



UNLEARNING THE CULTURE OF VIOLENCE

An innovative Minneapolis youth violence prevention initiative

2012 City of Minneapolis

Summer 612: Unlearning the Culture of Violence

Micro Grant Program

The Minneapolis Department of Health and Family Support (MDHFS) is issuing a Request for Proposals for Youth Violence Prevention summer micro grant projects. Up to \$16,000 in local public health funds will be available for micro grants not to exceed \$2,000 per project for the period of June 1, 2012 through September 30th, 2012. The purpose of the funds is to: raise awareness of the issue of the culture of violence and identify positive alternatives; engage Minneapolis youth ages of 10-17 with the opportunity to express themselves through creative and positive outlets; and, build capacity of youth to develop leadership and unique job skills while interacting with professionals in a specific industry. This work is a part of the City's larger Youth Violence Prevention Blueprint for Action.

The completed application is due Wednesday May 16th by 4:00pm.

Program Information Background

The City of Minneapolis is sponsoring a Youth Violence Prevention campaign called Summer 612: Unlearning the Culture of Violence. Youth violence is an important public health issue that is both preventable and addressable. Summer 612: Unlearning the Culture of Violence addresses the fourth goal of the City of Minneapolis' Blueprint for Action to Prevent Youth Violence initiative. In January 2008, the city partnered with a host of community partners to launch this project. The four goals of the Minneapolis' Blueprint for Action to Prevent Youth Violence are to:

1. connect a trusted adult to the life of every child in Minneapolis
2. intervene at the first sign of risk
3. restore youth from the juvenile justice system
4. unlearn the culture of violence.

The City of Minneapolis is sponsoring Summer 612, a program that promotes violence prevention among youth and provides opportunity for peaceful summer activities. The micro grant programs goals aim to:

- Raise awareness of the issue of the culture of violence and identify positive alternatives
- Provide at least 1000 Minneapolis youth between the ages of 10-17 with the opportunity to express themselves through creative and positive outlets.

- Build capacity of youth to develop leadership and unique job skills while interacting with professionals in a specific industry.

The program is geared toward Minneapolis youth, ages 10 to 17, living in eligible neighborhoods. An applicant organization must partner with youth on the application and program, and must contain a strong youth-led component. For more information about the City of Minneapolis Blueprint for Action to Prevent Youth Violence and the Summer 612: Unlearning the Culture of Violence micro grant program please visit: <http://www.minneapolismn.gov/health/yvp/WCMS1P-082650>

Application Guidelines

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1. Informational Meeting

There will be two informational meetings regarding the Summer 612 micro grant program.

- **Tuesday May 1st from 6 to 7pm, East Phillips Park**
- **Tuesday May 8th from 6 to 7pm at North Commons Park**

Attendance at the informational meeting is not mandatory, but strongly encouraged for everyone considering submitting an application as this will be the only opportunity to ask questions directly to staff. Questions and answers from both meetings will be posted at <http://www.minneapolismn.gov/health> within two days of each session. Additional questions may be submitted in writing by no later than May 9, and a final posting to the Q&A will be on the website by May 10.

Please RSVP to attend the meeting by email to: health.familysupport@minneapolismn.gov

2. Eligibility

It is mandatory for a qualified organization to partner with a group of at risk youth ages 10 to 17 on the application and designate an adult and youth leader for the project. Applicants can submit one or more applications for different projects; however, no more than one project per organization will be funded. Micro grants must be used for projects that engage participants from communities experiencing high levels of crime and a high risk for youth violence. Eligible projects must be located within **eligible neighborhoods** that have experience high levels of crime and have been determined to be most at risk for youth violence and crime.

Eligible Neighborhoods	
Jordan	McKinley
Near North	Ventura Village

Willard Hay	Webber-Camden
Hawthorne	Midtown Phillips
Folwell	Sumner-Glenwood
Phillips West	Corcoran
Powderhorn Park	Harrison
Central	Lind-Bohanon
East Phillips	Whittier
Cleveland	

Qualified organizations must be located in Minneapolis and can include non-profit organizations, neighborhood associations, faith based organizations, business associations, Public, Private and Charter schools in Minneapolis, Minneapolis located libraries, Minneapolis Park and Recreation Board, and any other organizations that serve Minneapolis residents and businesses within the eligible areas who have the capacity to adhere to the program requirements and meet City of Minneapolis contract requirements(*Attachment D*).

