



FINANCE DEPARTMENT
PURCHASING DIVISION
Room 100 City Hall, 411 West First Street
Duluth, Minnesota 55802-1199
218/730-5340 218/730-5922 FAX

C.4a.1)

January 15, 2010

Ken Willms
Transportation Director
Independent School District #709
3200 West Superior Street
Duluth, MN 55806

RE: Professional Services Agreement - Development and Implementation of Safe Routes to Schools
Education, Encouragement, and Enforcement Program

PROFESSIONAL SERVICES AGREEMENT DOCUMENTS

Dear Mr. Willms:

As you are aware, the City formally awarded a professional services contract to the school district following approval of Resolution 10-0017 at the January 11, 2010, City Council meeting. The anticipated contract amount will not exceed \$55,000.

Enclosed are four copies of the *pending* contract. Please sign and return **all four copies** in the enclosed envelope as soon as possible. When we receive your signed contracts, the City of Duluth will execute its portion of the contract and forward your copy - which is your official authorization to proceed with the project unless otherwise stated in writing.

If you have any questions or concerns, please feel free to contact my Assistant Lora Eames at 730-5001, or me at 730-5003.

Respectfully,

Dennis Sears
Purchasing Agent

DS:le

Encl: 4 plus envelope

cc: Kimberly Sannes, Project Engineer
File No. 09-0639

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AGREEMENT FOR PROFESSIONAL SERVICES

DULUTH INDEPENDENT SCHOOL DISTRICT NO. 709

AND

CITY OF DULUTH

THIS AGREEMENT, entered into this _____ (day) of _____ (month/year), by and between the CITY OF DULUTH, a municipal corporation, hereinafter referred to as "City," and **Duluth Independent School District No. 709, 215 North First Avenue East, Duluth, Minnesota, 55802**, hereinafter referred to as "Service Provider," for the purpose of rendering services to the City.

WHEREAS, the City desires to utilize Service Provider's professional services for the development and implementation of the Safe Routes to Schools Education, Encouragement, and Enforcement Program in accordance with Minnesota Department of Transportation Agreements Nos. 93807 and 93808 and Resolutions 08-0751 and 08-0752;

WHEREAS, Service Provider has represented that it is qualified and willing to perform services set forth in its proposal;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services to be Performed.

Service Provider will provide the services identified in its proposal dated **October 7, 2009, attached hereto as Exhibit "A."** In the event of any conflict between the terms of the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed to be controlling.

II. Fees.

It is agreed between the parties that Service Provider's maximum fee for the term of this Agreement shall not exceed the sum of **\$55,000 (Fifty-five thousand and no/100) dollars, payable from the Permanent Improvement Fund, Dept./Agency 035, Object 5441, Project No. P10655TR, Resolution No. 10-0017R, Vendor No. 1757, Requisition No. 09-0639** and categorized as follows:

Professional instructor, stipends, contact benefits	\$34,055
Training materials, Crossing Guard vests, supplies, equipment	<u>20,945</u>
	\$55,000

All bills for services rendered shall be submitted monthly to the Project Engineer, Engineering Division, Public Works and Utilities.

III. General Terms and Conditions.

1. Qualifications. Service Provider represents that it is qualified and willing to perform the services set forth herein.
2. Amendments. Any alterations, variations, modifications or waivers of terms of this Agreement including contract price shall be binding upon the City and Service Provider only upon being reduced to writing and signed by a duly authorized representative of each party.
3. Assignment. Service Provider represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City.
4. Data and Confidentiality.
 - a. The City agrees that it will make available all pertinent information, data and records under its control for Service Provider to use in the performance of this Agreement, or to assist Service Provider wherever possible to obtain such records, data and information.
 - b. All reports, data, information, documentation and material given to or prepared by Service Provider pursuant to this Agreement will be confidential and will not be released by Service Provider without prior authorization from the City.
 - c. All notes, reports, records and other data prepared under this Agreement shall become the property of the City upon completion or termination of the services of Service Provider. Any reuse of notes, reports, records or other data for anything other than its intended purpose will be at the City's sole risk and without liability or legal exposure to Service Provider.
5. Standard of Performance.

Service Provider agrees that all services to be provided to the City pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for the provisions of services of this type.
6. Contract Period.

Service Provider shall commence performance of this Agreement upon the execution thereof and performance shall remain in effect until **December 31, 2011, or until all obligations have been satisfactorily fulfilled, whichever occurs first.**

7. Independent Contractor.

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Service Provider as an agent, representative or employee of the City for any purpose or in any manner whatsoever. Service Provider and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Service Provider's employees while so engaged, and any and all claims whatsoever on behalf of Service Provider's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Service Provider's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Service Provider from liability or judgments arising out of Service Provider's intentional or negligent acts or omissions of Service Provider or its employees while performing the work specified by this Agreement.
- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Contractor expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

8. Indemnity.

Service Provider agrees to defend, save harmless, and indemnify the City of Duluth, its agents, and employees from any loss, cost, or damage by reason of Personal Injury or property damage of whatsoever nature or kind arising out of, or as a result of, the performance of the work by the Service Provider, its employees, agents, or subcontractors.

