Minneapolis Park & Recreation Board

Standard Contract for Professional Services
(Up to $175,000)

MPRB Contract Number (Assigned by the City Contract Management Office):
MPRB Department responsible for the Contract: Department Name

I. CONTRACT

THIS CONTRACT is made between the Minneapolis Park and Recreation Board, referred to as the “MPRB” and Consultant Name, referred to as the “Consultant,” for Document Management Software 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 MPRB:
Include a detailed description of services/deliverables expected under this contract.

III. COMPENSATION

The Consultant shall be compensated according to the compensation and fee schedule attached as Exhibit B.

The total compensation under this Contract for services (including eligible reimbursable expenses) shall not exceed $Total Compensation.

The Consultant shall submit invoices based on the compensation and fee schedule selected and details outlined in Exhibit B for services rendered and eligible reimbursable expenses as incurred. Invoices submitted by the Consultant that are not based on the compensation and fee schedule selected and details outlined in Exhibit B will be returned to the Consultant with the request that they resubmit the invoice. The timeframe for payment by the MPRB to the Consultant begins upon receipt of an approved invoice by the MPRB. The MPRB 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 must be included in Consultant’s scope of services and agreed to by the MPRB.

Eligible reimbursable expenses shall be paid upon submission of invoice and copies of all relevant itemized invoices, receipts, or other evidence reasonably requested to the Contract Manager identified in Section XVI of this Contract. The MPRB shall only pay for eligible reimbursable expenses. Eligible reimbursable expenses include, but are not limited to travel, mileage, printing costs and reproduction costs.

☐ Consultant’s eligible reimbursable expenses, if any, are included in the scope of services provided and/or attached to this Contract.

☐ Consultant’s eligible reimbursable expenses, if any, are over and above the stated cost in the Consultant’s scope of services; said eligible reimbursable expenses are estimated not to exceed $Expenses.

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

IV. EFFECTIVE DATE AND TERMINATION DATE

This Contract shall be in full force and effect from Date through __________, unless otherwise extended by the MPRB or terminated earlier under Section XV, Cancellation, Default and Remedies. The duration of this Contract including any amendments shall not exceed five years.

V. SUBSTITUTIONS AND ASSIGNMENTS

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

_______________________________

Upon approval by the MPRB, the Consultant may substitute other persons to perform the services. If substitution is permitted by the MPRB, 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 MPRB 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 Section XVI 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 Contract
Manager identified in Section XVI.

VIII. INDEPENDENT CONSULTANT

The Consultant and its employees shall not be employees of the City of Minneapolis or
the MPRB. It is agreed that the Consultant and its employees will act as an “independent
contractor” and acquire no rights to tenure, workers’ compensation benefits, unemploy-
ment 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 of Minneapolis or the MPRB, 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 of Minneapolis or the MPRB.

IX. CONSULTANT’S INSURANCE

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

X. DATA PRACTICES

Consultant, its officers, agents, owners, partners, employees, volunteers and subcon-
tractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and
Accountability Act and implementing regulations, if applicable, and all other applicable
state and federal laws, rules, regulations and orders relating to data privacy or
confidentiality. If Consultant creates, collects, receives, stores, uses, maintains or
disseminates data because it performs functions of the MPRB pursuant to this Contract,
then Consultant must comply with the requirements of the MGDPA as if it were a
government entity, and may be held liable under the MGDPA for noncompliance.
Consultant agrees to defend, indemnify and hold harmless the MPRB, its officials, officers,
agents, employees, and volunteers from any claims resulting from Consultant’s officers’,
agents’, owners’, partners’, employees’, volunteers’, assignees’ or subcontractors’
unlawful disclosure and/or use of such protected data, or other noncompliance with the
requirements of this section. Consultant agrees to promptly notify the MPRB if it becomes
aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The
terms of this section shall survive the cancellation or termination of this Contract.
XI. COMPLIANCE WITH THE LAW

The Consultant agrees to abide by all federal, state and local laws and regulations prohibiting discrimination. In the event the Consultant has questions concerning these requirements, it shall request necessary clarifications from the MPRB. 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 MPRB, 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 MPRB 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 MPRB 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 MPRB or its employees.

b. The Consultant agrees to defend, indemnify and hold harmless the MPRB 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, sub-consultants, and volunteers.

