5000.3600.
- C. Compliance; Remedies. Unless CONTRACTOR qualifies for an exemption (above), CONTRACTOR shall demonstrate compliance by submitting and maintaining a workforce certificate from the Minnesota Department of Human Rights (MDHR), unless COUNTY provides for alternative certification. CONTRACTOR shall remain in compliance with all applicable requirements through the term of this Agreement. CONTRACTOR shall also provide all compliance documentation requested by the MDHR or by COUNTY, and shall cooperate with all compliance activities, including but not limited to site visits. 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 the MDHR, 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, 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 attorney's fees, resulting directly or indirectly from any act or omission of CONTRACTOR, a subcontractor, 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 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 these provisions.

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 term when so required, and shall cover CONTRACTOR, and others for whom and/or to whom CONTRACTOR may be liable, for liabilities in connection with work performed for or on behalf of COUNTY, its agents, representatives, employees or contractors. CONTRACTOR is required to have and keep in force the following minimum insurance coverages or CONTRACTOR's actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

	REQUIRED INSURANCE COVERAGES	MINIMUM
<u>(1)</u>	<p><u>Commercial General Liability (CGL)</u></p> <p>General Aggregate Products—Completed Operations Aggregate Personal and Advertising Injury Each Occurrence—Combined Bodily Injury and Property Damage</p> <p>Coverage shall be on an occurrence basis and include contractual liability coverage. Coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent.</p>	<p>\$2,000,000 Not Applicable \$1,500,000 \$1,500,000</p>

<u>(2)</u>	<p style="text-align: center;"><u>Workers' Compensation and Employer's Liability</u></p> <p style="text-align: right;">Workers' Compensation</p> <p>Employer's Liability: Bodily injury by accident—Each Accident \$500,000</p> <p>Employer's Liability: Bodily injury by Disease—Policy Limit \$500,000</p> <p>Employer's Liability: Bodily injury by Disease—Each Employee \$500,000</p> <p>If CONTRACTOR is based outside the state of Minnesota, coverage must comply with Minnesota law. <i>COUNTY will accept self-insurance certificate of CONTRACTOR if CONTRACTOR is self-insured under Minnesota law.</i> 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 and submit an updated certificate.</p>	
<u>(3)</u>	<u>Professional Liability (PL/E&O)</u>	Not Applicable.
<u>(4)</u>	<u>Automobile Liability</u>	Not Applicable.
<u>(5)</u>	<u>Cyber Security and/or Privacy Liability</u>	Not Applicable.

- B. An umbrella or excess policy is an acceptable method to provide the required commercial general or automobile 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;
- (3) Persons or entities authorized to notify the carrier of a claim or potential claim; or
- (4) Mold, fungus, asbestos, pollutants or other hazardous substances.

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 ensure that all of CONTRACTOR's subcontractors (i) independently carry insurance appropriate to cover the subcontractors' exposures and that meet or exceed the Required Insurance Coverages set forth in the table above; (ii) are covered under the CONTRACTOR's policies; or (iii) or both. CONTRACTOR is responsible for monitoring its subcontractors' proof of insurance to ensure compliance with the foregoing obligations. Copies of certificates of insurance shall be maintained by CONTRACTOR and shall be supplied to COUNTY upon request.

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 and the automobile liability coverages required herein. The funding of deductibles and self-insured retentions (SIR) maintained by CONTRACTOR 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; however, in the event the insurance carrier will not issue or endorse its policy(s) to comply with the notice provision in the preceding clause, CONTRACTOR shall assume such notice obligations. If CONTRACTOR receives notice of cancellation/termination from an insurer, CONTRACTOR shall email a copy of the notice to COUNTY within two (2) 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 or, as applicable, subcontractor(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.

If CONTRACTOR's subcontractor(s) independently carries insurance in accordance with the provisions herein, CONTRACTOR shall have a written agreement with its subcontractor(s) to pass-through all of the foregoing insurance obligations.

