

Standard Agreement for Professional Services

This Agreement (“Agreement”) is made on the ____ day of February, 2024, between the City of Roseville, a municipal corporation (hereinafter “City”), and the Saint Paul Area Chamber of Commerce, a Nonprofit Corporation (hereinafter “Consultant”).

Preliminary Statement

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

The City and Consultant agree as follows:

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

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.
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52 4. ***City Assistance.*** The City agrees to provide the Consultant with the following assistance
53 concerning the Work to be performed hereunder:
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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.
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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

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

- A. The City shall have the right to suspend the Work to be performed by the Consultant under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon Consultant of written notice from the City of such suspension.
 - B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.
6. ***Project Manager and Staffing.*** The Consultant has designated Kim O'Brien ("Project Contacts") to perform and /or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. Consultant may not remove or replace Project Contracts without the prior approval of the City.
 7. ***Standard of Care.*** All Work performed by the Consultant under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind.
 8. ***Audit Disclosure.*** Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Consultant.
 9. ***Termination.*** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth on page 1, a written notice at least seven (7) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If however, the City terminates the Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant

following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have, retain another consultant to undertake or complete the Work to be performed hereunder.

10. ***Subcontractor.*** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the Alliance, to include designated representative(s) from the City. The Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.
11. ***Independent Consultant.*** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. ***Non-Discrimination.*** During the performance of this Agreement, the Consultant shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
13. ***Assignment.*** The Consultant shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
14. ***Services Not Provided For.*** No claim for services furnished by the Consultant not specifically provided for herein shall be paid by the City.
15. ***Compliance with Laws and Regulations.*** The Consultant shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
16. ***Waiver.*** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

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

18. **Insurance.**

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

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

Worker's Compensation:	Statutory Limits
Employer's Liability	\$500,000 each accident
(Not needed for	\$500,000 disease policy limit
Minnesota based	\$500,000 disease each employee
Consultant):	
Commercial General Liability:	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
	\$2,000,000 Products – Completed Operations
	Aggregate
	\$100,000 fire legal liability each occurrence
	\$5,000 medical expense
Comprehensive Automobile	
Liability:	\$1,000,000 combined single limit (shall include
	coverage for all owned, hired and non-owed
	vehicles.

- 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
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238 c. Broad Form Property Damage coverage, including Completed Operations.
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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:
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- 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);
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- 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;
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- 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
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- 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.
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A copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 18, must be filed with City prior to the start of Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this Provision 18.

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

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

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

Consultant will take the action required by the City within fifteen (15) days of receiving notice from the City.

19. ***Ownership of Documents.*** All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Consultant may retain copies of such documents

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

20. **Annual Review.** Prior to each anniversary of the date of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.
21. **Conflicts.** No salaried officer or employee of the City and no member of the Board of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
22. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
24. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
25. **Entire Agreement.** Unless stated otherwise in this Provision 25, the entire agreement of the parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The following agreements supplement and are a part of this Agreement: None.

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

CITY OF ROSEVILLE

Mayor

City Manager

SAINT PAUL AREA CHAMBER OF
COMMERCE

By: _____

Its: _____

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EXHIBIT A

387
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EXHIBIT B
Cooperative Funding Agreement