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 MPRB 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 MPRB.
Notwithstanding Section XIV or this Section XV, the Consultant shall not be relieved of liability to the MPRB for damages sustained by the MPRB as a result of any breach of this Contract by the Consultant. The MPRB 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 MPRB is determined. The rights or remedies provided here shall not limit the MPRB, 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 MPRB 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 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:
Include complete mailing address here
Phone: Phone
Email: Email

To the MPRB:

Minneapolis Park & Recreation Board
2117 West River Road
Minneapolis, MN  55411

Attn:  Name of contract manager, Contract Manager
Phone: Phone
Email: 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 MPRB to the Consultant will be the exclusive property of the MPRB and will be surrendered to the MPRB 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 MPRB 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. CONFLICT OF INTEREST CODE OF ETHICS

Pursuant to Section PB 1-6 of the MPRB’s Code of Ordinances, both the MPRB and the Consultant are required to comply with the Minneapolis (City) Code of Ethics. Chapter 15 of the City’s Code of Ordinances requires MPRB 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. The Consultant may request that the MPRB assist the Consultant to determine whether or not a “conflict of interest” exists.

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.

XIX. 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.

6. **Amendments** – Any amendments to this Contract shall be in writing signed by both the MPRB and the Consultant. Amendments are limited to increases in compensation (including reimbursable expenses) not to exceed $175,000 as provided in Section III, increases or reductions in the Scope of Services or Work, or extensions of the duration, subject to the limitation in Section IV hereof.

7. **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.

8. **Standard of Care** – The standard of care for all Consultant services performed to execute the work as provided in the attached Scope of Services, shall be the case and skill ordinarily used by members of the Consultant’s profession practicing under similar conditions at the same time and locality of the project. If the parties agree upon specific performance standards for any aspect of the work performed, which standards are set forth in the Contract, the Consultant services shall be performed to achieve such standards.
The parties being in agreement, have caused this Contract to be signed as follows:

FOR THE CONSULTANT:

By ____________________________

Its Its

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

FOR THE MPRB:

By ____________________________ Date: ____________________________
Its Contract Manager responsible for administering and monitoring this Contract

By ____________________________ Date: ____________________________
Its Department Head

By ____________________________ Date: ____________________________
Its Superintendent

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

Contract Code:

**Fund** Fund **Department** Department **Account** Account **Task** Task **Project Number** Project Number **Activity** Activity
Exhibit A
Standard Agreement Insurance Form

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

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

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

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

2. **Workers Compensation Insurance for non-employees** providing services under this Contract (i.e., subcontractors). Consultants are assuming full Workers Compensation coverage for uninsured 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 provide coverage limits at least equal to $2,000,000 per claim and $2,000,000 aggregate.

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

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

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

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

   ☐ Consultant will not drive any automobiles while performing services under this Contract.
d) **Professional Liability Insurance** providing coverage for the claims that arise from the errors of Consultant or its sub-consultants, omissions of Consultant or its sub-consultants, failure to render a professional service by Consultant or its sub-consultants, or the negligent rendering of the professional service by Consultant or its sub-consultants at coverage limits at least equal to $1,000,000 per claim and $2,000,000 for all claims that arise during the coverage period. The insurance policy must provide the protection stated for two (2) years after completion of work.

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

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

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

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

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

☒ Insurance coverage is not required because Consultant does not handle, receive or produce MPRB data and information.

Consultant Name (printed) ____________________________________________________________

Consultant Authorized Signature ___________________________ Date __________
EXHIBIT B

Compensation and Fee Schedule

The Consultant shall be compensated as follows (check which applies):

☐ Flat Fee
☐ Per hour
☐ Per unit
☐ Revenue-based
☐ Other

Include the specific rates that will apply to the services provided and include any other payment terms or details regarding payment(s) to be made under this Agreement.

Click or tap here to enter text.
EXHIBIT C  Use this space for any attachments to the Contract. If not needed, please delete this text/page.

Click or tap here to enter text.
EXHIBIT D Add Special Conditions for Federal and State Grant Funded Contracts if grant funds used in whole or in part to pay for Services.