10. DUTY TO NOTIFY

CONTRACTOR shall promptly notify COUNTY of any demand, 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 demand, 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, SYSTEMS, AND INTELLECTUAL PROPERTY

- A. 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 law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data. 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, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

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.

- B. In addition to the foregoing MGDPA and other applicable law obligations, CONTRACTOR shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, “County 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, 3D prints, 3D digital files, case file materials, imaging, videos, laboratory notes, laboratory results, medical data, or symbols, or combinations thereof.

If CONTRACTOR has access to or possession/control of County Data, CONTRACTOR shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency

between accepted industry standards and such COUNTY policies, procedures, rules and directions, CONTRACTOR shall notify COUNTY of the inconsistency and follow COUNTY direction. CONTRACTOR shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County 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.

- C. COUNTY may, in its sole discretion, grant CONTRACTOR limited access to COUNTY computer/data systems, including but not limited to COUNTY computers, networks, databases, applications and/or environments, ("County Systems") exclusively for the purposes of performing services hereunder. County Systems may be owned by COUNTY or may be licensed by COUNTY from a third party. If COUNTY grants access to County Systems, CONTRACTOR and all CONTRACTOR personnel with access to County Systems: (i) shall secure and safeguard all access and authentication information related to County Systems, including but not limited to usernames, passwords, and other applicable authentication information related to County Systems access, ("Authentication Credentials"); (ii) shall not share or distribute Authentication Credentials with any individual; and (iii) shall comply with then applicable COUNTY data practices and security policies, procedures, rules and directions when accessing and using County Systems. Compliance with such requirements is supplemental to CONTRACTOR's duty to comply with applicable law and regulations and CONTRACTOR's ordinary duty of care in such situations.

For clarification and not limitation of the foregoing, CONTRACTOR's access to County Systems shall be subject to the following: (i) CONTRACTOR shall notify all personnel with access to County Systems of the obligations imposed by this Agreement; (ii) personnel performing on behalf of CONTRACTOR shall complete COUNTY approved data practices and security training as required by COUNTY; (iii) if CONTRACTOR utilizes its own systems, software or equipment in the performance of this Agreement, the same shall meet COUNTY's technical operating and security system requirements, including but not limited to installing and/or maintaining COUNTY approved firewalls, proxies, filters and other monitors and controls; (iv) CONTRACTOR shall immediately notify COUNTY of any known or suspected County System incidents or breaches, then comply with all responsive directions provided by COUNTY; and (v) if any CONTRACTOR personnel with access to County Systems no longer requires said access and/or is no longer performing services hereunder, CONTRACTOR shall immediately notify COUNTY and ensure that said individual no longer has access to County Systems, including but not limited to deleting, eliminating and destroying all Authentication Credentials. COUNTY may terminate, deny or revoke access to County Systems at any time and without notice. Any notice required by the foregoing shall be provided to the COUNTY Contract Administrator (as identified in the CONTRACT ADMINISTRATION provisions below).

- D. CONTRACTOR confirms, transfers, assigns, and conveys to COUNTY all right, title, and interest in all intellectual property, including all work arising from and created for this project, including but not limited to sketches, images, intermediates, prototypes, renderings, and final products (including one-, two- and three-dimensional work) and the right to copy, distribute, loan, exhibit, and/or otherwise use the same, which CONTRACTOR may create, conceive, develop, or originate for COUNTY, either individually or jointly with others, and which arises out of the performance of this Agreement (“Work”), including but not limited to copyrights, patents, trade secrets, trademarks, service marks, and rights in data or other technology (“Intellectual Property Rights”). As applicable, Work shall be considered “works made for hire” as defined in the U.S. Copyright Act. To the extent any Work is not determined to be works made for hire, CONTRACTOR grants and assigns to COUNTY, without reservation, all right, title, and interest in and to said Work. As applicable and to the extent said grant and assignment does not convey all right, title, and interest to COUNTY, CONTRACTOR grants to COUNTY an unlimited, irrevocable, perpetual, royalty-free right and license to use, convey, and distribute the Work.

CONTRACTOR shall, upon request of COUNTY, execute all papers and perform all other acts necessary to assist COUNTY to establish, protect, and preserve COUNTY’s Intellectual Property Rights.

For clarification, each party shall retain ownership of intellectual property developed prior to or outside of this Agreement (“Pre-existing IP”). However, and as applicable, CONTRACTOR grants COUNTY a perpetual, irrevocable, royalty-free license to use Pre-existing IP for COUNTY’s business purposes.

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 is original Work and will not violate the United States copyright law or any property right of another.

- E. Upon expiration or termination of this Agreement:
- (1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, CONTRACTOR shall deliver to the Contract Administrator all County Data so specified by COUNTY.
 - (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits CONTRACTOR to retain copies of the County Data, CONTRACTOR shall not, without the prior written consent of COUNTY or unless required by law, use any of the County 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 County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.

- (3) Except to the extent required by law or as agreed to by COUNTY, CONTRACTOR shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, CONTRACTOR shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

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 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 herein, 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 fifty percent (50%) 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.

CONTRACTOR and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

- 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 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.

15. DEFAULT AND 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 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. 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.
- C. 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.
- D. 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.
- E. This Agreement may be terminated with or without cause by COUNTY upon thirty (30) days' written notice.
- F. If this Agreement expires or is terminated, with or without cause, by either party, at any time, CONTRACTOR shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event CONTRACTOR has performed work toward a deliverable that COUNTY has not accepted at the time of expiration or termination, CONTRACTOR shall not be entitled to any payment for said work, including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on

termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.

- G. Upon written notice, COUNTY may immediately suspend or terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or termination. In the event COUNTY suspends or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.
- H. CONTRACTOR has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or 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 or termination of this Agreement do survive such term or termination. Such provisions include but are not limited to: INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA, SYSTEMS, AND INTELLECTUAL PROPERTY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND 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 Medical Examiner so as to accomplish the purposes of this Agreement, Shawn Wilson, Operations Director, or successor ("Contract Administrator"), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CONTRACTOR.

Paula Armantrout, 703-689-9689 extension 250, paula@parabon.com shall manage the agreement on behalf of CONTRACTOR. CONTRACTOR may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email (if available) of such substitute person and of any other subsequent substitute person.

18. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CONTRACTOR shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. 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. CONTRACTOR shall immediately notify COUNTY if CONTRACTOR is debarred or suspended during the term of this Agreement.
- C. If the source or partial source of funds for payment of services under this Agreement is from federal or state monies or from a federal, state or other grant source, CONTRACTOR is bound by and shall comply with applicable law, rules, regulations, applicable documentation, other COUNTY directives relating to the source and utilization of such funds, and, as applicable, the Federal Award Contract Provisions Addendum.

19. RECYCLING

COUNTY encourages CONTRACTOR to have a single-sort recycling program or provide recycling service for at least three types of materials, which may include food waste. COUNTY also encourages CONTRACTOR to educate employees about the 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 or potential conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation. A conflict or potential conflict may, in COUNTY's discretion, be cause for termination of this Agreement.

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 its Public Relations Officer or their designee(s) and the Hennepin County Medical Examiner's Office, prior to publication or release. CONTRACTOR shall submit to COUNTY Forensic Scientist, Dr. Jessica Campbell, for review and approval, any publication, release, or occurrence of any Outreach (as defined below) at least 35 working days prior to the expected release or dissemination date. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, training, education, 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 in relation to this Agreement or the services performed hereunder; 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.

24. COOPERATIVE PURCHASING

At the time of this Agreement Hennepin County is a signature party to: (1) a Joint Powers Purchasing Agreement with the counties of Anoka, Carver, Dakota, Olmsted, Ramsey, Scott and Washington ("Metro Cooperative Members"); and (2) a Joint Powers Purchasing Agreement with other signatory organizations located within Hennepin County ("Hennepin Cooperative Members").

