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City in America

CITY OF SAINT PAUL AGREEMENT

PURCHASER (Referred to as "The City")

City of Saint Paul
15 W Kellogg Blvd
Room 280 City Hall Courthouse
Saint Paul, MN 55102
Phone: 651-266-8900

CONTRACTOR

Messerli & Kramer
525 Park Street
Suite 130
Saint Paul, MN 55103

Contract No: 3341

Effective Date: January 6, 2022

Expiration Date: December 31, 2022

Contract Description: PSA-MAYOR-LOBBYING SERVICES-MESSERLI&KRAMER

Contacts

Buyer Contact Information:

SARAH PIETRZAK - sarah.pietrzak@ci.stpaul.mn.us

City Project Manager Contact Information:

CHRIS RIDER - chris.rider@ci.stpaul.mn.us

CHRISTIAN TAYLOR - christian.taylor@ci.stpaul.mn.us

Contractor Project Manager Contact Information:

KATY SEN - ksen@messerlikramer.com

NANCY HAAS - nhaas@messerlikramer.com

11-20 CITY TERMS AND CONDITIONS-PSA TEMPLATE

THIS AGREEMENT, made and entered into on the effective date above 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 the above-named Contractor, hereinafter referred to as "Contractor."

The City and Contractor, in consideration of the mutual terms and conditions, set forth, below, agree as follows:

Contractor agrees to provide the services comprised of tasks, deliverables, and timelines described in this Agreement.

Section 1. Time for Completion and Commencement of Work.

The services rendered by Contractor shall be commenced upon execution of the Agreement and with the specific prior agreement of the City or its designated representative to proceed. The work will be completed in accordance with the schedule mutually agreed upon with the City which follows, but no later than the expiration above. No claim for labor, services, or products provide by the Contractor not specifically provided for in this Agreement, or not specifically agreed to in advance, will be honored by the City.

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

Section 2. Project Management.

The City requires the Contractor 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.

The City has designated the individual on Page 1, 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 3. Billings, Payment, and Invoices.

The amounts herein shall fully compensate Contractor for all work and associated costs. The City will honor no claim for services and/or costs provided by the Contractor not specifically provided for in this Agreement. Total costs for the project shall not exceed the amount referenced herein.

Contractor shall submit an itemized invoice monthly or after services are complete. Invoices should clearly itemize all goods and/or services provided. Upon receipt of the invoice and verification of the charges by the Project Manager, the City shall make payment to Contractor within thirty-five (35) days in accordance with Minnesota Statutes Section 471.425 or future amendments. Any contested invoices shall not be paid until the billing issue is resolved, and City shall have thirty-five days from that date for payment.

Section 4. City Responsibilities.

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

Section 5. Amendment or Changes to Agreement.

A. 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.

B. 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 6. Notices.

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 to the individuals and addresses listed on page one (1).

Section 7. Survival of Obligations.

A. The respective obligations of the City and Contractor 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 8. 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 solely from Contractor'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 which result solely from Contractor's services under this Agreement, and which are 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 Contractor and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation shall be delivered to the City, and shall become the property of the City after final payment is made to the Contractor with no right, title, or interest in said work products or supporting documentation vesting in Contractor, except as provided in this section. Contractor shall retain the right to all its software, intellectual property and templates that are not a project specific deliverable as well as to individual features of the design which Contractor would reasonably expect to be able to recreate in whole or in part in other projects.

C. The Contractor 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 work product finished or unfinished, and supporting documentation prepared by the Contractor under this Agreement, shall be delivered to the City by Contractor by the termination date and there shall be no further obligation of the City to Contractor except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The Contractor shall maintain all business records relating to this Agreement 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. The Contractor 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 Contractor in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Contractor 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 9. Human Rights/Affirmative Action/Economic Opportunity.

Contractors must comply with the City of Saint Paul's Human Rights Department's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative Requirements in Employment, and Chapter A-12 of the Saint Paul Administrative Code governing workplace conduct. The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account 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.

Section 10. Affirmative Action Contract Specifications.

Every contractor or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded \$50,000 must complete and submit to the Department an Affirmative Action Program Registration form along with a \$75 registration fee (City of Saint Paul Administrative Code Ordinance 86.06 and City of Saint Paul Legislative Code Ordinance 183.04).

