



City of Minneapolis

Contract for Professional Services

(Over \$175,000)

City Contract Number: COM0003584

City Department Responsible for the Contract: MINNEAPOLIS HEALTH DEPARTMENT

This Contract is made between the City of Minneapolis, Minnesota, a home rule charter city, ("City") and **A MOTHERS LOVE INITIATIVE**, ("Consultant").

In consideration of the following terms, conditions and mutual promises, the parties hereby agree as follows:

I. Background

In February 2021, the City Council Approved funding for contracts totaling up to \$1,050,000 for Community Outreach and Support Services During and After the Trials of the Former Officers Involved in the Death of George Floyd to be managed by the Minneapolis Health Department (MHD). In March 2021, that Council Action was approved and signed by the Mayor. This information can be found in the following LIMS file: <https://lims.minneapolismn.gov/File/2021-00242>.

II. Scope of Service

Consultant agrees to perform the following services for the City:

Through this contract, A Mother's Love Initiative (AML) and their partners will provide services that will play a role in helping to keep Minneapolis community members safe, informed, and connected to resources during and after the upcoming trials. They will contract with and oversee teams of street-based Outreach Workers that will 1) provide positive outreach and community engagement; 2) support two-way communication between community and the

City; 3) provide informal de-escalation, mediation, and conflict resolution; and 4) share information about existing City resources and community resources and supports and help community members access those resources when appropriate.

The teams will be active on a proactive basis in community and at planned events for the above purposes. The teams may also be activated reactively on an as-needed basis when circumstances arise where community-based Outreach Teams could contribute to the safety and connectedness of community.

Project Area:

Services will be delivered in North Minneapolis neighborhoods.

Project Partners:

AML will collaborate with partners such as Salem Inc, We Push for Peace, and MN Safe Streets.

Administrative Expectations:

AML will:

- Ensure documentation of any safety issues impacting Outreach Workers or community members encountered by Outreach Workers on shift and communicate them to the City.
- Execute and manage contracts or employment agreements with Outreach Workers who have strong relationships with community and the skills and training to complete the outlined work.
- Provide outreach coverage schedules regularly to the City and Outreach Workers.
- Create plans for rapid response activation of Outreach Workers and communicate those plans to the City and Outreach Workers.
- Provide regular, timely payments to Outreach Workers for all undisputed hours.
- Ensure programmatic documentation and reporting expectations are met.
- Participate in planning, development, and ongoing progress meetings with City and City-identified partners as needed.
- Ensure that all Outreach Workers will not perform any law enforcement functions or tasks, or possess, carry or use firearms or

weapons of any kind while performing City-funded activities.

- Ensure that services align with a coordinated citywide approach, including:
 - If requested, ensuring Outreach Workers are identifiable as being part of these efforts in a way that is mutually agreeable between the organizations and the City.
 - Ensuring the funded activities are consistent with City guidelines and practices.
 - Ensuring the necessary insurance coverage for the Outreach Workers. Per standard City contracting, the City will not be responsible for insuring the Outreach Workers (i.e., workers compensation insurance, liability insurance, and auto insurance). Selected agencies will be expected to ensure the insurance they have covers all situations that may arise with all employees, contractors, and/or volunteers.
- Ensure that services do *not* include any of the following: fundraising, electoral campaigning, inherently religious activities, traditional law enforcement activities, or professional lobbying.

Service Expectations:

AML will contract with or employ Outreach Workers who will provide the following services to help keep Minneapolis community members safe, informed, and connected to resources.

- Conducting positive *proactive* outreach and community engagement
- Conducting positive *reactive* outreach and community engagement
- Helping to support two-way communication between community and the City
- Providing informal de-escalation, mediation, and conflict resolution when needed
- Sharing information about existing City resources and supports
- Sharing information about existing community resources and supports
- Helping community members access those resources when appropriate
- Following any program, policies and procedures as outlined by City and/or the organization.
- Completing all necessary documentation and reporting of shift

activities.

- Tracking all hours worked.
- If contractors, invoicing for all hours worked on a regular basis (time spent on invoicing shall be considered incidental and not billable).

Services may also include:

- Distributing resources (e.g. cloth masks) to community members
- Helping community members, organizations, organizers, business, and others plan for and achieve COVID-safe demonstration
- Helping to support healing opportunities that may be available

While outreach schedules may currently exist, MHD may provide direction as to the amount of Outreach coverage needed under this contract.

In addition to outreach, AML will provide:

Listening Circles: The Listening Circles will give those who have been traumatized an opportunity to gain support from their community (the Village); learn from others who have navigated through the community and criminal justice systems; and gain the necessary life tools to process their trauma.

Community Information Meetings: AML will sponsor a minimum of one community meeting. This will give residents an opportunity to voice their concerns, provide solutions and gain knowledge on how to keep families, neighbors, and businesses safe.

Referral Services: This will include referrals for basic living services to include but not limited to housing, education/GED education services, food shelf/clothing closet services, basic survival kits (soap, toothbrush/toothpaste, deodorant) and other family support services.

