



CITY OF MINNETRISTA

REQUEST FOR CITY COUNCIL ACTION/DISCUSSION

Subject: Item # Professional Service Contract with GTEL Advisors, LLC for Police Records Management System Consulting

Prepared By: Craig Squires, Director of Public Safety

Meeting Date: May 4th 2026

The Police Department's current Records Management System (RMS), implemented in 2008, is likely approaching the end of its useful life and we are unsure how much longer it will meet the operational and technological needs of the Minnetrista Public Safety Department.

Minnetrista is part of the LMAC (Lake Minnetonka Area Consortium) which consists of approximately 13 agencies that currently utilize the same RMS provider, allowing for data and cost sharing among participating agencies. However, some larger agencies—including the Hennepin County Sheriff's Office—are transitioning to new RMS platforms that better align with their operational requirements.

In response, representatives from the remaining smaller agencies, including Minnetrista PSD, convened to discuss a path forward in finding a new RMS. The group reached a consensus that engaging a qualified consultant is necessary to guide the selection and implementation of a new RMS. The needs, resources, and budget constraints of smaller departments differ significantly from those of larger agencies, making a tailored evaluation process essential.

Following this discussion, the group identified GTEL Advisors, LLC as a consulting firm with the expertise to assist in this effort. GTEL Advisors will provide services as outlined in the attached agreement, including needs assessment, vendor evaluation, and implementation planning.

GTEL Advisors has been involved in the movement of our existing RMS data from the Central Square hosting platform to being hosted by South Lake Minnetonka Police Department. This was because of our current vendor having a 10-day outage that left us without access to our data, during which time we didn't know if the data would be recovered due to a technology failure. They did eventually recover data, but we had 10 days' worth of work that we had to recreate in the system when it came back online.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

The GTEL Advisors founder was involved with the implementation of our current RMS and intimately understands our business processes, how the existing system is configured, what the needs will be in a new system to ensure we don't lose capability, and has a deep understanding of the complex integrations with the BCA and Hennepin County.

To date, four of the consortium agencies have formally committed to contracting with GTEL Advisors, with most or all remaining agencies expected to participate. By collaborating, participating departments will share the cost of consulting services evenly, resulting in significant cost savings compared to pursuing this effort independently. If we don't join the consortium, we would likely need these same services to select a new RMS vendor and implement it, which would be an exponential cost compared to joining this cost sharing agreement

The transition to a new RMS, including procurement, implementation, and decommissioning of the existing system, is a complex and resource-intensive process. Engaging a consultant will help ensure a structured, informed, and efficient transition.

The final effective date of the agreement will be determined once additional participating agencies complete their contract approvals with GTEL Advisors.

The attached contract was reviewed by Minnetrista's City Attorney.

Staff Recommendation:

Staff recommends that the City Council authorize entering into an agreement with GTEL Advisors, LLC in partnership with the LMAC agencies. This collaborative approach will provide cost-effective access to expert consulting services necessary to procure and implement a new RMS solution.

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Recommended City Council Action: Motion to approving Staff entering into an agreement with GTEL Advisors, LLC in partnership with the LMAC agencies. This collaborative approach will provide cost-effective access to expert consulting services necessary to procure and implement a new RMS solution.

Does Recommended Action meet City Mission Statement? Yes No
Does Recommended Action meet City Goals/Priorities? Yes No
Explain:

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Professional Services Contract

This Professional Services Contract ("Agreement") is entered into as of this ____ day of _____, 2026 by and between the City of Minnetrista, a Minnesota municipal corporation ("Client") with offices at 7701 County Road 110W, Minnetrista, MN 55364 and GTEL Advisors, LLC, a Minnesota limited liability company, 6120 Berkshire Lane N, Plymouth, MN 55446 ("Contractor"), collectively, the "Parties".

Terms and Conditions

1. Term of Agreement

- 1.1. Effective date: The Effective Date of this Agreement is _____.

The Contractor must not begin work under this Agreement until it is fully executed and the Contractor has been notified by the Client's authorized representative in writing that it may proceed.

