



## City of Minneapolis

### Standard Contract Form

(For Professional Services Contracts up to \$175,000)

#### City Contract

Number: COM0003334

City Department responsible for the Contract: **MINNEAPOLIS  
HEALTH DEPARTMENT**

#### I. CONTRACT

THIS CONTRACT is made between the City of Minneapolis, a Minnesota municipal corporation and a home rule charter city, referred to as the "City" and **The Agape Movement Co. LLC**, referred to as the "Consultant," for **CASE MANAGEMENT SERVICES** to be provided under the terms of this agreement (the "Contract").

#### II. SCOPE OF SERVICES

The Consultant agrees to perform the following services for the City:

Outreach and engagement with young people at risk of perpetrating or being a victim of violence. Targeted community is South Minneapolis. It is anticipated that youth served will be between the ages of 17 years and 26 years old.

##### **Activities provided**

Work collaboratively with Minneapolis Office of Violence Prevention in assistance with post-incident crisis intervention. Outreach to youth who are directly impacted by a shooting/homicide (witness, friends, family, community member). Identify and recruit youth to participate in group support work. Interventions will include work, restorative practice, storytelling and reflection.

Work with City of Minneapolis Violence Prevention staff on Resource identification and building collaborative relationships with agencies/individuals working on the issue of violence prevention/intervention with gang/clique involved people.

**Outcomes/Evaluation**

- Attend a minimum of 10 community meetings per month that are relevant to violence prevention and gang/gun violence interruption.
- Connect with a minimum of 10 agencies per month that provide services related violence prevention and gang/gun violence interruption.
- The contactor will provide written summaries monthly on resources identified and community meetings attended.

The Consultant will utilize the five goal areas of the Minneapolis Blueprint for Action to Prevent Youth Violence (as guiding principles in the implementation of their violence prevention project.

**III. COMPENSATION**

The Consultant shall be compensated as follows:

Item	Role on Project	Salary/wages charged to project	Total
The Agape Movement (Staff and personnel time)	Outreach & Engagement	\$40 per hour x 500 hours	\$20,000
Supplies	Organizational Capacity	Flat rate	\$5,000
<b>TOTAL</b>			<b>\$25,000</b>

The total compensation under this Contract for services (including reimbursable expenses) shall not exceed **\$25,000.00**. The Consultant shall submit itemized invoices for services rendered. The City shall have no obligation to pay any invoices received more than 120 days after the Termination Date indicated in Section IV of this Contract.

### **Expense Reimbursement**

If the City has agreed to reimburse the Consultant for "Eligible reimbursable expenses", then eligible reimbursable expenses shall only be paid upon submission of itemized invoice and approval by the Contract Manager identified in Section XVI of this Contract. The City shall only pay for "eligible reimbursable expenses". All travel must be conducted in accordance with the City's ***Travel Reimbursement Conditions for Consultants:***

<http://citytalk/wcm1/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>

**Note:** The sum total for Compensation and eligible reimbursable expenses under this ***Standard Contract Form*** shall not exceed One Hundred Seventy-Five Thousand (\$175,000) dollars.

## **IV. EFFECTIVE DATE AND TERMINATION DATE**

This Contract shall be in full force and effect from **January 01, 2021** through **December 31, 2021** unless otherwise extended by the City or terminated earlier under the Cancellation, Default and Remedies section. The duration of this Contract including amendments shall not exceed five years.

## **V. SUBSTITUTIONS AND ASSIGNMENTS**

Services by the Consultant will be performed by the following person(s):

The Agape Movement authorized staff and personnel

Upon approval by the City, the Consultant may substitute other persons to perform the services. If substitution is permitted by the City, the Consultant shall

provide information to the City's Contract Manager identified in the Notices section to allow proper review of the qualifications of the substituted person. No assignment of this Contract shall be permitted without the written amendment signed by the City and the Consultant.

## **VI. SUBCONTRACTING OR SUBCONSULTING**

The Consultant shall not engage in any subcontracting or sub-consulting of any part of the Scope of Services to be provided under this Contract without the written authorization of the Contract Manager identified in the Notices section hereof. Should sub-contacting or sub-consulting be permitted by the Contract Manager, the Consultant is encouraged to hire, retain or engage an "Approved Small Business Enterprise" as that term is defined in Chapter 18A of the Minneapolis Code of Ordinances.