9. Insurance.

Service Provider shall maintain Workers' Compensation insurance in accordance with the laws of the state of Minnesota.

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10. Laws, Rules and Regulations.

Service Provider agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

11. Applicable Law.

This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

Countersigned:

CITY OF DULUTH-Client

City Auditor

Approved this _____ day of _____
2010.

By _____
Mayor

Attest: _____
City Clerk
Date Attested: _____

Department Director

Approved this _____ day of _____
2010

**DULUTH INDEPENDENT SCHOOL
DISTRICT NO. 709
Service Provider**

Purchasing Agent

Approved this _____ day of _____
2010

By _____
Representative

Its _____
Title of Representative

Assistant City Attorney

Date: _____

Date: _____

Funding provided by Mn DOT through a subgrant with the City of Duluth

Total Grant Award FY 10:
Lincoln Portion

\$ 30,000.00
\$ 4,000.00
\$ 55,000.00

3-667-005-064-2099.00

Coordinated by Ken Williams
Through fy 10 school year

FTE	0.30	Coordinator Amy Kaiser	25 hrs @ pro-rata \$42.55 PE Spec Nancy Anderson	Sub Teachers	Stipends	Total
Object Code	2668	1316	\$95 per day x 28 days + frg	20.26 x 75 hrs		
Coordinator	1140.00	19,324				19,324
Sub Teachers	1145.00			2,660		2,660
Stipends at hrly rates	1185.00	1,064			1,520	2,583
FICA 7.65%	1210.00	81		203	116	1,879
TRA 5.79%	1218.00	1,119		154	88	1,422
Health	1220.00	5,719				5,719
Life	1230.00	14				14
Dental	1235.00	73				73
LTD	1240.00	50				50
Work Comp 1.10%	1270.00	213		29	17	270
Unempl Comp .25%	1280.00	48		7	4	61
		28,037	1,221	3,053	1,744	34,055

Description	Object	FRG ONLY	157	393	225
Contr Svcs	1305.00	8,713			
Fees-admissions	1394.00				
Printing	1398.02				
Training Supplies & General supplies	1401.01				200
Classroom/student Supplies	1430.00				250
Food for students/snacks	1490.01				14,495
Equipment	1530.00				6,000
					20,945.00

TOTAL NonLabor budget	Labor Budget	NonLabor Budget	Total	Total Awarded	Difference
	34,055	20,945	55,000	55,000	(0)

EXHIBIT A (I)

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EXHIBIT A (II)

Developing and Implementing An Education, Encouragement, and Enforcement for the students of Duluth Public Schools which must address:

1. Education and Encouragement

- a. Formulate an ongoing bicycle/pedestrian education program including, but not limited to:
 - (1) Radio public service announcements regarding driver awareness in school zones, SRTS promotional efforts at urban schools, and winter reminders of city-wide snow removal requirements.
 - (2) School district and school press conferences promoting SRTS and related aspects of the school district wellness Policy 6300.
- b. Develop and deploy age-appropriate bicycle/pedestrian curriculum.
- c. Purchase bicycle/pedestrian safety education resources from NHTSA.
- d. Develop and distribute individual school and school district newsletters to educate and promote parent and community involvement in parent-led walking school buses, school "family nights" focused on neighborhood walking activities, PTA volunteer efforts to promote neighborhood sidewalk snow removal and watch-groups for walking children (stuffing flyers in neighborhood mailboxes).
- e. Working with the Duluth SRTS Steering Committee to advocate (via a letter) for the City of Duluth Public Works to improve its enforcement of sidewalk snow removal policy and reduce the barriers that a lack of snow removal creates for the community students in the winter.
- f. Work with the Duluth SRTS Steering Committee to advocate (via a letter) for City of Duluth Planning updated zoning requirements to include that new residential developments include sidewalk and/or trail connections to nearby schools.

2. Enforcement

- a. Purchase 400 student-sized crossing guard vests that meet MnDOT's safety standards for color and reflectivity.
- b. Send 32 student school patrol leaders from sixteen schools (two school patrol from each school) to Legionville School Patrol Camp in Brainerd, Minnesota.
- c. Work with the Duluth Police Department in holding a training session for school staff on how to properly issue parking tickets for illegally parked vehicles that are present in bus zones.

3. Evaluation

- a. Conduct before and after surveys on the number of students biking and walking to and from school. Conduct limited parent surveys and attitudes about biking and walking to school. Monitor general wellness of the student body through attendance records.