If agreed upon pursuant to a separate agreement between CONTRACTOR and any Hennepin or Metro Cooperative Member, the applicable Joint Powers Purchasing Agreement allows such Cooperative Member, subject to the terms of such Joint Powers Purchasing Agreement, to purchase the same or substantially similar services based upon terms that are the same or substantially similar to those set forth in this Agreement, including but not limited to price/cost. COUNTY shall have no obligation, liability or responsibility for any order or purchase made under the contract between a Hennepin or Metro Cooperative Member and CONTRACTOR.

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

{ {Sig_es_:signer3:signature} }
{ {userstamp3_es_:signer3:stamp} }

COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:

{ {Sig_es_:signer6:signature} }
{ {userstamp6_es_:signer6:stamp} }

Reviewed for COUNTY by:

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ATTEST:

{ {Sig_es_:signer7:signature} }
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Board Resolution No:
{ { *BoardResolution_es_:signer4:brs } }

By:

{ {Sig_es_:signer5:signature} }
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Document Assembled by:

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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:

{ {Sig_es_:signer2:signature}}
{ {userstamp2_es_:signer2:stamp}}
{ {ttl_es_:signer2:title}}

*CONTRACTOR represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

ATTACHMENT A: SCOPE OF SERVICES

PLAN FOR PERFORMING THE SERVICES UNDER THIS AGREEMENT

The services provided by CONTRACTOR under this Agreement will be performed by CONTRACTOR's Forensic Artist, Mr. Thom Shaw. Mr. Shaw is certified in Forensic Art by the International Association for Identification, and his credentials include training in 2D and 3D facial approximation and 2D postmortem imagery by renowned forensic art pioneers Karen T. Taylor and Betty Pat Gatliff. Mr. Shaw uses time-tested techniques with the latest artistic, technological, and scientific advancements to ensure the highest level of accuracy in approximations. He is also skilled in adapting alternative artistic techniques and incorporating scientific data as needed. CONTRACTOR and CONTRACTOR'S Forensic Artist agree to follow guidelines as published in the latest edition of the ANSI/ASB Best Practice Recommendation 089 "Best Practice Recommendation for Facial Approximation in Forensic Anthropology".

CONTRACTOR agrees to notify COUNTY if Mr. Shaw ceases to be employed by CONTRACTOR for any reason within 15 days of the change in Mr. Shaw's employment status at CONTRACTOR. The Parties will confer and jointly agree on any Forensic Artist personnel changes. CONTRACTOR agrees any change in Forensic Artist personnel will be certified in Forensic Art by the International Association for Identification, be able to produce a minimum of twelve 2D and two 3D illustrations per year, the ability to transport sculptures to Minneapolis in minimally in the summers of 2026 and 2027 for Missing Person's Day, and have a minimum of 10 years' experience in 2D and 3D facial approximations or a minimum of twenty 2D and 3D approximations for unidentified persons.

WORKFLOWS UTILIZED PURSUANT TO THE AGREEMENT

It is contemplated that the common workflows described below will be used in the completion of this AGREEMENT.

Preliminary Discussion of Each Case

Prior to commencing any workflows under this Agreement, COUNTY Forensic Anthropologist will contact CONTRACTOR's Forensic Artist for a preliminary discussion of each case. The discussion will include, but not be limited to, a discussion of the circumstances of each case, selected workflow, optional services, and the expected date for work to be completed by CONTRACTOR. CONTRACTOR's Forensic Artist will provide a written estimate of the cost of case to COUNTY Forensic Anthropologist for review. COUNTY Forensic Anthropologist will provide CONTRACTOR with the authorization to proceed and an authorized purchase order.

1. Workflow for Two-Dimensional (2D) Facial Approximation

The estimated time to complete this workflow is 5-10 hours (based on skull condition and available data.)

Step 1. Receipt of Skull

The CONTRACTOR’S Forensic Artist (“FA”) receives media that may include images, scans, or anthropology report of the skull from COUNTY.

