



## STAFF REPORT

DATE: May 18, 2021

### **CONSENT**

**AGENDA ITEM:** Professional Services Agreement with Evergreen Land Services

**TO:** Mayor and Council

**SUBMITTED BY:** Kristina Handt, City Administrator

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### **BACKGROUND:**

In anticipation of the new city center breaking ground this fall, staff contacted firms to provide relocation services to the Brookfield tenant (Loving Care Home Services) who will be relocated before their lease expires in June 2022. Staff contacted four firms and Evergreen Land Services has the lowest hourly rate.

### **ISSUE BEFORE COUNCIL:**

Should Council approve the professional services agreement with Evergreen Land Services?

### **PROPOSAL DETAILS/ANALYSIS:**

Included in your packet is a copy of the city's standard professional services agreement. The proposal from Evergreen Land Services is included as Exhibit A.

A 90 day notice period is required to be given to the tenant so with an anticipated relocation date in September, the notice will have to be given in the next couple of weeks.

### **FISCAL IMPACT:**

Hourly rates are \$90-95. It is anticipated to take 30-40 hours to complete the notification, relocation, processing of reimbursements and other statutory requirement. These cost have been included in the budget for the new city center.

### **OPTIONS:**

- 1) Approve Professional Services Agreement with Evergreen Land Services
- 2) Amend and then approve Professional Services Agreement with Evergreen Land Services
- 3) Select another firm to work with

### **RECOMMENDATION:**

If removed from the consent agenda:

***Motion to approve the professional services agreement with Evergreen Land Services.***

### **ATTACHMENT:**

- Professional Services Agreement

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (this "Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Lake Elmo, a Minnesota municipal corporation with its principal office located at 3880 Laverne Ave N., Suite 100, Lake Elmo, Minnesota 55042 (the "City"), and Evergreen Land Services Company, a Minnesota corporation with its principal office located at 1515 East 66<sup>th</sup> Street, Suite 104, Richfield, MN 55423 ("Contractor").

### **I. SERVICES TO BE PROVIDED.**

Contractor will provide relocation services to the City for the tenant Loving Care Home Services as more particularly described in Contractor's proposal which is attached to this Agreement as Exhibit A (the "Services"). All Services provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

### **II. COST OF SERVICES.**

A. Contractor shall perform the Services outlined in this Agreement and its proposal at the rates set forth in Contractor's proposal which is attached to this Agreement as Exhibit A (the "Professional Fees"). Contractor shall invoice the City on a monthly basis for the Services performed by Contractor for the month. The invoice must include the number of hours and a description of the Services performed by Contractor. Payment to Contractor shall be due within 30 days of the date of the invoice.

B. The City shall not be responsible for payment for any additional costs or work performed by Contractor that is outside the scope of this Agreement that is not expressly pre-approved by the City.

### **III. CITY'S RESPONSIBILITIES.**

Upon request, the City shall provide Contractor with all available relevant materials pertaining to completion of the Services.

### **IV. TERM AND TERMINATION OF AGREEMENT.**

The term of this Agreement shall commence, and Contractor shall commence performing the Services on \_\_\_\_\_, 2021. This Agreement shall terminate, and Contractor shall stop performing the Services under this Agreement no later than \_\_\_\_\_, 2022. This Agreement may be terminated earlier by either party by giving 30 days' written notice to the other party. Upon termination, Contractor shall be paid by the City for all Services rendered by Contractor and all mileage expenses incurred by Contractor as of the date of the termination for which Contractor has not yet been compensated.

## **V. INDEPENDENT CONTRACTOR.**

All Services provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the Services pursuant to this Agreement, shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of Contractor, its employees, subcontractors, or agents, or other persons engaged by Contractor in the performance of Services pursuant to this Agreement, shall not be the obligation or responsibility of the City. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.

## **VI. INDEMNIFICATION.**

Contractor, and any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of Services pursuant to this Agreement, shall indemnify, defend, and hold harmless the City and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by Contractor, its employees, subcontractors, and agents, or any other person engaged by Contractor in the performance of the Services pursuant to this Agreement. Likewise, the City agrees that it will defend, indemnify, and hold harmless the Contractor, and any and all officers, employees, subcontractors and agents of Contractor against any and all liability, loss, costs, damages and expenses including attorneys' fees, which the Contractor may hereafter sustain, incur, or be required to pay arising out of the actions of the City pursuant to this Agreement.

## **VII. INSURANCE.**

Contractor agrees to maintain, at its expense, statutory workers' compensation insurance coverage. Contractor also agrees to maintain, at its expense, general liability insurance coverage insuring Contractor against claims for bodily injury, death, or property damage arising out of Contractor's general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,500,000. Upon request of the City, Contractor shall provide the City with certificates of insurance, showing evidence of the required coverage and listing the City as an additional insured.

## **VIII. MISCELLANEOUS PROVISIONS.**

### **A. Entire Agreement.**

This Agreement shall constitute the entire agreement between the City and Contractor, and supersedes any other written or oral agreements between the City and Contractor. This Agreement can only be modified in writing signed by the City and Contractor.

### **B. Data Practices Act Compliance.**

Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. Contractor agrees to promptly respond to inquiries from the City concerning data requests.

**C. Choice of Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

**D. No Assignment.**

This Agreement may not be assigned by either party.