- 1.2. Termination date: The term of this Agreement will be one year from the Effective Date of the Agreement. This Agreement will auto-renew for additional one-year terms unless one party notifies the other in writing of its intent to terminate the Agreement. The Agreement may be terminated with 30 days' written notice at any time by either party. All fees due to the Contractor as of the date of termination must be paid for all work completed.

2. Scope of Services

The Contractor shall provide the Client with project management support, business analysis services, quality assurance, and subject matter expertise for procurement and implementation of new information system(s). Specific tasks and activities will be assigned by and at the direction of the Client's authorized representative and may include, but are not limited to, the following typical needs of evaluating, managing, procuring, or implementing information systems for the Client.

- 2.1 Business Process Reviews - Conduct business process analysis activities, and then make recommendations relating to existing and future operational purchasing and implementation practices for the Client to link those processes to existing and future information systems. Assist with the development of all relevant documentation of current state and future state.
- 2.2 Technical Needs Assessments - Identify technical need requirements of existing and future information systems to ensure all operational, security, and compliance requirements.
- 2.3 Security Assessments - Perform security assessments on existing and future information systems by a Certified Information Systems Security Professional (CISSP). These security assessments shall include cyber security risk assessment and penetration testing. Testing to be performed by a qualified independent 3rd party possessing the knowledge, skills, experience and certifications to conduct such testing. Qualified independent 3rd party shall be mutually agreed upon by all Parties.

- 2.4 Risk Assessments – Conduct legal, functional and financial risk assessments on potential existing or future information systems related technological issues.
- 2.5 Procurement Assistance – Provide procurement assistance through all phases of a procurement and/or contract renewal process from pre-advertisement functions such as market research and data analysis through advertisement, evaluation, negotiation, award, implementation, administration, and project closeout.
- a) Pre-advertisement – conduct market research of the RMS market and identify potential vendors, systems, solutions along with various needed features of the system; completion of a timeline with milestones of key dates from pre-advertisement through system acceptance; assist with the determination of the optimal procurement vehicle, required budget, selection of a vendor, RFP preparation, RFP evaluation and scoring, contract preparation / negotiations, product/provider demonstration facilitation, reference checks, technology architecture review, and selection method assistance.
 - b) RFP Response – create assessment tools and evaluation processes as well as guidance for use in a future RFP. Anticipate necessary future modifications, upgrades or overhauls, as well as provide supplier proposal review tools and supplier product demonstration review tools, frameworks and metrics.
 - c) Evaluation and Scoring – Coordinate and recommend evaluation and scoring process for supplier proposals
 - d) Scenario Demonstration – Create operational scenarios that demonstrate real-life situations and functions in relation to the requirements developed in the RFP. Create scenarios that will focus on integrated solutions and workflows that illustrate the initiation of an activity, how the system manages data, and how the data is turned into information in the form of reports and data-rich information.
 - e) Contract Negotiations – Assist the Project Manager by establishing a strategic negotiation plan, evaluation and scoring process, identify and send clarification questions and identify items of Agreement.
 - f) Implementation – Collaborate with the selected proposer of the information system(s) to build a project plan and schedule based on input from all parties and obtain the department’s approval. The project schedule must reflect those activities needed to successfully implement new information system(s)RMNS and manage the project.
 - g) Modifications Support – Assist with developing and organizing any potential technical contract modifications required as necessary.
- 2.6 Current/Future Supplier Vetting – Assist with the evaluation of existing or future information system vendors, which would include vendor profile analysis, vendor system functionality validation, and the vendor security posture.
- 2.7 Data Conversion – Assist with and / or perform data conversion activities for existing or future information systems.
- 2.8 System Implementation – Assist with system implementations, which would include project

planning, monitoring and control of the project, managing organizational change relating to information systems, managing contract deliverables and payment milestones, managing of configuration and any custom development of systems, managing the process and completion of the installation of hardware / software, managing vendor integration activities, managing User Acceptance Testing (UAT), managing system training plans, managing system acceptance testing, managing go-live processes, managing go-live activities, managing a lessons learned process, and managing the project closeout.