Step 2. Anthropological Assessment Review

The FA consults with COUNTY Forensic Anthropologist to review key biological traits (sex, ancestry, age) and any distinctive features for inclusion in the facial approximation.

Step 3. (Optional) DNA Phenotypes¹

If requested by the COUNTY, DNA from the unidentified subject can be genotyped/sequenced and the resulting single nucleotide polymorphism (SNP) data will be utilized to predict phenotypes and ancestry which can be incorporated into the reconstruction.

CONTRACTOR’S Snapshot DNA Phenotyping analyzes single nucleotide polymorphisms (SNPs) from a DNA sample to predict an individual’s physical traits. By examining 850,000 genetic markers, this process provides scientifically backed estimations for: Hair Color; Eye Color; Skin Tone; Freckling; Facial Morphology; Ancestry.

When combined with skull information and an anthropological assessment, DNA phenotype predictions can enhance the accuracy of forensic facial approximations. The availability of an accurate full-color representation of the unidentified subject can substantially increase the likelihood of recognition, whether by the public, genetic genealogists, or detectives searching missing persons databases. In multiple cases, DNA-predicted ancestry has correctly contradicted anthropological assessments, underscoring the importance of genetic insights in forensic identification and case resolution.

Step 4. Tissue Depth Markers

Reference points indicating soft tissue depth are cut and applied to the skull based on statistical tissue depth data for individuals of similar demographics as described in recent scientifically validated literature, including foundational literature by authors Dr. Stanley Rhine, Dr. C. Elliott Moore and Dr. H.R. Campbell².

Step 5. Photography & Skull Orientation

The skull is positioned in *Frankfort Horizontal* (a standard anatomical plane) and photographed from the front and side with a metric scale ruler. The photographs of the skull are then uploaded to the FA’s computer.

Step 6. Facial Feature Guidelines

¹ Additional fees apply for all SNP DNA processing and phenotyping under this Agreement. See Pricing table, herein.

² Rhine JS, Campbell HR. Thickness of facial tissues in American blacks. J Forensic Sci. 1980;25:847–858. doi: 10.1520/JFS11301J 2 Rhine S. Tissue thickness for Southwestern Indians. Thesis: University of New Mexico; 1983 2 Rhine JS, Moore CE (1984) Tables of facial tissue thickness of American Caucasoids in forensic anthropology. Maxwell Museum Technical Series

The FA opens the front and lateral view photos of the skull with Photoshop and begins to digitally sketch the approximate locations of facial features, including the eyes, nose, mouth, and ears, using anatomical landmarks and tissue depth information.

Step 7. Final Refinements

Artistic techniques are applied to refine shading, texture, and expression, producing an accurate and lifelike 2D image. This final image can be enhanced with hair and accessories based on available information. Reference photos may also be utilized judiciously by the forensic artist and adjusted to depict certain features that are consistent with the information provided by the skull and anthropological assessment. High-definition digital images of both the front and lateral images will be provided to the COUNTY upon completion.

2. Workflow for Three-Dimensional (3D) Clay Facial Approximation

The estimated time to complete this workflow is 7-14 days (based on skull condition, available data, sculpting detail, case complexity, and verification).

Step 1. Receipt of Skull

The CONTRACTOR'S Forensic Artist ("FA") receives media that may include images, scans, or anthropology report of the skull from COUNTY.

Step 2. Anthropological Assessment Review

The FA consults with COUNTY Forensic Anthropologist to review key biological traits (sex, ancestry, age) and any distinctive features for inclusion in the facial approximation.

Step 3. (Optional) DNA Phenotypes

If requested by the COUNTY, DNA from the unidentified subject can be genotyped/sequenced and the resulting single nucleotide polymorphism (SNP) data will be utilized to predict phenotypes and ancestry which can be incorporated into the reconstruction.

