

# City of Blaine/Rise, Incorporated

## Operating Agreement

This Agreement is made and entered into this first day of January, 2014, by and between the City of Blaine, 10801 Town Square Drive, Blaine, Minnesota 55449 (hereinafter City of Blaine) and Rise Incorporated, 8406 Sunset Road NE, Spring Lake Park, MN 55432 (hereinafter Rise).

### I. Term

This Agreement shall commence upon the signing above with an annual review/evaluation or renewal between both parties. This Agreement may be terminated by either party at any time with or without cause, by giving a 10-day written termination notice to the other party.

### II. Services

City of Blaine hereby contracts with Rise to furnish (1) worker to perform at their location Monday through Friday, with exception of recognized holidays (see attached) Specific hours to be determined. All supplies and work materials to perform tasks will be provided to Rise worker by City of Blaine.

### III. Compensation

City of Blaine will pay Rise an hourly rate of \$11.41 per hour per position. Contracted services stated herein are subject to Minnesota state sales tax and will be added to all invoices unless Rise receives a signed and completed Minnesota State Sales Tax Exempt Certificate prior to start date. Payment for services shall be made upon presentation of a claim. Terms will be Net 30 days total. Invoices will be prepared bi-weekly.

### IV. Independent Contractor

It is agreed by both parties that at all times and for all purposes hereunder, Rise (including its staff and workers) is an independent contractor and not an employee of City of Blaine.

### V. Insurance

Rise will carry Worker's Compensation Insurance as required by law. Rise will provide comprehensive bodily injury and property damage liability insurance with a combined single limit of \$1,000,000 each occurrence. Rise will provide City of Blaine with a certificate evidencing such insurance.

### VI. Requirement of a Writing

All alterations, amendments, deletions or waivers of the terms of the Agreement shall be valid and enforceable only when they have been reduced to writing and duly signed by the parties.

VII. Entire Agreement

It is understood and agreed upon by the parties that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agrees that this Agreement is the only and complete Agreement regarding the subject hereof.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands.

City of Blaine

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Date

Rise, Incorporated

*Lynn Noren, President*

Lynn Noren, President

*10/9/13*

\_\_\_\_\_

Date