- 2.9 Policy, Procedures, and Accreditation – Assist with the evaluations of policies, procedures, and accreditation standards against existing and future information systems.
- 2.10 System Decommissioning – Assist with the decommissioning of legacy information systems.
- 2.11 Custom Development Services – Assist with software development needs, which would include application development, interface development, and database management to meet the needs of existing and future information systems.
- 2.12 Additional Duties – Perform additional duties as directed by the Project Manager relating to information systems and/or technology including but not limited to, development of training plans, assisting in obtaining a complete Bill of Materials (BOM) for technology procurements (to include but not be limited to hardware, software, embedded systems to include manufacturer, version and End of Support/End of Life dates. A list must also be provided of any and all third-party components installed as part of the solution deployment (e.g. JAVA)).

3. Pricing

Prices listed below are inclusive of all services required for, or incidental to, completing the Services required under this Agreement, and there shall be no payment of per diem, out of pocket expenses, travel costs, mark-up or administrative or service or processing fee of any kind by the Client to the Contractor.

Prices shall remain fixed and firm for a term no less than one year from the Effective Date.

The Parties may consider an upward or downward adjustment after the first year period, to be effective thereafter until the termination date of the Agreement. It is the Contractor’s responsibility to request any price adjustment under this provision. For any adjustment to be effective, it must be submitted ninety (90) days prior to the expiration of the then current anniversary date/year. Any adjustment received after ninety (90) days from the expiration of the then current contract year may not be considered. The Client reserves the right to reject any price adjustments submitted by the Contractor. If no adjustment request is received, the Client will assume that the Contractor has agreed that next year’s term will be without any price adjustment.

Client shall pay Contractor not-to-exceed hourly rates below for various staff levels to complete the required tasks and deliverables as stated above:

Position Number	Staff Position	Hourly Rate
1	Senior Consultant	\$175.00
2	Security Consultant – CISSP	\$175.00

3	Data Conversion Developer	\$175.00
4	Process Consultant	\$175.00
5	Policy / Accreditation Expert	\$175.00
6	Technical Architect	\$175.00
7	Senior Developer	\$175.00
8	Developer	\$175.00
9	Project Manager	\$175.00
10	Analyst	\$175.00
11	Financial Analyst	\$175.00

Notwithstanding the rates above, compensation to the Contractor shall be based on the work assigned. The Contractor shall not exceed the maximum hourly rates when calculating the not-to-exceed cost statement required for each assignment.

The positions identified in the table above shall be the same as the key positions identified to the Client. The Client expects that the key personnel, in those positions, will be performing the services, as needed.

Staff Position Descriptions:

Senior Consultant

- Assist with business development activities as needed including marketing of MIS and valuation services.
- Leading custom professional services projects and liaising with the local team and Client as needed to deliver projects to time, cost, and quality expectations.
- Building credible partnerships with business development teams to provide support, advice, and guidance.
- Providing technical guidance to internal and external stakeholders, and executing research-based consulting projects relating to the development, implementation, and evaluation of pre-employment screening and selection programs.
- Custom design competencies-based assessment services.
- Designing and facilitating workshops and assessment related training.
- Developing data analytic reports.
- Project managing complex assessment projects, coordinate internal and external resources.
- Contributing to the methodology section of Client proposals including recommendations around appropriate design solutions and accurate costings that reflect actual delivery time.
- Contributing to the development of Statement of Work.

Security and Risk Management

- Confidentiality, integrity, and availability of information.
- Security governance principles and alignment with business strategy.
- Regulatory compliance requirements, including privacy and licensing.
- Professional and organizational code of ethics.
- Development, implementation, and enforcement of security policies and guidelines.
- Business continuity (BC) planning.
- Threat modeling concepts and methodologies.
- Risk management for supply chains.
- Establishment of security awareness training programs.

Asset Security

- Classification of data and data-bearing assets.
- Ownership of systems and data for defining roles and accountability.
- Protecting privacy per the demands of regulatory compliance.
- Asset retention and secure IT asset disposal (SITAD).
- Data security controls and protection methods.
- Establishment of asset-handling rules and regulations.

