



City of Minneapolis

Standard Contract Form

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

Number: City Contract

City

Department responsible for the Contract: **ARTS, CULTURE & CREATIVE ECONOMY**

I. CONTRACT

THIS CONTRACT is made between the City of Minneapolis, a Minnesota municipal corporation and a home rule charter city, referred to as the "City" and [Artist Name], referred to as the "Consultant," for **Creative CityMaking Project** services to be provided under the terms of this agreement (the "Contract").

II. SCOPE OF SERVICES

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

Per attached Exhibit B.

III. COMPENSATION

The Consultant shall be compensated as follows:

\$20,000.00

The total compensation under this Contract for services (including reimbursable expenses) shall not exceed **\$20,000.00**. The Consultant shall submit itemized invoices for services rendered. The City shall have no obligation to pay any invoices received more than 120 days after the Termination Date indicated in Section IV of this Contract.

Expense Reimbursement

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

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

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

IV. EFFECTIVE DATE AND TERMINATION DATE

This Contract shall be in full force and effect from **May 01, 2019** through **January 31, 2021** unless otherwise extended by the City or terminated earlier under the Cancellation, Default and Remedies section. The duration of this Contract including amendments shall not exceed five years.

V. SUBSTITUTIONS AND ASSIGNMENTS

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

[Artist Name]

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

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

VI. SUBCONTRACTING PROHIBITED

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

VII. CONTRACT ADMINISTRATION

All provisions of this Contract shall be coordinated and administered by the person identified the Notices section. The City will monitor the performance of the Consultant against goals and performance standards as provided in the Scope of Services. The City's Contract Manager identified will provide written notice if the City determines that the Consultant's performance is substandard. Where no performance standards or goals have been identified in the Scope of Service, then performance will be determined using standards applicable to the Consultant's profession or industry.

VIII. INDEPENDENT CONSULTANT

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

IX. CONSULTANT'S INSURANCE

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

X. DATA PRACTICES

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

XI. COMPLIANCE WITH THE LAW

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

XII. AUDITS

As provided in Minnesota Statutes, Section 16C.05, subdivision 5, the Consultant agrees that the City, the State Auditor or any of their duly authorized

representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records and accounting practices and procedures that are relevant and involve transactions relating to this Contract for a period of six years after the final payment is made by the City to the Consultant.

XIII. SUCCESSORS AND ASSIGNS

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

XIV. LIABILITY AND INDEMNITY

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

XV. CANCELLATION, DEFAULT AND REMEDIES

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

Notwithstanding the Liability and Indemnity Section or this Cancellation, Default and Remedies Section, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of

any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided here shall not limit the City, in case of any default, error or omission, by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the City or the Consultant under law.

XVI. NOTICES

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

To the consultant:

[Artist Name]
[Artist Address]
[Artist email/phone]

To the city:

[Department Head Name/Title]
[Department Head Address]

[Contract Manager Name/Title]
[Contract Manager Phone/Email]

XVII. INTELLECTUAL PROPERTY

All "Work" as defined below, produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the

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

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

XVIII. BILLBOARD ADVERTISING

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

XIX. CONFLICT OF INTEREST/CODE OF ETHICS

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if the Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" (as that term is defined in Section 15.280 of the Minneapolis Code of Ordinances) since Consultant has a direct financial interest in this Contract. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

XX. MISCELLANEOUS PROVISIONS

1. **Severability** -- If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such provision had not been included.
2. **No Partnership of Joint Venture** - Neither the City nor the Consultant is an agent, partner or joint venturer of the other for any purpose or has the authority to bind the other.
3. **No Third Party Beneficiaries** -- This Contract does not create any third party beneficiary rights in any individual or entity that is not a party to this Contract.
4. **Entirety of Contract** -- This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.
5. **Applicable Law** -- The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.
6. **Waiver** -- Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
7. **Conflict and Priority** -- This Contract shall take precedence over any attachments, exhibits or terms and conditions that may be attached to this Contract. In the event that a conflict is found between the provisions in this Contract and any attachments, the terms of the Contract shall prevail.
8. **Amendments** -- Any amendments to this Contract shall be in writing and signed by both the City and the Consultant. Amendments are limited to increases in compensation (including reimbursable expenses) not to exceed \$175,000 per the Compensation Section, increases or reductions in the Scope of Services or Work, or extensions of the duration subject to the limitation in the Effective Date and Termination Date Section of this Contract.

9. **Counterparts** -- This Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

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

FOR THE CONSULTANT:

Signature:

Title Artist

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

FOR THE CITY:

Signature:

Title: city coordinator

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
for Target Market Program Contractors

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

- a) 1. **Worker's Compensation Insurance** that meets the statutory obligations.
- 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).
 - No-employees such as sub-consultants or subcontractors will not provide any services under this Contract.
- b) **Commercial General Liability Insurance.** The policy shall be on an "occurrence" basis, shall include contractual liability coverage and provide coverage limits at least equal to \$300,000 per claim and \$500,000 aggregate.
- Attached is certificate evidencing above insurance coverage in force as of the Contract start date and which shall remain in effect for a period of one year.
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- c) **Automobile Liability insurance** covering all owned, non-owned and hired automobiles at coverage limits at least equal to \$100,000 per claim and \$500,000 aggregate for all claims arising from the same occurrence.
- Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultant's personal auto liability insurance coverage may address the risk. Attached is a letter or copy of the auto liability policy 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 the Consultant, omissions of the Consultant, failure to render a professional service by Consultant or the negligent rendering of the professional service by Consultant at coverage limits at least equal to \$200,000 per claim and \$500,000 aggregate for all claims arising during the coverage period. The insurance policy must provide the protection stated for two (2) years after completion of work.

