

PROFESSIONAL SERVICES AGREEMENT

MWMO Agreement #306-12-01

THIS AGREEMENT is made between the Mississippi Watershed Management Organization ("MWMO"), a Minnesota joint powers organization and the City of St Paul (the "Contractor"), for planning services and feasibility studies related to the Central Corridor Stormwater and Green Infrastructure Planning Project.

I. SCOPE OF AGREEMENT

Contractor agrees to administer services for the MWMO as described on Attachment One, which is attached to and made a part of this Agreement.

II. COMPENSATION

Contractor will be compensated at the intervals and at the rates stated in Attachment One. The total compensation under this Agreement will not exceed **\$ 105,500.00**. The Contractor shall submit itemized invoices for services rendered.

III. EXPENSE REIMBURSEMENT

Reimbursable expenses identified on Attachment One will be paid upon submission of itemized invoice to the MWMO. The MWMO agrees to pay for reimbursable expenses, if reasonably and necessarily incurred. The parties agree that in no event shall the total amount for reimbursable expenses exceed \$ 0.00. This sum is not included in the compensation set out in Paragraph II, Compensation.

IV. EFFECTIVE DATE AND TERMINATION DATE

This Agreement shall be in full force and effect from **Feb 1, 2012 through Dec 31, 2013** unless otherwise extended by the MWMO or terminated earlier under Paragraph XVIII, Cancellation, Default and Remedies.

V. SUBSTITUTIONS AND ASSIGNMENTS

Services administered by the Contractor will be overseen by the following person(s):

Wes Saunders-Pearce

Upon approval by the MWMO, the Contractor may substitute other persons to perform the services. If substitution is permitted by the MWMO, the Contractor upon request shall furnish information to the MWMO to allow proper review of the qualifications of the substituted person. No assignment of this Agreement shall be permitted without the written amendment signed by the MWMO and the Contractor unless waived by the MWMO project Manager as identified in Paragraph XIX.

VI. CONTRACT ADMINISTRATION

All provisions of this Agreement shall be coordinated and administered by the person identified in Paragraph XIX.

VII. AMENDMENTS

Granting of amendment requests is contingent on the MWMO administrator or program manager's approval with a preference to limit amendments to one within the agreement period. The amendment request must be complete within 60 days of this agreement's final deadline.

VIII. OWNERSHIP AND USE OF WORK PRODUCT

All data, notes, working papers, reports and other work products produced in fulfilling the Contractor's obligations under this Agreement (hereinafter "Work Product") shall become, upon creation, the joint property of the Contractor and the MWMO and will be surrendered to both the Contractor and the MWMO immediately upon the completion, expiration, or cancellation of this Agreement. Either party may use and distribute the work completed under this contract as needed. All rights pertaining to the resale of the work product produced will reside solely with the MWMO.

IX. NAMING RIGHTS AND ACKNOWLEDGEMENTS

To assure that appropriate credit for funding and other contributions of the MWMO and its staff members is given for their participation in the project, the MWMO retains and shall have the right to control the title, citations, acknowledgments, attributions, cover design, logos and credits of the work of the project. However, to assure that appropriate credit for funding and other contributions of the Contractor and the MWMO is given, each party shall have their name and logo represented in the materials that are developed, and will be acknowledged in printed materials, publications, presentations and other uses and mention of materials developed under this Agreement.

X. CAPITAL EQUIPMENT PURCHASED WITH STIPENDS

The title for equipment or software purchased with the funding provided in this contract shall be taken in the name of the MWMO. The equipment or software will remain the property of the MWMO for its useful life. After the termination of the contract period, it may remain in the custody of the Contractor so long as it is used for the purposes of promoting and supporting the project goals; or as deemed necessary by the MWMO, the MWMO may take possession of the equipment or software to use it for MWMO purposes.

XI. INDEPENDENT CONTRACTOR

The Contractor and its employees are not employees of the MWMO. It is agreed that the Contractor and its employees will act as an independent Contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the MWMO, its departments or agencies. The parties agree that the Contractor and its employees will not act as the agent, representative or employee of the MWMO.

XII. CONTRACTOR'S INSURANCE

Under this Agreement the Contractor will maintain the insurance requirements stated in the attached EXHIBIT B.

XIII. DATA PRACTICES

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor will immediately report to the MWMO any requests from third parties for information relating to this Agreement. The MWMO agrees to respond promptly to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the MWMO, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

XIV. COMPLIANCE WITH THE LAW

Contractor agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment. In the event of questions from Contractor concerning these requirements, the MWMO agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of this Agreement.

XV. AUDITS

The Contractor agrees that the MWMO, the State Auditor or any of their duly 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, and records that are relevant and involve transactions relating to this Agreement.

XVI. APPLICABLE LAW

The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

XVII. CONFLICT AND PRIORITY

In the event that a material conflict is found between provisions in this Agreement, the Contractor's Proposal, if any, or the MWMO's Request for Quotes, if any, the provisions in the following rank order shall take precedence: 1) Agreement and Attachments; and last 2) Contractor's Proposal.

XVIII. CANCELLATION, DEFAULT AND REMEDIES

The MWMO may cancel this Agreement upon thirty (30) days written notice, except that if the Contractor fails to fulfill its obligations under this Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement, the MWMO has the right to terminate this Agreement immediately, if the Contractor has not cured the default after receiving seven (7) days written notice of the default. Contractor will be paid for services rendered prior to the effective date of termination.

XIX. NOTICES

Any notice or demand authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To the Contractor: Wes Saunders-Pearce
Water Resource Coordinator
City of Saint Paul
375 Jackson Street, Suite 220
Saint Paul, MN 55101
P: 651.266.9112
C: 651.248.4370
wes.saunders-pearce@ci.stpaul.mn.us

To the MWMO: Dan Kalmon
Planner and Program Manager
(612) 360-7335
(612) 465-8785 fax
dkalmon@mwmo.org
Mississippi Watershed Management Organization
1224 Marshall Street NE, Suite 201
Minneapolis, Minnesota 55413-1036

The parties being in agreement have caused this Agreement to be signed as follows:

FOR THE CONTRACTOR:

By _____

Its _____

Date _____

FOR THE MWMO:

By _____

Its _____

Date _____

By _____

Its _____

Date _____

Attachments: Attachment One, Exhibit B.