Security Architecture and Engineering

- Implementation of secure design principles in computer engineering.
- Selection of controls based upon information security requirements.
- Understanding the security capabilities of different information systems.
- Assessing and mitigating vulnerabilities across different architectures and systems.

- Application of cryptographic controls.
- Incorporation of security principles and controls in facility and site design.

Communication and Network Security

- Implementation of secure design principles in networking architectures.
- Security of network components, such as NAC devices, and CDNs.
- Security of wireless networks and systems.
- Security of communication channels, such as remote access and virtual networks.
- Application and management of communication and authentication protocols.

Identity and Access Management

- Physical and logical access to information, systems, devices, and facilities.
- Identity management and authentication for people, services, and devices.
- Integration of access controls in third-party cloud, federated, and on-premises services.
- Implementation of access controls, such rule- and role-based access.
- Management of the identity and access provisioning lifecycle.

Security Assessment and Training

- Design and validation of internal, external, and third-party auditing strategies and tests.
- Security control testing, such as penetration testing and vulnerability assessments.
- Collection of technical and administrative security process information.
- Analysis of test results and report generation.

Security Operations

- Incident investigation procedures and techniques.
- Investigation types and requirements according to industry standards and regulations.
- Application of logging and monitoring activities and intrusion detection and prevention.
- Secure provisioning and inventorying of resources.

- Application of detective and preventive security measures.
- Backup and disaster recovery strategies and business continuity planning.

Software Development Security

- Integration of security controls throughout the software development lifecycle (SDLC).
- Identification and application of security controls in development environments.
- Assessment of software development security controls.
- Definition and application of secure coding standards and guidelines.

Data Conversion Developer

- Conversion execution metrics (volume, target complete, duration).
- Data-related defect tracking.
- Intermediate tables ready for conversion.
- Extract and aggregate data from multiple sources and well as clean, crosswalk and analyze data.
- Manage relationships with stakeholders and SMEs.
- Understands the benefits of using state of the art methods and tools in their application on a particular engagement.
- Creates data maps and transaction workflow documents showing exactly how every field of information will be converted.
- Acts as a resource during conversion and answers questions, troubleshoots problems as they occur, supports implementation of new procedures, conducts last minute training if necessary and provides support during conversion week.
- Communicates strategic goals.
- Supervise a team of data consultants/associates to complete new business data transition activities.

Process Consultant

- Identify technical problems and develop solutions to support business objectives and plan for seamlessly integrating new process with existing business processes.
- Identify opportunities for business process optimization and develop business modeling standards and guidelines.
- Liaise with business partners to analyze complex processes, with clear understanding of business goals and objectives.
- Ensures process redesigns and improvements are effectively used to constantly improve business performance.

- Responsible for the overall quality of end to end process and workflow in support of analyzing and re-engineering business processes at the Segment and Corporate level.
- Leads Executive level Business Intelligence and Data Mining efforts leading Data mining initiatives in order to report the overall health and wellness of the organization across 19 functional areas on a quarterly basis.
- Meet with decision makers, systems owners, and end users to define business, financial, and operations requirements and systems goals.
- Support and lead engagement teams performing business process reengineering, process transformation, process documentation support services under the supervision of a manager.
- Collaborate with business partners to assess processes and identify opportunities for process automation to increase efficiencies and reduce operational risk.
- Engage with Application Owners and Delivery Managers to obtain alignment and ensure adherence to defined processes and standards.

Policy / Accreditation Expert

- Collaborates with manager on budget preparation and management.
- Provide leadership on accreditation programs to ensure successful survey process from initiation to timely submissions, appropriate responses to requests for additional information and identify proactively opportunities to improve on future re-accreditation efforts.
- Provide Subject Matter Expert (SME) recommendation(s) on accreditation standards and skills to recognize the appropriate information is compliant.
- Acts as a key contributor for accreditation readiness committee(s).
- Monitors mock audits activity to proactively identify opportunities for improvement for projects related to annual operating plan and/or regulatory related topics using PDSA (Plan, Do, Study, Act) process.
- Maintains liaison relationship with peers in functional departments by coordinating periodic (quarterly) joint sessions / meetings of key accreditation and quality and safety leaders.
- Maintains timelines continuously for all accreditation activities that can be communicated effectively to Senior Leadership to identify priorities and updates.
- Solves problems independently with the ability to prioritize in a fast-paced environment.
- Collaborates with the Contracts and Finance Specialist if the activity is funded by commercial support to ensure that the appropriate information is communicated to the learners prior to the CME activity.

