

B. With Cause. The City reserves the right to terminate this Agreement if the Consultant violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the City. In the event that the City exercises its right to withhold payment or terminate under this Section, it shall submit written notice to the Consultant specifying the extent of such withholding or termination under this Section, the reasons therefore, and the date upon which such withholding or termination becomes effective. Upon receipt of such notice, the Consultant shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the terminated portions of this Agreement.

C. In the event of termination, the City will pay Consultant for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Consultant will deliver all work products and supporting documentation developed up to the time of termination prior to the City rendering final payment for service.

**SECTION 16: Default by Consultant.**

A. In the event Consultant fails or neglects to comply with any term or condition of this Agreement or to provide the services stated herein, City shall have the right, after written notice, to cease payment hereunder. This remedy shall be in addition to any other remedies, including termination, available to the City in law or equity. The City shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

**SECTION 17. Amendment or Changes to Agreement.**

A. City or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the City.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

**SECTION 18. Notices.**

A. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To City:  
~~Wendy Underwood~~ SARAH ERICKSON  
Room 390  
City Hall/Court House  
15 W. Kellogg Blvd.  
Saint Paul, MN 55102

To Consultant :  
Thomas J. Poul  
450 League of Minnesota Cities Building  
140 University Avenue West  
Saint Paul, MN 55103

**SECTION 19. Waiver.**

A. Any fault of a party to assert any right under this Agreement shall not constitute a

waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

**SECTION 20. Survival of Obligations.**

A. The respective obligations of the City and Consultant under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

**SECTION 21. Interpretation of Agreement, Venue.**

A. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

**SECTION 22. Force Majeure.**

A. Neither the City nor the Consultant shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

**SECTION 23. Entire Agreement.**

A. It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

**For the City of Saint Paul:**

*Approved as to form:*

\_\_\_\_\_  
Assistant City Attorney

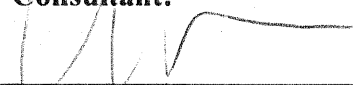
*Executed:*

\_\_\_\_\_  
Mayor or Designee

\_\_\_\_\_  
Director, Office of Financial Services

Funding: GL 001 09127 0219  
Activity #

**For Consultant:**

By   
THOMAS J. POUL

Its SHAREHOLDER / DIVISION CHAIR

By \_\_\_\_\_

Its \_\_\_\_\_

Taxpayer ID: 41-1767334

*Prepared by: Susan E. Feuerherm/CAS/12-28-11*