City contracting requirements include the provision of appropriate insurance documentation. In addition if awarded a grant, you may be asked to submit the following administrative documents as part of the contract: most recent audit and management letter or financial statements; and, IRS determination letter. Additional administrative documents may be required.

3. Funding and Appropriate Expenses

A total of \$16,000 in state Local Public Health funding is available. Requests for funding cannot exceed \$2,000 per project. All grant funds must be matched with 1:1 in-kind donations or cash funds. Funds may be used for materials, supplies, printing, education dissemination, salaries, outreach expenses and other items as agreed to and outlined in the grant application and award document. Ineligible costs include: purchase of some equipment such as computers, monitors, printers, fax machines, telephones, or similar equipment; activities that occur before the execution or after the expiration of the program; or, any activity that does not serve to further the goal of Summer 612: Unlearning the Culture of Violence while positively engaging at-risk youth. Funding, supplies, or resources from the City of Minneapolis may not be used as an in-kind donation, cash fund, or as a grant expense. Such funding may include but is not limited to Great Streets Grants, NRP, CPED, other Summer 612 funding, Solid Waste and Recycling Clean City Programs, and/or the Minneapolis Police Department. Applicants can submit one or more applications for different projects, however, no more than one project per organization will be funded.

4. Payment

Funds for each project will be dispersed in two payments. The first payment of 50% of the grant amount will be made upon submission of draft presentation due by August 15, and the second payment of 50% of the grant amount will be released after the final evaluation report is received and approved by Minneapolis Department of Health and Family Support in October.

5. Timeline for Micro Grant Application and Program

Activities	Date
RFP Released	4/26/12
Informational Meeting	5/1/12, 6-7pm East Phillips Park 5/8/12, 6-7pm- North Commons Park
Grant Proposals Due:	5/16/12
Grant Recipients Announced	5/21/11
Start of Project Activities	6/1/12
Kick-Off Meeting	6/11/12
Mid-Point Check in Meeting	8/2/12
Drafts of Presentations/Projects Due	8/15/12
End of Project Activities	8/31/12
Final Presentations/Projects Due	9/5/12
Performance Team Rehearsal	9/6/12
All Grantee Dress Rehearsal	9/13/12
End-of-Summer Event	9/22/12
Final Evaluation Report	10/12/12

6. Description of Micro Grant Projects and Objectives

Projects should promote violence prevention among youth and provide an opportunity for peaceful summer activities. Micro grant projects should aim to:

- Raise awareness of the issue of the culture of violence and identify positive alternatives
- Engage a large number of youth between ages of 10-17 in eligible neighborhoods with the opportunity to express themselves through creative and positive outlets
- Build capacity of youth to develop leadership and job skills while interacting with adult leaders and professionals in the community

Additionally all projects must comply with the above listed timeline of program. As part of the grant requirements projects will be expected to:

- Participate in and submit a final presentation about their project for showcase at the end of summer event (9/22/12)
- Submit a minimum of 5 photos from their project that will be used in the final event
- Submit a final project evaluation

Projects must be submitted in one of the following four categories:

Documentary Projects

- This grant will fund the production of a (2) 5-10 minute video shorts that depict positive things going on with youth to promote peace and unlearn the culture of violence in each production team’s community

- Videos must be completed by September 5.
- Two grants available at \$2000 each

Visual Arts Projects

- This grant will fund (2) projects to create visual expressions of how they feel about violence in their communities and what they do to increase peace. Each artist can work in whatever medium they wish, as long as the final piece can be displayed as art and reproduced as a t-shirt or poster design. Examples include photography, computer-aided design, airbrush/spray paints, oil paints, etc.
- The submissions will be unveiled at the End-of-Summer Event on 9/22/12 and will “live on” as a traveling exhibit throughout the school year. The pieces can be used at the discretion of the City as part of the Blueprint for Action program, and will be returned to the artist on or before July 1, 2013.
- Two grants available at \$2000 each.

Performance Projects

- This grant will fund the production of two 10 to 15-minute youth performance that incorporates a variety of expression – dance, spoken word/rap, vocal performance, etc., on how youth can promote peace and unlearn the culture of violence .
- The performance team should be ready to perform a run-through for review by the Summer 612 staff on September 6.
- Two grants available at \$2000 each.

