

Agreement between Ramsey County Regional Railroad Authority and the City of St. Paul

This is an agreement between the City of St. Paul, Real Estate Division, 1000 City Hall Annex, 25 West Fourth Street, St. Paul, Minnesota, 55102-1660 (“Contractor”) and Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota (“RRA”).

The RRA and the Contractor agree as follows:

1. Scope of Services

The Contractor shall provide the drawings as identified in **Addendum 1**.

2. County Roles and Responsibilities

The RRA shall provide the facilities, equipment, and participants, as specified in **Addendum 1**.

3. Time

Services shall commence upon execution of this agreement. This agreement will terminate May 1, 2012.

4. Cost/Payment

The total cost for this services provided by this agreement will not exceed seven thousand dollars (\$7,000). The Contractor shall submit an invoice to the RRA after all services are provided. The RRA shall make payment within 35 days of receipt of a detailed invoice. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

5. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Contractor as the employee of the RRA for any purpose or in any manner whatsoever. The Contractor is an independent contractor and neither it, its employees, agents nor representatives are employees of the RRA. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

6. Indemnification

Each party hereto agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. It is understood and agreed that each party’s liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be

construed to waive or amend any defense or immunity that either party, their respective officials and employees, may have under said Chapter 466, or any common-law immunity or limitation of liability, all of which are hereby reserved by the parties hereto.

7. Insurance

Each party shall be responsible for obtaining and maintaining, either through commercial insurance or a program of self-insurance, property coverage, commercial general liability coverage, workers compensation, and such other insurance as will protect from claims which may arise out of or result from performance of the party under the terms of this Agreement.

The Contractor shall not commence work until the RRA has executed this Agreement; the RRA will not execute this Agreement until the Contractor has submitted proof of coverage in compliance with the requirements of this paragraph to the RRA. Such coverage is to remain in effect throughout the term of this Agreement and evidence of such shall be provided throughout the term of the Agreement. The Contractor shall provide copies of all insurance policies to the RRA upon written request of the RRA. Nothing in this Agreement shall constitute a waiver by the RRA of any statutory or common law immunities, limits, or exceptions on liability.

8. Waste Reduction

The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this Agreement shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

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 RRA, the State Auditor, or the RRA'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. Cancellation

The RRA may cancel this Agreement without cause by thirty (30) days' written notice to the Contractor. The RRA may cancel this Agreement for cause by five (5) days' written notice to the Contractor.

11. Non-Discrimination

The Contractor agrees that, in the hiring of all labor for the performance of any work under this Agreement, that it will not, by reason of race, creed, color, gender, sexual orientation, marital status, status with regard to public assistance, age, religion, national origin or disability, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment

relates. When required by law or requested by the RRA, the Contractor shall furnish a written affirmative action plan.

12. Data Practices

All data collected, created, received, maintained or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Statutes Chapter 13, or any other applicable State statutes, any state rules adopted to implement the Act and statutes, as well as federal laws and regulations on data practices.

13. Workplace 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 contract. Violence, as defined by the Ramsey County Workplace Violence Prevention and Respectful Workplace Policy, is defined as 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. Workforce Diversity

The Contractor shall make good faith efforts throughout the term of this Agreement, and any extensions thereof, to employ persons of color for all classifications of work under this Agreement, and shall, when requested by the RRA, submit a written report to the RRA regarding the efforts and result of such efforts, including employment by job classification.

15. Subcontractor Payment

The Contractor shall pay subcontractors within ten days of the Contractor's receipt of payment from the RRA for undisputed services provided by the subcontractor. The Contractor shall pay interest of one and one-half (1 ½) percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

16. Unavailability of Funding

The purchase of 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. The RRA may immediately cancel this Agreement, or a portion of the services to be provided under this Agreement, if the funding for the services is no longer available to the RRA. Upon receipt of the RRA's notice of cancellation of the Agreement, or of a portion of the services to be provided under this Agreement, the Contractor shall take all actions necessary to discontinue further commitments of funds to

the extent they relate to the Agreement or the portions of this Agreement for which funding has become unavailable.

17. HIPAA Compliance

The Contractor agrees to implement and comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191), as it may be amended from time to time.

18. 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.

19. Non-Assignability

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

20. Entire Agreement

This Agreement, including **Addendum 1**, is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the provisions of this Agreement and **Addendum 1**, the provisions of this Agreement shall prevail.

WHEREFORE, this Agreement is duly executed on the last date written below.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

CITY OF ST. PAUL

Julie Kleinschmidt, County Manager

By: _____

Date: _____

Print Name: _____

Approval recommended:

Title: _____

Date: _____

Timothy A. Mayasich, Director

Approved as to form and insurance:

Assistant County Attorney