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4 **Standard Agreement for Professional Services**
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11 This Agreement (“Agreement”) is made on the ____ day of February, 2024, between the
12 City of Roseville, a municipal corporation (hereinafter “City”), and the Saint Paul Area Chamber
13 of Commerce, a Nonprofit Corporation (hereinafter “Consultant”).
14

15 **Preliminary Statement**
16

17 The City has adopted a policy regarding the selection and hiring of consultants to provide a
18 variety of professional services for City projects. That policy requires that persons, firms or
19 corporations providing such services enter into written agreements with the City. The purpose of
20 this Agreement is to set forth the terms and conditions for the performance of professional
21 services by the Consultant.
22

23 The City and Consultant agree as follows:
24

- 25 1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services
26 shown in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set
27 forth in Provision 3 below. The terms of this Agreement shall take precedence over and
28 supersede any provisions and/or conditions in any proposal submitted by the Consultant.
29
- 30 2. **Term.** The term of this Agreement shall be from March 2, 2024-March 1, 2025 the date
31 of signature by the parties notwithstanding.
32
- 33 3. **Compensation for Services.** The City agrees to pay the Consultant the compensation
34 described in Exhibit B attached hereto for the Work, subject to the following:
35
 - 36 A. Any changes in the Work which may result in an increase to the compensation due
37 the Consultant shall require prior written approval of the City. The City will not pay
38 additional compensation for Work that does not have such prior written approval.
39
 - 40 B. Third party independent contractors and/or subcontractors may be retained by the
41 Consultant when required by the complex or specialized nature of the Work when
42 authorized in writing by the City. The Consultant shall be responsible for and shall
43 pay all costs and expenses payable to such third party contractors unless otherwise
44 agreed to by the parties in writing.
45
46

- 47 C. In the event the Consultant pursues grant funding in support of the Alliance as
48 described in Exhibit A, the Consultant shall not undertake any activities pursuant to
49 such grant funding without the written consent of the Alliance. The Consultant will
50 assume all administrative tasks associated with such awarded grants.
51
- 52 4. **City Assistance.** The City agrees to provide the Consultant with the following assistance
53 concerning the Work to be performed hereunder:
54
- 55 A. Depending on the nature of the Work, Consultant may from time to time require
56 access to public and private lands or property. To the extent the City is legally and
57 reasonably able, the City shall provide access to and make provisions to enable the
58 Consultant to enter upon public and private land and property as required for the
59 Consultant to perform and complete the Work.
60
- 61 B. The City shall furnish the Consultant with a copy of any special standards or criteria
62 promulgated by the City relating to the Work, including but not limited to design and
63 construction standards that is needed by the Consultant in order to prepare for the
64 performance of the Work.
65
- 66 C. A person shall be appointed to act as the City’s representative with respect to the
67 Work to be performed under this Agreement. Such representative shall have
68 authority to transmit instructions, receive information, interpret, and define the City’s
69 policy and decisions with respect to the Work to be performed under this Agreement,
70 but shall not have the right to enter into contracts or make binding agreements on
71 behalf of the City with respect to the Work or this Agreement.
72
- 73 5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an
74 invoice for Work performed under this Agreement. Invoices submitted shall be paid in
75 the same manner as other claims made to the City. Invoices shall contain the following:
76
- 77 A. Staffing and associated expenses for the management of the Alliance pursuant to
78 Exhibit A will be billed in equal installments. The Consultant shall verify all
79 statements submitted for payment in compliance with Minnesota Statutes Sections
80 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the
81 Consultant shall provide an itemized listing and such documentation of such expenses
82 as is reasonably required by the City. Each invoice shall contain the City’s project
83 number and a progress summary showing the original (or amended) amount of the
84 Agreement, current billing, past payments and unexpended balance due under the
85 Agreement.
86
- 87 B. To receive any payment pursuant to this Agreement, the invoice must include the
88 following statement dated and signed by the Consultant: “I declare under penalty of
89 perjury that this account, claim, or demand is just and correct and that no part of it has
90 been paid.”
91
92

93 The payment of invoices shall be subject to the following provisions:
94

95 A. The City shall have the right to suspend the Work to be performed by the
96 Consultant under this Agreement when it deems necessary to protect the City,
97 residents of the City or others who are affected by the Work. If any Work to be
98 performed by the Consultant is suspended in whole or in part by the City, the
99 Consultant shall be paid for any services performed prior to the delivery upon
100 Consultant of written notice from the City of such suspension.
101