## **VII. CONTRACT ADMINISTRATION**

All provisions of this Contract shall be coordinated and administered by the Contract Manager identified in the Notices section.

## **VIII. INDEPENDENT CONSULTANT**

The Consultant and its employees shall not be an employee of the City. It is agreed that the Consultant and its employees will act as an "independent contractor" and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City, its departments or agencies. The parties agree that the Consultant and its employees will not act as the agent, representative or employee of the City.

## **IX. CONSULTANT'S INSURANCE**

The Consultant shall maintain the types of insurance and limits of coverage identified in Exhibit A which is attached and made part of this Contract.

## **X. DATA PRACTICES**

The Consultant agrees to comply with the Minnesota Government Data Practices Act (the "Act") and all other applicable state and federal laws relating to government data. The requirements of Minnesota Statutes, Section 13.05, subdivision 11, apply to companies or individuals who perform a government function. The Consultant and any of Consultant's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalty for non-compliance as though they were a governmental entity. The Consultant will 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, regardless of the limits of insurance coverage.

## **XI. COMPLIANCE WITH THE LAW**

The Consultant agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101-12213) (ADA), the Minnesota Human Rights Act (Minn. Stat. Ch. 363A), the Minneapolis Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 2000e). These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event the Consultant has questions concerning these requirements, it should request necessary clarifications from the City. Violation of any of the above laws can lead to termination of this Contract

## **XII. AUDITS**

As provided in Minnesota Statutes, Section 16C.05, subdivision 5, the Consultant agrees that the City, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records and accounting practices and procedures that are relevant and involve transactions relating to this Contract for a period of six years after the final payment is made by the City to the Consultant.

### **XIII. SUCCESSORS AND ASSIGNS**

The terms and conditions contained in this Contract shall become the obligation of and the rights enure to the benefit of the parties' successors and assigns.

### **XIV. LIABILITY AND INDEMNITY**

- a. The City agrees to defend, indemnify and hold harmless the Consultant against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the City or its employees.
- b. The Consultant agrees to defend, indemnify and hold harmless the City against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the Consultant or its employees, agents, subcontractors and sub-consultants.

### **XV. CANCELLATION, DEFAULT AND REMEDIES**

Either party to this Contract may cancel this Contract upon thirty (30) days written notice, except in instances where the Consultant fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, in which case the City has the right to terminate this Contract if the Consultant has not cured the default within seven (7) days after receipt of written notice of the default from the City.

Notwithstanding the Liability and Indemnity Section or this Cancellation, Default and Remedies Section, 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 here shall not limit the City, in case of any default, error or omission, by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Contract shall be

construed as a waiver of any right, remedy, liability limit or immunity of the City or the Consultant under law.

## **XVI. NOTICES**

Any notice or demand, authorized or required under this contract shall be writing and sent by U.S. mail (receipt of which shall be deemed to have occurred five days after the notice or demand was delivered to the U.S. Postal Service) to the other party as follows:

To the consultant:

The Agape Movement Co. LLC  
Alfonzo Williams  
3741 Chicago Avenue S.  
Minneapolis, MN 55407  
theagapemovement038@gmail.com

To the city:

Gretchen G Musicant, Department Head  
250 South 4th Street, Room 510  
Minneapolis, MN 55415

Erin Sikkink, Contract Manager  
Phone: 612-673-2512  
Email: erin.sikkink@minneapolismn.gov

## **XVII. INTELLECTUAL PROPERTY**

All "Work" as defined below, 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 consultations 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 term 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.

#### **XVIII. BILLBOARD ADVERTISING**

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

#### **XIX. 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 the 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" (as that term is defined in Section 15.280 of the Minneapolis Code of Ordinances) since Consultant has a direct financial interest in this Contract. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.



## **XX. MISCELLANEOUS PROVISIONS**

1. **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 provision had not been included.
2. **No Partnership of Joint Venture** - Neither the City nor the Consultant is an agent, partner or joint venturer of the other for any purpose or has the authority to bind the other.
3. **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.
4. **Entirety of Contract** -- This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.
5. **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.
6. **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.
7. **Conflict and Priority** -- This Contract shall take precedence over any attachments, exhibits or terms and conditions that may be attached to this Contract. In the event that a conflict is found between the provisions in this Contract and any attachments, the terms of the Contract shall prevail.
8. **Amendments** -- Any amendments to this Contract shall be in writing and signed by both the City and the Consultant. Amendments are limited to increases in compensation (including reimbursable expenses) not to exceed \$175,000 per the Compensation Section, increases or reductions in the Scope of Services or Work, or extensions of the duration subject to the limitation in the Effective Date and Termination Date Section of this Contract.
9. **Counterparts** -- This Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

The parties being in agreement have caused this Contract to be signed as follows:

**FOR THE CONSULTANT:**

Signature:  DocuSigned by:  
95DBA7676E2D4A8...

