



## City of Minneapolis

### Standard Agreement Form

(For **Grant Funded** Professional Services Contracts up to \$50,000)

**City Contract Number** (Assigned by the City Contract Management Office): \_\_\_\_\_

**City Department responsible for the Contract:**  
**Agency Providing Grant Funding:**

#### I. OPENING PARAGRAPH

THIS CONTRACT is made between the City of Minneapolis, Minnesota, a home rule charter city, referred to as the City and \_\_\_\_\_, referred to as the Consultant, for services to be provided under the terms of this agreement (the "Contract").

#### II. SCOPE OF AGREEMENT

Consultant agrees to perform the following services for the City:

#### III. COMPENSATION

Consultant shall be compensated as follows:

**\$0.00 per hour or per task/phase as applicable**

The total compensation under this Contract for services (including reimbursable expenses) shall not exceed \$ \_\_\_\_\_. Consultant shall submit itemized invoices for services rendered.

#### EXPENSE REIMBURSEMENT

"Eligible reimbursable expenses" shall be paid upon submission of itemized invoice to the person signing 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](#).

**Note: The sum total for Compensation and eligible reimbursable expenses under this *Standard Agreement form* shall not exceed Fifty thousand (\$50,000) dollars.**

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

This Contract shall be in full force and effect from \_\_\_\_\_ through \_\_\_\_\_ unless otherwise extended by the City or terminated earlier under Paragraph XV, Cancellation, Default and Remedies.

#### **V. SUBSTITUTIONS AND ASSIGNMENTS**

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

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 furnish information to the person signing this Contract 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. CONTRACT ADMINISTRATION**

All provisions of this Contract shall be coordinated and administered by the person identified in Paragraph XVI.

#### **VII. AMENDMENTS**

No amendments may be made to this Contract after signing by the parties, except for extensions of time, increases in compensation or increases or reduction of the services to be performed so long as the limit of \$50,000 is not exceeded. All amendments shall be in writing, signed by the City and the Consultant. If the amendment or a subsequent contract causes the compensation to exceed \$50,000, the amendment must be approved by the Mayor and City Council.

#### **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**

If any insurance is required under this Contract, the Consultant shall maintain that insurance identified in Exhibit A which is attached and made part of this Contract. Any entity that fails to indemnify and hold the City harmless pursuant to Section X and Section XIV, shall provide insurance coverage regardless as to whether or not the entity is self-insured.

## **X. DATA PRACTICES**

The Consultant 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 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.

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

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, the City agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of this Contract.

## **XII. AUDITS**

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. APPLICABLE LAW**

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

### **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 and any subcontractors.

### **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, the City has the right to terminate this Contract, if the Consultant has not cured the default after receiving seven (7) days written notice of the default.

Notwithstanding section XIV or this section XV, 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 in writing and shall be sent by certified mail to the other party as follows:

To the Consultant (*include complete mailing address here*):

To the City (*include complete mailing address here*):

, Department Head

, Contract Manager

## **XVII. INTELLECTUAL PROPERTY**

The City owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any scope of services requested by the City and created, in progress, produced or completed and paid by this Contract referred to herein as "Work". Work covered includes analyses, evaluations, inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work 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 Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities. The Consultant may retain a copy of any "Work" it produces for the City for professional reference and subsequent consultation with or provision of similar professional services to the City.

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 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.

**XX.** The parties being in Agreement, have caused this Contract to be signed as follows:

**FOR THE CONSULTANT:**

By \_\_\_\_\_

Its

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

**FOR THE CITY:**

By \_\_\_\_\_

Department Head responsible for Administering and Monitoring this contract

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

# **Special Conditions for Federal and State Grant Funded Contracts**

(Revised: 9/2013)

## **I. General Compliance:**

The Contractor agrees to comply with the requirements of all applicable Federal and State laws, regulations and policies issued pursuant to grant funds in this contract. The Contractor further agrees to use funds available under this contract to supplement rather than supplant funds otherwise available.

### **A. Conduct:**

**Prohibited Activity** - The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program or project for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities, or maintenance of effort. Program or project participants may not be placed into or remain working in any position that is affected by a labor dispute.

**Religious Organization** - The Contractor agrees that funds provided under this contract will not be utilized for religious activities or to promote religious interests.

### **B. Materials Produced by Contractor:**

**Grantor Recognition** - The Contractor shall ensure recognition of the role of the Grantor Agency identified by the City in providing the scope of work or services through this contract. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

**Progress** - The Contractor shall submit reports to the City in the form, containing the content, and with the frequency required by the City.

### **C. Employment Restrictions:**

**Notifications** - The Contractor's executive management will ensure that a notice of its affirmative commitments in regards to Minnesota's Occupational Safety and Health Act of 1973 and Minnesota's Employee Right to Know Act of 1983 (MINNESOTA STATUTES, SECTIONS 182.65-.676) and all regulations promulgated thereunder, as now or hereafter amended, is made available to Contractor's employees and any applicable labor unions or worker's representatives.