Sports Projects

- This grant will fund the organization and execution of a summer sports project (e.g. basketball, baseball, soccer league, etc.). The chosen grant recipient team will be responsible for organizing the sports project and promoting it as a peaceful alternative to violence within their community.
- The league must incorporate opportunities for various youth services organizations to have a presence. Ideas include having one organization per event set up a booth and distribute information, or for organizations to be able to hang banners at events. Please include your ideas for accomplishing this objective within your application.
- Participants will present their project at the End-of-Summer Event on 9/22/12.
- Two grants available at \$2000 each

7. Application Evaluation

Applications will be evaluated on several criteria including applicant eligibility and focus on target area and population, clarity of project description and relevance to program goals, creativity, matching grant and use of funds, youth leadership, and feasibility of carryout project over grant period. Applications will be reviewed by City staff and representatives from the Minneapolis Youth Congress.

8. Application Instructions

Complete the one (1) page application cover sheet (Attachment A), a maximum of three (3) page project narrative detailing applicant's proposed plan using the suggested format in Attachment B, plus one (1) page for budget worksheet (Attachment C). Maximum size for the application is five (5) pages.

Completed applications are due no later than **Wednesday May 16th at 4:00pm**. Paper and mailed applications will not be accepted. Please fill out the application and email it to:

health.familysupport@minneapolismn.gov

Please request confirmation of receipt of your application.

Attachment A

2012 Summer 612: Unlearning the Culture of Violence Micro Grant Application Cover Sheet

Applicant Organization: _____

Agency Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Website: _____

Organization/Adult Contact Person: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

Attachment B

2012 Summer 612: Unlearning the Culture of Violence Micro Grant Application

Please provide the following information for consideration.

Section 1: Team Outline

- Organization: Provide a short description of your organization. Include relevant activities and connections with youth in Minneapolis.
- Adult Leadership: Include a brief outline of key project staff who would be overseeing this project and what their roles will be.
- Youth: Include a brief outline with information on the youth leadership (ages, locations, connection with organization, why they would make a good fit). How will you engage at risk youth in the project?

Section II: Grant Program

- Identify what micro grant you would like to apply for and why.
- Provide a brief narrative describing what your project would entail and what goals you hope to achieve with the project.

Section III: Program Outcomes

- Describe what you think your team will be able to accomplish as a result of this grant. Who do you think you will be able to reach?
- How will you emphasize the message of unlearning the culture of violence as part of the project? How will you share the project with the community? What will success look like?
- Outline what job skills your team will be able to share with the youth leaders involved. How will this experience help them prepare for future opportunities?
- What will be the key benefits/learnings for your youth team leaders?
- How will you measure the success of this program?

Section IV: Budget

- Include a brief narrative describing how the budget (included as a separate page) will be utilized and what matching in-kind donations or contributions will be used for the project and the source of the matching funds.

Attachment C

BUDGET, MAXIMUM \$2,000 TOTAL PROJECT COSTS

PERSONNEL	Role on project	Base salary or annual wage	% time on project*	Salary/wages charged to project	Other funding source or in-kind*
Name 1 (or "To be named")	Project Director	\$0		\$0	\$0
Name 2		\$0		\$0	\$0
Name 3		\$0		\$0	\$0
TOTAL SALARY/WAGES				\$0	\$0
FRINGE BENEFITS				\$0	\$0
<u>TOTAL PERSONNEL COSTS</u>				<u>\$0</u>	<u>\$0</u>
OTHER EXPENSES <i>[categories below may be modified as needed]</i>					
Supplies				\$0	\$0
Printing				\$0	\$0
Other (specify)				\$0	\$0
Other (specify)				\$0	\$0
<u>TOTAL OTHER EXPENSES</u>				<u>\$0</u>	<u>\$0</u>
<u>TOTAL DIRECT COSTS</u>		(sum of Total Personnel, Total Other Expenses, and Total Contractual)		<u>\$0</u>	<u>\$0</u>
<u>ADMINISTRATIVE COSTS</u> _____ (not to exceed 10% of Total Direct Costs)				<u>\$0</u>	<u>\$0</u>
<u>TOTAL PROJECT COSTS</u> _____ (sum of Total Direct Costs and Administrative Costs)				<u>\$0</u>	<u>\$0</u>

Note: Add or delete lines as needed.

***Identify the source of the funding and the specific lines items for which it will be used. Match must equal 100% of the requested micro grant funding.**

Attachment D

General Conditions for Request For Proposals (RFP)

(Revised - 03/2012)

The General Conditions are terms and conditions that the City expects all of its Contractors to meet. By proposing, the proposer agrees to be bound by these requirements unless otherwise noted in the Proposal. The proposer may suggest alternative language to any section. Some negotiation is possible to accommodate the proposer's suggestions.

