

CONSULTANT CONTRACT

THIS CONTRACT, made and entered into this 31st day of December, 2017, by and between the City of Shakopee, a municipal corporation of the State of Minnesota, hereinafter referred to as the "City" with offices at 485 Gorman Street., Shakopee, Minnesota 55379, and Terry Krominga, Box 91, LeSueur, Minnesota 56058, hereinafter referred to as the "Consultant."

WITNESSETH:

THAT, WHEREAS, the City of Shakopee desires to engage the Consultant to render electrical inspector services as more particularly described in Exhibit A; and

WHEREAS, the Consultant made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Consultant as follows:

1. Services. The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services hereinafter set forth as described in Exhibit A.

2. Addition to Services. The City may add to the Consultant services or delete therefrom activities of a similar nature to those set forth in Exhibit A, provided that the total cost of such work does not exceed the total cost allowance as specified in Exhibit A hereof. The Consultant shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the Building Official and shall be accepted and countersigned by the Consultant.

3. Exchange of Data. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. Term. This contract shall be for a period of two years.

5. Pay. The City agrees to pay the Consultant in accordance with the terms set forth in Exhibit A, which shall constitute complete compensation for all services to be rendered under this contract.

6. Termination. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner Consultant's obligations under this contract, including the requirement to have a bond and insurance in place, or if the Consultant shall violate any of the provisions of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. Either party may, with or without cause, terminate this contract upon 30 days prior written notice. Notwithstanding the above, the Consultant shall not be relieved of liability

to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

7. Assignment. The Consultant shall not assign any interest in this contract, and shall not transfer any interest in the same, without prior written consent of the City thereto. None of the authority or responsibilities of this agreement may be transferred to another party.

8. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

9. Interest. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

10. Discrimination. The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age, against any employee of Consultant or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder.

11. Independent Contractor. The Consultant is an independent contractor and nothing contained herein shall constitute or designate the Consultant or any of Consultant's agents or employees as agents or employees of the City of Shakopee, Minnesota.

12. City Benefits. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

13. Liability and Indemnity. The parties mutually agree to the following:

a. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct.

b. The Consultant shall defend, indemnify, and hold the City harmless from and against all claims, losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Consultant arising out of or in any way connected with this contract. Consultant further agrees to defend, indemnify, and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Consultant.

14. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to City and Consultant at the address shown above. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

15. Jurisdiction. This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Minnesota.

Executed the day and year first above written.

CONSULTANT

CITY OF SHAKOPEE, MINNESOTA

By _____

By _____
Mayor

By _____
City Administrator

By _____
City Clerk

Prepared By:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

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EXHIBIT A

Description: The Electrical Inspector shall enforce the Minnesota Electrical Act, the Rules and Regulations of the State Board of Electricity there under, and the ordinances of the City of Shakopee pertaining to the licensing of electricians and electrical installations. All requested inspections shall be made within the City limits.

Compensation: The rate of compensation shall be 80 percent of the electrical inspection fees collected by the City of Shakopee. The City shall remit this amount upon proper accounting for fees, on a bi-weekly basis.

Security: The Electrical Inspector shall provide the City with an electrical inspector's bond in the amount of \$1000, payable to the City of Shakopee, in case of default. The bond shall be in effect until at least December 31, 2019.

Insurance: The Inspector shall supply the City with a verification of automobile liability insurance on an acceptable form (e.g. Form 1927) showing insurance in amounts of not less than \$100,000 for any one person, \$300,000 for any one accident for personal injury, and \$10,000 for property damage.

Rules for Work: The Electrical Inspector shall comply with the following rules:

1. Report to the Building Official's office when called upon.
2. Supply a monthly report of inspections completed.
3. Deposit with the City any inspection fees received in the field.
4. Have a Journeyman or Master electrician's license in force at all times.

Responsibility: The City is placing trust and authority upon the Electrical Inspector as an independent contractor qualified and certified as such to make electrical inspections on behalf of the City of Shakopee.