**Infringement** - Contractors may not impair existing contracts for services or collective bargaining agreements nor displace currently employed workers, including no reduction in non-overtime, wages or benefits. Participants will not replace laid off employees nor infringe on other employees' promotional opportunities.

## **II. Administrative Restrictions**

- A. Fees.** The Contractor is prohibited from charging an enrolled individual a fee for referral or program services.
- B. Voter Registration.** If required by the City Contract Manager, the Contractor shall provide voter registration services for employees and program participants encountered in the performance of this contract. Non-partisan assistance shall be provided, including routinely asking employees and members of the public served if they would like to register to vote, providing them with a registration form, and assisting them in completing the form.

## **III. General Federal and State Requirements**

- A. Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. Section 794 et seq.) as now or hereafter amended, which prohibits discrimination against individuals with disabilities in any federally assisted program or activity.
- B. Hatch Act** (5 U.S.C Section 1501-1508, 7321-7326) (*See also* 18 U.S.C. Sections 210-211, 594 et seq.) as now or hereafter amended, which prohibits the use of funds provided or personnel employed under this contract from being used to conduct or engaging in certain political activities.
- C. Endangered Species Act of 1973** (7 U.S.C. Section 136, 16 U.S.C. Section 1531 et seq.) as now or hereafter amended, which prohibits harm against plants, animals or habitats protected under the Act.
- D. Fair Labor Standards Act of 1938** (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract.
- E. The Age Discrimination Act of 1975** (42 U.S.C. Section 6101 et seq.), as now or hereafter amended, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- F. The Americans with Disabilities Act of 1990** (42 U.S.C. Section 12101 et seq.), as now or hereafter amended, which prohibits discrimination against qualified individuals on the basis of disability.

- G. Title IX of the Education Amendments of 1972** (20 U.S.C. Sections 1681-1688), as now or hereafter amended, which prohibits discrimination on the basis of sex in educational programs and in any activities receiving federal financial assistance.
- H. Title VI The Civil Rights Act of 1964** (42 U.S.C. Section 2000d et seq.), as now or hereafter amended, which prohibits discrimination against an individual on the basis of race, color or national origin in any program or activity receiving federal financial assistance. These regulations apply to all employers, including State and Local governments, public and private employment agencies, and labor organizations.
- I. Drug Free Workplace Act of 1988** (41 U.S.C. Sections 8102 et seq.) as now or hereafter amended, and all regulations promulgated thereunder, including 2 C.F.R. Part 182 (as adopted by HUD at 2 C.F.R. Part 2429.10 et seq.), which require each grantee or sub-grantee (an “employer”) to make a continuing good faith effort to maintain a drug free workplace, and mandate certain actions the “employer” must take to achieve this requirement.
- J. Regulations** – The Contractor agrees to comply with the requirements, as applicable, of:
- Executive Order 12291: “Federal Regulations” (46 Fed. Reg. 13193 (Feb. 17, 1981)).
  - Executive Order 12259: “Leadership and Coordination of Fair Housing in Federal Housing Programs” (46 Fed. Reg. 1253 (Dec. 31, 1981)).
  - Executive Order 12549: “Debarment and Suspension” (51 Fed. Reg. 6370 (Feb. 18, 1986)).
  - Executive Order 13132: “Federalism” (64 Fed. Reg. 43255 (Aug. 4, 1999)).
  - O.M.B. Circular A-21: “Cost Principles for Educational Institutions” (*See* 2 C.F.R. Part 220).
  - O.M.B. Circular A-87: “Cost Principles for State, Local and Indian Tribal Governments” (2 C.F.R. Part 225).
  - O.M.B. Circular A-102 Revised: “Grants and Cooperative Agreements with State and Local Governments” .
  - O.M.B. Circular A-110: “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” (2 C.F.R. Part 215).
  - O.M.B. Circular A-122: “Cost Principles for Nonprofit Organizations” (2 C.F.R. Part 230).
  - O.M.B. Circular A-133 Revised: “Audits of States, Local Governments and Non-Profit Organizations” (for HUD-funded contracts, see 24 C.F.R. Parts 84-85).
  - Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.). (Also known as the Fair Housing Act).
  - 42 C.F.R. Chapter I, Subchapter D-“Grants.” (Department of Health & Human Services)
  - 31 C.F.R. Part 205: “Rules and Procedures for Efficient Federal-State Funds Transfers”.
  - 37 C.F.R. Part 401: “Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements”.
  - 49 C.F.R. Part 24: “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs”.

- 29 C.F.R. Part 37: “Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA)”.

**K. Certification Regarding Lobbying.** Before the City releases any of the funds covered by this Contract, the Contractor shall sign the following certification statement:

**The undersigned hereby certifies, to the best of his or her knowledge and belief, that:**

- 1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID, OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.
- 2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.
- 3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FOR: \_\_\_\_\_

**(Organization)**

**L. Non-procurement Debarment and Suspension.** The Contractor agrees to comply with 2 C.F.R. Part 180, Subpart C and to require each subcontractor, supplier or other party with whom the Contractor contracts regarding the funding received pursuant to “covered transactions” as defined in 2 C.F.R. Part 180, Subpart B.

If the funding agency is the U.S. Department of Housing and Urban Development, Contractor shall also comply with 2 C.F.R. Part 2424 and 2 C.F.R. Part 180, Subpart C.

If the funding agency is the U.S. Department of Health and Human Services, Contractor shall also comply with 2 C.F.R. Part 376, Subpart C.

**M. Equal Employment Opportunity.** The Contractor agrees to comply with Executive Order 11246, “Equal Employment Opportunity,” (30 Fed. Reg. 12319 (Sept. 24 1969)) as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” (32 Fed. Reg. 14303 (Oct. 13, 1967) as amended or supplemented) and as supplemented by regulations at 41 C.F.R. Chapter 60: “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

#### **IV. Additional Conditions for Projects Involving Construction**

##### **A. Labor Standards**

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) as amended, (further regulations and requirements are found at [http://www.hudclips.org/sub\\_nonhud/html/pdfforms/4010.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/4010.pdf) is attached) the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.), the Copeland “Anti-Kickback” Act (18 U.S.C. Section 875), and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part and shall make such documentation available to the City for review upon request.

## **B. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and 24 C.F.R. Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United State are beneficiaries of and entitled to enforce such covenants. The Contractor, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

## **C. Environmental Conditions**

1) **Air and Water:** The Contractor agrees to comply with the following regulations insofar as they apply to the performance of this contract: 1) Clean Air Act (42 U.S.C. Section 7401 et seq.) as amended; 2) Federal Water Pollution Control Act (the Clean Water Act) (33 U.S.C. Sections 1251-1387), as amended, including regulations relating to inspection, monitoring, entry, and reports pursuant to 33 U.S.C. Section 1318, information and other requirements specified in the regulations and guidelines issued thereunder; 3) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 745, as amended; 4) National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) as amended; and 5) HUD Environmental Review Procedures (24 C.F.R. Part 58) as amended.

### **2) Lead-Based Paint:**

- (a) **Residential Structures** - The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this contract may be subject to HUD Lead-Based Paint Regulations (*see* 24 C.F.R. Part 35). Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning. The Contractor shall also comply with the regulations contained in 40 C.F.R. Part 745, Subpart E for any renovation, repair and paint (RRP) work that occurs at any residential property constructed prior to 1978.
- (b) **Commercial and Public Structures** – The Contractor shall comply with the regulations contained in 40 C.F.R. Part 745, Subpart L, including the licensing and work practices standards for public and commercial buildings, bridges and super structures.

#### **D. Historic Preservation**

The Contractor agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966 (16 U.S.C. § 470 et seq.) as amended, the Archeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469-469c-1) as amended, Executive Order No. 11593, and the procedures set forth in 36 C.F.R. Part 800, insofar as they apply to the performance of this contract.

#### **E. Progress Payments and Retainage**

Unless otherwise prohibited by conditions for payment and receipt of the federal grant by the City, this contract shall be subject to the provisions for security for completion of performance provided in Minnesota Statutes, Sections 15.71 through 15.74.

#### **V. Federal Funding Accountability and Transparency Act of 2006 (FFATA) (31 U.S.C. Section 6101 et seq.)**

The FFATA applies to direct federal grants received by the City, which are provided as a sub award (sub grant, sub contract or sub recipient) to a first tier contractor or vendor. The City is obligated to report to a website maintained by the US Office of Management and Budget (OMB) certain information about entities that receive a sub award of federal funds in an amount of \$25,000 or more. As a sub awardee, sub recipient or contractor being paid in whole or in part by the City with federal grant proceeds, your organization is required to register with the Central Contractor Registry (CCR) and comply with the requirements of the Federal Subaward Reporting System (FSRS). As a sub awardee of federal funds, the company/entity is required to obtain a unique, federal identification number (DUNS) and report total compensation of certain executive level members of the company/entity (see [www.fsrs.gov](http://www.fsrs.gov) for details).

## **Exhibit A- Standard Agreement Insurance Form (Grant funded and Non-Grant funded)**

The following are the insurance requirements for the Consultant. 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.  
 **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 the City shall be named an "additional insured".  
 **Attached is certificate evidencing above insurance coverage in force as of the Contract start date.**  
 **Consultant assumes full responsibility for any and all damages that occur as a result of this Contract.**
- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles.  
 **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 consultants, omissions of Consultant or its consultants, failure to render a professional service by Consultant or its consultants, or the negligent rendering of the professional service by Consultant or its consultants. The insurance policy must provide the protection stated for Two years after completion of work.  
 **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 professional liability insurance agree to assume full responsibility for any and all damages that occur as a result of Consultant's 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. The insurance policy must provide the protection stated for Three (3) years after completion of work.  
 **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 acts, errors or omissions.**

Consultant Name (printed) \_\_\_\_\_

Consultant Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**Use this space for any attachments to the contract. If not needed, please delete this text/page.**