



**SAINT PAUL
MINNESOTA**

CITY OF SAINT PAUL AGREEMENT

PURCHASER (Referred to as “The City”)

City of Saint Paul
15 W Kellogg Blvd
Room 280 City Hall Courthouse
Saint Paul, MN 55102
Phone: 651-266-8900

CONTRACTOR

Messerli & Kramer
100 5th Street S.
Suite 1400
Minneapolis, MN 55402

Contract No: 4452

Effective Date: January 23, 2024

Expiration Date: December 31, 2024

Contract Description: PSA-MAYOR'S OFFICE-GOVERNMENT RELATIONS SERVICES-MESSERLI & KRAMER

Contacts

Buyer Contact Information:

Chanel Scott - Chanel.Scott@ci.stpaul.mn.us

City Project Manager Contact Information:

Peter Leggett - Peter.Leggett@ci.stpaul.mn.us

Contractor Project Manager Contact Information:

Katy Sen - KSen@messerlikramer.com

CONTRACT LINES

Item	Item Description	Unit of Measure	Base Cost
PROFESSIONAL SERVICES	SEE EXHIBIT A - SOW	8P	60,000.00000

City Terms and Conditions Professional Services Agreement (PSA) (City)

This “**Agreement**,” made and entered into on the effective date above by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “**City**,” and the above-named Contractor, hereinafter referred to as “**Contractor**.” The City and Contractor each a “**Party**” and collectively the “**Parties**.” The City and Contractor, in consideration of the mutual terms and conditions, set forth, below, agree as follows:

Section 1. Scope of Services, Time for Completion, and Commencement of Work.

Contractor will provide the services comprised of the tasks, deliverables, and timeline(s) (the “**Services**”) articulated in Exhibit A, which is attached and incorporated into this Agreement by reference. The Services rendered by Contractor will commence upon execution of the Agreement and with the specific prior agreement of the City or its designated representative to proceed. The Services will be provided in accordance with the written schedule mutually agreed upon with the City, but no later than the expiration date as provided in this Agreement. No claim for labor, services, or products provided by the Contractor not specifically provided for in this Agreement, will be honored by the City.

In the event that there are delays caused by actions of the City or which may be reasonably requested by the Contractor which might require change to the completion date, Contractor must request in writing an extension of time for completion of the Services. The Project Manager will review the request and, if an extension is required, grant to the Contractor such extensions of contract time as may be reasonable in the City’s discretion. A request shall not be deemed approved unless the Project Manager has provided approval to the Contractor in writing.

Section 2. Project Management.

The City requires the Contractor to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of the City is grounds for termination of the Agreement by the City.

The City has designated the individual on Page one (1) as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project Manager has the authority to transmit instructions, receive information, and interpret and define the City’s policy and decisions pertinent to the work covered by this Agreement.

Section 3. Billings, Payment, and Invoices.

The amounts articulated herein will fully compensate Contractor for all work and associated costs. The City will honor no claim for services and/or costs provided by the Contractor not specifically provided for in this Agreement. Total costs for the Services must not exceed the amount referenced herein. Contractor must submit an itemized invoice monthly or after Services are complete. Invoices should clearly itemize all goods and/or services provided. Upon receipt of the invoice and verification of the

charges by the Project Manager, the City will make payment to Contractor within thirty-five (35) days in accordance with Minnesota Statutes Section 471.425 or future amendments. Contested invoices will not be paid until the billing issue is resolved, and City will have thirty-five days from that date to make payment.

Section 4. City Responsibilities.

The City agrees to provide Contractor with access to any information from City documents, staff, and other sources under the control of the City needed by Contractor to complete the Services.

Section 5. Amendment or Changes to Agreement.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

Amendments, modifications or additional schedules may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term “this Agreement” as used herein is deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

Section 6. Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement must be delivered in person, deposited in United States Certified Mail, or via electronic mail with Return Receipt Requested. Any notices or other communications should be addressed to the individuals and addresses listed on page 1 of this Agreement.

Section 7. Survival of Obligations, Severability.

A. Survival of Obligations

The respective obligations of the City and Contractor under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration of the Agreement will survive such termination, cancellation, or expiration.

B. Severability

If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, will terminate. If a provision is so terminated but the Parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.

Section 8. Records, Dissemination of Information.

For purposes of this Agreement, the following words and phrases have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

“**Work product**” means any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results solely from Contractor’s Services under this Agreement.

“Supporting documentation” means any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other formats which result solely from Contractor’s Services under this Agreement, and which are used to generate any and all work performed and work products generated under this Agreement.

“Business records” means any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to Contractor and pertaining to the Services under this Agreement.