Technical Architect

- Creates control system designs, and works with the engineering teams to implement and test those designs to meet established requirements.
- Maintains and archives design documents, models, source code, and other work products necessary for the project.
- As required, leads local team of contract resources to accomplish development objectives.
- Review federal, state, and company policies to determine applicability to systems functionality, design, and operation.
- Provide expertise in other technologies as part of the overall solution Relational Databases.
- Assist Client Infrastructure Team to provide appropriate (and secure) server/application access instructions for all staff and consultants.
- Leading the Development team to ensure quality solutions.
- Communicating Client requirements to the team.
- Architect solutions for on-premises applications and cloud-based applications.
- Focus on opportunities for code reuse.

Senior Developer

- Work with Business Analysts, Project Leaders and Clients to review the business requirements, prepare technical design documents and non-functional and functional prototypes as needed.
- Perform software construction, unit testing and debugging.
- Contribute to the design and development in all tiers of web application including front end design, back-end design, database design and unit testing.
- Work with large datasets in a real-time environment.
- Continually improve availability, scalability, performance and automation of our services.
- Be a major contributor to our backend architecture.
- Design for supportability in operations and customer service.
- Proactively drive the continues improvement to reduce delivery costs and refine estimation.
- Large amounts of data will be processed daily, hence experience with large data processing systems and/or distributed computation is desired.
- As a team manager, experience in development management styles expected (e.g. Scrum, Kanban or other forms), accompanied by good communication and interpersonal skills.
- 10+ Years of Experience.

Developer

- Work with Business Analysts, Project Leaders and Clients to review the business requirements, prepare technical design documents and non-functional and functional prototypes as needed.
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Project Manager

- Work with product / project leaders to prioritize development and implementation based on scope, timing and backlog.
- Work with engineering to solve technical problems related to development / implementation.
- Work with QA to build test cases and schedule releases.
- Build deployment timelines and communication plans with stakeholders.
- Management of sprint planning, story greening and story grooming sessions.
- Initiate, plan, execute and deliver projects.
- Drives internal process and is committed to executing jobs to the highest quality standards.
- Develops project timelines based on resource availability and helps to scope jobs for Client's longer-term needs.
- Develops project timeliness based on resource availability and helps to scope jobs for Client's longer-term needs.
- Establish team priorities and drive functional and technical solutions and issues to closure.

Analyst

- Providing ad hoc assistance to various team members.
- Identifying system data quality issues and providing optional solutions.
- Analyzes the forecasts, reports, financials and other data sources for Operations.
- Performs complex analyses of business groups and objectives and needs of the operations environment.
- Researches and analyzes the proposals and business operations projects.
- Assist the Data Management function within the team.
- Use systems to ensure data is accurate, correcting and backfilling information.
- Use internal systems to analyze metadata deliverables.

- Provides high-level expertise in information modeling, requirement analysis and facilitation using methodologies such as Integrated DEFinition (IDEF) or related techniques.
- Gathers requirements using facilitation techniques in order to collect and define data.
- Processes requirements necessary to support complex large scale and/or decision support systems.
- Uses information gathered to develop database specifications.
- Designs relational database schemas to support large-scale, mid-tier Clients/server, or web-based applications.
- Provides technical guidance in software engineering techniques and automated support tools.
- Extract, Transform and Load (ETL) processes.

Financial Analyst

- Communicate with business area Clients and/or partners to obtain necessary supporting information /documentation.
- Acts as liaison between finance and business lines to develop and maintain accurate and efficient budget methodology for assigned categories.
- Acts as liaison between finance and business units providing guidance involving financial issues.
- Assist sector finance leads, making sure all parties (business and finance) have full visibility over the status and outlook of their projects.
- Understand key business events which drive changes to the P&L.
- Gain an understanding of key financial contract terms and conditions and ensure appropriate judgement applied to financials including revenue recognition review of new business and ensure correct accounting treatment.
- Where required provide business partnering to support bid activity including preparing, checking and approving models.
- Decision support to the business project owners.
- Effective and efficient management of the accounting close process - Meet accounting close deadlines, ability to communicate and resolve issues with business partners.
- Participate in Third Party Reviews.