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When combined with skull information and an anthropological assessment, DNA phenotype predictions can enhance the accuracy of forensic facial approximations. The availability of an accurate full-color representation of the unidentified subject can substantially increase the likelihood of recognition, whether by the public, genetic genealogists, or detectives searching missing persons databases. In multiple cases, DNA-predicted ancestry has correctly contradicted anthropological assessments, underscoring the importance of genetic insights in forensic identification and case resolution.

Step 4. Skull Mounting

The skull will be mounted and secured on an adjustable stand via the foramen magnum and positioned in *Frankfort Horizontal* (a standard anatomical plane).

Step 5. Tissue Depth Markers

Reference points indicating soft tissue depth are cut and applied to the skull based on statistical tissue depth data for individuals of similar demographics as described in recent scientifically validated literature, including foundational literature by authors by Dr. Stanley Rhine, Dr. C. Elliott Moore and Dr. H.R. Campbell. See Footnote 2.

Step 6. Prosthetic Eye Setting

Prosthetic eyes will be positioned correctly in the skull. The decision on eye color will be made by what is most commonly seen in subjects with the same ancestry or, if utilized, by DNA phenotyping.

Step 7. Artistic Phase / Clay Application & Sculpting

Clay is applied to the skull to match the depth of the tissue markers. Specific scientific and artistic techniques are utilized to determine the shape and size of the lips and nose as well the eyelids. Ears and neck are also sculpted and attached. These techniques are described in the book *Forensic Art & Illustration* by Karen T. Taylor and have been supplemented by direct instruction by Ms. Taylor.

Step 8. Texturing and Finishing

Hair, eyebrows, age indicators and skin texture are added to the sculpt as well as any required accessories.

Step 9. Photos and Display

Digital photos of the facial approximation will be sent to the COUNTY for review and the sculpture will be stored by the Forensic Artist until it is requested by the COUNTY or needed for display by the COUNTY.

3. Workflow for Three-Dimensional (3D) Digital Facial Approximation

The estimated time to complete this workflow is 7-14 days (based on skull condition, available data, sculpting detail, case complexity, and verification).

Step 1. Receipt of Skull Scan

High-resolution three-dimensional scan data of the skull is received by the Forensic Artist. The data is imported into the 3D digital sculpting software *Zbrush* where it can be viewed and assessed.

Step 2. Anthropological Assessment Review

The Forensic Artist will confer with the Forensic Anthropologist regarding determinations made for key biological characteristics such as sex, ancestry, age, and potential distinctive features on the unidentified Subject that need to be conveyed in the facial approximation.

Step 3. DNA Phenotypes (Optional):

If requested by the COUNTY, DNA from the unidentified Subject can be genotyped and the resulting single nucleotide polymorphism (SNP) data can be utilized to predict phenotypes and ancestry which can be incorporated into the approximation.

Step 4. Tissue Depth Markers

Reference points indicating soft tissue depth are generated in *Zbrush* and applied to the skull based on statistical tissue depth data for individuals of similar demographics as described in recent scientifically validated literature, including foundational literature by authors by Dr. Stanley Rhine, Dr. C. Elliott Moore and Dr. H.R. Campbell. See Footnote 2.

Step 5. Eye Setting

Digital 3D eyes are generated, sized appropriately and positioned correctly in the skull.

Step 6. Artistic Phase / 3D Digital Sculpting

Digital 3D forms are applied to the skull to match the depth of the tissue markers. Specific scientific and artistic techniques are utilized to determine the shape and size of the lips and nose as well the eyelids. These techniques are described in the book *Forensic Art & Illustration* by Karen T. Taylor and have been supplemented by direct instruction by Ms. Taylor.

Step 7. Texturing and Finishing

Hair, eyebrows, age indicators and skin texture are added to the sculpt as well as any required accessories.

Step 8. Photos and Display

Digital images of the facial approximation will be sent to the COUNTY for review.

PRICING FOR SERVICES

Table 1. Pricing for primary and optional services.