A. All work products and supporting documentation must be delivered to the City, and will become the property of the City after final payment is made to the Contractor with no right, title, or interest in said work products or supporting documentation vesting in Contractor, except as provided in this section. Contractor retains the right to all its software, intellectual property and templates that are not a Service specific deliverable as well as to individual features of the design which Contractor would reasonably expect to be able to recreate in whole or in part in other projects. Contractor is not liable for any unauthorized use or reuse of any plans or specifications by the City or any third party

B. The Contractor agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the Services performed under this Agreement without prior knowledge and written consent of the City.

C. In the event of termination, all work product finished or unfinished, and supporting documentation prepared by the Contractor under this Agreement, must be delivered to the City by Contractor by the termination date without further obligation of the City to Contractor except for payment of amounts due and owing for Services performed and expenses incurred to the date and time of termination.

D. The Contractor must maintain all business records relating to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years commencing after the later of the date of the final payment under the Agreement or resolution of all audit findings, for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

E. The Contractor agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act (MGDPA), and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat. §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing functions under this Agreement is subject to the requirements of the MGDPA and Contractor must comply with those requirements as if it were a governmental entity. If any provision of this Agreement conflicts with the MGDPA or other Minnesota state laws, state law shall control. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor’s unlawful disclosure or use of data protected under state or federal laws, regardless of the limits of insurance coverage. Further, the Contractor must ensure that all applicable notices are provided consistent with Minn. Ch. 13, including Tennessen warnings. The Contractor’s duties and obligations within this section shall survive the expiration of this Agreement.

Section 9. Human Rights/Affirmative Action/Economic Opportunity/Workplace Conduct Requirements and Specifications.

A. Requirements.

Contractor must comply with the City of Saint Paul's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative

Requirements in Employment, and Chapter A-12 of the Saint Paul Administrative Code governing workplace conduct. Contractor also must comply with the City of Saint Paul's Vendor Outreach Program pursuant to Chapter 84 of the Saint Paul Administrative Code. The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

B. Specifications.

When applicable, the Contractor must comply with the Affirmative Action and Vendor Outreach Specifications attached to this Agreement and incorporated by reference herein.

Section 10. Affirmative Action Plan.

Pursuant to City of Saint Paul Administrative Code § 86.06 and City of Saint Paul Legislative Code §183.04, every contractor and/or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded \$50,000 must complete and submit to the Human Rights and Equal Economic Opportunity Department an Affirmative Action Program Registration form along with a \$75 dollar registration fee.

Section 11. Compliance with Applicable Law.

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the Contractor's performance of the provisions of this Agreement. The Contractor must apply for, pay for, obtain all permits and/or licenses required and keep such in force during the performance under this Agreement.

Section 12. Conflict of Interest.

Contractor's acceptance of this agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City." The Contractor also affirms that to the best of the Contractor's knowledge, their involvement in this Agreement does not result in a conflict of interest with any part or entity which may be affected by the terms of this Agreement. The Contractor agrees that should any conflict or potential conflict of interest become known to the contractor, they will immediately notify the Purchasing Systems Manager of the situation so that a determination can be made about Contractor's ability to continue performing services under this Agreement.

Section 13. Hold Harmless.

The Contractor will bear all loss, expense (including attorney's fees) and damage in connection with, and will defend, indemnify, and hold harmless, to the extent allowed by law, the City and its officers, agents and employees from all liabilities, claims, damages, costs, judgments, lawsuits, and expenses, including court costs and reasonable attorney's fees, regardless of the Contractor's insurance coverage, resulting from any negligent act or omission by the contractor or any person employed by Contractor in carrying out the terms of this Agreement. This indemnification shall not be construed as a waiver on the part of the City of any immunities or limits on liability provided by Minnesota Statutes Chapter 466 or other

applicable state or federal law. This obligation of the Contractor shall survive the termination or expiration of this Agreement.

Section 14. Assignment.

The City and Contractor each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Contractor will assign or transfer their interest in this Agreement without the written consent of the other.

Section 15. Termination.

A. With Cause.

The City reserves the right to terminate this Agreement if the Contractor violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement. If the City exercises its right to terminate under this Section, it will submit written notice to the Contractor, specifying the nature of the breach and the date by which such breach must be cured.

B. In the Event of Termination.

In the event of termination, the City will pay Contractor for all Services and/or products, received by the City up to the receipt of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the Contractor must take all actions necessary to discontinue further commitments of funds to the extent that they relate to the terminated portions of this Agreement. The Contractor will deliver all work products and supporting documentation developed up to the time of termination prior to the City rendering final payment for service.

Section 16. Interpretation of Agreement, Venue, Conflicts.

A. Interpretation of Agreement and Venue.

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in Ramsey County District Court, Second Judicial District, State of Minnesota, or the United States District Court, District of Minnesota, where applicable.