102 B. The Consultant shall be reimbursed for services performed by any third party
103 independent contractors and/or subcontractors only if the City has authorized the
104 retention of and has agreed to pay such persons or entities pursuant to Section 3B
105 above.
106

107 6. **Project Manager and Staffing.** The Consultant has designated Kim O'Brien ("Project
108 Contacts") to perform and /or supervise the Work, and as the persons for the City to
109 contact and communicate with regarding the performance of the Work. The Project
110 Contacts shall be assisted by other employees of the Consultant as necessary to facilitate
111 the completion of the Work in accordance with the terms and conditions of this
112 Agreement. Consultant may not remove or replace Project Contracts without the prior
113 approval of the City.
114

115 7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be
116 in accordance with the normal standard of care in Ramsey County, Minnesota, for
117 professional services of like kind.
118

119 8. **Audit Disclosure.** Any reports, information, data and other written documents given to,
120 or prepared or assembled by the Consultant under this Agreement which the City requests
121 to be kept confidential shall not be made available by the Consultant to any individual or
122 organization without the City's prior written approval. The books, records, documents
123 and accounting procedures and practices of the Consultant or other parties relevant to this
124 Agreement are subject to examination by the City and either the Legislative Auditor or
125 the State Auditor for a period of six (6) years after the effective date of this Agreement.
126 The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota
127 Government Data Practices Act, to the extent the Act is applicable to data, documents,
128 and other information in the possession of the Consultant.
129

130 9. **Termination.** This Agreement may be terminated at any time by the City, with or
131 without cause, by delivering to the Consultant at the address of the Consultant set forth
132 on page 1, a written notice at least seven (7) days prior to the date of such termination.
133 The date of termination shall be stated in the notice. Upon termination the Consultant
134 shall be paid for services rendered (and reimbursable expenses incurred if required to be
135 paid by the City under this Agreement) by the Consultant through and until the date of
136 termination so long as the Consultant is not in default under this Agreement. If however,
137 the City terminates the Agreement because the Consultant is in default of its obligations
138 under this Agreement, no further payment shall be payable or due to the Consultant

- 139 following the delivery of the termination notice, and the City may, in addition to any
140 other rights or remedies it may have, retain another consultant to undertake or complete
141 the Work to be performed hereunder.
142
- 143 10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided
144 under this Agreement without the express written consent of the Alliance, to include
145 designated representative(s) from the City. The Consultant shall promptly pay any
146 subcontractor involved in the performance of this Agreement as required by the State
147 Prompt Payment Act.
148
- 149 11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an
150 independent contractor and not an employee of the City. No statement herein shall be
151 construed so as to find the Consultant an employee of the City.
152
- 153 12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall
154 not discriminate against any person, contractor, vendor, employee or applicant for
155 employment because of race, color, creed, religion, national origin, sex, marital status,
156 status with regard to public assistance, disability, sexual orientation or age. The
157 Consultant shall post in places available to employees and applicants for employment,
158 notices setting forth the provision of this non-discrimination clause and stating that all
159 qualified applicants will receive consideration for employment. The Consultant shall
160 incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for
161 Work done under this Agreement, and will require all of its subcontractors performing
162 such Work to incorporate such requirements in all subcontracts for the performance of
163 the Work. The Consultant further agrees to comply with all aspects of the Minnesota
164 Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act
165 of 1964, and the Americans with Disabilities Act of 1990.
166
- 167 13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or
168 obligations hereunder, without the prior written consent of the City.
169
- 170 14. **Services Not Provided For.** No claim for services furnished by the Consultant not
171 specifically provided for herein shall be paid by the City.
172
- 173 15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal,
174 state and local laws, statutes, ordinances, rules and regulations in the performance of the
175 Work. The Consultant and City, together with their respective agents and employees,
176 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes
177 Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any
178 violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the
179 Work to be performed shall constitute a material breach of this Agreement and entitle the
180 City to immediately terminate this Agreement.
181
- 182 16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall
183 not affect, in any respect, the validity of the remainder of this Agreement.
184

185 17. **Indemnification.** The Consultant agrees to defend, indemnify and hold the cities of
 186 Roseville, Maplewood, and Saint Paul , their respective Councils, officers, agents and
 187 employees harmless from any liability, claims, damages, costs, judgments, or expenses,
 188 including reasonable attorney’s fees, resulting directly or indirectly from a negligent act
 189 or omission (including without limitation professional errors or omissions) of the
 190 Consultant, its agents, employees, and/or subcontractors pertaining to the performance of
 191 the Work provided pursuant to this Agreement and against all losses by reason of the
 192 failure of said Consultant to fully perform, in any respect, all of the Consultant’s
 193 obligations under this Agreement.

