

MASTER SERVICE AGREEMENT
STREETAR CONSULTING LLC

This Master Service Agreement (this “Master Agreement”) is made this 15th day of April, 2022 (the “Effective Date”), by and between the City of St. Francis, a Minnesota municipal corporation with its principal office located at 23340 Cree St. NW, St. Francis, MN (the “City”), and Streetar Consulting LLC, a Minnesota limited liability company with its principal office located at 3515 Pierce Street NE, Minneapolis, MN 55418 (“Consultant”).

I. OVERVIEW OF SERVICES; SUPPLEMENTAL PROPOSALS. Throughout the term of this Master Agreement, Consultant will provide certain planning, community and economic development services (collectively, the “Services”) to the City on an as-needed, as-requested basis. Although Services may deviate depending on specific needs, goals, and requests of the City, they are expected to generally consist of the following:

- (a) strategic planning tasks;
- (b) planning, housing, economic development, redevelopment project management;
- (c) policy, program and strategy research and analysis;
- (d) other facets of land use planning, small area planning, zoning and subdivision, economic development, housing, and neighborhood and downtown revitalization;
- (e) other planning, community or economic development-related services that are requested by the City.

Services related to projects that are larger or otherwise need to be specifically refined in scope, as determined by the parties, may be articulated and agreed to separately pursuant to supplemental, project-specific proposals (each, a “Supplemental Proposal”), which may be submitted by the Consultant throughout the term of this Agreement and deemed effective once executed by the city administrator. Unless otherwise expressly noted within, Supplemental Proposals shall be subject to all of the terms and conditions contained in this Master Agreement. Supplemental Proposals may be provided by Consultant to the City in the general form attached hereto as Exhibit A.

Notwithstanding the foregoing, nothing contained in this paragraph shall preclude the Consultant from performing any Services in accordance with this Master Agreement at the City’s direction absent a Supplemental Proposal. All Services provided by Consultant under this Master Agreement, whether or not pursuant to a Supplemental Proposal, shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

II. COST OF SERVICES. Unless specified otherwise in a Supplemental Proposal, all Services provided pursuant to this Master Agreement will be billed at the rate of \$136 per hour, billed in 15-minute increments, including travel time, along with reimbursement for mileage at the IRS-approved reimbursement rate, materials, and supplies. Consultant shall invoice the City on a monthly basis for all Services performed and any other reimbursable costs specified herein, and the invoice will include the number of hours and a description of all Services performed by Consultant. Payment to Consultant by the City shall be due within 35 days of the date of the invoice in accordance with Minnesota Statutes, section 471.425. The City shall not be responsible

for payment for any additional costs or work performed by Consultant that is outside the scope of this Master Agreement or Supplemental Proposal, as the case may be, unless expressly pre-approved by the City.

III. CITY'S RESPONSIBILITIES. Either on its own initiative or upon request by Consultant, the City shall provide Consultant with all available relevant materials pertaining to completion of the Services. City staff shall also make reasonable efforts to communicate with Consultant in relation to any ongoing projects and to ensure that the Consultant can perform the Services in a manner satisfactory to the City.

IV. TERM AND TERMINATION OF AGREEMENT. The term of this Master Agreement shall commence on the Effective Date and continue until terminated by one of the parties in accordance with this paragraph. Subject to the rights of termination described below, this Master Agreement shall be deemed to be automatically extended from year-to-year. This Master Agreement may be terminated by either party at any time by giving 30 days' written notice to the other party at its address provided above. Upon termination, Consultant shall be paid by the City for all Services rendered by Consultant and all other pre-approved costs incurred by Consultant as of the date of the termination for which Consultant has not yet been compensated.

V. INDEPENDENT CONTRACTOR. All Services provided shall be provided by Consultant as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Consultant, or any other person engaged by Consultant in the performance of the 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 Consultant, its employees, subcontractors, or agents, or other persons engaged by Consultant in the performance of Services pursuant to this Agreement, shall not be the obligation or responsibility of the City. Consultant, its 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 in this Master Agreement.

VI. INDEMNIFICATION. Consultant shall indemnify, defend, and hold harmless the City and its officials, employees, Consultants and agents from claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation) caused by any negligent act or omission by Consultant, engaged by Consultant in the performance of the Services pursuant to this Master Agreement. Likewise, the City agrees that it will indemnify, defend, and hold harmless the Consultant, and any employees, subcontractors, and agents of Consultant against any and all claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation), which the Consultant may hereafter sustain, incur, or be required to pay arising out of the negligent acts or omissions of the City pursuant to this Master Agreement. The parties agree that all indemnity obligations shall survive the completion or termination of this Agreement.

VII. INSURANCE. Consultant agrees that before any Services can be performed hereunder, it will procure at a minimum: worker's compensation insurance as required by Minnesota state law and professional liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000 in the aggregate. If the Consultant operates a motor vehicle in performing the Services under this Agreement, the Consultant shall maintain automobile liability insurance for any and all

automobiles so operated with a minimum liability limit of \$1,000,000, combined single limit. Upon the City's request, Consultant shall provide the City with a current certificate of insurance showing adherence to the above requirements.

VIII. MISCELLANEOUS PROVISIONS.

A. Entire Agreement. This Master Agreement shall constitute the entire agreement between the City and Consultant and, except for Proposals that will supplement it, supersedes any other written or oral agreements between the City and Consultant. This Master Agreement can only be modified in writing signed by the City and Consultant.

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

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

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

E. Compliance with Laws. Consultant shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in performing the Services under this Master Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Master Agreement in duplicate on the respective dates indicated below.

CITY OF ST. FRANCIS

By: _____
Steve Feldman
Its: Mayor

By: _____
Kate Thunstrom
Its: City Administrator

STREETAR CONSULTING LLC

By: _____
Robert Streetar
Its: Principal

EXHIBIT A

Supplemental Proposal for City of St. Francis

This supplemental proposal, dated 15 April, 2022, is submitted pursuant to that certain Master Service Agreement (“Master Agreement”) between the City of St. Francis (“City”) and Streeter Consulting LLC (“Consultant”) for the purpose of proposing specific services to be performed thereunder. Specifically, Consultant proposes to perform those services that are summarized in the Work Plan attached hereto (for purposes of this proposal, the “Services”).

If accepted, the Services shall be performed pursuant to all terms and conditions of the Master Agreement unless otherwise noted expressly herein.

Fees

If accepted, all Services provided pursuant to this proposal shall be performed at the hourly rates shown in the Work Plan attached hereto. If no such hourly rates are specified, the Services shall be performed at the hourly rates contained in the Master Agreement.

Term

Unless extended by Consultant, this supplemental proposal shall be deemed effective for a period of 60 days from date written above.

Respectfully submitted,



Robert Streeter
Principal
Streeter Consulting LLC

Acceptance

By executing below, the City Administrator agrees to accept this Supplemental Proposal in accordance with Section I of the Master Agreement, and Consultant is hereby directed to perform the above-described Services pursuant to the terms and conditions contained in the Master Agreement and supplemented herein.

City Administrator

Date

Streetar Consulting LLC
3515 Pierce Street NE
Minneapolis, MN 55418

Supplemental Proposal No. 2022 - 3

[Work Plan also to be attached]