Title CEO

*By signing this Contract, I represent that I have the authority to enter into and bind the Consultant to this Contract.*

**FOR THE CITY:**

Signature:  DocuSigned by:  
B1E8988CDB194DA...

Title: commissioner of Health

*By signing this Contract, I represent that I have the authority to enter into and bind the City to this Contract.*

## Exhibit A

### Standard Agreement Insurance Form

The following are the insurance requirements for the Consultant and any subcontractor or sub-consultant. Without written evidence of insurance coverage from each subcontractor or sub-consultant, the Consultant will either provide insurance coverage for the subcontractor(s) or sub-consultant(s) or assume full liability for their acts and omissions. Please fill in a-e. Consultant shall **check one box under each insurance area and sign at the bottom.** Please note: **No changes or additions can be made to this form** other than indicating self-insurance status (if applicable, also attach a letter that outlines self-insurance coverage).

- a) 1. **Worker's Compensation Insurance** that meets the statutory obligations with Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.

☐ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

☐ MN Statute Chapter 176 does not apply because Consultant has no employees and will not have any during the life of the Contract.

2. **Workers Compensation Insurance for non-employees** providing services under this Contract (i.e., subcontractors). Consultants are assuming full Workers Compensation coverage for uninsured sub-contractors.

☐ Attached is certificate evidencing Workers Compensation insurance coverage in force as of the Contract start date (either umbrella coverage by Consultant or separate coverage by non-employees).

☐ Non-employees such as subcontractors will not provide any services under this Contract.

- b) **Commercial General Liability Insurance.** The policy shall be on an "occurrence" basis, shall include contractual liability coverage and provide coverage limits at least equal to \$2,000,000 per claim and \$2,000,000 aggregate. The City shall be named an "additional insured" on Consultant's policy and shall be indicated on the ACORD declaration form.

☐ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

- c) **Commercial Automobile Liability insurance** covering all owned, non-owned and hired automobiles at coverage limits at least equal to \$1,000,000 per claim and \$2,000,000 aggregate for all claims arising from the same occurrence.

☐ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

☐ Consultant's personal auto liability insurance coverage addresses the risk. Attached is a letter from insurance agent stating that personal automobile insurance policy covers business usage of all automobile(s) that will be used during the life of this Contract.

☐ Consultant will not drive any automobiles while performing services under this Contract.

- d) **Professional Liability Insurance** providing coverage for the claims that arise from the errors of Consultant or its sub-consultants, omissions of Consultant or its sub-consultants, failure to render a professional service by Consultant or its sub-consultants, or the negligent rendering of the professional service by Consultant or its sub-consultants at coverage limits at least equal to \$1,000,000 per claim and \$2,000,000 for all claims that arise during the coverage period. The insurance policy must provide the protection stated for two (2) years after completion of work.

☐ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

☐ The Consultant is not providing services under this Contract which would enable the Consultant to obtain professional liability insurance. To the extent that Consultant otherwise fails to obtain professional liability insurance, the Consultant agrees to assume full responsibility for any and all damages that occur as a result of Consultant's or its sub-consultant's negligent acts, errors or omissions.

- e) **Network Security and Privacy Liability Insurance** providing coverage for the claims that arise from the disclosure of private data and security breaches at coverage limits at least equal to \$1,000,000 per claim. The insurance policy must provide the protection stated for three (3) years after completion of work. **(Only applies if Consultant is handling, receiving or producing City data and information.)**

☐ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

☐ Consultants providing service under this Contract who do not carry computer security and privacy liability insurance agree to assume full responsibility for any and all damages that occur as a result of Consultant's negligent acts, errors or omissions.