AML will also provide emotional and information support services at crime scenes to families that have lost a beloved to an act of violence and residents who have been traumatized.

III. Compensation

Consultant shall be compensated as per the following fee arrangement:

Funding can only be used for actual costs incurred for the outlined budget items. Costs for items not included in the below budget will need prior approval from contract manager.

Ineligible costs include: purchase of equipment like computers, monitors, printers, telephones, vehicles, or similar equipment; activities that occur before the execution or after the expiration of the program; or any activity that does not serve the goals described in this contract.

MHD may provide advance funds if needed to ensure effective program implementation. Requests for advance funds will be considered on a case-by-case basis and must be approved by the assigned MHD contract manager. In cases of advance funds, upon request the contractor will provide documentation of the expenses advance funds were used for once documentation is available. In cases of advance funds, any funds paid out to contractor that were not used for actual, allowable costs during the project period must be returned to MHD.

All expenses must be invoiced no later than January 7, 2022.

Category	Rate
Personnel	Up to \$11,100
Outreach Worker Costs	Up to \$72,000
Supplies	Up to \$750
Printing	Up to \$375
Food	Up to \$375
Evaluation	Up to \$420
Insurance	Up to \$435
Administrative Costs	Up to \$2,045
Total Not to Exceed	\$87,500

Personnel:

Executive Director at \$35/hour, 5 hours per week, 24 weeks = \$4,200
 Accounting at \$350/week, 24 weeks, 18% time charged to this project = \$1,500
 Program Director at \$25/hour, 5 hours per week, 24 weeks = \$3,000
 Support Staff at \$20/hour, 5 hours per week, 24 weeks = \$2,400

Outreach Worker Costs: Calculated at \$25/hour, 4 hours per day, 2.5 shifts per week, 12 Outreach Workers, 24 weeks = \$72,000.

Administrative Costs: Rent calculated at \$62.50 per week, 24 weeks = \$1,500;
Telecommunications calculated at \$68.12/month, 8 months = \$545.

Printing: Printing costs include flyers, development of resources and information on how to access resources, posters, and banners.

Invoices should be submitted by email as a PDF to:
submitinvoices@minneapolismn.gov. Copy of blank invoice form is attached and incorporated into this contract as **Exhibit A- Invoice for Services**.

“For any food or beverage purchases made pursuant to this Contract, Consultant agrees to comply with the City’s Food and Beverage Procedure, available at <https://www2.minneapolismn.gov/media/content-assets/www2-documents/government/Food-Beverage-Procedure.pdf>.”

Total compensation under this Contract shall not exceed **\$87,500.00**.

- A. **Invoices:** Consultant shall submit itemized invoices for services rendered. The City is under no obligation to honor or pay any invoices submitted more than 120 days after the Termination Date indicated in the Effective Date and Termination Date section of the Contract.
- B. **Travel Expense Reimbursement:** Reimbursable expenses shall be paid upon submission of itemized invoices to the City Department Contract Manager designated herein and shall be limited to the following:

none

The City agrees to pay only for reimbursable expenses that are reasonably and necessarily incurred and as set forth above. The total amount for compensation and reimbursable expenses shall not exceed the amount specified under the Compensation section above. All applicable travel-related expenses will require prior approval from the City Department Contract Manager designated herein. Consultant will only be reimbursed for the types of travel expenses that are allowed for travelling by City employees and for an amount that does not exceed the maximum reimbursements available to City employees. All travel must be conducted in accordance with the *City's Consultant Travel Reimbursement Conditions* which can be found at:

<http://citytalk/wcm1/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf> . Also, if applicable and at the City's option, the City will reimburse the consultant for mileage using the IRS "deductible" rates rather than paying the consultant's costs for a rental vehicle.

III. Effective Date and Termination Date

This Contract shall be in full force and effect from **April 01, 2021** through **December 31, 2021** unless terminated earlier through the paragraph entitled Termination (under General terms and conditions) or unless extended by the City Department Head signing this contract.

IV. Notices

Communication and details concerning this contract shall be directed to the following contract representatives:

CONSULTANT:

A MOTHERS LOVE INITIATIVE
Alisa Clemons
3451 Cedar Ave South
Minneapolis, MN 55408
amotherslovemn@gmail.com
612 207-2531

CITY OF MINNEAPOLIS:

Gretchen G Musicant, Department Head
Erin Sikkink, Contract Manager
505 Fourth Avenue South, Room 520
Minneapolis, MN 55415
Contact Phone: 612-673-2512
Contact Email: erin.sikkink@minneapolismn.gov

V. Terms and Conditions

This Contract is subject to and incorporate all the terms and conditions set forth in the General Conditions attached hereto.

VI. Closing

IN WITNESS WHEREOF, said Consultant and said City have caused this Contract to be executed in their behalf respectively by their proper officers as follows:

The parties being in agreement, have caused this document to be executed as follows:

FOR THE CONSULTANT, CONTRACTOR, OR OTHER NON-CITY SIGNATORY¹:

DocuSigned by:
Signature: *Alisa Clemons*
91924C8D86954D2...