Cost Proposal Service	Description	Price Each
2D approximation from media of partial or complete skull	Workflow for Two-Dimensional (2D) Facial Approximation	\$695.24
3D Clay approximation	Workflow for Three-Dimensional (3D) Clay Facial Approximation	\$1,927.41

of Printed-partial or complete skull		
3D Digital approximation of partial or complete skull	Workflow for Three-Dimensional (3D) Digital Facial Approximation	\$1,927.41
OP 1: DNA Phenotypes	Bioinformatics: Generate phenotypes & ancestry from existing SNP file provided by COUNTY	\$435.00
OP 2: First Forensic Art Enhancement Applied to an Existing 2D Image	Description: Fee for a secondary set of specifications after the initial 2D reconstruction has been completed. Includes forensic art enhancements to existing image, including age progression/regression or BMI adjustment. Deliverable is a second 2D image.	\$430.00
OP 3: Subsequent Forensic Art Enhancement for an Existing 2D Image	OP 3: Subsequent Forensic Art Enhancement for an Existing Image Fee for each additional set of specifications after the initial and second 2D images. Includes age progression/regression or BMI adjustment. Deliverables are additional 2D images.	\$270.00
OP 4: Forensic Art Enhancement of Accessory Items	Fee for modifications/enhancements/additions of clothing items, jewelry, tattoos or hairstyle change applied to an existing 2D image. Deliverable is a modified 2D image.	\$135.00
3D sculpture transfer to HCME and artist travel to Missing Persons Day	Transportation or shipping of sculptures	In accordance with travel reimbursement provisions in Attachment B, not to exceed \$7,000

ATTACHMENT B: HENNEPIN COUNTY TRAVEL POLICY

Travel and Lodging Expenses

This Attachment B – Travel and Lodging Expenses is attached to the Personal and Professional Services Agreement, Contract No. _____ (the “Agreement”) between COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Medical Examiner, 14250 County Road 62, Minnetonka, Minnesota 55345 (“COUNTY”), and Parabon NanoLabs, Inc. 11260 Roger Bacon Drive, Suite 406, Reston, Virginia 20190, a C-corporation organized under the laws of Delaware (“CONTRACTOR”) is incorporated into and made a part of the Agreement, and is, thereby, subject to the provisions in the Agreement. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed in the Agreement.

I. Limited Obligation to Pay Travel and Lodging Expenses. Pursuant to the terms of the Agreement and subject to the restrictions set forth below, COUNTY shall pay CONTRACTOR for travel and lodging expenses if the same is actually incurred and necessary to perform Services pursuant to the following:

A. Travel and transportation:

- 1) Airlines - COUNTY shall pay for coach class airline tickets and flights at actual cost to CONTRACTOR. Pursuant to a duly incurred airline ticket, COUNTY shall also pay reasonable and necessary luggage fees.
- 2) Car Rental – Car rental costs are eligible for reimbursement excluding car rental insurance and fines for traffic and parking violations.

B. Lodging:

- 1) Hotel Room – CONTRACTOR shall arrange and book hotel accommodations, selecting said accommodations on a reasonable basis. Before incurring any hotel accommodation expenses, CONTRACTOR shall notify COUNTY if hotel accommodation expenses will exceed USGSA daily lodging rates posted at [FY 2025 per diem rates for Minnesota | GSA](#) per night.

C. Meals and Incidental Expenses. COUNTY shall pay actual expenses for meals and incidental expenses up to the limit of the then current fiscal year USGSA Meals and Incidental Expenses rates (M&IE), including but not limited to the GSA cap for first and last days of travel. Alcoholic beverages will not be reimbursed.

II. Cancelled Trips If the CONTRACTOR incurs travel expenses related to the performance of Services under this Agreement but is unable or unwilling to complete the travel due to their own negligence or discretionary decision, COUNTY shall not be responsible for reimbursing any associated travel costs. This exclusion does not apply to cancellations or delays resulting from situations outside the CONTRACTOR’S control such as airline disruptions, government actions, acts of nature, terrorism or COUNTY’S decision to cancel the trip.