

Attachment C
CITY OF ONALASKA
STANDARD SERVICES AGREEMENT

This Agreement (with Exhibits, the "Contract") is entered into this ____ day of _____, _____, by and between the City of Onalaska (hereinafter "City"), and _____, (hereinafter "Service Provider"), with an address of _____.

WHEREAS, the City issued a Request for Proposal ("RFP") for _____ services (the "Services"); and

WHEREAS, Service Provider responded to the RFP pursuant to the proposal attached hereto as Exhibit A and incorporated herewith (the "Proposal"); and

WHEREAS, the City has selected Service Provider to provide the Services pursuant to the RFP.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows:

1. The City agrees to retain Service Provider to provide the Services to the City pursuant to the terms set forth in the Proposal except for _____. The Services described in the RFP and in this Contract are collectively (the "Service Provider Obligations").
2. Service Provider shall perform the Service Provider Obligations in a commercially reasonable and timely manner.
3. Service Provider shall deliver all reports required by the Service Provider Obligations in a commercially reasonable timeframe.
4. Service Provider shall provide any reasonable additional services to the City at Service Provider's customary rate for services.
5. The City agrees to pay Service Provider on the basis set forth in the RFP. No reimbursement or payments for travel and lodging shall be in excess of the allowable IRS regulations for travel and lodging in La Crosse County, Wisconsin or shall be made without prior written authorization from the City.

6. Service Provider shall maintain all information regarding City property in a format accessible by City and shall supply the City with all software and licenses to access such information. Service Provider shall reasonably cooperate with the City in responding to any Wisconsin Public Records requests.
7. Service Provider shall, at its sole expense, maintain in effect at all times during the term of this Contract, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.
 - I. Commercial General Liability – REA shall provide and maintain a commercial general liability with the following limits:
 - a. General Liability – One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage.
 - b. Umbrella Liability – Two million dollars (\$2,000,000) following form excess of the primary General Liability and Automobile Liability. Coverage is to duplicate the requirements as set forth herein.
 - II. Required Provisions – The general liability umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The City of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the City of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
 - b. For any claims related to this project, Service Provider’s insurance shall be primary insurance as respects to the city of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained employees, or authorized representatives or volunteers shall not contribute to it.

- c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
 - d. Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Each insurance policy required by this Contract shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or Service Provider, except after thirty (30) day (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Onalaska, or upon termination of this Contract for inspection services.
 - f. Such liability insurance shall indemnify the City of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by Service Provider for damages on account of such bodily injury (including death), property damage and personal injury.
 - g. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Onalaska, and shall have a minimum A.M. Best's rating of B.
- III. Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the City of Onalaska. At the option of the City of Onalaska, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- IV. Evidences of Insurance – Prior to execution of this Contract, Service Provider shall file with the City of Onalaska a certificate of insurance (accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Contract. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

8. Service Provider, and its agents, employer, and employees shall defend, indemnify and hold the City of Onalaska harmless for the cost of the defense of any claim, demand, suit or cause of action made or brought against the City of Onalaska arising from the actions of Service Provider, including, but not limited to, court costs, attorneys' fees, and other expenses of any kind whatsoever arising in connection with the defense of the City of Onalaska. The City may require Service Provider to assume and take over the defense of the City of Onalaska for any such claim, demand, suit or cause of action, upon timely notice and demand for same by the City. Service Provider, its agents, employer and employees shall defend, indemnify and hold the City of Onalaska and harmless against all judgments resulting from any legal actions, suits, claims or demands against the City of Onalaska related to the acts of Service Provider.
9. The parties intend that any dispute or controversy arising out of or relating to the Contract, be resolved informally, if possible, through good faith negotiation. Therefore, in the event of a dispute or controversy, the parties shall promptly notify each other, in writing, of the specifics of such dispute or controversy and arrange to meet in an attempt to reach a resolution of the dispute or controversy.
10. The terms of this Contract shall run from the date of this Contract through completion of the Service Provider Obligations.
11. Service Provider acknowledges that Service Provider is an independent contractor and not an employee of the City
12. Service Provider shall not assign this Contract to any other person, firm or business, without the prior written approval of the City, it being the express intention of the parties that all services to be performed shall only be performed by Service Provider.
13. This Contract may not be modified except in writing signed by both parties.
14. The parties signing this Contract represent that they do so with full authority.

IN WITNESS WHEREOF, Service Provider has caused this Contract to be executed by its President and the City by its Mayor and City Clerk the day and year first above written.

CITY OF ONALASKA

SERVICES PROVIDER

By: _____
Name: Kim Smith
Title: Mayor

By: _____
Name: _____
Title: _____

By: _____
Name: JoAnn Marcon
Title: Clerk

Approved as to content, form and execution, this ___ day of _____, ____.

_____, City Attorney