

Agreement # \_\_\_\_\_

**Between the City of Saint Paul and Electric Citizen**

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of April, 2013, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “City” and Electric Citizen whose address is 5416 Aldrich Ave S, Minneapolis MN 55419 hereinafter called “Provider”

The City and Provider, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

**SECTION 1: Scope of Services.** The City does hereby retain the Provider to furnish professional services and to perform those tasks as outlined in the Agreement and as described in its proposal and letter dated January 29<sup>th</sup>, 2013 which is incorporated herein. The specific tasks, deliverables, time lines, etc. that make up these services are as follows:

1. Determine a method to export program data into the Sprockets on-line youth program finder at [www.SprocketsSaintPaul.org](http://www.SprocketsSaintPaul.org) developed by Provider. Train appropriate Sprockets and Parks and Recreation staff in how to use the export tool. Provide written directions of how to export data.
2. The provider will determine and design a better job save and sorting mechanism in the Youth Job Corps job bank portion of the website: [www.SprocketsSaintPaul.org](http://www.SprocketsSaintPaul.org)
3. The provider will build a rules-based module that triggers a custom, onscreen message to each Youth Job Corps applicant after submitting their job preferences.

**SECTION 2: Time For Completion.** The services described in Section 1 above shall be commenced upon execution of the Agreement and will be completed no later than June 1<sup>st</sup> 2013. Provider shall not proceed with any task without specific authorization from the City.

**SECTION 3: Billings and Payment.** That for Provider’s faithful performance of this Agreement, the City hereby agrees to compensate the Provider in the amounts and according to the following schedule:

Task 1	\$150
Task 2	\$1,200
Task 3	\$150

Total compensation shall not exceed \$1500 for all services and related costs. Provider shall submit itemized bills as specified in the schedule. Upon receipt of the invoice and verification of the charges, payment shall be made by the City to Provider within thirty (30) days.

**SECTION 4: Ownership of Work Products.** All deliverable work products and supporting documentation that result from the Provider’s services under this Agreement shall

become the property of the City after final payment is made to the Provider, with no right, title, or interest in said work product or supporting documentation vesting in the Provider.

**SECTION 5: Insurance.**

A. Provider shall be required to carry insurance of the kind and in the amounts shown below for the life of the contract. Insurance certificates should state that the City of Saint Paul, its officials, employees, agents and representatives are named as Additional Insureds.

1. General or Business Liability Insurance

- \$1,500,000 per occurrence
- \$2,000,000 aggregate per project
- \$2,000,000 products/completed operations total limit
- \$1,500,000 personal injury and advertising

Policy must include an “all services, products, or completed operations” endorsement when appropriate.

2. Automobile Insurance—(When Commercial vehicles are used in connection with a contract)

- a. Bodily Injury                   \$ 750,000 per person  
  \$1,000,000 per accident
  
- b. Property Damage not less than \$50,000 per accident. Coverage shall include:  
    hired, non-owned and owned auto.

Automobile Insurance—(When Personal vehicles are used in connection with a contract, the City is not required to be named as Additional Insured, but proof of insurance is required prior to commencement of activities.)

- a. Bodily Injury                   \$30,000 per person  
  \$60,000 per accident
  
- b. Property Damage               \$20,000 per accident

Automobile Insurance—When Rental vehicles are used in connection with a contract, the Provider shall either purchase insurance from the rental agency, or provide City with proof of insurance as stated above.

3. Workers Compensation and Employer’s Liability

- a. Worker’s Compensation per Minnesota Statute
- b. Employer’s Liability shall have minimum limits of
  - \$500,000 per accident;
  - \$500,000 per employee
  - \$500,000 per disease policy limit.

- c. Providers with 10 or fewer employees who do not have Worker's compensation coverage are required to provide the City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

4. General Insurance Requirements

- a. The policy is to be written on an occurrence basis or as acceptable to the City. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if policy includes errors and omissions coverage.
- b. The Provider shall not commence work until a Certificate of Insurance covering all of the insurance required for this project is approved and the project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extensions periods.
- c. The City reserves the right to review Provider's insurance policies at any time, to verify that City requirements have been met.
- d. Nothing shall preclude the City from requiring Provider to purchase and provide evidence of additional insurance.
- e. Satisfaction of policy and endorsement requirements for General Liability and Auto Insurance, of "each occurrence" and "aggregate" limits, can be met with an umbrella or excess policy with the same minimum monetary limits written on an occurrence basis, providing it is written by the same insurance carrier.

**SECTION 6: 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 Provider to the City is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find Provider an employee of the City, and Provider shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

**SECTION 7: Compliance with Applicable Law.** Provider agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they related to the Provider's performance of the provisions of this Agreement. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

**SECTION 8: Hold Harmless.** The Provider shall indemnify, save, hold harmless, protect, and defend the City, its officers, agents, and employees from all claims, actions or suits of any character brought for or on account of any claimed or alleged injuries or damages received

by any person or property, including the City, resulting from any act or omission by any person employed by Provider in carrying out the terms of this Agreement.

**SECTION 9: Termination.** Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party. In the event of termination, Provider will be paid by City for all service actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination.

**SECTION 10: Amendment or Changes to Agreement.** City or Provider 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. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

**SECTION 11: Entire Agreement.** It is understood and agreed that the entire Agreement supersede all oral agreements and negotiations between the parties relating to the subject matters hereof. The Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

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

**For the City:**

**For the Provider:**

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

By \_\_\_\_\_

Its \_\_\_\_\_

Approved as to form:

Date: \_\_\_\_\_

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

Taxpayer ID: \_\_\_\_\_

\_\_\_\_\_  
Department

Funding: \_\_\_\_\_  
Activity #

Prepared by: \_\_\_\_\_/\_\_\_-\_\_\_-20\_\_  
Req.#: \_\_\_\_\_