Section 11. Compliance With Applicable Law.

The Contractor 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, insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required.

Section 12. Conflict of Interest.

Contractor's acceptance of this agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City. The contractor also affirms that to the best of the Contractor's knowledge, their involvement in this contract does not result in a conflict of interest with any part or entity which may be affected by the terms of this contract. The Contractor agrees that should any conflict or potential conflict of interest become known to the contractor, they will immediately notify the Purchasing Systems Manager of the situation so that a determination can be made about Contractor's ability to continue performing services under this contract.

Section 13. Hold Harmless.

The Contractor shall defend and indemnify the City of Saint Paul, 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, resulting from any negligent act or omission by the contractor or any person employed by Contractor in carrying out the terms of this Contract.

Section 14. Assignment.

The City and Contractor each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Contractor will assign or transfer their interest in this Agreement without the written consent of the other.

Section 15. Termination.

A. With Cause.

The City reserves the right to terminate this Agreement if the Contractor violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement. In the event that the City exercises its right to terminate under this Section, it shall submit written notice to the Contractor, specifying the nature of the breach and the date by which such breach must be cured. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the terminated portions of this Agreement.

B. In the event of termination, the City will pay Contractor for all services and/or products, received by the City up to the receipt of the notice of termination and thereafter until the date of termination. The Contractor 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. 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 District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

Section 17. Independent Contractor.

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the Contractor to the City is that of independent contractor and not that of employee. No statement contained in the specification or resulting Agreement shall be construed so as to find the Contractor an employee of the City, and Contractor shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

Section 18. Waiver.

The waiver by the City of any breach under the terms of this Agreement or the foregoing by the City of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the City's right to any rights and/or remedies with respect to any subsequent breach or default of the terms of the contract. The rights and remedies of the City provided or referred to under the terms of the contract are cumulative and not mutually exclusive.

Section 19. Subcontracting.

The Contractor agrees not to enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the City.

Section 20. Force Majeure.

Neither the City nor the Contractor 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 the legislature, judiciary, or executive.

Section 21. Entire Agreement.

The specifications and other solicitation materials associated with this Agreement and these General Terms and Conditions shall constitute the entire Agreement between the parties and shall supersede all prior oral or written negotiations.

Section 22. Insurance.

Contractor shall be required to carry insurance of the kind and in the amounts shown below for the life of the contract. Certificates for General Liability Insurance must state that the City of Saint Paul, its officials, employees, agents and representatives are Additional Insureds. Policy must include an "all services, products, or completed operation endorsement as a sublimit to the General Liability Policy. Errors and omissions coverage must be included if the Contractor will be providing services for the City as a sublimit of the General Liability policy. Agent must state on the certificate if company carries errors and omissions coverage.

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

Errors and Omissions
\$1,000,000 per occurrence
\$1,000,000 aggregate

2. Automobile Insurance.

- a. Commercial Vehicles. When commercial vehicles will be used in connection with a contract, these minimum coverage amounts are required:

Bodily Injury
\$750,000 per person
\$1,000,000 per accident

Property Damage
Not less than \$50,000 per accident
Coverage shall include: hired, non-owned and owned auto

- b. Personal Vehicles. When personal vehicles are used in connection with a contract, the City is not required to be named as Additional Insureds, but proof of insurance is required prior to commencement of activities. Contractor must provide the Board and the City with Endorsements from insurance company.

Bodily Injury
\$30,000 per person
\$60,000 per accident

Property Damage
\$20,000 per accident

- c. Rental Vehicles. When rental vehicles are used in connection with a contract, the Contractor

shall either purchase insurance from the rental agency, or provide the City with proof of insurance as stated above.

3. Worker's Compensation and Employer's Liability. Worker's Compensation coverage is required per Minnesota Statutes. Employer's Liability shall have a minimum of:

\$500,000 per accident
\$500,000 per employee;
\$500,000 per disease policy limit.

a. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the Board and 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. Professional Services Coverage. Professional Liability Insurance is required when a contract is for service for which professional liability insurance is available for purchase. Professional Liability shall have minimum liability limits of:

\$1,000,000 per occurrence
\$1,000,000 aggregate

Higher liability limits may be required at the discretion of the City depending on project scope.

