

**COUNTY OF ST. LOUIS, MINNESOTA**  
**Service Contract \_\_\_\_\_**

**THIS SERVICE CONTRACT** is made and entered into between the **County of St. Louis**, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as the "County," and, **Grant Recipient**, located at (physical address,) hereinafter referred to as the "Contractor."

**WITNESSETH:**

**WHEREAS**, the County has received funding for the Aquatic Invasive Species Prevention Program (AIS Program) from the State of Minnesota; and

**WHEREAS**, the County wishes to purchase the services of the Contractor for activities and objectives consistent with the AIS Program regulations established by the State of Minnesota, using AIS Program funding; and

**WHEREAS**, the Contractor has the training, experience, and knowledge to provide this service; and,

**WHEREAS**, there are funds available for the purchase of this service.

**NOW, THEREFORE**, for good and valuable consideration, the parties do hereby agree as follows:

**TERM OF SERVICE**

1. The Contractor agrees to perform the services described in this Contract during the period commencing \_\_\_\_\_ and terminating \_\_\_\_\_.
2. Subject to funding, this Contract may be renewed upon agreement of the County and the Contractor for three (3) additional one (1) year terms, provided that the Contractor has satisfactorily performed the services herein described as determined solely by the County. The payment for services may be adjusted upon the mutual agreement of the County and the Contractor. Failure to agree on payment shall prevent renewal of this Contract.

## **CONTRACT DOCUMENTS**

3. It is understood and agreed that the Request for Proposals, any addenda issued by the County, the signed and sealed Proposal Form, signed Purchase Order, any Exhibits and this Service Contract \_\_\_\_\_ shall collectively constitute the agreement between the County and the Contractor, and shall be referred to as the Contract and the work shall be done in accordance therewith.

## **RESPONSIBILITIES OF THE CONTRACTOR**

4. Before commencing of any work in accordance with this Service Contract, Contractor shall confirm with the County that funding is available.
5. Contractor will provide goods and services consistent with its AIS Program application for funding (submitted for the funding deadline), as indicated in Exhibit A attached hereto and incorporated herein. Contractor will be responsible for project costs in excess of the AIS Program award and completion of the project as described in the Scope of Work.
6. Contractor shall provide their own tools, if necessary, and shall report the results of their performance of this Service Contract to the County.
7. Contractor will provide all personnel needed to complete the project and activities under this Service Contract. Contractor shall appoint a person responsible for the overall administration of services and communication with the County.

## **PERSONNEL**

8. It is understood and agreed that the Contractor shall provide the services purchased hereunder unless otherwise approved by the County.

## **RESPONSIBILITIES OF THE COUNTY**

9. To be available for meetings and consultations related to the project.

## **COMPENSATION**

10. The County shall pay the Contractor a fee not to exceed Written Dollar Amount with Cents (\$XXXXXX) for services provided pursuant to this Contract.
11. The fees for said service shall be at the rates set forth in the Fee Schedule attached hereto and incorporated herein as Exhibit A.

## **INVOICES**

12. Contractor may only seek payment for eligible expenses incurred by their performance of the work, and only as specifically indicated in Exhibit A.

## **PAYMENT**

13. Invoices shall be paid according to the terms of this Contract. If no terms apply, payment shall be made thirty-five (35) days from receipt of the commodities or completion of services or receipt of the invoice, whichever is later, unless the County in good faith disputes the obligation. Minn. Stat. § 471.425

## **RECORDS AUDITING AND RETENTION**

14. The Contractor's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidence is also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidence for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

## **OWNERSHIP OF DOCUMENTS**

15. All materials prepared or developed by the Contractor or its employees or independent contractors, hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms specific to St. Louis County shall become the property of the County when prepared, whether delivered to the County or not, and shall, together with any materials furnished by the County, be delivered without cost to the County upon request, or in any event, upon the determination of final performance or termination of this Contract.

## **TAXES**

16. The Contractor shall pay all applicable sales taxes and be responsible for the payment of any and all payroll taxes and contributions for unemployment compensation insurance and Social Security which are measured by the wages, salaries or other remunerations paid to employees of the Contractor and shall submit evidence of same to the County when requested.

## **INDEPENDENT CONTRACTOR**

17. That at all times and for all purposes hereunder, the Contractor shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Contract shall be construed so as to find the Contractor to be an employee of the County, and the Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County of St. Louis, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;
18. The Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, shall be made from the payments

due the Contractor and that it is the Contractor's sole obligation to comply with the applicable provisions of all Federal and State tax laws;

19. The Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;
20. The Contractor is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

## **SUBCONTRACTING AND ASSIGNMENT**

21. The Contractor shall neither enter into subcontracts for performance of any of the services contemplated under this Contract, nor assign this Contract without the prior written approval of the County, and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all sub-contractors.

## **NON-DISCLOSURE OF INFORMATION OR DATA**

22. Pursuant to Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act), the Contractor agrees to maintain and protect data on individuals received, or to which the Contractor has access, according to the statutory provisions applicable to the data. No private, public, or confidential data developed, maintained or reviewed by the Contractor under this Contract may be released to the public by the Contractor or its employees or representatives.
23. It is further understood that the Contractor shall not, unless otherwise authorized by the County, disclose any information to the media or other third parties relating to the specific details of any documents, discussions, or meetings which may arise during the performance of services under this Contract. All requests for data or information from third parties shall be directed to the County for response.
24. The Contractor is hereby notified that the requirements of Minn. Stat. § 13.05, Subd. 11 may apply to this Contract. The Contractor shall administer and protect any and all government data according to the provisions of the Minnesota Government Data Practices Act, codified at Minnesota Statutes Chapter 13.

