

# Minneapolis Park and Recreation Board

## Professional Services Contract

MPRB Contract Number

MPRB Department

Contractor SSN or Federal ID Number 44-0643135

THIS AGREEMENT is between the Minneapolis Park and Recreation Board, referred to as the MPRB and Stinson Leonard Street LLP, referred to as the Contractor, for legal services to be provided under the terms of this Agreement.

The MPRB and the Contractor for the consideration hereinafter stated agree as follows:

### I. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS consist of the MPRB's Request for Proposal, or the Contractor's Professional Services Proposal, or the Contractor's Scope of Services. The Contract Documents are hereby incorporated into this Agreement and are as much part of this Agreement as if fully set forth herein.

### II. SCOPE OF SERVICES

Contractor shall perform services for the MPRB as identified below.

Attached hereto and incorporated by reference herein (select one):

A. The MPRB's Request for Proposal and the Contractor's Professional Services Proposal (Exhibit A)

B. Contractor's Scope of Services (Exhibit A)

**OR**

C. The services to be performed by the Contractor are as follows:

### III. COMPENSATION

Contractor's total compensation under this Contract for all services, excluding reimbursable expenses, shall not exceed \$ 19,000.00. Eligible reimbursable expenses of up to \$3,000 must be included in "Contractor's Scope of Services" and agreed to by the MPRB.

Contractor shall submit monthly itemized invoices for services rendered to the Contract Manager whose name and address appears in Paragraph XVI of this Contract and whose signature appears on the signature page of the Contract. If uncontested by the MPRB, the MPRB shall pay all such invoices within 35 days

of receipt of the invoice by mailing the payment to the person identified by Contractor in Paragraph XVI of this Contract.

#### **IV. EFFECTIVE DATE AND TERMINATION DATE**

This Contract shall be in full force and effect from September 17, 2014 through December 31, 2015 unless otherwise extended by the MPRB or terminated earlier under Paragraph XV, Cancellation, Default and Remedies.

#### **V. SUBSTITUTIONS AND ASSIGNMENTS**

Upon approval by the MPRB, the Contractor may substitute other persons to perform the services listed Contractor's Scope of Services. If substitution is permitted by the MPRB, the Contractor shall furnish information to the Contract Manager signing this Contract for the MPRB to allow proper review of the qualifications of the substituted person. No assignment of this Contract shall be permitted without a written amendment signed by the MPRB and the Contractor.

#### **VI. CONTRACT ADMINISTRATION**

All provisions of this Contract shall be coordinated and administered for the MPRB by the Contract Manager identified in Paragraph XVI and whose signature appears on the signature page of this Contract.

#### **VII. AMENDMENTS**

Any alterations, variations, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing as an amendment to this Contract and signed by the parties. Any amendment that causes the Compensation due under Paragraph III of this Contract to exceed \$50,000 must be approved by the MPRB by formal action by its Board of Commissioners.

#### **VIII. INDEPENDENT CONTRACTOR**

The Contractor and its employees shall not be an employee of the City of Minneapolis or the MPRB. The Contractor and its employees shall act as an independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City of Minneapolis or the MPRB its departments or agencies. The Contractor and its employees shall not act as the agent, representative or employee of the City of Minneapolis or the MPRB.

#### **IX. CONTRACTOR'S INSURANCE**

A. Contractor shall complete the Standard Contract Insurance form which is attached hereto as Exhibit B and incorporated by reference herein. The limits of such coverages shall be as follows:

	<u>Limits</u>
1. Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000
2. Workers' Compensation and Employer's Liability:	
Workers' Compensation	Statutory
<p>If Contractor is based outside the State of Minnesota, coverage must comply with Minnesota law. In accordance with Minnesota law, if Contractor is a sole proprietor, it is exempted from the above Workers' Compensation requirements. In the event that Contractor should hire employees or subcontract this work, Contractor shall obtain the required insurance.</p>	
<p>Employer's Liability. Bodily injury by:</p>	
Accident—Each Accident	\$500,000
Disease—Policy Limit	500,000
Disease—Each Employee	500,000
3. Professional Liability—Per Claim	\$1,500,000
Aggregate	2,000,000
<p>The professional liability insurance must be maintained continuously for a period of two years after the termination of this Contract.</p>	
4. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles.	

- B. An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits. The above establishes minimum insurance requirements. It is the sole responsibility of Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Contract. Upon written request, Contractor shall promptly submit copies of insurance policies to the MPRB.