B. Conflicts

Any ambiguities related to the terms and conditions set forth in this Agreement will be construed in favor of the City. If any provision of this Agreement conflicts with federal or state laws and regulations, the federal and/or state laws and regulations will control.

Section 17. Independent Contractor.

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the Contractor to the City is that of independent contractor and not that of employee. No statement contained in the specification or resulting Agreement will be construed so as to find the Contractor an employee of the City, and Contractor is entitled to none of the rights, privileges, or benefits of Saint Paul employees.

Section 18. Waiver.

Lack of enforcement by the City of any breach of this Agreement does not constitute a waiver of the City's right to enforce any subsequent breach or default.

Section 19. Subcontracting.

A. Written Approval Required.

The Contractor agrees not to enter into any subcontracts for any of the Work contemplated under this Agreement without obtaining prior written approval of the City. As required by Minnesota Statutes Section 471.425, Subd. 4a, the Contractor must pay any subcontractors within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractors.

B. Subcontractor Agreements.

The Contractor agrees to incorporate these terms and conditions, exhibits, attachments, specifications, and all related contract documents and materials into all subcontractor agreements and agrees to cause its subcontractors to do the same in any subordinate subcontractor agreements. All subcontractors and subordinate subcontractors shall be bound by these terms and conditions.

C. Subcontractor Payment.

Prime contractors are required to pay any subcontractor pursuant to paragraph A of this section and applicable Minnesota Statutes. The prime contractor will be required to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.00. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. Ref: Minnesota Statutes 1995, amending Section 471.425, effective 8-1-95.

Section 20. Insurance.

A. Contractors.

Contractors must carry insurance of the kind and in the amounts shown below for the life of the Agreement. Certificates for General Liability Insurance must state that the City of Saint Paul, its officials, employees, agents, and representatives are Additional Insureds. Contractor must submit the corresponding "additional insured" endorsement outlining policy coverage for the City. The policy must include an "all services, products, or completed operation endorsement as a sublimit to the General Liability Policy. Errors and omissions coverage must be included if the Contractor will be providing services for the City as a sublimit of the General Liability policy. Agent must state on the certificate if company carries errors and omissions coverage.

B. Subcontractors and/or Independent Contractors.

If the City gives written approval for Contractor to utilize subcontractors or other independent contractors to fulfill the terms and conditions of this Agreement, each subcontractor or independent contractor is required to have and secure for the duration of this Agreement and any extension periods (or the period of time during which said contractor is working on this Agreement) to have and maintain their own general liability, auto liability and workers compensation insurances that provide coverage for their own employees. The City reserves the right to request proof of insurance coverage from all subcontractors and/or independent contractors at any time during the contract term. If requested by the City, subcontractors and independent contractors must certify that they are not entitled to receive employee

benefits of any type because their contractual relationship with the City is that of a subcontractor or independent contractor, not a City employee.

C. Insurance Limits.

1. General or Business Liability Insurance

\$1,500,000 per occurrence

\$2,000,000 aggregate per project

\$2,000,000 products/completed operations total limit

\$1,500,000 personal injury and advertising

Errors and Omissions

\$1,000,000 per occurrence

\$1,000,000 aggregate

2. Automobile Insurance.

a. Commercial Vehicles. When commercial vehicles will be used in connection with the Agreement, these minimum coverage amounts are required:

Bodily Injury

\$750,000 per person

\$1,000,000 per accident

Property Damage

Not less than \$50,000 per accident

Coverage must include: hired, non-owned and owned auto

b. Personal Vehicles. When personal vehicles are used in connection with the Agreement, the City is not required to be named as Additional Insureds, but proof of insurance is required prior to commencement of activities. Contractor must provide the City with Endorsements from insurance company.

Bodily Injury

\$30,000 per person

\$60,000 per accident

Property Damage

\$20,000 per accident

c. Rental Vehicles. When rental vehicles are used in connection with the Agreement, the Contractor must either purchase insurance from the rental agency or provide the City with proof of insurance as stated above.

d. In the event that the Contractor will not use a vehicle in to complete the tasks described in Exhibit A - Scope of Work pursuant to this Agreement, the Contractor must provide a statement to that fact in the form of an email or a letter (on business letterhead) prior to beginning work on the contract. In such a case, proof of automobile insurance will not be required.

