



Minneapolis
City of Lakes

Community Innovation Fund

City of Minneapolis
Neighborhood and Community Relations Department
Crown Roller Mill, Room 425
105 Fifth Ave. S.
Minneapolis, MN 55401
www.minneapolismn.gov/ncr

Program Description:

The Community Innovation Fund provides grants to Minneapolis neighborhood organizations to foster innovative and locally relevant approaches to City identified goals, which are listed in page two. The aim of the program is to provide funding for projects which test concepts in neighborhoods which may later be replicated throughout Minneapolis.

The program is administered by the Minneapolis Neighborhood and Community Relations Department. Applications for funding are reviewed by the Neighborhood and Community Engagement Commission, which will make recommendations for project funding to the Minneapolis City Council.

The Community Innovation Fund was first proposed in the 2008 *Framework for the Future* Report Issued by the NRP Work Group. Below is an excerpt of the section in the Framework that describes the fund:

The Community Innovation Fund:

Grant Funding to Encourage Innovations for City-Identified Priorities

A Community Innovation Fund will be established as a companion fund to the Neighborhood Investment Fund. The innovation fund will provide grants to officially designated neighborhood organizations to seek out innovative and locally-relevant approaches to City-identified goals or problems.

- *The City Council and Mayor will set priorities for this fund on a biannual basis. The Neighborhood and Community Advisory Board will then work with the Council and Mayor to ensure that the design of grants is accessible and relevant to localized programming.*
- *Guidelines for these grants should place a high priority on proposals that reflect collaboration between two or more neighborhood organizations or between neighborhood organizations and other community-based organizations.*
- *The Advisory Board will review proposals and recommend grant awards to the City Council and Mayor.*

From: Framework for the Future

As noted, a key objective of the program is to foster collaboration between neighborhood organizations and between neighborhoods and other community-based organizations. The program is also intended to provide grants to neighborhoods throughout Minneapolis.

Funding Available:

Grants are awarded for a two-year period. For grants awarded for the years 2015-2016, \$300,000 in funding is available. Proposed grant requests must not exceed \$30,000. There is no minimum amount that must be applied for.

Eligible Applicants:

One or more recognized neighborhood organizations in the City of Minneapolis.

Eligible Projects:

To be eligible for funding, a project must:

- Be designed to serve Minneapolis residents in a specified geography or community.
- Foster an innovative and/or locally relevant solution to one or more City-identified goals.

Ineligible Activities:

Fundraising, religious based activities, electoral campaigning, and professional lobbying, food or entertainment.

Goals to be addressed:

Projects are to propose innovative and/or locally relevant approaches to address the following Goals and Strategic Directions of the City of Minneapolis:

Living well: Minneapolis is safe and livable and has an active and connected way of life

- All neighborhoods are safe, healthy and uniquely inviting.
- High-quality, affordable housing choices exist for all ages, incomes and circumstances.
- Neighborhoods have amenities to meet daily needs and live a healthy life.
- High-quality and convenient transportation options connect every corner of the city.
- Residents and visitors have ample arts, cultural, entertainment and recreational opportunities.
- The city grows with density done well.

One Minneapolis: Disparities are eliminated so all Minneapolis residents can participate and prosper

- Racial inequities (including in housing, education, income and health) are addressed and eliminated.
- All people, regardless of circumstance, have opportunities for success at every stage of life.
- Equitable systems and policies lead to a high quality of life for all.
- All people have access to quality essentials, such as housing, education, food, child care and transportation.
- Residents are informed, see themselves represented in City government and have the opportunity to influence decision-making.

A hub of economic activity and innovation: Businesses – big and small – start, move, stay and grow here

- Regulations, policies and programs are efficient and reliable while protecting the public's interests.
- The workforce is diverse, well-educated and equipped with in-demand skills.
- We support entrepreneurship while building on sector (such as arts, green, tourism, health, education and high-tech) strengths.
- We focus on areas of greatest need and seize promising opportunities.
- Infrastructure, public services and community assets support businesses and commerce.
- Strategies with our City and regional partners are aligned, leading to economic success.

Great Places: Natural and built spaces work together and our environment is protected

- All Minneapolis residents, visitors and employees have a safe and healthy environment.
- We sustain resources for future generations by reducing consumption, minimizing waste and using less energy.
- The City restores and protects land, water, air and other natural resources.
- We manage and improve the city's infrastructure for current and future needs.
- Iconic, inviting streets, spaces and buildings create a sense of place.
- We welcome our growing and diversifying population with thoughtful planning and design.

A City that works: City government runs well and connects to the community it serves

- Decisions bring City values to life and put City goals into action.
- Engaged and talented employees reflect our community, have the resources they need to succeed and are empowered to improve our efficiency and effectiveness.

- Departments work seamlessly and strategically with each other and with the community.
- City operations are efficient, effective, results driven and customer focused.
- Transparency, accountability and ethics establish public trust.
- Responsible tax policy and sound financial management provide short-term stability and long-term fiscal health.

City of Minneapolis Goals and Strategic Directions adopted by the City Council on March 28, 2014.

Project Timeline:

Projects receiving funding are expected to be initiated in 2015 and completed no later than two years after the execution of a funding contract between the City and grant recipient.

Applications:

Selection:

Applications will be reviewed by the Neighborhood and Community Engagement Commission (NCEC). The recommendations by the NCEC for projects to be funded will be forwarded to the City Council for final approval.