5. Work Scope Specific Insurance. Pollution Liability or Hazardous Waste, Builder's Risk, or other specialty insurance is required when a contract for which the insurance type will apply in the following minimum amounts:

Pollution Liability / Hazardous Waste
\$1,000,000 per occurrence
\$1,000,000 aggregate

Builder's Risk Insurance is required for the cost of the project.

Fireworks Insurance is required in the amount of \$5,000,000 minimum when fireworks will be used at an event to be held on City property.

Liquor Liability Insurance is required when liquor will be served at an event. Limits are dependent on the size of the event, but shall not be less than:

\$1,000,000 per occurrence
\$1,000,000 aggregate

Higher limits and/or additional insurance coverage may be required at the discretion of the City depending on project scope.

6. General Insurance Requirements

a. All policies shall be written on an occurrence basis or as acceptable to the City of Saint Paul. Certificates of insurance must indicate that the policy is issued on an occurrence basis.

b. The Contractor may not commence any work until Certificates 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 extension periods.

c. The City reserves the right to review Contractor's insurance policies at any time, with reasonable notice provided, to verify that City requirements have been met.

d. Nothing shall preclude the the City from requiring Contractor to purchase and provide evidence of additional insurance if the scope of services change, if the amount of the contract is significantly increased, or if the exposure to the City or its citizens is deemed to have increased.

e. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy shall be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies (endorsement) shall be provided with any certificate of insurance.

Section 23. Counterparts.

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument

Section 24. Electronic Signatures.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

Section 25. Additional Terms and Conditions Incorporated by Reference.

The City may incorporate by reference Federal, State, and/or project specific specifications or proposals. Except as otherwise provided in this Agreement, if any provision contained in the Federal, State, or project specific specifications or proposal is in conflict with, or inconsistent with, any provision in the general City Terms and Conditions, the more restrictive provision will control.

Exhibit A - SOW

1. BRIEF DESCRIPTION AND PURPOSE:

The City of St. Paul Mayor's Office requires the services of a lobbyist to represent the City of St. Paul before the Minnesota Legislature and State administrative agencies.

2. SCOPE OF WORK:

The Contractor will provide the following government relations services in representation of the City of St. Paul before the Minnesota Legislature and State administrative agencies:

- Coordinate with City Government Affairs team to support proactive lobbying for the City of Saint Paul's Legislative Agenda as it relates to: Eastbound Kellogg Blvd RiverCentre Bridge Bonding request; North End Community Center; Housing issues, catalytic converter legislation, and College Savings Account data access.
- Provide general strategic advice and monitoring on the proactive legislative items as well as on Public Safety, Transportation, Economic Development, and Local Government issues.
- Bill tracking on non-tax issues of interest to the City.
- As requested, and as resources allow, provide: hearing preparation, scheduling assistance and committee notes on topics of interest to the City.
- Maintain liaison with state administration officials as necessary.

The Contractor has provided the City of St. Paul with a copy of the Firm's Conflict of Interests policy and a list of current clients. The City of St. Paul is aware that the Contractor represents the Municipal Legislative Commission, the Minnesota County Attorney's Association, Hennepin County, the Minnesota Zoo and non-profits in the City of St. Paul. The City waives their right to representation on any issues that may arise and be in conflict between the City and these existing Contractor's clients.

3. COMPENSATIONS TERMS

The proposed contract amount for the services outlined above is \$60,000 for services provided over a 12-month period from January 6, 2022 through December 31, 2022. Contractor will invoice the City \$15,000 quarterly in January, April, July, and October and are due upon receipt.

CONTRACT LINES

Item	Item Description	Unit of Measure	Base Cost
SEE EXHIBIT A - SOW	SEE EXHIBIT A - SOW	8P	60,000.00000

City of Saint Paul
15 W Kellogg Blvd

Saint Paul, MN 55102

Suite 130
Saint Paul, MN 55103

Messerli & Kramer
525 Park Street
City:
This Agreement has been duly executed by the
City of Saint Paul via electronic approval

Contractor:

Signature

Printed Name

Title

Date