## **DISCRIMINATION IN EMPLOYMENT**

25. The Contractor agrees to comply with all federal, state and local laws, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability or age. The Contractor further agrees to comply with all federal, state and local laws or ordinances and all applicable rules, regulations and standards established by any governmental agency having jurisdiction over the Contractor's performance of the provisions of this Contract.

## INSURANCE

26. The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with St. Louis County Purchasing Division within 10 days of execution of this Contract and prior to commencement of any work under this Contract. The Contractor shall secure an endorsement to each policy requiring a 10-day notice of cancellation for cancellation based upon non-payment of premiums to all named and additional insureds, and a 30-day notice of cancellation for nonrenewal, or material change to all named and additional insureds.
27. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against the Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of the same coverage.

### 27.1 **General Liability Insurance**

\$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case.

\$1,500,000 for any number of claims arising out of a single occurrence.

No Less Than \$2,000,000 Aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.

**St. Louis County shall be named as an Additional Insured on a primary and non-contributory basis.**

### 27.2 **Business Automobile Liability Insurance**

\$500,000 for claims for wrongful death and each claimant.

\$1,500,000 each occurrence.

Must cover owned, non-owned and hired vehicles.

### 27.3 **Workers' Compensation**

Per statutory requirements. Certificate of Compliance must be executed and filed with St. Louis County.

The Contractor shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of the Contractor, its agent and employees in the amount of not less than \$500,000 per claim and \$2,000,000 annual aggregate.

## INDEMNIFICATION CLAUSE

28. To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the County and its officers, employees, and agents from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work/services under this Contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Contract.
29. The Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth herein, it shall at all times during the term of this Contract keep in force policies of insurances indicated in paragraph entitled "**INSURANCE**".
30. This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

## MODIFICATIONS/ADDENDA

31. Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and the Contractor. This Contract shall supersede all other oral and written Contracts prior to execution of this document.

## TERMINATION

32. If the Contractor fails to perform any of the provisions of this Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute a default. Unless the Contractor's default is excused by the County, the County may upon written notice immediately terminate this Contract in its entirety.
33. This Contract may be terminated without cause by the County upon thirty (30) days advance written notice to the Contractor.

34. The County's failure to insist upon strict performance of any provision or to exercise any right under this Contract shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Contract.
35. The Contractor shall be paid for actual work done to the date of termination. All documents completed by the Contractor through the date of termination shall become the property of the County.
36. This Service Contract is contingent upon the County's receipt of sufficient funding from the State of Minnesota. In the event the County does not receive the anticipated grant of funds, this Service Contract may be terminated immediately without payment to Contractor.

**NOTICES/COMMUNICATIONS**

37. All notices and demands pursuant to this Contract shall be directed in writing to:

<u>Contractor</u>	<u>St. Louis County</u>
Name	Name
Title	Title
Address	Address
City, State Zip	City, State Zip
Telephone	Telephone
Email Address	Email Address

**OTHER CONDITIONS**

38. **Compliance with Laws/Standards**

The Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or the facilities, programs and staff for which the Contractor is responsible.

39. **Licenses**

The Contractor shall procure, at its own expense, all licenses, permits or other rights required for the provision of services contemplated by this Contract. The Contractor shall inform the County of any changes in the above within five (5) days of occurrence.

40. **Minnesota Law to Govern**

This Contract shall be governed by and construed in accordance with the substantive and procedural laws in the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.

## **DEBARMENT**

41. By entering into this Contract, the Contractor certifies that the firm, association, corporation, or any person in a controlling capacity is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any government agency; does not have a proposed debarment pending; and has not been indicted, convicted, or has a civil judgment rendered against any person, firm, association, or corporation by a court of competent jurisdiction on any manner involving fraud, or official misconduct within the past three years.

## **LIMITATION OF LIABILITY**

42. Neither party shall be liable for any special, consequential, or punitive damages resulting from or relating to any breach of the Contract under any circumstances.

## **WAIVER**

43. Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

## **UNAVOIDABLE DELAY**

44. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, acts of God, legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

## **SEVERABILITY**

45. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

## **ORDER OF PRECEDENCE**

46. In all instances where any language in any attachment or Exhibit attached hereto is inconsistent with this Service Contract \_\_\_\_\_ (all sections and the recitals), this Service Contract \_\_\_\_\_ (all sections and the recitals) shall govern and control.

## **FINAL CONTRACT**

47. This Contract is the final expression of the Contract of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or contracts. There are no representations, warranties, or stipulations either oral or written not herein contained.



**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the day and year indicated below.

**Grant Recipient**

**County of St. Louis**

By: \_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

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

Email: \_\_\_\_\_

By: \_\_\_\_\_

**Name**  
Department Head Title

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

By: \_\_\_\_\_

**Name**  
Chair, County Board

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

By: \_\_\_\_\_

**Name**  
Auditor

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

**APPROVED AS TO FORM & EXECUTION:**

By: \_\_\_\_\_

**Name**  
Assistant County Attorney

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

Damion Number: 20XX-0XXXXX