Name: Alisa Clemons

Title: Director

By signing this document, I represent that I have the authority to enter into and bind the above-named entity to this Contract.

FOR THE CITY:

Approved as to Form by:

DocuSigned by:
Signature: *Brad Cousins*
18B29C56971E4F8...

Assistant City Attorney

DocuSigned by:
Signature: *Stephan Muscant*
B1E8988CDB194DA...

Department Head (or Designee) Authorized to Sign this Contract and/or Responsible for Administering and Monitoring Contract

DocuSigned by:
Signature: *Pam Fernandez*
02E06E87C1584F0...

Finance Officer or Designee/Purchasing Agent

¹ The Non-City Signatory is the other party to this Contract, and may be identified elsewhere in the Contract as, depending on the City program or process involved, the Consultant, Contractor, Grantee, Lender, Licensee, Responsible Party, or as otherwise indicated.

City of Minneapolis Terms and Conditions for Professional Services Contracts Over \$175,000

(Revised: Jan 15, 2019)

The General Conditions are terms and conditions that the City expects its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any three (3) sections. Some negotiation is possible to accommodate the Consultant's suggestions.

1. City's Rights

The City reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from commencing the project or any phase of the project and at any time if it is determined that the City was fraudulently induced to enter into the contract.

2. Equal Opportunity Statement

The Consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the Consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

3. Insurance

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest

or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

The Consultant and its subcontractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$300,000 each occurrence fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high-risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after the expiration of the contract.
- e) **Network Security and Privacy Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Consultant, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a

retroactive date that on or before the date of this Contract or the date Consultant commences work, whichever is earlier.

4. Indemnity and Hold Harmless

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City, as a result of this Contract.

Except for violations of the Data Practices section below, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

Where the Services provided by the Consultant to the City are "design professional services" as described in Minnesota Statutes, Section 604.21, then, the Consultant will not be obligated to defend the City as required above.

5. Subcontracting

The Consultant shall not sub-consult or sub-contract any services under this Contract unless authorized in writing by the City. The Consultant shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

6. Assignment or Transfer of Interest

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City which will not be withheld or delayed

unreasonably.

7. General Compliance

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

8. Performance Monitoring

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substandard performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9. Prior Uncured Defaults

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10. Independent Consultant

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant.

11. Accounting Standards

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted

accounting practices (GAAP) to properly account for expenses incurred under this Contract.

12. Retention of Records

Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, the Consultant shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13. Audit Requirements for Cloud-Based Storage of City Data

If the Consultant's services include the storage of City data using a cloud based solution, then the Consultant agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to provide a .pdf copy to the City's Contract Manager, upon the Consultant's receipt of the audit results.

14. Data Practices

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The requirements of Minnesota Statutes, Section 13.05, subdivision 11 apply to companies or individuals who perform under a government contract. The Consultant and any of the Consultant's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws.

15. Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all books, records, documents and accounting procedures and practices of the Consultant with respect to the matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City

deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

16. Living Wage Ordinance

The Consultant may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](#)"

(http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf), Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Consultant and its subcontractors pay their employees a "living wage" as defined and provided for in the Ordinance.

17. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

18. Conflict and Priority

If the Contract was awarded by RFP and in the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals.

19. Travel

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City's [Consultant Travel Reimbursement Conditions](#)

(<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

20. Billboard Advertising

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

21. Conflict of Interest/Code of Ethics

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the

Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

22. Termination, Default and Remedies

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the City shall pay Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

23. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final

approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

24. Intellectual Property

All Work produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

25. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete

text of the ordinance is available at:
http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf

It is the Consultant's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

26. City Ownership and Use of Data

The City has adopted an Open Data Policy ("Policy"). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) created by the Consultant and contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City's use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant's subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

27. Small & Underutilized Business Program (SUBP) Requirements

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). Consultant must comply with the Small & Underutilized Business Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any contract for the provision of goods and services in excess of one hundred and seventy five thousand dollars (\$175,000). SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

There are no specific SUBP goals on this RFP. However, if there are

subcontracting opportunities later identified, Consultant shall inform the Contract Manager to obtain authorization as stated under the section titled "Subcontracting" in the Terms and Conditions. Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Unified Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

28. Miscellaneous Provisions

1. **Successors and Assigns** -- This Contract shall be binding upon and inure to the benefit of the successors and assigns of the City and of the Consultant.
2. **Severability** -- If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been included.
3. **No Partnership or Joint Venture** -- Neither the City nor the Consultant is an agent, partner, or joint venture of the other for any purpose or has any authority to bind the other.
4. **No Third-Party Beneficiaries** -- This Contract does not create any third party beneficiary rights in any individual or entity that is not a party to this Contract.
5. **Waiver** -- Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
6. **Amendments** -- This Contract may only be modified or changed by written amendment signed by authorized representatives of the City and the Consultant.
7. **Entirety of Contract** -- This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.