

City of Spring Lake Park Consultant Services Agreement

This is an agreement entered into the 26th day of August, 2024, by and between the City of Spring Lake Park, Minnesota, hereinafter referred to as the “City”, and Nykanen Inspections LLC., a Limited Liability Company organized and existing under the laws of the State of Minnesota, hereinafter referred to as the “Consultant”, collectively referred to as “Parties”.

Whereas, the City desires to hire the Consultant to perform electrical inspection services based on the Minnesota State Building Code (“Services”); and

Whereas, Consultant represents that they have the necessary skills and desire to perform the Services.

Now, therefore, the Parties hereby mutually agree to the following:

- 1) **Scope of Service**. The Consultant shall perform the Services as follows:
 - A. The Consultant shall provide all required on-site inspection services in relation to any permit properly submitted to the City.
 - B. The Consultant agrees to be available during all weekdays and all days and hours that the City offices are open to the public.
 - C. The Consultant shall provide the City with detailed written reports documenting each electrical inspection in a form approved by the City Building Official. The Consultant’s inspections and reports must be completed and submitted within one business day of the permit applicant’s request unless otherwise agreed to by the City.
 - D. The Consultant represents that he is a licensed master or journeyman electrician in the State of Minnesota. The Consultant shall, in the execution of the services, conform to all applicable federal, state and local laws, codes, ordinances and regulations, including, but not limited to, any applicable conflict of interest provisions.
 - E. The Consultant will be overseen by the Building Official.
- 2) **Term**. This Agreement shall be effective upon approval by the City Council and continue until a notice of termination is delivered, in writing, by either Party. Notice of termination without cause must be made at least 45 days prior to the intended date of termination. After termination, the City shall have no further obligation to the Consultant except to compensate the Consultant for services performed prior to the date of termination. In the event the Consultant is in violation of the terms of this Agreement, the City may immediately terminate this Agreement by giving the Consultant notice of termination.

- 3) **Compensation**. The fees for the Consultant services shall be based on eighty percent (80%) of the permit fees as shown in the attached **Exhibit A**. Payments must be made within 30 days of receipt of an invoice. Consultant will send the City monthly invoices for services rendered.
- 4) **Insurance**. The Consultant shall secure and maintain the following minimum insurance:
 - A. Worker's compensation insurance as required by Minnesota law.
 - B. Electrical inspector's errors and omissions and general liability insurance policies with limits of \$1,000,000 each negligent act, error or omission and \$2,000,000 aggregate.
 - C. The Consultant shall indemnify, hold harmless and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims and actions, including attorney's fees which the City, its officers or employees may herein after sustain, incur or be required to pay arising out of or by reason of any negligent of will act or adequately perform the Consultant's obligations pursuant to this Contract.
- 5) **Data Practices**. All records kept by Consultant and City with respect to the Agreement are subject to examination by representatives of each Party. All data collected, created, received, maintained or disseminated for any purpose by the City or the Consultant under this Agreement are governed by Minnesota Statutes, Chapter 13 ("Act"), and the Minnesota Rules implementing the Act.
- 6) **Compliance With Laws and Regulations**. Consultant agrees to comply with all applicable City Ordinances, state statutes and federal laws applicable to Consultant.
- 7) **Amendments or Modifications**. Both Parties acknowledge that modifications to this Agreement may be necessary to ensure an effective, on-going working relationship. To that end, both Parties shall use their best efforts to ensure the viability of this Agreement into the future. However, any alterations, variations, modification, or waivers of provisions to this Agreement will only be valid when they have been reduced to writing and duly signed and attached hereto.
- 8) **Entire Agreement**. This Agreement is the entire agreement between the Parties and supersedes all oral agreements and negotiations between the Parties relating to this Agreement. All exhibits and attachments to this Agreement are incorporated into the Agreement. If there is a conflict between the terms of this Agreement and any of the exhibits, the Agreement governs.
- 9) **Independent Contractor**. Both the Consultant and the City acknowledge and agree that the Consultant and their subcontractors are independent contractors and not employees of the City. The Consultant understands that the City will not provide any benefits of any type in connection with this Agreement, including, but not limited to, health or medical insurance, workers' compensation insurance and unemployment insurance, public employee retirement benefits, nor will the City withhold any state or federal taxes, including income or payroll taxes, which may be payable by the Consultant. The Consultant must supply all other supplies, equipment, materials, tools and incidentals

that are needed to perform services under this Agreement at his own expense. The Consultant acknowledges that any general instruction he receives from the City has no effect on his status as an independent contractor.

10) Background Checks. The City may perform background checks, in accordance with state law, on the Consultant or any of his subcontractors who provide services to the City.

11) Records Access. The Consultant shall provide the City access to any books, documents, papers and records which are directly pertinent to the Agreement, for the purpose of making audit, examination, excerpts, and transcriptions, for three years after final payments and all other pending matters related to this Agreement are closed.

12) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

13) No Waiver by City. By entering into this Agreement, the City does not waive its entitlement to any immunities under statute or common law.

This agreement was adopted by the City Council on this day 26th day of August, 2024.

City of Spring Lake Park

By: _____
Robert Nelson, Mayor

Attest:

By: _____
Daniel R. Buchholtz, Administrator,
Clerk/Treasurer

Nykanen Inspections, LLC.

By: _____
Andrew Nykanen