

**NRP NEIGHBORHOOD ACTION PLAN FUNDING AGREEMENT
BETWEEN
THE CITY OF MINNEAPOLIS
AND THE
EAST PHILLIPS IMPROVEMENT COALITION
FOR
PHASE II PLAN ADMINISTRATION**

THIS AGREEMENT, entered into this 16th day of April, 2018, is by and between the **CITY OF MINNEAPOLIS**, a Minnesota municipal corporation (the "City"), in furtherance of the Minneapolis Neighborhood Revitalization Program ("NRP") and the **EAST PHILLIPS IMPROVEMENT COALITION**, a Minnesota nonprofit corporation (the "Contractor").

WHEREAS:

- (1) Pursuant to Minnesota Statutes, Section 469.1831, as amended by Laws of Minnesota 1991, Chapter 59, and Minneapolis Code of Ordinances, chapter 419, the City of Minneapolis ("City") established the NRP to preserve and enhance within the City's neighborhoods private and public physical infrastructure, public health and safety, economic vitality, the sense of community, and social benefits;
- (2) The East Phillips neighborhood in Minneapolis ("Neighborhood") has prepared an NRP Phase II Neighborhood Action Plan (the "Plan") through a process of neighborhood planning that complied with Minnesota Statutes, Section 469.1831, subd. 6(b);
- (3) On November 21, 2011, the NRP Policy Board approved the Plan and forwarded its recommendations for final action to the Minneapolis City Council;
- (4) By action published on December 17, 2011, the Minneapolis City Council took certain actions with respect to the Plan, including the appropriation of funds for Plan implementation;
- (5) The Plan, at the Empowered Capacity for Community Building: Administration section, under strategy 7.1.1., authorizes up to \$10,000.00 for Phase II Administrative Support (the "Program").
- (6) The Program is consistent with the general principles underlying the NRP, enumerated in Minnesota Statutes, Section 469.1831, subd. 5, and the purposes for which NRP funds may be spent, listed in Minnesota Statutes, Section 469.1831, subd. 3(9).

NOW, THEREFORE, it is agreed between the parties hereto that:

SECTION I. SCOPE OF SERVICE/BUDGET

The Contractor agrees to perform the services described in the Scope of Services, and in compliance with the Budget, attached hereto as Exhibit A and is incorporated herein by reference.

SECTION II. TIME OF PERFORMANCE

The term of this Agreement shall commence as of the 1st day of April, 2018, and shall continue until the 31st day of December, 2019, unless this Agreement is earlier terminated.

SECTION III. DISBURSEMENTS

The Contractor shall, from time to time, submit invoices or other documentation acceptable to the City on a cost reimbursement basis. The invoices shall include a full itemization of the services provided or costs incurred. If the Contractor fails to fully perform all of the services required under this Agreement as determined in the City's sole discretion, or this Agreement is terminated as specified herein, the Contractor shall receive compensation only for those services actually fully performed, as determined by the City.

In no event shall the total amount, for both services and expenses, to be paid under the terms of this Agreement exceed \$10,000.00, nor shall the Contractor be reimbursed for any service provided or expense incurred by it except as specifically described on the attached Exhibit A.

Payment shall be made within 30 days from the date the City receives from the Contractor a disbursement request in a format acceptable to the City. The City shall not be required to, nor shall it, reimburse the Contractor for any unsatisfactory, incomplete, inaccurate, or defective work, as determined by the City.

SECTION IV. USE OF NRP FUNDS

The Contractor and all sub-recipients shall use any and all NRP funds in accordance with the requirements of Minnesota Statutes, Section 469.1831, as amended, and the NRP Funding Agreement Guidelines, incorporated herein by reference.

SECTION V. PERFORMANCE MONITORING

The Contractor will submit to the City narrative reports describing the work performed and assessing the progress made toward achieving the objectives identified in Exhibit A.

SECTION VI. NOTICES

Communication and details concerning activities under this Agreement shall be directed to the following contract representatives:

City: City of Minneapolis
Department of Neighborhood and Community Relations
Crown Roller Mill, Suite 425
105 Fifth Avenue South
Minneapolis, MN 55401-2534
Attention: Director
cc: Bob Cooper, Contract Administrator
Michelle Chavez, Neighborhood Support Specialist

Contractor: East Phillips Improvement Coalition
2536 18th Avenue South
Minneapolis, MN 55404
Attention: Carol Pass

SECTION VII. GENERAL CONDITIONS

A. General Conditions

- (1) The Contractor agrees to comply with all applicable federal, state and local laws governing the services performed and funds provided under this Agreement. Conditions described in this Agreement shall apply only to the use of funds as described in Exhibit A.
- (2) Minneapolis Code of Ordinances, Section 109.470, prohibits the use of City and City-derived funds, including NRP funds, to pay for billboard advertising as part of a City project or undertaking, including NRP funded activities.

B. Personnel/Independent Contractor - The Contractor represents that it has engaged or will engage all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City or Policy Board. All the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the same shall be fully qualified and authorized or permitted under Federal, State and Local law to perform such services. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer-employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City and Policy Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Contractor is an independent contractor.

C. Hold Harmless - The Contractor agrees to defend, indemnify, and hold harmless the City and the NRP and their respective officers and employees, from any liability, claim, damage, cost, judgment, or expense, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the Contractor and its officers, employees, agents or contractors, while performing under this Agreement, and against all losses by reason of the Contractor's failure to perform, in any respect, all obligations under this Agreement. Nothing herein shall be construed to obligate the Contractor to hold harmless, defend or indemnify the City or the NRP from claims arising from the City's or the NRP's negligent or tortious acts or omissions.