1. City's Rights

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

2. Interest of Members of City

The Contractor agrees that it has complied with Minnesota Statutes, Section 471.87 and Chapter 3, Section 22 of the City Charter. Therefore unless authorized in Chapter 15 of the City's Code of Ordinances, no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3. Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

4. Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

If required by the City, the Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

5. Disability Compliance Requirements

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Contractors associated with the City to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended, in whole or part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in City Contracts in addition to other remedies as provided by law.

6. Insurance

Insurance secured by the Contractor 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. The Contractor and its sub-contractors 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, \$100,000 each occurrence fire damage and \$10,000 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. 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 Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$2,000,000 each occurrence and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) **Computer 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 Contractor, 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

remain in continuous effect for at least 3 years after the service is provided or include a 3 year extended reporting period.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Contractor will assume full liability of the subcontractors.

7. Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statutes, section 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes, Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

8. Subcontracting

The Contractor 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 Agreement. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

9. Assignment or Transfer of Interest

The Contractor 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, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

10. General Compliance

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

11. Performance Monitoring

The City will monitor the performance of the Contractor 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 Contractor within a reasonable period of time after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor 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 Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

12. Prior Uncured Defaults

Pursuant to Chapter 8, Section 24 of the City's Charter, 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.

13. Independent Contractor

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 Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor 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 Contractor.

14. Accounting Standards

The Contractor 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.

15. Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

16. Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor 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 Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Contractor. At that time, the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

17. Inspection of Records

All Contractor records with respect to any matters covered by this Contract shall be made available to the City or its designees 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.

18. Living Wage Ordinance

The Contractor may be required to comply with the “Minneapolis Living Wage and Responsible Public Spending Ordinance” Chapter 38 of the City’s Code of Ordinances (the “Ordinance”) (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf). 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 Contractor and its sub-contractors pay their employees a “living wage” as defined and provided for in the Ordinance.

19. 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 Contractor.

20. Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Contractor'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 (only for Contracts awarded using RFP).

21. Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses must be reimbursed in accordance with the *Contractor Travel Reimbursement Conditions*, which can be found at:

http://www.minneapolismn.gov/www/groups/public/@clerk/documents/webcontent/convert_282125.pdf

22. 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.

23. Conflict of Interest/Code of Ethics

By signing this Contract, the Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the City. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the City representative identified as the Contract manager in this contract and ask for an interpretation.

In so far as it relates to its relationship with the City created by this Contract, the Contractor agrees to comply with the City's Code of Ethics, as codified at Minneapolis City Code of Ordinances, Title 2, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with Title 2, Chapter 15 of that Ordinance as it

related to their relationships between the City and the Contractor created by this Contract. Compliance with the Code of Ethics by the Contractor will be in its potential role as an “interested person”, “lobbyist” or “lobbyist principal” and not as a “local official” or “local employee” (except to the extent that a Contractor representative or member of its board of directors is already a City official or employee). It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Contract. All questions relative to this section shall be referred to the City and shall be promptly answered.

24. Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract 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 has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor 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 Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor 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 Contractor 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 Contractor. The City may, in such event, withhold payments due to the Contractor 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 Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

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

26. Intellectual Property

Unless the Contractor is subject to one or more of the intellectual property provisions in the paragraphs below, the City own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any “Work” created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work produced by the Contractor under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Contractor 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.

27. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor 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 Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

28. Cardholder Data and Security Standards

Should the Contractor collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Contractor represents and acknowledges that the Contractor will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Contractor represents that it will protect cardholder data. Contractor will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Contractor agrees at reasonable times to provide to the City or to its assigns, the audit rights contained herein for all physical locations, systems or networks that process credit cards on behalf of the City. Contractor also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Contractor that contains cardholder data or information.

29. Small & Underutilized Business Program (SUBP) Requirements

The selected proposer must comply with the Small & Underutilized Business Enterprise Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any construction/development project, in excess of one hundred thousand dollars (\$100,000), and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). Should the respondent find an opportunity to contract or partner with other business concerns to complete portions of the task solicited, we ask that they would entertain contracts with businesses owned by women or minority persons. Such business arrangements and dollar amounts should be identified in the proposal. Documented efforts and results will be considered favorably during the review and selection process. For more information on locating certified businesses you may contact the CERT web site at www.govcontracts.org or by calling 612 673-2112.