

Agreement

This is an agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Property Management, 660 Government Center West, 50 W. Kellogg Blvd., Saint Paul MN 55102-1657 ("County") and the City of Saint Paul - Real Estate Division/Design Group, 1000 City Hall Annex, 25 W. Fourth Street, Saint Paul, MN 55102-1660 ("Contractor").

In consideration of the mutual terms and conditions set out below, the County and the Contractor agree as follows:

1. Scope of Services

The Contractor shall provide optional design plans for an exterior monument sign to be located on the site of the 402 University Avenue East Building, Saint Paul MN 55130.

2 Term

The term of this agreement shall be from **date of final execution by the parties** through July 31, 2012.

3. Schedule

The Contractor shall provide services as follows: Phase One Services during Weeks 1-3 including: 1) Site Visit to confirm site conditions; 2) Meeting with Property Management to review sign styles and sign content; and 3) Conduct design research on appropriate sign types and pricing. Phase Two services, to be conducted during Weeks 4 -6 of this contract include: 1) Developing 2 non-illuminated and 2 illuminated sign designs; 2) Review these four sign design options with Property Management and 402 Building tenant representatives; 3) Provide a detailed estimated construction cost of the preferred sign design; and 4) Review the preferred sign design documents with City of Saint Paul plan reviewers in order to obtain a signage permit.

4. Cost/Payment

- a. The County shall pay the Contractor \$65.00/hour, up to a maximum not to exceed payment of \$3,000.00.
- b. The County shall not pay the Contractor for any additional expenses.
- c. The fixed fee or maximum not to exceed payment from the County includes all applicable Minnesota sales and use taxes.
- d. Payment shall be made on a monthly basis for services provided during the month and within 35 days following the receipt of an invoice and verification of the charges, provided that at no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.
- e. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

5. Independent Contractor

It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of the Contractor to the County is that of an

independent contractor and not that of employee and that the Contractor shall be entitled to none of the rights, privileges or benefits of Ramsey County employees.

6. Indemnification

The Contractor shall defend, indemnify, and hold harmless the County, its officials and employees from damages, losses or injuries resulting directly or indirectly from the Contractor's acts or omissions while performing the services described in this Agreement.

7. Insurance

a. It is the responsibility of the Contractor to purchase and maintain such insurance as will protect the Contractor from claims which may arise out of or result from operations and services of the Contractor under the terms of this Agreement.

b. The Contractor shall purchase and maintain the following coverages:

- 1) Workers' Compensation as required by Minnesota Statutes.
Declination of Workers' Compensation coverage: In accordance with Minnesota law, the Contractor is not required to carry Workers' Compensation Insurance and the Contractor elects not to purchase the coverage.

(Contractor to sign and date if applicable) Date

- 2) No additional insurance required.

c. Coverage shall remain in effect throughout the term of this Agreement.

d. The Contractor shall not commence work until the County has executed this Agreement.

e. Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, limits, or exceptions on liability.

8. Termination

The County may terminate this Agreement immediately upon written notice to the Contractor at the address set forth above. In the event of termination, the Contractor will be paid by the County for all services provided in a satisfactory and timely manner up to the date of termination.

9. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of this Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

10. Data Practices and Privacy

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations, including HIPAA regulations, on data privacy.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. At the conclusion of the Project (with the exception of County Client services), all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

11. Unavailability of Funding

The purchase of goods or services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds from the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of the Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

12. Subcontracting/Non-Assignability

The Contractor shall not subcontract services, assign any interest in this Agreement, or transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the County.

13. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined in the Ramsey County Respectful Workplace and Violence Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

14. Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

15. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

16. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

17. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

WHEREFORE, the parties hereto have executed this Agreement on the last date written below.

COUNTY OF RAMSEY

THE CITY OF SAINT PAUL - REAL ESTATE DIVISION/DESIGN GROUP

Bruce Thompson, Director

Property Management

Date: _____

Contractor's Signature

Print Name: _____

Title: _____

Date: _____