**E. Compliance with Laws.**

Contractor shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances and regulations in performing the Services under this Agreement.


**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

**CITY OF LAKE ELMO**

By: \_\_\_\_\_  
Charles Cadenhead  
Its: Mayor

By: \_\_\_\_\_  
Julie Johnson  
Its: City Clerk

**EVERGREEN LAND SERVICES  
COMPANY**

By:   
Its: Vice President / Relocation Manager

**EXHIBIT A**  
**Contractor's Proposal**

Evergreen Land Services Company  
1515 East 66<sup>th</sup> Street, Suite 104  
Richfield, MN 55423

Tel: (651) 882-0200  
Fax: (651) 882-6564

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April 20, 2021

Kristina Handt  
Administrator  
City of Lake Elmo  
3880 Laverne Avenue North  
Lake Elmo, MN 55042

**SUBJECT:** Proposal for the relocation services for the tenant Loving Care Home Services at 3880 Laverne Avenue North, Lake Elmo, MN 55042

Dear Ms. Handt:

Evergreen Land Services Company (ELS) is pleased to present the following proposal to assist the City of Lake Elmo in the relocation of the tenant Loving Care Home Services. ELS has been serving municipal and private clients with these types of projects for over 30 years.

ELS is sufficiently staffed to handle this project and complete the relocation within the time frame necessary. All relocation services will be performed under the guidelines set by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

I am submitting a bid for our services necessary to assist and relocate the tenant Loving Care Home Services at 3880 Laverne Ave. North in Lake Elmo. This amount is based on the amount of time I feel our relocation staff would need to provide relocation services.

#### **Relocation**

The project objective will be to assist the Impacted residential tenants, which are eligible for assistance under the federal guidelines in relocating to adequate replacement accommodations as quickly as possible. In addition, ELS can assure that this project will be operated in accordance with the "Uniform Act" to maximize federal participation. All impacted businesses will be treated in a just manner and receive adequate compensation under the applicable guidelines.

ELS will operate a cost effective and efficient program and will address all the special needs of the businesses. We will make a concerted effort to find workable solutions to all problems related to the relocation process and assist in the policy and procedure guidelines to better meet the needs of the City of Lake Elmo and the displacee involved. We would anticipate the usual range of difficulties and have the capabilities to address all these issues.

Relocation assistance services include the following:

- Initial meeting with the staff of the City of Lake Elmo to discuss project coordination and procedures; meetings with the public and occupants to discuss and provide written general information on relocation benefits, documentation requirements, and the process applicable to each of their situations.
- Determine needs and preferences for the move and replacement location for the owners and occupants. Explain relocation benefits, the process involved with relocation, and the payment documentation requirements.
- Offer advisory services regarding the move, explanations of relocation benefits and procedures, and other assistance, as necessary.
- Preparing the required General Information Notice, Notices of Eligibility for Relocation Assistance, and 90-day and 30-day Notices to Vacate per the relocation regulations, for the staff's review and signature.
- Assisting the displaced occupants in identifying and documenting eligible, reimbursable relocation costs and confirming the submitted costs are reasonable and necessary per the regulations. Coordinate and secure competitive moving bids.
- Provide referrals to available replacement properties.
- Preparing claims for relocation payment and making recommendations to the City of Lake Elmo regarding the eligibility of relocation benefits requested by the displaced occupants.
- Throughout the project, addressing questions and concerns of the displaced occupants, and advising the occupants of their rights and obligations in the relocation process.
- Throughout the project, reviewing the project/relocation status and reviewing any questions and concerns.
- Document and close out file once all relocation benefits are given.



This list of tasks is not all-inclusive, but our activities will comply with Minnesota Statute and Uniform Act regulations and will include all steps required in the process and additional steps as may be helpful. All written and oral communication will be documented in each file.

II bill at an hourly rate of \$95.00 per hour for our Relocation Manager. The average relocation of a business tenant takes approximately 30 to 40 hours. Below is an estimate for the total relocation project.

**Evergreen Land Services estimates the cost for our relocation services to assist the City of Lake Elmo Champlin in the relocation of the tenant Loving Care Home Services to be a not to exceed amount of \$3,800.00. We bill at an hourly rate and only charge what we bill.**

I have enclosed a rate sheet. If you have any questions or need any additional information, please do not hesitate to give me a call at (651) 882-0200. We look forward to working with the City of Lake Elmo on this project.

Sincerely,



Steven Carlson  
Relocation Manager

Encl.

# 2021 RATE SCHEDULE

## EVERGREEN LAND SERVICES COMPANY

### ACQUISITION SERVICES

Acquisition Manager	\$95.00 per hour
Acquisition Agent	\$90.00 per hour

### APPRAISAL SERVICES

Appraisal Manager	\$95.00 per hour
Appraiser	\$90.00 per hour
Appraisal	Per Appraisal

Appraisals are usually charged on a per appraisal basis, but appraiser can also bill for work on an hourly basis.

### RELOCATION SERVICES

Relocation Manager	\$95.00 per hour
Relocation Consultant	\$90.00 per hour

### EXPENSES

Vehicle mileage allowance (IRS Rate)	\$0.56 per mile
Per Diem & Misc. Costs	
Meals	\$31.00 day
Hotel	actual costs

Miscellaneous costs consist of such items as maps, copies of documents, expendable material, recording fees, subcontractor or other costs required to complete projects.