

## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made on this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF MAPLE GROVE (“City”), and MELANIE MESKO LEE (“Contractor”) (collectively, “Party” or “Parties”).

WHEREAS, the City has the authority to retain and remove a human resources director;

WHEREAS, the City requires an individual to serve as an independent contractor in the role of interim human resources director;

WHEREAS, the Contractor has expertise and is experienced in providing the necessary services, and desires to serve as Interim Human Resources Director for the City;

NOW THEREFORE, the Parties agree as follows:

1. **INCORPORATION.** The foregoing recitals are hereby incorporated and made part of this Agreement.
2. **APPOINTMENT.** The City appoints Contractor as Interim Human Resources Director for the City, subject to the terms and conditions set forth herein.
3. **SCOPE OF SERVICES.** Contractor agrees to provide professional services to the City as described on the attached EXHIBIT A. The City shall not be obligated to pay for any claim of any service not provided for or agreed to herein.
4. **TERM; TERMINATION.** The term of this Agreement shall commence on April 1, 2022 and conclude upon termination by either Party. Either Party may terminate the agreement in writing, with or without cause, at its option, and specify an effective date for such termination. The Agreement is expected to terminate on May 31, 2022.
5. **COMPENSATION.** Contractor shall provide services as described and the City agrees to pay compensation at the rate of \$85.00 per hour during which Consultant is working within the SCOPE OF SERVICES identified herein. Consultant and City Administrator will determine the best way to account for and report compensable time. Actual mileage expenses from the address stated in Paragraph 14 herein to the City on dates and times the Consultant is required to be in the City in person shall be paid at the federal rate in effect at the time the mileage is incurred.
6. **INDEPENDENT CONTRACTOR.** At all times and for all purposes herein, the Contractor is and shall be an independent contractor and is not an employee of the City. No statement herein is intended to be or shall be construed to support a claim that the Contractor is an employee of the City.

7. **NO ASSIGNMENT.** Neither of the Parties shall assign any of their respective rights or obligations under this Agreement without the prior written consent of the non-assigning Party.
8. **LEGAL COMPLIANCE.** Contractor shall abide by all federal, state, and local laws, statutes, ordinances, rules, and regulations in the performance of the Scope of Services. Any violation by Contractor of statutes, ordinances, rules and regulations pertaining to the Scope of Services shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
9. **DATA PRACTICES COMPLIANCE.** Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligations under this contract. Contractor agrees to maintain all data obtained from the City in the same manner as the City is required to maintain such data under the Minnesota Government Data Practices Act, Minnesota Statutes Chap. 13 ("MGDPA"). Contractor will not release or disclose the contents of data classified by the MGDPA as not public to any person except at the written direction of the City. Upon termination of this Agreement, Contractor agrees to return all such data as requested by the City.
10. **INDEMNIFICATION.** Contractor is entitled to defense and indemnification from the City for Consultant's performance within the Scope of Services on behalf of the City. The City's indemnification obligation shall exclude any intentional wrongful act or omission by the Consultant, including but not limited to fraud, misrepresentation, or malfeasance.
11. **NON-DISCRIMINATION.** During the performance of this Agreement, Contractor shall not discriminate against any person because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age. Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minn. Stat. § 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
12. **WAIVER.** Any waiver by either Party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either Parties' ability to enforce a subsequent breach.
13. **GOVERNING LAW; VENUE.** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota and the venue of any dispute pertaining to the relationship between the Parties shall be a court of competent jurisdiction in Hennepin County, Minnesota.

14. **NOTICES.** Any notice to be given by either Party upon the other under this Agreement shall be properly given if delivered in writing either personally or by email to the other Party, as follows:

If to City:                      City Administrator  
   City of Maple Grove  
   12800 Arbor Lakes Parkway  
   Maple Grove, MN 55311  
   hnelson@maplegrovemn.gov

If to Contractor:              Melanie Mesko Lee

Notice shall be deemed effective upon delivery, if delivered personally, or upon sending to the address designated if by email. Either Party may change its address for the service of notice by giving written notice of such change to the other Party, in the manner specified above.

15. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

16. **ENTIRE AGREEMENT.** The entire agreement of the Parties is contained in this Agreement, including its exhibits. This Agreement supersedes any and all prior oral agreements and negotiations between the Parties relating to the subject matter. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties.

IN WITNESS WHEREOF, the undersigned Parties have entered into this Agreement as of the date set forth above.

CITY OF MAPLE GROVE

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Administrator

MELANIE MESKO LEE  
CONTRACTOR

By: \_\_\_\_\_

## **EXHIBIT A**

### **CITY OF MAPLE GROVE INTERIM HUMAN RESOURCES DIRECTOR SCOPE OF WORK**

#### Role/responsibility:

Oversee Human Resources Department staff of three, respond to questions, assist with hiring and employment issues as needed. Report to City Administrator.

Facilitate selection of Compensation and Classification Study consultant. Advance study once consultant is selected.

Oversee and facilitate hiring process for new department director.

Coordinate with city legal counsel regarding ongoing employment matters.

Facilitate policy revisions/new policy regarding remote work and ADA.

#### Hours:

Contractor shall make herself available between the hours of 8:00 a.m. and 4:30 p.m. a minimum of four days per week or as needed for evening meetings or urgent matters in the discretion of the City Administrator. The City Administrator and Consultant may mutually agree to flexibility in scheduling to accommodate remote work arrangements. The City's Director of Human Resources does not routinely attend council meetings; most human resources items at the council level are handled on consent.

Estimated work time of 20-30 hours per week.