3. Worker's Compensation and Employer's Liability. Worker's Compensation coverage is required per Minnesota Statutes. Employer's Liability must have a minimum of:

\$500,000 per accident

\$500,000 per employee;

\$500,000 per disease policy limit.

a. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

4. Professional Services Coverage. Professional Liability Insurance is required when the Agreement is for service for which professional liability insurance is available for purchase. Professional Liability must have minimum liability limits of:

\$1,000,000 per occurrence
\$1,000,000 aggregate

5. Work Scope Specific Insurance. If required by the type of services being provided, the following minimum insurance limits apply for: Pollution Liability or Hazardous Waste, Builder's Risk, or other specialty insurance:

Pollution Liability / Hazardous Waste

\$1,000,000 per occurrence

\$1,000,000 aggregate

Builder's Risk Insurance: Required for the cost of the project.

Fireworks Insurance: Required in the amount of \$5,000,000 minimum when fireworks will be used as a part of the scope of work/services.

Liquor Liability Insurance: Required when liquor will be served as a part of the scope of work/services.

The City may request higher coverage limits depending on work scope. Limits must not be less than:

\$1,000,000 per occurrence

\$1,000,000 aggregate

D. General Insurance Requirements

1. All policies must be written on an occurrence basis or as acceptable to the City of Saint Paul.

Certificates of insurance must indicate that the policy is issued on an occurrence basis.

2. The Contractor may not commence any work until the Certificate(s) of Insurance include all required insurance coverage for the project is approved, and the Project manager has issued a notice to proceed. Contract must carry valid insurance for the duration of the original Agreement and any extension periods.

3. The City reserves the right to review Contractor's insurance policies at any time, with reasonable notice provided, to verify that City requirements have been met.

4. Nothing precludes the City from requiring Contractor to purchase and provide evidence of additional insurance if the scope of services changes, if the amount of the Agreement is significantly increased, or if the exposure to the City or its citizens is deemed to have increased.

5. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy must be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies (endorsement) will be provided with any certificate of insurance.

Section 21. Force Majeure.

Neither the City nor the Contractor will be held responsible for performance if performance is prevented by acts or events beyond the Party's reasonable control, including, but not limited to: severe weather earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of the legislature, judiciary, or executive.

Section 22. Entire Agreement.

Specifications, proposals, and other solicitation materials specifically referenced and incorporated into this Agreement and these General Terms and Conditions constitute the entire Agreement between the parties and supersede all prior oral or written negotiations.

Section 23. Counterparts.

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

Section 24. Electronic Signatures.

The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

Section 25. Additional Terms and Conditions Incorporated by Reference.

The City may incorporate by reference Federal, State, and/or City Department project specific specifications or proposals. Except as otherwise provided in this Agreement, if any provision contained in the Federal, State, or project specific specifications or proposal conflicts with, or inconsistent with, any provision in the general City Terms and Conditions, the more restrictive provision will control. Notwithstanding the foregoing, City Terms and Conditions, project specific specification, and related attachments supersede Contractor proposals or attachments.

Section 26. Exhibits.

As so referenced in these terms and conditions, the Exhibits, project specific specifications and related documents attached to this Agreement, and all obligations and duties articulated and certifications made therein, are incorporated into and made part of this Agreement.

Exhibit A: Scope of Work

Section 27. Work Already Performed.

Notwithstanding the effective date of the Agreement, the City will be responsible for payment for work performed prior to contract execution which was authorized by the project manager.

EXHIBIT A

Scope of Work

The purpose of this SOW is to describe the work, services, tasks and/or deliverables that Contractor will provide to [the City] under the City Terms and Conditions agreed upon by the Parties, (the “**Agreement**”). Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the work, services, tasks and/or deliverables described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by Contractor hereunder.

Project Description and Purpose:

The Mayor’s Office needs government relations services in representation of the City of Saint Paul before the Minnesota Legislature and State administrative agencies.

Scope of Work:

Messerli Kramer will provide the following government relations services on behalf of the City of Saint Paul:

- Work with the City of Saint Paul intergovernmental relations team to support the City’s Legislative Agenda.
- Provide general strategic advice and monitoring on legislative items including but not limited to Public Safety, Transportation, Economic Development, and Local Government issues.
- Bill tracking on non-tax issues of interest to the City.
- As requested, and as resources allow, provide hearing preparation, scheduling assistance and committee notes on topics of interest to the City.
- Maintain liaison with legislators and state administration officials as necessary.

Compensation Terms:

The contract amount for the services outlined above is \$60,000 for services provided over a 12-month period from January 1, 2024, through December 31, 2024. Invoices of \$15,000 will be billed quarterly for services rendered.

Other Information:

The City has engaged this contractor to conduct lobbying activities on its behalf pursuant to Saint Paul Administrative Code Chapter 45 Section 45.03.

City of Saint Paul
15 W Kellogg Blvd
Saint Paul, MN 55102

Messerli & Kramer
100 5th Street S.
Suite 1400
Minneapolis, MN 55402

City:
This Agreement has been duly executed by the
City of Saint Paul via electronic approval

Contractor:

Signature

Printed Name

Title

Date