D. Workers' Compensation and Liability Insurance - The Contractor shall provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement. In addition, the Contractor shall carry general liability insurance and hired/non-owned automobile liability in amounts sufficient to indemnify the City and the NRP, but no less than \$1,000,000.00 each. Said liability insurance policies shall name the City and the Policy Board as additional insureds and may not be canceled without the consent of the City as long as this Agreement is in effect. Copies of certificates evidencing this insurance shall be provided to the City.

E. Time is of the Essence - Time is of the essence in the performance of this Agreement.

F. Accounting Standards - The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting principles to properly account for expenses incurred under this Agreement.

G. Records

1. Retention - The Contractor shall retain all records pertinent to expenditures incurred under this Agreement until (i) three (3) years after the date this Agreement is terminated, or (ii) until a final audit as required by the Funding Agreement Guidelines has been performed, whichever is later.

2. Close-Outs - The Contractor's obligation to the City and any sub-recipient's obligation to the Contractor shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of NRP assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the NRP), and determining the custodianship of records.

3. Audits & Inspections - The Contractor shall perform an annual financial and compliance audit in accordance with the Audit Policy

attached as Exhibit B to the Funding Agreement Guidelines. The books, records, documents and accounting procedures and practices of the Contractor, relevant to this Contract and transactions contemplated herein, are subject to examination by the City and the State Auditor in accordance with Minnesota Statutes, Section 16B.06, Subd.4.

H. Inventory - The Contractor shall identify and inventory all personal property and equipment acquired with funds provided under this Agreement and shall implement the acquisition, inventory and disposition policy attached as Exhibit C to the Funding Agreement Guidelines.

I. Assignability - The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

J. Conflict of Interest and Code of Ethics.

(1) The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such an interest shall be employed by the Contractor hereunder. The Contractor further agrees to comply with the conflict of interest disclosure and prohibition requirements of Section 419.80, Minneapolis Code of Ordinances, which are incorporated herein by reference.

(2) In addition to the NRP Conflict of Interest Policy adopted September 24, 2001, the Contractor agrees to be bound by the City's Code of Ethics as codified by Minneapolis Code or Ordinances, Chapter 15. The Contractor Certifies that to the best of its knowledge all City employees and officers participating in this Agreement have also complied with the Chapter 15. It is agreed by the parties that any violation of the City's Code of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this Section shall be referred to the City's Ethic Officer at 612-673-3230.

K. Subcontracts - The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this Agreement, other than those as specified in Exhibit A, without the prior written consent of the City.

L. Copyright - If this Agreement results in any copyrighted material, the author is free to copyright the work, but the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

M. Governing Law - This Agreement shall be construed and enforced according to and governed by the laws of the State of Minnesota.

N. Termination - This Agreement shall terminate on the earlier of (i) December 31, 2019, or (ii) immediately upon notice from the City to the Contractor.

SECTION VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance - The Contractor agrees to comply with Chapters 139 and 141, Minneapolis Code of Ordinances, incorporated herein by reference.

2. Nondiscrimination - The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability or other handicap, age [forty to seventy (40-70)], marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

3. Noncompliance - In any event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or provisions herein, this Agreement may be canceled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in City contracts in addition to other remedies as provided by law.

4. Liability - In the event there is probable cause to believe the Contractor is in noncompliance with the nondiscrimination clauses of this Agreement or with any applicable rules or regulations, the City shall have the right to withhold up to fifteen (15) percent of said contract funds until such time as the Contractor is found to be in compliance or is otherwise adjudicated to be in compliance.

B. Affirmative Action

1. Approval - The Contractor agrees that it shall be committed to carry out an affirmative action program. The City shall provide affirmative action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall submit the necessary affirmative action documentation to the City for approval prior to the disbursement of funds.
2. Access to Records - The Contractor shall furnish all information and reports required hereunder and by the rules and regulations of the City, and will permit access to its books, records and accounts for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
3. Notifications - The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. EEO/AA Statement - The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an "Equal Opportunity" or "Affirmative Action" employer.
5. Subcontract Provisions - The Contractor will include the provisions of Section VIII (A) Civil Rights and (B) Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

C. Employment Restrictions

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

SECTION IX: ADMINISTRATIVE ADJUSTMENTS

The time of performance for services to be performed under this Agreement may be extended, prior to its expiration, for a period not to exceed one year, by written administrative approval from the contract administrator. All such notices of extensions to the time of performance shall be provided to the contract representatives listed in Section VI of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF MINNEAPOLIS

By Mwendenzile
___ Assistant Director of Purchasing
___ Finance Officer
___ City Purchasing Agent

Approved as to form:

[Signature]
Assistant City Attorney

Department Head approval:

[Signature]
NCR Director

EAST PHILLIPS IMPROVEMENT COALITION

By Carol Ann Pass
Its President
Tax ID #32-0036350

EXHIBIT A

EAST PHILLIPS IMPROVEMENT COALITION PHASE II ADMINISTRATION SCOPE OF SERVICES/BUDGET

East Phillips Improvement Coalition (EPIC) is the neighborhood organization serving the East Phillips neighborhood of Minneapolis. NRP funds shall be used to allow for EPIC to provide general administrative support for NRP Phase II activities in the neighborhood. This shall include resources for printing, supplies and other administrative costs associated with this work. EPIC will work on implementation of all strategies in the Phase II Plan, including those that are not funded through NRP. NRP funding for these administrative costs shall not exceed \$10,000.00.

Budget:

| | |
|----------------------------------|--------------|
| Accountant | \$1,500 |
| Occupancy | 900 |
| Internet Service/Security System | 600 |
| Community Outreach/Translation | 1,400 |
| Printing/Copying | 1,400 |
| Office Supplies and Materials | 1,300 |
| Insurance | 1,000 |
| Advertising | 900 |
| Meetings/Community Events | <u>1,000</u> |
| TOTAL | \$10,000 |