

Green Sheet NO: 3138353


Department/Office/Council:
 PU - HREEO - Contract & Analysis Services
 Date Initiated:
 19 JAN 2012

Contact Person & Phone:
 SUSAN FEUERHERM
 266-8917

Must Be on Council Agenda by (Date):

Doc. Type: OTHER AGREEMENT/CONTRACT

E-Document Required: N
 Document Contact:
 Contact Phone:


 Assign Number For Routing Order

	Department	Sent To Person	Initial/Date
0	HREEO - Contract & Analysis Se	280 CH - LIZ	
1	City Attorney	400 CH - GINGER	
2	Financial Services	700 CH - FINANCE	
3	Mayor's Office	390 CH - MAYOR'S OFFI	
4	HREEO - Contract & Analysis Se	280 CH - LIZ	
5			
6			
7			

Total # of Signature Pages ____ (Clip All Locations for Signature)

Action Requested:
 SIGNATURE REQUIRED FOR PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF SAINT PAUL AND MESSERLI & KRAMER, P.A.
 2012 GOVERNMENT RELATIONS

Recommendations: Approve (A) or Reject (R):
 _____ Planning Commission
 _____ CIB Committee
 _____ Civil Service Commission

Personal Service Contracts Must Answer the Following Questions:
 1. Has this person/firm ever worked under a contract for this department?
 Yes No
 2. Has this person/firm ever been a city employee?
 Yes No
 3. Does this person/firm possess a skill not normally possessed by any current city employee?
 Yes No
 Explain all yes answers on separate sheet and attach to green sheet.

Initiating Problem, Issues, Opportunity (Who, What, When, Where, Why):

Advantages If Approved:

Disadvantages If Approved:

Disadvantages If Not Approved:

Total Amount of Transaction: \$25,000.00
 Funding Source:
 Financial Information: (Explain)

Cost/Revenue Budgeted:
 Activity Number:

RECEIVED
 JAN 20 2012
 CITY ATTORNEY

Agreement # 02-
Between the City of Saint Paul and Messerli & Kramer, P.A.

THIS AGREEMENT, made and entered into this 28th day of December 2012, 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 Messerli & Kramer, P.A. whose address is 450 League of Minnesota Cities Building, 145 University Avenue West, Saint Paul, MN 55103, hereinafter referred to as "Consultant."

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

SECTION 1. Scope of Services.

A. Consultant agrees to provide 2012 government relations representation as described in its proposal dated December 19, 2011, which is incorporated herein by reference. The specific tasks, deliverables, time lines, etc. that make up these services are as follows:

- Representation before the 2012 Minnesota Legislature, including presence at committee hearings, floor sessions of the Senate and the House of Representatives and conferences with individual policy makers.
- Legislative lobbying for the construction of the Saint Paul Saints ballpark including drafting of bills, identification of authors, preparation of testifiers and lobbying the membership of the House and Senate.
- Maintain liaison with state administration officials as necessary.
- Provide updates on legislative and administrative activities relating to the progress of the Saint Paul Saints stadium legislation.
- Attendance at weekly meetings with City's legislative team to advance strategies.

SECTION 2. Time For Completion.

A. The services rendered by Consultant shall be commenced upon execution of the Agreement and notification by the City to proceed and will be completed in accordance with the schedule mutually agreed upon with the City which follows, but no later than one year from the effective date of this Agreement.

- Contract will commence January 3, 2012 thru May 31, 2012.

B. Consultant shall not proceed with any task without specific authorization from the Project Manager designated by the City.

C. In the event that there are delays caused by actions of the City or which may be reasonably requested by the Consultant which can change the completion date, Consultant shall request an extension of time for completion of the project. The Project Manager will review the request and may grant to the Consultant such extensions of contract time as may be reasonable.

SECTION 3. Billings and Payment.

A. That for Consultant's faithful performance of this Agreement, the City hereby agrees to compensate Consultant in the amount(s) and according to the schedule that follows.

B. The above amounts shall fully compensate Consultant for all work and associated costs. The City will honor no claim for services and/or costs provided by the Consultant not specifically provided for in this Agreement. Payment will be \$5,000 per month with total costs not to exceed \$25,000.00.

C. Consultant shall submit an itemized invoice monthly. Upon receipt of the invoice and verification of the charges by the Project Manager, the City shall make payment to Consultant within thirty (30) days.

D. In the event the Consultant fails to comply with any terms or conditions of the contract or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in the sections of this Agreement.

SECTION 4. Project Management.

A. The City requires the Consultant to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of the City is grounds for termination of the Agreement by the City. Consultant's principal project members are: Thomas J. Poul, Shareholder and James Clark, Shareholder.

B. The City has designated Wendy Underwood as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project Manager shall have the authority to transmit instructions, receive information, and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

SECTION 5: City Responsibilities.

A. The City agrees to provide Consultant with access to any information from City documents, staff, and other sources needed by Consultant to complete the work described herein.

SECTION 6. Work Products, Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

"Work product" shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from Consultant's services under this Agreement.

"Supporting documentation" shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and work products generated under this Agreement.

"Business records" shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other forma, belonging to Consultant and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation that result from the Consultant's services under this Agreement shall be delivered to the City and shall become the property of the City after final payment is made to the Consultant with no right, title, or interest in said work products or supporting documentation vesting in Consultant .

C. The Consultant agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the City.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Consultant under this Agreement, shall be delivered to the City by Consultant by the termination date and there shall be no further obligation of the City to Consultant except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The Consultant agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. Consultant agrees to abide strictly by Chapter 13 ,Minnesota Government Data Practice Act , and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Consultant in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Consultant must comply with those requirements as if it were a governmental entity. If any provision of this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

SECTION 7. Equal Opportunity Employment.

A. Pursuant to Chapter 183 of the Saint Paul Legislative Code and its implementing rules, Consultant will not discriminate against any employee or applicant for employment for work under this Agreement because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

SECTION 8. Compliance With Applicable Law.

A. Consultant 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 relate to the Consultant's performance of the provisions of this Agreement. It shall be the obligation of the Consultant to apply for, pay for, and obtain all permits and/or licenses required.