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

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

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

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

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

Exhibit B

1. Project Name and Scope:

[Project description and scope here]

2. Artist Program and Project Workplan Outline and Conditions

The CCM program will provide a Project Manager to track, support and oversee the [Project name] project artist deliverables. The CCM Project Manager will help keep everyone on task, track project deliverables and provide updates and guidance. She will not be available to create or complete documentation or administrative responsibilities associated with artist or team deliverables. These tasks are the responsibility of the artist team.

The following is a timeline of program deliverables and expectations, with decision points along the way to allow us to review the project status and assess how we continue with the project

- Meet with CCM program team for program orientation and contract approval. Meet with CCM Project Manager and other artists/staff teams as needed.
- 2 Months orientation and discovery stage: artist engage in meetings and research, data collecting (as needed) to establish ideas and create a workplan tailored to the project
 - Deliverable*: a proposal (including images as appropriate) of the work to be executed along with a researched timeline and budget
 - Meeting: to review and approve proposal.
- 3 Months monitor and mid project check-in: monitor progress of artist based on proposal and delivery of program requirements to assess how the project is progressing and if any additional resources are needed or if the project is in difficulty.
 - Deliverable: summary document of progress (template provided by CCM)
 - Meeting: to discuss and assess progress. If there has been little or no progress at this time, or if there are issues with project partners.

- 3 Months monitor and project check-in: monitor progress of artist team based on proposal and delivery of program requirements to assess how the project is progressing and if any additional resources are needed or if the project is in difficulty.
 - Deliverable: summary document of progress (template provided by CCM)
 - Meeting to discuss and assess progress. Decide if these check-ins are still needed. If there is little or no progress at this time, or if there are issues with project partners.
 - NOTE: we will decide at this time if we need to adjust the frequency of the meetings

*note, each deliverable will trigger an invoice and payment

3. Artist Program Responsibilities

- **Participate in Program Meetings/Events**
 - Participate in program related meetings, convenings and other program-related events, check-ins, ongoing evaluation efforts etc. as needed.
 - Provide insight into program meetings, events, trainings, etc. that would be beneficial to the CCM team and the project.
 - Develop methods to be implemented in program meetings/events as needed.
- **Participate in Evaluation**
 - Provide data to program evaluators through engagement logs and project updates or other evaluation tools.
 - Participate in the program evaluation and program documentation including video/media as requested.
 - Share visual and written documentation of the process, activities, and instructions/template for new tools generated.
- **Extend Arts-Based Practices**
 - Engage with CCM Program Manager as requested to support the thorough integration of arts-based innovation within the City as needed.
 - Work with CCM team to build and extend practices through documentation, evaluation, and communication.
 - Develop ideas with CCM team to extend arts-based practices into other city departments.

4. Artist Project Responsibilities

- **Participate/Lead Project Meetings/Events**

- Participate in project meetings, convenings and other project-related events, check-ins, ongoing evaluation efforts etc. as needed.
- Maintain a working presence in the department by attending and participating in departmental and community meetings/events, working onsite as needed and meeting regularly with [project name] Committee as needed.
- Participate in [project name] Committee meetings to assess needs, lead efforts and events with project collaborators community stakeholders, and overall project team.
- **Participate/Support Project Administration**
 - Comply with contracting requirements and documentation, maintain activity log, tracking hours and activities (if requested), follow procedures for submitting an invoice.
 - Provide appropriate documentation with project deliverables as requested.
 - Follow City of Minneapolis regulations and processes for all administrative requests.
- **Define and Implement Workplan**
 - Develop workplan in collaboration with Neighborhood and Community Relations staff including developing a team agreement, conflict resolution guidelines, and other agreements as needed while keeping the project goals at the forefront of the work in collaboration with Neighborhood and Community Relations staff.
 - Develop the project budget within the workplan to be approved by CCM staff.
 - Meet (and exceed) program and project requirements, milestones, deliverables and deadlines. Work with team to reassess and develop workplan as project advances.
- **Rapid prototype/pilot action items**
 - Try out new ideas, processes, and actions.
 - Implement existing ideas and action items with creative methods.
- **Collaboration with Census Complete Count Committee and Partners**
 - Lead artistic processes to develop ideas, solve problems, and collaborate with the [project name] Committee and partners.
 - Build from existing work while developing new aspects of the project.
 - Build authentic, trusted, and transformative relationships between Neighborhood and Community Relations and target communities.
- **Extensive community engagement.**
 - Develop and implement an arts-based engagement strategy to engage underserved residents to gain input on priorities, share ideas for

implementation, build participation, and foster a community driven decision-making structure or environment.

- Work with community based organizations to develop community led strategies.
- Build authentic, trusted, and transformative relationships with community members.

5. Artist Program and Project Responsibilities (responsibilities that overlap both program and project areas)

● **Communicate with Team**

- Provide, strong, regular and consistent communications with entire CCM team.
- Have clear point of contact and respond to contact from CCM team in timely and professional manner.
- Work within communications protocols established by City of Minneapolis Communications Division and CCM Program
- Advise and refine communications processes with CCM team as needed.
- Note: Communications will be established within work plan to establish methods at both project and program levels.

● **Communicate with Community**

- Coordinate and present relevant information through at least one creative community event with team through theater, visual arts, exhibit, etc.
- Co-develop an exhibit of tools, approaches, and lessons learned, goals attained, etc. with CCM team.
- Participate in local and national presentations, forums, events, etc. as needed
- Note: Communications will involve both program and project elements.

● **Research and Data**

- Become familiar with appropriate project background information, including relevant research and data for use in the project workplan as needed.
- Work closely with City staff to ensure that data collected for City efforts is data that can be utilized for project evaluation and aligns with project goals.