

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is made this ___ day of _____, _____ by and between the City of St. Francis, a Minnesota municipal corporation located 23340 Cree Street, St. Francis MN 55070 (the “City”), and Triad Paradigm, LLC., a Minnesota limited liability company (Domestic) organized under the laws of the State of Minnesota and located at 200 124th Lane NW, Coon Rapids, MN 55448 (the “Contractor”).

- 1. SERVICES TO BE PROVIDED.** The Contractor will perform for the City the services as specified in its proposal which is incorporated into this Agreement as Exhibit A (the “Proposal”) regarding a fire department shared services study. All professional services provided by the Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.
- 2. COST OF SERVICES.** For the tasks outlined in the Proposal, the City shall pay the Contractor a total cost of the project not to exceed \$49,900.00 (the “Professional Fees”). This amount includes the \$38,900 Core Deliverable Services as well as all of the “Optional Services for additional fee, including: Strategic Plan 3-5 year (\$5,000), Advising on organizational change process (\$3,000), and JPA Creation (\$3,000), all as listed in the attached Proposal. The Professional Fees include all professional services and all expenses related to the Proposal. The City shall not be responsible for payment for any additional work performed by the Contractor that is not expressly listed on the Proposal or otherwise pre-approved by the City in writing. The Contractor shall submit itemized invoices for the services it provides to the City on a monthly basis. The itemized invoices shall clearly identify all work completed. Invoices submitted will be processed and paid in the same manner as other claims made to the City. The sum stipulated for services shall be considered an “Not to Exceed” cost to the City, subject only to adjustments for changes in scope of services performed.
- 3. TERMINATION OF AGREEMENT.** Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows: (1) the parties, by mutual written agreement, may terminate this Agreement at any time; (2) the Contractor may terminate this Agreement in the event of a breach of the Agreement by the City, upon providing 30 days’ written notice to the City; (3) the City may terminate this Agreement at any time at its option, for any reason or no reason at all.
- 4. INDEPENDENT CONTRACTOR.** All services provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of the Contractor, its officers, employees, subcontractors, or agents, or other persons engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation

or responsibility of the City. The Contractor, its officers, employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.

5. **INDEMNIFICATION.** The Contractor, and any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall indemnify, defend, and hold harmless the City and its officials, employees, contractors, and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by the Contractor, its officers, employees, subcontractors, and agents, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement.

In no event shall the City be liable to the Contractor for consequential, incidental, indirect, special, or punitive damages.

Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

6. **INSURANCE.** The Contractor agrees that before any of the services can be performed hereunder, the Contractor shall procure at a minimum:

- Worker's compensation insurance as required by Minnesota state law;
- Professional liability in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate; and
- Commercial general liability in an amount of not less than \$1,500,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,500,000.00 per occurrence for property damage.

To meet the commercial general liability requirements, the Contractor may use a combination of excess and umbrella coverage.

The Contractor shall provide the City with a current certificate of insurance listing the City as an additional insured with respect to the commercial general liability and umbrella or excess liability.

Such certificate of liability insurance shall contain a statement that such policies shall not be canceled or amended unless thirty days' written notice is provided to the City, ten days' written notice in the case of non-payment.

7. **CONFLICT OF INTEREST.** The Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety.
8. **THIRD PARTY RIGHTS.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

9. **NOTICES.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, first class and postage fully prepaid, and addressed to the addresses above, or at such other address as either party may provide to the other by notice given in accordance with this provision.

10. **MISCELLANEOUS PROVISIONS.**

A. **Entire Agreement.** This Agreement shall constitute the entire agreement between the City and the Contractor, and supersedes any other written or oral agreements between the City and the Contractor. This Agreement can only be modified in writing signed by the City and the Contractor.

B. **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. The Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. The Contractor agrees to promptly respond to inquiries from the City concerning data requests.

C. **Audit.** The Contractor must allow the City, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to all Services provided under this Agreement for a minimum of six years from the termination of this Agreement.

D. **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.

E. **No Assignment.** This Agreement may not be assigned by either party without the written consent of the other party.

F. **No Discrimination.** The Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.

G. **Agreement Not Exclusive.** The City retains the right to hire other additional contractors in the City's sole discretion.

H. **Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.

I. **Waiver.** Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.

J. Compliance with Laws. The Contractor shall exercise due professional care to comply with applicable federal, state, and local laws, statutes, rules, ordinances, and regulations in effect as of the date the Contractor agrees to provide the applicable services detailed in Exhibit A.

K. Headings. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

[Remainder of Page Left intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the date first written above.

THE CITY OF ST. FRANCIS:

**CONTRACTOR:
TRIAD PARADIGM, LLC.**

By: _____

By: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

By: _____

Its: City Administrator

Date: _____

EXHIBIT A

The Proposal For Shared Services Study

Triad Paradigm, LLC

[to be inserted]