194
 195 18. **Insurance.**

196
 197 A. General Liability. Prior to starting the Work, the Consultant shall procure, maintain
 198 and pay for such insurance as will protect against claims for bodily injury or death,
 199 and for damage to property, including loss of use, which may arise out of operations
 200 by the Consultant or by any subcontractor of the Consultant, or by anyone employed
 201 by any of them, or by anyone for whose acts any of them may be liable. Such
 202 insurance shall include, but not be limited to, minimum coverages and limits of
 203 liability specified in this Provision 18 or required by law. Except as otherwise stated
 204 below, the policies shall name the cities of Roseville, Maplewood, and Saint Paul as
 205 additionally insured for the Work provided under this Agreement and shall provide
 206 that the Consultant’s coverage shall be primary and noncontributory in the event of a
 207 loss.

208
 209 B. The Consultant shall procure and maintain the following minimum insurance
 210 coverages and limits of liability with respect to the Work:

211	Worker’s Compensation:	Statutory Limits
212		
213	Employer’s Liability	\$500,000 each accident
214	(Not needed for	\$500,000 disease policy limit
215	Minnesota based	\$500,000 disease each employee
216	Consultant):	
217		
218	Commercial General Liability:	\$1,000,000 per occurrence
219		\$2,000,000 general aggregate
220		\$2,000,000 Products – Completed Operations
221		Aggregate
222		\$100,000 fire legal liability each occurrence
223		\$5,000 medical expense
224		
225	Comprehensive Automobile	
226	Liability:	\$1,000,000 combined single limit (shall include
227		coverage for all owned, hired and non-owned
228		vehicles.
229		
230		

- 231 C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO
232 form CG 0001, and shall include the following:
233
234 a. Personal injury with Employment Exclusion (if any) deleted;
235
236 b. Broad Form Contractual Liability coverage; and
237
238 c. Broad Form Property Damage coverage, including Completed Operations.
239
240
241 D. Professional Liability Insurance. The Consultant agrees to provide to the City a
242 certificate evidencing that it has in effect, with an insurance company in good
243 standing and authorized to do business in Minnesota, a professional liability insurance
244 policy. Said policy shall insure payment of damage for liability arising out of the
245 performance of professional services for the City, in the insured’s capacity as the
246 Consultant, if such liability is caused by an error, omission, or negligent act of the
247 insured or any person or organization for whom the insured is liable. Said policy
248 shall provide an aggregate limit of 2,000,000
249
250 E. Consultant shall maintain in effect all insurance coverages required under this
251 Provision 18 at Consultant’s sole expense and with insurance companies licensed to
252 do business in the state in Minnesota and having a current A.M. Best rating of no less
253 than A-, unless otherwise agreed to by the City in writing. In addition to the
254 requirements stated above, the following applies to the insurance policies required
255 under this Provision:
256
257 a. All policies, except the Professional Liability Insurance policy, shall be written on
258 an “occurrence” form (“claims made” and “modified occurrence” forms are not
259 acceptable);
260
261 b. All policies, except the Professional Liability Insurance and Worker’s
262 Compensation Policies, shall contain a waiver of subrogation naming “the City of
263 Roseville”;
264
265 c. All policies, except the Professional Liability Insurance and Worker’s
266 Compensation Policies, shall name “the City of Roseville” as an additional
267 insured;
268
269 d. All policies, except the Professional Liability Insurance and Worker’s
270 Compensation Policies, shall insure the defense and indemnify obligations
271 assumed by Consultant under this Agreement; and
272
273 e. All policies shall contain a provision that coverages afforded thereunder shall not
274 be canceled or non-renewed or restrictive modifications added, without thirty (30)
275 days prior written notice to the City.
276

