

AGREEMENT FOR ORGANIZATIONAL MANAGEMENT AND HUMAN RESOURCES CONSULTING SERVICES

THIS AGREEMENT is made as of the ____ day of _____ 2012, by and between, the City of Coon Rapids, Minnesota ("Client") and Springsted Incorporated ("Consultant").

WHEREAS, the Client wishes to retain the services of the Consultant on the terms and conditions set forth herein, and the Consultant wishes to provide such services;

NOW, THEREFORE, the parties hereto agree as follows:

1. Services. Consultant shall provide organizational management and human resources consulting services to the Client to provide a Classification and Compensation Study. The scope of services to be provided is set forth in the February 15, 2012 proposal which is hereby made a part of this agreement.
2. Compensation. The Client shall compensate the Consultant for these services at a professional fee of \$29,710.00 and out of pocket expenses not-to-exceed \$1,000.00 in the manner set forth in the proposal.
3. Term and Termination. This Agreement shall commence as of the date hereof, and shall continue until terminated by either party by written notice given at least 60 days before the effective date of such termination, provided that no such termination shall affect or terminate the rights and obligations of each of the parties hereto with respect to any project, whether or not complete, for which the Consultant has provided services prior to the date that it received such notice.
4. Indemnification: Sole Remedy. The Client and the Consultant each hereby agree to indemnify and hold the other harmless from and against any and all losses, claims, damages, expenses, including without limitation, reasonable attorney's fees, costs, liabilities, demands and cause of action (collectively referred to herein as "Damages") which the other may suffer or be subjected to as a consequence of any act, error or omission of the indemnifying party in connection with the performance or nonperformance of its obligations hereunder, less any payment for damages made to the indemnified party by a third party. Notwithstanding the foregoing, no party hereto shall be liable to the other for Damages suffered by the other to the extent that those Damages are the consequence of: (a) events or conditions beyond the control of the indemnifying party, including without limitation changes in economic conditions; (b) actions of the indemnifying party which were reasonable based on facts and circumstances existing at the time and known to the indemnifying party at the time the service was provided; or (c) errors made by the indemnifying party due to its reliance on facts and materials provided to the indemnifying party by the indemnified party. Whenever the Client or the Consultant becomes aware of a claim with respect to which it may be entitled to indemnification hereunder, it shall promptly advise the other in writing of the nature of the claim. If the claim arises from a claim made against the indemnified party by a third party, the indemnifying party shall have the right, at its expense, to contest any such claim, to assume the defense thereof, to employ legal counsel in connection therewith, and to compromise or settle the same, provided that any compromise or settlement by the indemnifying party of such claim shall be deemed an admission of liability hereunder. The remedies set forth in this paragraph shall be the sole remedies available to either party against the other in connection with any Damages suffered by it.

Confidentiality; Disclosure of Information.

- 4.1 Client Information. All information, files, records, memoranda and other data of the Client which the Client provides to the Consultant or which the Consultant becomes aware of in the performance of its duties hereunder ("Client Information") shall be deemed by the parties to be the property of the Client. The Consultant may disclose the Client Information to third parties in connection with the performance by it of its duties hereunder.
- 4.2 Consultant Information. The Client acknowledges that in connection with the performance by the Consultant of its duties hereunder, the Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of the Consultant ("Consultant Information"). The Client acknowledges that all Consultant Information, except reports prepared by the Consultant for the Client and any information which is considered public, is confidential and proprietary to the Consultant, and agrees that the Client will not, directly or indirectly, disclose the same or any part thereof to any person or entity except upon the express written consent of the Consultant.

5. Miscellaneous.

- 5.1 Delegation of Duties. The Consultant shall not delegate its duties hereunder to any third party without the express written consent of the Client.
- 5.2 No Third Party Beneficiary. No third party shall have any rights or remedies under this Agreement.
- 5.3 Entire Contract; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral negotiations, understandings or agreements with respect hereto. This Agreement may be amended in whole or in part by mutual consent of the parties, and this Agreement shall not preclude the Client and the Consultant from entering into separate agreements for other projects.
- 5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 5.5 Severability. To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.
- 5.6 Notice. All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:

City of Coon Rapids
11155 Robinson Drive
Coon Rapids, MN 55433

If to the Consultant, to:

Springsted Incorporated
380 Jackson Street
Suite 300
St. Paul, MN 55101-2887
Attention: Managing Principal

The foregoing Agreement is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

FOR CLIENT

SPRINGSTED INCORPORATED

Name
Title

Ann Antonsen, Vice President
Consultant