**Exhibit B**  
**INVOICE FOR FEDERAL FUNDED SERVICES**  
**Billed to City of Minneapolis Health Department**

**Submit Invoice to:**
[submitinvoices@minneapolismn.gov](mailto:submitinvoices@minneapolismn.gov)
Or mail to:

City of Minneapolis

Accounts Payable

PO Box 211208

Eagan, MN 55121

Invoice Submission Date \_\_/\_\_/\_\_

Invoice Number: \_\_\_\_\_

Invoice Period: \_\_/\_\_/\_\_ - \_\_/\_\_/\_\_

Final Invoice? Yes ☐ No ☐**Contractor:**

The Agape Movement Co. LLC

3741 Chicago Avenue S.

Minneapolis, MN, 55407

Alfonzo Williams | 952-454-6328

[theagapemovement038@gmail.com](mailto:theagapemovement038@gmail.com)
Program: Violence Interruption – Case ManagementContract Number: COM0003334Contract Period: 01/01/2021 – 12/31/2021Coding: 00100-8600160-504009-860VIOI

PO Number: \_\_\_\_\_

Cost Categories	Contract Budget	Costs this Period	Cumulative Total
Personnel	\$20,000		
Supplies	\$5,000		
<b>TOTAL EXPENSES (NTE):</b>	<b>\$25,000</b>		

**REIMBURSEMENT REQUESTED THIS INVOICE:**

- I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected here were made in accordance with conditions of the contract.

- By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

**Consultant:** \_\_\_\_\_

Signature and Date

**Approved for Payment by MHD:** \_\_\_\_\_

Erin Sikkink, Contract Manager - Signature and Date



## City of Minneapolis

### Contract for Professional Services

(Over \$175,000)

**City Contract Number: COM0003860**

**City Department Responsible for the Contract: Multiple Departments**

This Contract is made between the City of Minneapolis, Minnesota, a home rule charter city, ("City") and AGAPE Movement Co. ("Consultant").

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

#### **I. Scope of Service**

Consultant agrees to perform the following services for the City:

The Consultant will work under the direction of the City of Minneapolis (in the area of 38<sup>th</sup> Street and Chicago Avenue during and after the expected re-opening of those streets, which is intended to enable transit service and access to residents' homes and local businesses and address the compounding impacts of the COVID-19 pandemic in this area while preserving spaces for healing and the remembrance of George Floyd. The City will assign a contract manager to coordinate the administrative and programmatic activities outlined in this agreement. The City's Enterprise operations will be managed by departments including the Minneapolis Police Department, Fire Department, Public Works, Health Department, and the City Coordinator's Office.

The Consultant will work with the City on a daily basis to monitor and address any community concerns that arise during the City's initial work to increase public access to transit and emergency medical services, homes, and businesses while also addressing the disproportionate hardships that the COVID-19 pandemic has had in this area. The Consultant will employ or contract with individuals to serve as Outreach Workers. The Consultant's scope of work and responsibilities include, at a minimum:

1. Providing community-based, on-the-ground outreach work, through strategies like awareness building, community gatherings, peace walks, and other methods;
2. Referring community members to resources as needed, including services to address the disproportionate hardships that have compounded due to COVID-19 pandemic.
3. Following any program policies and procedures as outlined by the City.
4. Providing information and resources on COVID-safe practices related to community gatherings and events;
5. Offering outreach and educational materials related to COVID as requested by community members and partners;
6. Providing access to COVID testing and vaccination resources to promote community safety and address inequity in access
7. Providing weekly coverage schedules to the City by Monday morning at 11:00 am for the following seven days;
8. Providing regular, timely payments to employees and contractors for all undisputed hours;
9. Submitting weekly progress reports to the City by Monday morning at 11:00 am for the previous seven days, detailing output measures (e.g. number of shifts/hours worked and number of personnel per shift) and narrative summary (e.g. successes and accomplishments, challenges, community feedback, etc.);
10. Allowing City staff to shadow teams as they perform their work as requested for monitoring purposes;
11. Involving City staff on a daily basis in strategic or high-level programmatic decision making;
12. Participating in planning, development, and ongoing progress meetings with the City and City-identified partners;
13. Ensuring that all of Consultant's employees and contractors will not perform any law enforcement functions or tasks, or possess, carry or use firearms or weapons of any kind while performing services pursuant to this Contract (*see* Minn. Stat. § 624.714, subd. 18 ("An employer, whether public or private, may establish policies that restrict the carry or possession of firearms by its employees while acting in the course and scope of employment."));
14. Ensuring that services align with the City's coordinated citywide approach, including:
  - a. Ensuring Outreach Workers wear mutually agreed upon outreach uniforms; and
  - b. Ensuring that all Outreach Workers are properly trained to perform services contemplated in the provider's contract with the City in a way that is consistent with the City's outreach approach, including participation in training provided by the City and its technical assistance providers; and
15. Ensuring that the Consultant maintains the necessary insurance coverage. Per standard City contracting, the City will not be responsible for insuring the Consultant's employees or contractors in any way, including but not limited to workers compensation insurance and liability insurance.