Contractor shall not commence work until it has obtained required insurance and filed with the MPRB, a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name the MPRB as the certificate holder and as an additional insured for the liability coverage(s) for all operations covered under the Agreement. Contractor will notify the MPRB within 10 days of learning of cancellation, nonrenewal, or material change in any described policies.

Contractor shall furnish to the MPRB updated certificates during the term of this Contract as insurance policies expire. If Contractor fails to furnish proof of insurance coverages, the MPRB may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute. The MPRB does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section.

- C. Duty to Notify. Contractor shall promptly notify the MPRB of any claim, action, cause of action or litigation brought against Contractor, its employees, officers, agents or subcontractors, which arises out of the services contained in this Contract. Contractor shall also notify the MPRB whenever Contractor has a reasonable basis for believing that Contractor and/or its employees, officers, agents or subcontractors, and/or the MPRB, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Contract. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Contract.

## **X. DATA PRACTICES**

With regard only to all information created or collected pursuant to services provided under this Agreement, Contractor, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, subject to the Minnesota Rules of Professional Conduct. Contractor agrees to promptly notify the MPRB if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Contract.

## **XI. COMPLIANCE WITH THE LAW**

Contractor agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363A), the Minneapolis Civil Rights Ordinance (Ch. 139), and Title

VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event the Contractor has questions concerning these requirements, the MPRB agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of this Contract.

## **XII. AUDITS**

The Contractor agrees that the MPRB, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Contract. Contractor shall maintain these materials and allow access during the period of this Contract and for six (6) years after its termination or cancellation.

## **XIII. APPLICABLE LAW**

The law of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise under this Contract will be in and under those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

## **XIV. CONFLICT AND PRIORITY**

In the event that a material conflict is found between provisions in this Contract, the Contractor's Scope of Services, or the Contractor's Proposal, if any, or the MPRB's Request for Proposals, if any, the provisions in the following rank order shall take precedence: 1) Contract; 2) Contractor's Scope of Services; 3) Contractor's Proposal, and 4) MPRB's Request for Proposals.

## **XV. CANCELLATION, DEFAULT AND REMEDIES**

Either party to this Contract may cancel this Contract upon thirty (30) days written notice, except in instances where the Contractor fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the MPRB has the right to terminate this Contract, if the Contractor has not cured the default after receiving seven (7) days written notice of the default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the MPRB for damages sustained by the MPRB as a result of any breach of the standard of care for the provision of legal services in the State of Minnesota while providing legal services under this Contract by the Contractor. The MPRB may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the MPRB is determined. The rights or remedies provided here shall not limit the MPRB, in case of any

default, error or omission, by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, defense, liability limit or immunity of the MPRB or Contractor under law.

## **XVI. NOTICES**

Any notice or demand authorized or required under this Contract shall be in writing and shall be sent by certified mail to the other party as follows:

To the Contractor:

Stinson Leonard Street LLP  
150 So. 5<sup>th</sup> Street, Ste. 2300  
Minneapolis, MN 55402  
Attn: Byron E. Starns

To the MPRB:

Minneapolis Park and Recreation Board  
2117 West River Road  
Minneapolis, MN 55411  
Attn: Jayne Miller, Contract Manager

## **XVII. CONFLICT OF INTEREST/CODE OF ETHICS**

By signing this Contract, the Contractor agrees that it will not represent any other party or other client which may create a conflict of interest as defined by the Minnesota Rules of Professional Conduct in its representation with the MPRB. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the MPRB Department Contract Manager and ask for an interpretation.

Contractor agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all MPRB employees and officers participating in this Contract have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the MPRB to void this Contract. All questions relative to this section shall be referred to the MPRB and shall be promptly answered.

**XVIII MERGER**

The entire agreement between the parties is contained herein and this Contract supersedes all oral agreements and negotiations relating to the subject matter of this Contract. All items that are referenced or that are attached are incorporated and made a part of this Contract. If there is any conflict between the terms of this Contract and referenced or attached items, the terms of this Contract shall prevail.

The parties being in agreement have caused this Contract to be signed as follows:

**FOR THE CONTRACTOR:**

By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

By signing this agreement, I represent that I have the authority to enter into and bind the Contractor to this agreement.

**FOR THE MPRB:**

By \_\_\_\_\_

Its President

By \_\_\_\_\_

Its Secretary

By \_\_\_\_\_

Its Contract Manager Date:

*By signing this agreement, I represent that I have the authority to enter into and bind the MPRB to this agreement.*

Fund \_\_\_\_\_ Department \_\_\_\_\_ Account \_\_\_\_\_ Task \_\_\_\_\_

Project Number \_\_\_\_\_ Activity \_\_\_\_\_