277 A copy of the Consultant’s insurance declaration page, Rider and/or Endorsement, as
278 applicable, which evidences the compliance with this Paragraph 18, must be filed
279 with City prior to the start of Consultant’s Work. Such documents evidencing
280 insurance shall be in a form acceptable to City and shall provide satisfactory evidence
281 that Consultant has complied with all insurance requirements. Renewal certificates
282 shall be provided to City prior to the expiration date of any of the required policies.
283 City will not be obligated, however, to review such declaration page, Rider,
284 Endorsement or certificates or other evidence of insurance, or to advise Consultant of
285 any deficiencies in such documents and receipt thereof shall not relieve Consultant
286 from, nor be deemed a waiver of, City’s right to enforce the terms of Consultant’s
287 obligations hereunder. City reserves the right to examine any policy provided for
288 under this Provision 18.
289

290 F. If Consultant fails to provide the insurance coverage specified herein, the Consultant
291 will defend, indemnify and hold harmless the cities of Roseville, Maplewood, and
292 Saint Paul, their respective Councils, officers, agents and employees from any loss,
293 claim, liability and expense (including reasonable attorney’s fees and expenses of
294 litigation) to the extent necessary to afford the same protection as would have been
295 provided by the specified insurance. Except to the extent prohibited by law, this
296 indemnity applies regardless of any strict liability or negligence attributable to the
297 City (including sole negligence) and regardless of the extent to which the underlying
298 occurrence (i.e., the event giving rise to a claim which would have been covered by
299 the specified insurance) is attributable to the negligent or otherwise wrongful act or
300 omission (including breach of contract) of Consultant, its contractors, subcontractors,
301 agents, employees or delegates. Consultant agrees that this indemnity shall be
302 construed and applied in favor of indemnification. Consultant also agrees that if
303 applicable law limits or precludes any aspect of this indemnity, then the indemnity
304 will be considered limited only to the extent necessary to comply with that applicable
305 law. The stated indemnity continues until all applicable statutes of limitation have
306 run.

307
308 If a claim arises within the scope of the stated indemnity, the City may require
309 Consultant to:

- 310 a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing
311 performance of the indemnity obligation; or
- 312 b. Furnish a written acceptance of tender of defense and indemnity from
313 Consultant’s insurance company.

314
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316
317 Consultant will take the action required by the City within fifteen (15) days of
318 receiving notice from the City.
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320 19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information
321 generated in connection with the performance of this Agreement (“Information”) shall
322 become the property of the City, but the Consultant may retain copies of such documents

323 as records of the services provided. The City may use the Information for any reasons it
324 deems appropriate without being liable to the Consultant for such use. The Consultant
325 shall not use or disclose the Information for purposes other than performing the Work
326 contemplated by this Agreement without the prior consent of the City.
327

328 20. **Annual Review.** Prior to each anniversary of the date of this Agreement, the City shall
329 have the right to conduct a review of the performance of the Work performed by the
330 Consultant under this Agreement. The Consultant agrees to cooperate in such review and
331 to provide such information as the City may reasonably request. Following each
332 performance review the parties shall, if requested by the City, meet and discuss the
333 performance of the Consultant relative to the remaining Work to be performed by the
334 Consultant under this Agreement.
335

336 21. **Conflicts.** No salaried officer or employee of the City and no member of the Board of the
337 City shall have a financial interest, direct or indirect, in this Agreement. The violation of
338 this provision shall render this Agreement void.
339

340 22. **Governing Law.** This Agreement shall be controlled by the laws of the State of
341 Minnesota.
342

343 23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which
344 shall be considered an original.
345

346 24. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,
347 for any reason, held by a court of competent jurisdiction to be contrary to law, such
348 decision shall not affect the remaining provisions of this Agreement.
349

350 25. **Entire Agreement.** Unless stated otherwise in this Provision 25, the entire agreement of
351 the parties is contained in this Agreement. This Agreement supersedes all prior oral
352 agreements and negotiations between the parties relating to the subject matter hereof as
353 well as any previous agreements presently in effect between the parties relating to the
354 subject matter hereof. Any alterations, amendments, deletions, or waivers of the
355 provisions of this Agreement shall be valid only when expressed in writing and duly
356 signed by the parties, unless otherwise provided herein. The following agreements
357 supplement and are a part of this Agreement: None.
358

359 IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as
360 of the date set forth above.

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CITY OF ROSEVILLE

Mayor

City Manager

SAINT PAUL AREA CHAMBER OF
COMMERCE

By: _____

Its: _____

384
385
386

EXHIBIT A

387
388
389

EXHIBIT B
Cooperative Funding Agreement