

Agreement # _____

Between the City of Saint Paul and Saint Paul Independent School District #165

THIS AGREEMENT, made and entered into this ____ day of January, 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 Saint Paul Independent School District #625, through its Office of Family Engagement and Community Partnership, 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. The City does hereby retain the Consultant to furnish professional services and to perform those tasks as outlined in the Agreement and as described in the attached Exhibit A. The specific tasks, deliverables, time lines, etc. that make up these services are as follows:

1. Consultant will provide the Parent Academy Program in at least five non-Title 1 Saint Paul schools during the 2012-13 and 2013-2014 school year. If the Consultant chooses to expand to additional schools under the contract with the city, it is obligated to inform the city Project Manager
2. Consultant will develop a strategy for testing the use of scholarships awarded to families to provide a significant incentive for parents to sign up for or complete the Parent Academy program. The Consultant will work with the city’s Project Manager to develop the basic parameters of the program and how it will be implemented.
3. Consultant will report total participation and completion rates of participants in the Parent Academy Programs by site and demographic information of the students and their families at the end of each school year. The Consultant will also provide similar information about the use of scholarships and incentive awards including how they were used, number of scholarship provided and other relevant information. Consultant agrees to meet with Project Manager quarterly or as requested to review progress on the initiative.
4. Develop agreed upon ways to bring information to each parent academy about city programs and services such as the Library's student support programs and services, Parks and Recreation activity programs and information about Sprockets after-school and summer programs to the attention of participating parents. In addition, develop ongoing and free/low-cost ways to also bring this information to teachers and students during the school year. Project Manager will coordinate with respective city departments and Consultant to ensure this work is ongoing.

SECTION 2: Time For Completion. The services described in Section 1 above shall be commenced January, 2013 and will be completed in accordance with the schedule mutually

agreed upon as shown in the chart below and shall be completed no later than Dec. 31, 2014.

SECTION 3: Billings and Payment. That for Consultant's faithful performance of this Agreement, the City hereby agrees to compensate the Consultant in the amounts and according to the following schedule: \$100,000 in a lump sum within thirty-five days of signing of the contract, and \$100,000 due in August, 2013. The August payment shall be paid within thirty-five days of receipt of a report on the 2012-2013 Parent Academy program above.

Consultant agrees to work with city Project Manager to determine approximate allocation of expenses to Parent Academies and incentive scholarships and other program ideas that might be developed and tested in the course of this initiative.

Total compensations shall not exceed \$200,000 including all services and associated costs.

SECTION 4: Ownership of Work Products. All deliverable work products and supporting documentation that results from the Consultant's services under this Agreement shall become the property of the City after final payment is made to the Consultant, with no right, title, or interest in said work product or supporting documentation vesting in the Consultant.

SECTION 5: Insurance.

- A. Consultant 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 Contractor 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. Consultants 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. **Professional Liability Insurance**
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
- 5. **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 Consultant's insurance policies at any time, to verify that City requirements have been met.
 - d. Nothing shall preclude the City from requiring Consultant 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 Consultant 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 Consultant an employee of the City, and Consultant shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

SECTION 7: Compliance with Applicable Law. 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 related 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.

SECTION 8: Hold Harmless. The Consultant 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 Consultant 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, Consultant 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 Consultant 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 Consultant:

By _____

Mayor's Office

Its _____

Finance Director

By _____
Its _____

Director of HREEO

Approved as to form:

Assistant City Attorney