The Consultant will employ at least one Team Manager/Team Lead. The Team Manager/Team Lead should help support and ensure day-to-day operations of the team, including scheduling, compliance with documentation and reporting, compliance with safety



and programmatic expectations, and coordination of team activities. Team Managers/Team Leads may also provide outreach services themselves.

Approximately 25 to 50 team members will be available per day. There shall be at least two (2) shifts per day and should, on average, operate seven days per week for an average of ten (10) hours per day.

**Responsibilities of the City may include:**

1. Providing technical assistance to Consultant;
2. Providing data/information that may help the Consultant to make decisions about when, how, and where they choose to deploy teams;
3. Providing information on resources and services that community and businesses can access to help with the disproportionate hardships as a result of the COVID-19 pandemic.
4. Providing direction to the Consultant about documentation and reporting expectations; and
5. Reporting on program progress to elected officials.

**II. 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 the City's contract manager. Some 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. Rental costs of vehicles or other equipment are eligible costs as "program supplies" in the budget.

The City 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 contract manager. In cases of advance funds, any funds paid out to Consultant that were not used for actual, allowable costs during the project period must be returned to the City.

All expenses must be invoiced no later than December 31, 2021.

<b>Category</b>	<b>Rate</b>
Consultant personnel costs at up to \$40 per hour for five weeks	Up to \$300,000
Program Supplies	Up to \$10,000
Insurance Costs	Up to \$15,000
Administrative Costs	Up to \$34,000

<b>Total Not to Exceed</b>	<b>\$359,000</b>
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*Program Supplies:* may include things needed for Outreach Workers to perform their duties and as well as support and assistance for those served by Outreach Workers/Team Leads. Consultant will provide documentation of supply purchases upon request.

*Insurance Costs:* funds can be used to cover the cost of acquiring additional insurance coverage above and beyond existing coverage that is needed specifically for the purpose of implementing this project for the established project period. Consultant will provide documentation of additional insurance costs upon request.

*Administrative costs:* can be invoiced at a rate of 10% of actual direct costs.

**Total compensation under this Contract shall not exceed \$359,000.00.**

- 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 31 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:

No travel expenses will be reimbursed under this Contract.

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 June 1, 2021 through November 30, 2021 unless terminated earlier through the paragraph entitled Termination (in the

attached terms and conditions). The City and Consultant further agree that the City has the right to terminate this Contract at any time and for any reason, including for convenience.

#### **IV. Notices**

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

##### **CONSULTANT:**

##### **The Agape Movement Co. LLC**

Reginald Ferguson

Reginald\_Ferguson1@msn.com

##### **CITY OF MINNEAPOLIS:**

Josh Schaffer

Manager, Health Administration

505 Fourth Ave S. Room 520

Minneapolis, MN 55415

[Josh.schaffer@minneapolismn.gov](mailto:Josh.schaffer@minneapolismn.gov)

#### **V. Terms and Conditions**

This Contract is subject to and incorporates all the terms and conditions set forth in the City of Minneapolis Terms and Conditions for Professional Services Contracts Over \$175,000, attached hereto as Attachment A.

#### **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:

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.


**FOR THE CONSULTANT:**

Signature:  DocuSigned by:  
5FE0CA9D6A604ED...

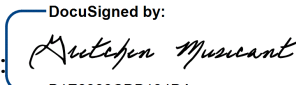
Title: ED

**FOR THE CITY:**

Approved as to Form

Signature:  DocuSigned by:  
18B29C56971E4F8...

**Assistant City Attorney**

Signature:  DocuSigned by:  
B1E8988CDB194DA...

**Department Head responsible for Administering and Monitoring this Contract**

Signature:  DocuSigned by:  
02E06E87C1584F0...

**Finance Officer  
Director, Procurement  
Assistant Director, Procurement**

## **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)” ([http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_255695.pdf](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) (<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](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**

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).

## **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.