



PROFESSIONAL SERVICE CONTRACT

This contract is made and entered into between the City of Princeton, a municipal corporation ("the City") and Tracy Peters, an individual, ("the Service Provider") for purposes outlined below.

Terms of Contract

The services outlined in this Contract shall commence on the date the contract is fully executed by both parties, but no earlier than March 4, 2022, and shall be ongoing until thirty (30) days after a new Finance/Human Resources Director starts.

Services to be Provided

The Service Provider shall provide the following services:

1. Provide one (1) hour of financial consultation per week up to five (5) hours per month. Questions from the City to the Service Provider shall be submitted only from the City Administrator who shall compile them from other staff and submit them in writing via email. The Service Provider may respond by email, telephone or Facetime as needed.
2. Provide signature services for payroll and bill checks.

In order to perform these services, the Service Provider will retain the following City-owned equipment:

1. Apple iPhone, Serial Number:
2. Dell Laptop, Serial Number:

The above equipment shall be returned to the City within seven (7) business days of Contract termination.

Additional services may be authorized by the City in writing.

Terms of Payment/Reimbursement of Expenses and Equipment

The Service Provider agrees to provide the above services at no cost to the City.

Indemnification and Insurance

Any and all claims that arise or may arise against the Service Provider, its agents, servants or employees as a consequence of any act or omission on the part of the Service Provider or its agents, servants or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the City. The Service Provider agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages, consequential damages, expenses, claims or action including attorney fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay

arising out of the Service Provider's acts, omission, performance or failure to adequately perform its obligations pursuant to this contract.

It is understood and agreed that the City's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

Data Privacy/Data Ownership

A. Data Practices.

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of Service Provider because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules promulgated pursuant to Chapter 13. The person responsible for release of all data under this Agreement shall be the Division Director of the City employee identified in provision 10.

B. Health Insurance Portability and Accountability Act (HIPAA – 45 C.F.R. §§160,162,164)

If under this Agreement the exchange of Protected Health Information in any form is anticipated the Service Provider shall comply with all regulatory obligations including signing any required agreements (e.g., Business Associate Agreement). Such Agreements shall be attached to and incorporated into this Agreement.

C. Release.

No data may be released by the Service Provider to a third party without the express consent of the City's representative as indicated below – this includes any media relations.

Default and Cancellation

- A. If the Service Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Service Provider's default is excused by the City, the City may, upon written notice to the Service Provider's representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.
- B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.
- C. Unless Service Provider's default is excused under the terms of this Contract the City may recover from Service Provider such damages as it may sustained by reason of additional administrative costs, expenses of re-awarding the Contract and other damages sustained by the City by reason of delay, price changes, loss of other contracts, loss of income, inability of the City to fulfill other contracts, loss of other benefits of this Contract and any other damages directly or consequently arising out of this Contract or failure to perform the same by Service Provider.
- D. Representatives for each of the parties to this Agreement are as listed below:

Contractor

Tracy Peters

763/350-5684

tpeters@princetonmn.org

City

Michele McPherson, City Administrator

705 2nd Street North Princeton, MN 55371

763/389-2040

mmcpherson@princetonmn.org

- E. The City and the Service Provider agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate its effects.

Entered into this _____ day of February, 2022 by:

Service Provider

Mayor

City Administrator