



UNIVERSITY OF MINNESOTA

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is between the Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and the City of Ramsey, a municipality of the State of Minnesota (the "Company"). This Agreement is entered into by University through its Resilient Communities Project ("RCP"), a program of the Center for Urban and Regional Affairs (CURA).

The parties agree as follows:

1. Description of Services. University shall perform the following services for Company:

Description of Services is provided in an Addendum to this Services Agreement ("Services").

Reference to Services in this Agreement shall be deemed to include any deliverables provided to Company in connection with the Services, including without limitation, reports, results, materials, products, and information.

2. Compensation. For the Services performed under section 1, Company shall pay University a sum not to exceed Eighty Thousand and 00/100 dollars (\$80,000).

2.1 The compensation shall be paid in the following manner:

2.1.1 Upon the signing of this Agreement, or no later than September 15, 2017, Forty Thousand and 00/100 dollars (\$40,000).

2.1.2 No later than February 15, 2018, an additional Two Thousand and 00/100 dollars (\$2,000) per project identified by Company and that University successfully matches with one or more University of Minnesota academic courses or individual student projects, not to exceed Forty Thousand and 00/100 dollars (\$40,000) for twenty (20) projects.

2.2 Executed contract and invoices shall be sent to:

City of Ramsey
Attn. Tim Gladhill
7550 Sunwood Drive NW
Ramsey, MN 55303-5137

Phone: (763) 576-4308
Email: tgladhill@cityoframsey.com

3. Term. The term of this Agreement shall commence on August 15, 2017 ("Effective Date") and shall expire on August 31, 2018, unless terminated earlier as provided in section 4.

4. Termination. Either party may terminate this Agreement if the other party (i) fails to perform any material obligation under this Agreement and (ii) does not correct such failure within seven (7) days after having received written notice of such failure. Additionally, either party may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to the other party. Upon any termination under this Section 4, Company shall promptly pay University for all Services rendered and costs incurred up to and including the effective date of termination.

5. DISCLAIMER OF WARRANTIES. UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION, ORIGINALITY OR ACCURACY OF THE SERVICES PERFORMED OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT. UNIVERSITY EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. EXCEPT FOR EACH PARTY'S OBLIGATIONS UNDER SECTIONS 8.1 AND 8.2, EACH PARTY'S LIABILITY TO THE OTHER FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO UNIVERSITY UNDER THIS AGREEMENT.

7. Use of University Name or Logo. Company agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any representative of University in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of University in each instance. However, Company may use the name of University in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Company agrees to provide University with a copy of any such document.

8. Indemnification.

8.1 Except as provided in Section 8.2, each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Liability of University is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, as amended.

8.2 In the event of (i) unauthorized use by Company (or any third party acting on behalf of or under authorization from Company) of the Services or any information, reports, deliverables, materials, products or other results of University's work under this Agreement or (ii) Company's infringement of a third party's intellectual property rights or Company's violation of any law, rule, or regulation in the provision of any materials to University, then Company shall, to the extent allowed by law, indemnify, defend, and hold harmless University, its regents, faculty members, students, employees, agents, contractors, and authorized volunteer workers against any and all claims, costs,

or liabilities, including attorneys' fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life (other than that attributable to willful or negligent acts or omissions of University) arising out of such events. The University shall provide Company with prompt written notice of any such claim and reasonably work with Company in any defense of such claim.

8.3 Each party represents that it has and will continue to have at least the following levels of insurance during the term of this Agreement: (i) as to University, Workers' Compensation in statutory compliance with Minnesota law and General Liability insurance in an amount not less than \$1,000,000 each claim/\$3,000,000 each occurrence; and (ii) as to Company, General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Certificates of all insurance detailed above shall be furnished to the other party upon request.

9. General Provisions.

9.1 Amendment. This Agreement shall be amended only in writing duly executed by all the parties to this Agreement.

9.2 Assignment. The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other party. Any assignment attempted to be made in violation of this Agreement shall be void.

9.3 Entire Agreement. This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreements. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University.

9.4 Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

9.5 Governing Law and Jurisdiction. The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

9.6 Independent Contractor. In the performance of their obligations under this Agreement, the parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each party's employees (i) shall be regarded as the employees of such party and shall not be regarded as the

employees of the other party; (ii) shall be subject to the employment policies and procedures of such party and shall not be subject to the employment practices and procedures of the other party; and (iii) shall not be entitled to any employment benefits of the other party. Neither party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation of this section 10.6 shall be void. Neither party shall take any actions to bind the other party to an agreement.

9.7 Notices. All notices and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally or by facsimile or by a recognized courier service or by United States Mail (first-class, postage pre-paid, certified return receipt requested) to the other party at the following addresses. Such notices and other communications shall be deemed made when delivered; faxed; submitted to the courier service; or, with respect to U.S. mail, three days after mailing.

If to University:

University of Minnesota Resilient Communities Project
Attn: Mike Greco
301 19th Ave. S.
330 HHHSPA
Minneapolis, MN 55455

Phone: 612-625-7501
Email: mgreco@umn.edu

With a copy to:

University of Minnesota Sponsored Projects Administration
Attn: Andrea Marshall
450 McNamara Alumni Center
200 Oak Street S.E.
Minneapolis, MN 55455-2006

Phone: 612-626-7634
Fax: 612-624-4843
Email: pete1518@umn.edu

If to Company:

City of Ramsey
Attn: Kurt Ulrich
Ramsey City Hall
7550 Sunwood Dr NW
Ramsey MN 55303

Phone: (763) 433-9845
Email: kulrich@cityoframsey.com

With a copy to:

City of Ramsey
Attn: Mayor Sarah Strommen
Ramsey City Hall
7550 Sunwood Dr NW
Ramsey MN 55303

Phone: (763) 576-4362
Email: sstrommen@cityoframsey.com

9.8 Breach; Attorneys' Fees. In the event it fails to perform any of its obligations under this Agreement, Company shall reimburse University for all University's costs and expenses (including reasonable attorneys' fees, court costs, and costs of investigation) to enforce this Agreement, regardless of whether a suit or action had been commenced or concluded.

9.9 Survival. Upon termination or expiration of this Agreement, Sections 2, 5, 6, 7, 8, 9, and 10 shall survive.

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the dates indicated below. Each individual signing below represents that they have the authority to bind the party on whose behalf they are signing.

Regents of the University of Minnesota

City of Ramsey

By: Andrea Marshall

By: _____

Name: Andrea Marshall

Name: Kurt Ulrich

Title: Principal Grant Administrator

Title: City Administrator, City of Ramsey

Date: 8/18/17

Date:

By: _____

Name: Sarah Strommen

Title: Mayor, City of Ramsey

Date: