

Request for Applications



**City of Minneapolis
City Coordinator's Office - Sustainability**

**Request for Applications:
Community Engagement for Energy Efficiency
Pilot Project**

RFA 2016-124 Issue Date: September 6, 2016

Applications Due by 4:00 p.m.; Wednesday, October 12, 2016

This project is supported by funds from the City of Minneapolis, Xcel Energy and CenterPoint Energy.

September 6, 2016

To whom it may concern:

Attached is a Request for Applications (RFA) for community engagement services focused on energy efficiency programs in underserved Minneapolis residential building stock as envisioned by the Minneapolis Clean Energy Partnership (Partnership). This RFA seeks to contract with community-based organizations that have deep, established relationships with residents and/or multifamily building owners in the area, and are already engaged with residents on related topics of livability. We are interested in working with them if they have the capacity to add energy savings, related financial savings and improved comfort of energy efficiency to their current activities.

The Partnership seeks to:

1. Better understand how to engage underrepresented communities in Minneapolis in energy efficiency programs, including what motivates them to take action.
2. Increase equitable up take of energy saving opportunities offered by Xcel Energy and CenterPoint Energy, and
3. Assist in achieving engagement targets and greenhouse gas emission reductions as outlined in the Minneapolis Climate Action Plan.

Please consider submitting an application for providing these services if your firm meets the qualifications and is available. Review the RFA for details with a particular focus on "Scope of Services" for more detailed information.

Completed applications are due by 4:00 p.m. on Wednesday, October 12, 2016 to sustainability@minneapolismn.gov with subject line "Community Engagement for Energy Efficiency." A pre-application conference will be held on Wednesday, September 21 from 3:30-4:30 at the Hennepin County North Regional Library's North Regional Meeting Room - South Half (1315 Lowry Avenue North, Minneapolis).

Thank you for your consideration.

Sincerely,

Gayle Prest
City Coordinator's Office – Sustainability

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REQUEST FOR APPLICATIONS

Community Engagement for Energy Efficiency - Pilot Project

- I. INVITATION:** The Minneapolis City Coordinator’s Office is requesting applications for engaging underserved residential communities related to energy efficiency programs. This is part of the current work plan of the Clean Energy Partnership (Partnership) - a first-in-the-nation agreement between the City of Minneapolis, Xcel Energy and CenterPoint Energy in support of the City’s Climate Action Plan and 2040 Energy Vision.

The City of Minneapolis (City) releases this RFA seeking a qualified community based organization (Organization) to provide community engagement services (Project). The Project is described in the “Scope of Services” (Section IV, below), including descriptions of roles, responsibilities and relationship of the Organization, City, and other parties involved in the Project. The Organization will work in collaboration with Partnership Planning Team staff and receive educational and technical assistance on energy efficiency programs from the utilities on the programs they offer.

The Project includes three phases:

1. Assess targeted community’s current knowledge, interest and barriers to participating in current energy efficiency programs.
2. Develop an action plan for engaging that community to participate in current energy efficiency programs – including identifying performance measures.
3. Implement the action plan, track progress and produce a final report.

The total funding is \$30,000 and we anticipate funding one to three projects for approximately one year.

- II. PRE-APPLICATION CONFERENCE:** A pre-application conference will be held on Wednesday, **September 21 from 3:30-4:30 at the Hennepin County North Regional Library’s** North Regional Meeting Room - South Half (1315 Lowry Avenue North, Minneapolis). All potential Organizations are encouraged to attend this conference.
- III. APPLICATION DUE DATE and LOCATION:** Applications for this RFA must be submitted electronically to sustainability@minneapolis.gov with the subject line “Community Engagement for Energy Efficiency” and are **due at or before 4:00 P.M. (Minneapolis Time), Wednesday October 12, 2016**. NOTE: Late Applications may not be accepted.
- IV. SCOPE OF SERVICES:** The City is seeking applications from community groups and agencies to more deeply engage underrepresented community members to participate in Xcel Energy’s and CenterPoint Energy’s energy efficiency programs.

SUMMARY AND BACKGROUND: The Minneapolis Climate Action Plan set out a path for achieving climate goals by 2025. The “Buildings and Energy” subsection listed goals which are central to this project:

- Achieve 15 percent energy efficiency in residential buildings from the growth baseline by 2025.
- Help 75 percent of Minneapolis homeowners participate in whole-house efficiency retrofit programs by 2025, ensuring the distribution reflects the current percentage of low and moderate income home ownership in the city.
- Help 75 percent of Minneapolis renters and rental property owners participate in efficiency retrofit programs by 2025, with a distribution that reflects the current percentage of low and moderate income rental housing in the city.

The ambitious nature of these goals necessitates new and innovative approaches to engaging with residents and rental/multifamily property owners. To that end, the Partnership - guided by its stakeholder-led Energy Vision Advisory Committee, set out to develop a process aimed at engaging underrepresented communities in Minneapolis. In order to achieve the goals set out in the Minneapolis Climate Action Plan, the Partnership recognizes it cannot take a “one-size-fits-all” marketing approach, whereby every Minneapolis resident receives energy messages in the same manner. Rather, this Project is intended to create community-specific engagement plans that are specific to the audience’s interests/ needs and involves direct contact with people.

The Partnership completed its first annual report in the summer of 2016 that maps out participation by census tract in Xcel Energy’s and CenterPoint Energy’s energy efficiency programs. It is strongly encouraged that Organizations read the report prior to submitting an application:

https://cleanenergypartnership.files.wordpress.com/2016/05/ceannualreport2016_full_2016_0525_finalsecure.pdf

FUNDING: Total funding is \$30,000 and we anticipate funding one to three projects for approximately one year.

Funding can be used for project related activities including:

- Cost of staff and staff related expenses
- Stipends or subcontracts to other organizations and individuals for a service
- Promotional activities and materials such as community engagement events, signage, and posters, food/child care for events
- Office supplies, printing and postage
- Translation services
- Evaluation activities
- Administrative overhead costs not to exceed 10 % of direct costs

Funding cannot be used for:

- Buy down of utility programs

- Buy down of financing
- Capital improvements or construction projects
- Lobbying or advocacy activities related to partners in the Partnership

ROLES AND RESPONSIBILITIES: Partnership staff will be actively engaged in the pilot project and will provide unique resources to the selected Organization. Xcel Energy and CenterPoint Energy (the utilities) will provide educational training and existing materials related to the energy efficiency programs at the center of the Project. The City of Minneapolis will act as the contract administrator and also offer guidance on city resources related to engagement activities. Partnership staff is committed to attending meetings and other functions throughout the project as agreed upon in advance.

ELIGIBILITY: Eligible applicants include non-profit and for-profit neighborhood- or community-based organizations and/or agencies that serve and have strong connections to the targeted communities as defined below. Applicants must be able to adhere to the City’s Standard Agreement Form (Attachment A).

TARGETED COMMUNITIES: The Clean Energy Partnership has identified a set of communities that it has prioritized for community engagement pilot projects. Applicants may submit an application for an engagement pilot project in any Minneapolis community, but applications that focus on communities within the outlined focus areas described below will be prioritized.

The geographies are based on high densities of the following characteristics: people of color, populations with limited English proficiency, lower and moderate incomes, and rental housing. The four characteristics are described in more detail below.

Geography

Applications should have a geographic focus on one or more neighborhoods in the northside or southside communities of Minneapolis.

North Minneapolis

- Highest Priority: Jordan, Hawthorne, Willard-Hay, Near-North, Harrison, Sumner-Glenwood
- Moderate-High Priority: Victory, Webber-Camden, Folwell, McKinley, Bottineau, Holland, Sheridan, Northeast Park, St. Anthony West, Mid-City Industrial, Beltrami

South Minneapolis

- High Priority: Loring Park, Stevens Square-Loring Heights, Ventura Village, Elliot Park, Cedar Riverside, Seward, Whitter, Phillips West, Midtown Phillips, Lyndale
- Moderate-High Priority: East Phillips, Como, Marcy Holmes, University of Minnesota, Prospect Park, Central, Bryant, Powderhorn

Race, ethnicity, and language

Priority will be given to applications that have a clear focus on communities of color and/or

immigrant communities, including African, African-American, Asian, Latino, or Native communities. Applications should clearly state what cultural resources and language abilities and previous experience they have in engaging their targeted community in an effective and culturally-relevant manner.

Income

Priority will be given to applications that focus on engaging low-to-moderate income households that are below 80% of the Area Median Income.

Housing type

Priority will be given to applications that are clear about reaching communities with specific housing types. Clean energy programs available in Minnesota vary greatly depending on housing type.

Applications that engage one of the following housing types will be prioritized:

- Renters in 1-4 unit buildings and/or
- Renters in multifamily (5+ unit) buildings and/or
- Homeowners in 1-4 unit owner-occupied buildings

An application may choose to engage another housing type (such as condominiums or cooperative housing) if they can make a clear case for how that housing type is underrepresented in utility funded energy efficiency programs. Applications that seek to engage renters will be given priority if they demonstrate a capacity and willingness to additionally engage property owners of buildings occupied by targeted renters if that is determined to be a necessary tactic to pursue in the implementation of the Project.

A review of the Partnership's [first annual report](https://cleanenergypartnership.files.wordpress.com/2014/12/cepannualreport2016_20160705_final.pdf) (https://cleanenergypartnership.files.wordpress.com/2014/12/cepannualreport2016_20160705_final.pdf) may provide applicants additional details and resources in determining specific target areas and baseline information.

APPLICATION CRITERIA: A strong application will have the following elements:

- It will focus on a particular, explicitly-identified community. Applications will only be selected if it is clear which specific community and sub-communities will be engaged in each of the categories listed in the above section.
- It will be limited enough in scope to be achieved with the funding requested and in the timeline laid out in this application.
- It will be expansive enough in scope to have meaningful results. An application should target communities where a large enough concentration of that community exists to be successfully engaged. Similarly, even if the proposed project only engages part of a community, the application should make it clear how the results would have significance for the Clean Energy Partnership beyond the scope of the pilot.
- It will demonstrate that the experience, expertise, and existing relationships held by the organization are well-suited for engaging the targeted community.
- It will clearly state which additional programs, agencies, and resources will be leveraged

- or recruited to accomplish the work plan, as well as how partnerships will be managed.
- It will show that the organization is experienced in successfully completing projects of a similar scope and approach.
 - It will clearly state the cost-to-impact ratio of the proposed project in terms of dollars spent per resident engaged.
 - It will outline a strong process for collecting data during the engagement process.
 - It will demonstrate that the applicant has the experience and skills necessary to analyze the project results and produce recommendations for the Clean Energy Partnership.
 - It will employ Community-Based Social Marketing strategies. To learn more about the strategies, visit <http://www.cbsm.com/public/world.lasso>

TARGETED ENERGY EFFICIENCY PROGRAMS: The focus of the Project will be to leverage the utilities' existing energy efficiency programs by driving participation in populations currently under-represented in those programs. Basic outlines of the programs are detailed below. Applicants may choose to utilize other utility energy efficiency programs if it is a better fit for the application.

Home Energy Squad

The Home Energy Squad is a program offered jointly by Xcel Energy and CenterPoint Energy to help customers reduce energy use. The Home Energy Squad's energy experts quickly assess a home's efficiency and make necessary installations, including programmable thermostats, CFL lightbulbs, weather stripping, and more in a single visit.

For more information, visit the program's website: <http://www.homeenergysquad.net/>

Multi-Family Building Energy Efficiency

The Multi-Family Building Energy Efficiency program is another collaboration between Xcel Energy and CenterPoint Energy tailored specifically for increasing whole building energy efficiency in multi-family buildings. The program aims to address energy efficiency opportunities, including lowering energy bills and increasing resident comfort. A free energy audit can uncover whole-building improvement potentials, free energy-saving installations, including LED lights in common areas, CFL lights in resident units, water-saving showerheads and faucet aerators and LEDs in exit signs. Consultations provide support for deeper improvement efforts requiring engineering, retrofitting or equipment. A report of a building's energy consumption can help understand the energy savings potential. Rebates for market rate buildings can reach up to 40% of energy savings project costs and up to 80% of project cost for low income buildings.

For more information, visit the program's website:
<http://www.multifamilyenergysolutions.com/>

Low Income Energy Efficiency

Xcel Energy and CenterPoint Energy offer programs providing electric and natural gas energy efficiency services including furnace, air-conditioner, and water heater replacement; insulation

installation; heating-system tune-ups; energy efficient lighting; and low flow showerheads and faucets. Both utilities also provide bill payment assistance programs.

Xcel Energy also offers a low income Multi-Family Energy Savings program providing electric measures in the resident units. For more information on all low income programs visit the Xcel Energy website here:

https://www.xcelenergy.com/programs_and_rebates/residential_programs_and_rebates/affordable_energy

Information on CenterPoint Energy's bill payment assistance programs is available at <http://www.centerpointenergy.com/en-us/residential/customer-service/billing-payment/need-help-paying-your-bill?sa=mn>. Several of these programs (particularly the Low Income Home Energy Assistance Program and the Gas Affordability Program) can serve as entry points to energy efficiency services. CenterPoint Energy also offers an Affordable Housing Multi-Family Building Rebate program; information is available at <http://www.centerpointenergy.com/en-us/business/save-energy-money/efficiency-programs-rebates/programs-and-rebates-by-industry/affordable-housing-multi-family-buildings?sa=mn>.

PROJECT SPECIFICATIONS: The Project is based on the Minneapolis Energy Vision Advisory Committee Community Engagement Process Report and received by the Partnership Board. It is strongly suggested that Organizations review this document:

https://cleanenergypartnership.files.wordpress.com/2014/12/evac-community-engagement-planning-process_approved_3-4-16.pdf

The Project will include three phases:

Phase 1. Assess targeted community's current knowledge, interest and barriers to participating in current energy efficiency programs. The Organization will engage community members and other partners to explore the community's challenge, identify assets and potential opportunities and generate ideas for solutions to increasing participation in targeted energy efficiency programs. Examples of activities and tools that could be used in this phase include listening sessions, focus groups, surveys, one-on-one meetings, expert interviews, etc. By the end of this phase, the Organization, based in part on community input, will have identified potential engagement strategies. (1-2 months)

For guidance on barrier and benefits identification, see
<http://www.cbsm.com/pages/guide/step-2:-identifying-barriers-and-benefits/>

Phase 2. Develop an action plan based on information collected in Phase I for engaging the specific community to participate in current energy efficiency programs. The action plan should include activities to be completed within the grant period, identify performance measures in cooperation with the community, be explicit about what data will be collected to track progress related to the performance measures, and budget items. For example, an activity could be a social media campaign using pledges and social norming messages to promote action on energy

efficiency. The performance measures could include number of posts tagged to the campaign or number of energy efficiency actions (e.g., energy audit or lighting upgrade) taken. The Organization will meet with the Partnership staff for review and approval once the plan is drafted, but prior to implementation. (1-2 months)

For guidance on developing strategies, see
<http://www.cbsm.com/pages/guide/step-3:-developing-strategies/>

Phase 3. Implement the action plan, track progress, evaluate process and outcomes, and produce final report. The final report template will be provided by the Partnership; the Organization should be prepared to report on all of the activities and performance measures both quantitatively and qualitatively (e.g., insights into why certain activities were more successful than others). By the end of Phase 3, the community will have achieved tangible accomplishments. Accomplishments include energy use reductions, insights into the community's barriers and benefits to taking action, and strategies to overcome barriers and build on benefits. (8-10 months)

For guidance on implementation and evaluation, see
<http://www.cbsm.com/pages/guide/step-4:-piloting/>

The three phases are based off of the model of Community Based Social Marketing (CBSM). The first critical step is to uncover the barriers and benefits of a community undertaking a specific action (this is Phase 1 – learning about the community). The next step is selecting the strategies, such as social diffusion, using prompts, increasing convenience, developing norms, etc. (this is Phase 2 – developing the action plan). The step after that is to pilot the strategy (this is Phase 3 – implement and evaluate). CBSM has resources on best practices for all phases. See www.cbsm.com/public/world.lasso/

The Partnership will remain available throughout the process for problem solving and technical assistance.

DELIVERABLES: Deliverables must include a final report outlining the activities and quantitative and qualitative results realized in each of the three phases. Where applicable, quantitative data must be validated by the utilities through their energy efficiency programs. Because this Project represents a new approach to addressing community engagement with regard to energy efficiency programs, the report should also include documentation of each step in the process so the methodology and learnings can be duplicated and brought to scale as opportunities present themselves. All deliverables must be provided as electronic documents unless otherwise noted. Memos and documentation identified above may be combined as appropriate. The Partnership will provide a final report template during Phase 1.

V. APPLICATION FORMAT: Please see Section VI “Evaluation of Applications” to understand the criteria that will be used to evaluate the applications. In order to allow for easier comparison of applications during evaluation please review Attachment B – Example Work Plan Form and complete Attachment C -Application Form (word document).

VI. EVALUATION OF APPLICATIONS – SELECTION OF ORGANIZATION: Applications will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, City Coordinator’s Office, members of the Clean Energy Partnership, and other City staff assistance as required. Evaluations will be based on the required criteria listed in Section IV “APPLICATION FORMAT”, and the following:

- A. Quality, thoroughness, and clarity of application.
- B. Qualifications and experience of staff (includes a review of references).
- C. How well the Scope of Services offered meets RFA scope of services.
- D. Financial responsibility and capacity of organization including whether or not the organization, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFA.
- E. Organization and management approach and involvement for a successful project.
- F. Past performance on other City contracts (if applicable).
- G. Cost of services proposed.

VII. SCHEDULE: The following is a listing of key Application and Project milestones:

RFA Release	September 6, 2016
Pre-Application Conference	3:30-4:30 September 21, 2016
Applications due on or no later than	4:00 PM on October 12, 2016
Estimated Organization notification of funding	November 15, 2016
Estimated contracted services start date	January 1, 2017
Estimated services end date	December 15, 2017

VIII. CONTRACT: The contracting parties will be the City of Minneapolis and the Organization(s) selected to provide the services as described herein. The selected application(s), along with the RFA and any counter application will be incorporated into a formal agreement after negotiations. It is the intent of the City to award one to three contracts for a term of one year.

IX. REJECTION OF APPLICATIONS: The City reserves the right to reject any or all applications or parts of applications, to accept part or all of applications on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described, or the Organization’s reply based on the component prices submitted.

X. ADDENDUM TO THE RFA: If any addendum is issued for this RFA, it will be posted on the City of Minneapolis website at: <http://www.minneapolismn.gov/finance/procurement/rfp>. The City reserves the right to cancel or amend the RFA at any time.



City of Minneapolis

Standard Agreement Form

(For Professional Services Contracts up to \$50,000 – Non-grant Funded)

City Contract Number (Assigned by the City Contract Management Office): _____

City Department responsible for the Contract:

I. CONTRACT

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 SERVICES

Consultant agrees to perform the following services for the City:

Include a detailed description of services/deliverables expected under this contract.

III. COMPENSATION

Consultant shall be compensated as follows:

Include the rate and milestones at which the contractor will be paid

The total compensation under this Contract for services (including reimbursable expenses) shall not exceed \$ _____. 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

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

Note: The sum total for Compensation and eligible reimbursable expenses under this *Standard Agreement Form* Contract 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 (the “Act”) and all other applicable state and federal laws relating to data privacy or confidentiality. 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.

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. SUCCESSORS AND ASSIGNS

The terms and conditions contained in this Contract shall become the obligation of and the rights in here 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 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

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 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 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 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. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.
3. **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.
4. **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.
5. **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.

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

FOR THE CONSULTANT:

By _____

Its

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

FOR THE CITY:

By _____

Department Head responsible for Administering and monitoring this contract

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. 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 subcontractors.
- 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** _____

ATTACHMENT B

Example Work Plan Form

Please review this example work plan as a guide.

Applicant Name	<i>ABC Community Organization</i>	
Pre-identified challenge:	<i>Z avenue, between B street and D street, feels unsafe to walk, bike, and feels very disconnected and isolated.</i>	
Description of people who will be engaged in the proposed project	<i>Residents with 3 blocks of Z avenue. This is a pre-dominantly Latino community. This will include lots of renters, young adults, families (mostly in low income housing buildings), seniors. Will also want to engage public transit users that use the stops nearby, and businesses along the corridor.</i>	
Phase 1: Convening and Exploring		
Timing	Milestone	Activity (include how community will be engaged)
<i>Month 1</i>	<i>Community leaders recruited and assessment plan created.</i>	<ul style="list-style-type: none"> • <i>Conduct one-on-ones with: (list people or positions such as neighborhood Farmers market coordinator, Coordinator of social services program, neighborhood association Executive Director, etc.)</i> • <i>Table at X local farmers market</i> • <i>Convene meetings with interested community members/leaders: (childcare facility, church, public housing buildings.)</i> • <i>Prepare audit tool</i> • <i>Gather data on xxxxxx</i> • <i>Schedule community listening sessions</i>
<i>Months 1 & 2</i>	<i>Assessment activities completed</i>	<ul style="list-style-type: none"> • <i>Engage X youth group to conduct walking audit.</i> • <i>Share findings with leadership group and prepare for listening sessions.</i> • <i>Host 2 listening sessions to share our audit findings, external data and find out what the community wants different. Facilitators for sessions TBD, but would like to stipend community members.</i> <ul style="list-style-type: none"> ○ <i>1st at community center xxx located at</i> ○ <i>2nd at place of worship xxx located at</i>

Phase 2: Decision making and Action Planning		
Timing	Milestone	Activities
<i>Months 2 & 3</i>	<i>Solution is defined</i>	<ul style="list-style-type: none"> • <i>Findings from listening sessions compiled to identify priority areas</i> • <i>Loop back with stakeholders/partners including community members to identify ideas have most momentum or potential support from external opportunities</i> • <i>another pulse-check on what ideas excite community members</i> • <i>Identify short-term actionable items and long-term goals</i>
<i>Months 3 & 4</i>	<i>Action Plan created.</i>	<ul style="list-style-type: none"> • <i>Finalize short-term projects and long term goals</i> • <i>Identify action steps for change, if demonstration is necessary or other major steps needed</i> • <i>Vet plan with stakeholders and key partners, and residents</i> <ul style="list-style-type: none"> ○ <i>Stakeholders/partners will design 2-3 activities or events to share and vet plan with residents and community members</i>
<p>Phase 3: Decision making and Action Planning (to be submitted approximately 4 months from start of grant)</p>		