4. Invoices and Payment

The Contractor shall invoice the Client, and all invoices shall contain the following information:

I. Contractor's Information:

- Name of the Contractor as specified on the executed Agreement.
- Date of invoice
- Unique invoice number

II. Client Information:

- Applicable Client Purchase Order

III. Pricing Information:

- Unit price as stated above
- Total price as stated above

IV. Goods or Services Provided:

- Description
- Quantity

5. Notices

Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), or by e-mail, showing the date and time of successful receipt. Notices shall be sent to the Client's Authorized Representative which is _____ and the Contractor's Authorized Representative which is _____. Each such notice shall be deemed to have been provided at the time it is actually received.

6. Independent Contractor

All services provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the Client for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the services pursuant to this Agreement, shall not be considered employees of the Client. Any and all actions which arise as a consequence of any act or omission on the part of Contractor, its employees, subcontractors, or agents, or other persons engaged by Contractor in the performance of services pursuant to this Agreement, shall not be the obligation or responsibility of the Client. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the Client's employees, except as otherwise stated in this Agreement.

7. Indemnification

Contractor, and subcontractors of Contractor, shall indemnify, defend, and hold harmless the Client and its officials, employees, contractors and agents from claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation) caused by any negligent act or omission by Contractor, engaged by Contractor in the performance of the services pursuant to this Agreement. Likewise, the Client agrees that it will indemnify, defend, and hold harmless the Contractor, and its employees, subcontractors, and agents of Contractor against any and all claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation), which the Contractor may hereafter sustain, incur, or be required to pay arising out of the actions of the Client pursuant to this Agreement.

Each party shall indemnify, defend, and hold harmless the other party and its officials, officers, directors, employees, contractors, and agents from any and all third party claims, damages, suits, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any act or failure to act by the indemnifying party pursuant to this Agreement.

8. Insurance

Contractor agrees to maintain, at its expense, statutory workers' compensation insurance coverage. Contractor also agrees to maintain, at its expense, general liability insurance coverage insuring Contractor against claims for bodily injury, death, or property damage arising out of Contractor's general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,500,000. Upon request of the Client, Contractor shall provide the City with certificates of insurance, showing evidence of the required coverage.

9. Work Product

Any work product arising from the services performed by Contractor under this Agreement shall be considered a "work made for hire" and shall belong to the Client. Notwithstanding the foregoing, it is further understood that Contractor shall have a non-transferable royalty-free perpetual license to make such non-commercial use of the Contractor work product as it may deem desirable.

10. Entire Agreement

This Agreement shall constitute the entire agreement between the Client and Contractor and supersedes any other written or oral agreements between the Client and Contractor. This Agreement can only be modified in writing signed by the Client and Contractor. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

11. Data Practices Act Compliance

Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Contractor will immediately report to the Client any requests from third parties for information relating to this Agreement. Contractor agrees to promptly respond to inquiries from the Client concerning data requests.

12. Choice of Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

13. No Assignment

This Agreement may not be assigned by either party. There are no intended third party beneficiaries of any right or obligation assumed by the parties.

14. Compliance with Laws

Contractor shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in performing the services under this Agreement.

15. Force Majeure

Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the Agreement without penalty if performance does not resume within 30 days of the declaration. In the event of such cancellation, Contractor shall be paid the reasonable value of the services completed through the date of termination.

16. Waiver

None of the terms or provisions of this Agreement shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

17. Severability

In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

18. Counterparts

This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument and will be effective as of the Effective Date.

The Parties have executed this Agreement effective as of the last date that the Agreement is executed below:

Contractor

Client

By: _____

By: _____

Name: Jeff Gottstein

Name: Lisa Whalen

Title: President

Title: Mayor

By: _____

Name: Ann Meyerhoff

Title: City Clerk