The following general criteria will be used to evaluate proposals:

- The degree of collaboration between neighborhoods or between neighborhoods and community-based organizations. Individual neighborhoods may apply for funding but joint projects are strongly encouraged, and successful joint applicants will demonstrate an established partnership with the co-applicant.
- The degree to which the proposal addresses an innovative and/or locally relevant approach to one or more City-identified goals or problems.
- The degree to which the project is replicable elsewhere.
- The ability of the applicant(s) to sustain the project after the grant period.
- The degree to which the goals and outcomes of the project are clear and fit the proposed budget.
- The level of collaboration proposed between the applicant(s) and City departments in implementing the project or program, where applicable.
- The organizational and management capacity of the applicant to successfully complete the project.

- The level of participation by neighborhood residents working with or through recognized neighborhood organizations in developing the proposal and the degree to which the project engages with residents.
- The degree to which the board of the neighborhood organization submitting the application reflects the demographic makeup of the neighborhood.
- Applications will be assessed as a group to ensure geographic balance among projects to the greatest extent possible.

Not meeting any single criteria will not disqualify an application from consideration.

Applications will be reviewed without site visits to the applicants. If necessary, follow-up questions may be posed to the applicants by telephone or email.

Reporting:

Payment of the grant funds will be on a reimbursement basis for actual costs incurred by the organization for implementation of the funded project. An amount equal to 25 percent of the grant may be paid by the City to the grant recipient upon execution of a funding contract for project start up costs.

After execution of a funding agreement, funding recipients must submit an interim report to the Neighborhood and Community Relations Department every six months during the course of the project. These interim reports will describe progress on achieving the project goals. At the completion of the funding agreement, funding recipients will be expected to submit a final report to the NCR Department. Reports will include a final account of the use of funds, a description of the accomplishments of the project and how they relate to the project goals, and a description issues encountered in the project and recommendations for further work needed to address these issues.

Funded organizations will be expected to participate in the evaluation of the Community Innovation Fund.

Questions:

Contact Howard Blin, Community Engagement Manager with the Neighborhood and Community Relations Department, Howard.Blin@minneapolismn.gov or 612-673-3163.

City of Minneapolis Community Innovations Fund Grant Application

Date of application: _____

Organization Information

<i>Name of lead organization</i>	<i>Legal name, if different</i>
<i>Address</i>	<i>City, State, Zip</i>
<i>Phone</i>	<i>Employer Identification Number (EIN)</i>
<i>Name of top paid staff</i>	<i>Fax</i>
<i>Name of contact person regarding this application</i>	<i>Web site</i>
<i>Title</i>	<i>Phone</i>
<i>Title</i>	<i>E-mail</i>
<i>Name(s) of Partner Organizations</i>	<i>E-mail</i>

_____	<i>Fiscal agent's EIN</i>
_____	number

Proposal Information

Please give a 2-3 sentence summary of request:

Population and/or geographic area served:

Project dates (if applicable): _____

Budget

Dollar amount requested:	\$ _____
Total project budget (for support other than general operating):	\$ _____

Authorization

Name and title of authorized staff or board chair: _____

Signature _____

City of Minneapolis Community Innovation Fund Grant Application

PROPOSAL NARRATIVE

Please answer each question specifically and separately. Do not exceed 6 pages total for this portion. All submittals must be in Times New Roman font no smaller than 12pt with no less than 1 inch margins. Please include the cover sheet with your application, and the required attachments.

I. ORGANIZATION INFORMATION (NOT TO EXCEED 2 PAGES)

- A. Brief summary of organizations involved with project.
- B. Lead organizations and contact person for application.
- C. Answer these questions:
 - a. How have the participating organizations worked to plan this project, and what community engagement was used?
 - b. Experience of organizations in implementing similar projects?
 - c. Describe the capacity of the organizations to manage this project?

II. PROJECT INFORMATION (NOT TO EXCEED 4 PAGES)

- A. Project narrative, including goals and measureable outcomes.
- B. Answers to these questions:
 - 1. Which City Of Minneapolis goals does the project address?
 - 2. How many people will this project serve?
 - 3. Why is this project needed in the communities served?
 - 4. Describe if there has been any coordination with City departments in planning the project
 - 5. Is the project planned to continue after the grant period?
- C. Address the selection criteria in the project guidelines.
- D. Detailed project schedule with work plan.

City of Minneapolis Community Innovation Fund Grant Application

ATTACHMENTS

Attachments Required:

1. Finances
 - Project Budget, including income and expenses
 - Annual report (if available)
 - Annual budget for lead organization
2. List of board members of participating organizations and affiliations.
3. Brief description of key staff, including qualifications relevant to the specific request. (no more than 2 pages)

If you would like assistance with this application or process in another language, please contact the City of Minneapolis Neighborhood Community Relations Department at the following numbers:

Spanish Line: (612) 673-2700

Somali Line: (612) 673-3500

Hmong Line: (612) 673-2800

American Sign Language Line: (612) 673-3220

TTY Line: (612) 673-2157

City of Minneapolis Community Innovation Fund Grant Application

PROJECT BUDGET

This format is required and must be used to submit your project budget. Feel free to attach a budget narrative explaining your numbers if necessary.

<u>Source</u>	<u>INCOME</u> <u>Amount</u>	<u>Notes</u>
<i>Support</i>		
Government grants	\$	
Community Participation Program (CPP)		
Neighborhood Revitalization Program (NRP)		
Foundations	\$	
Corporations	\$	
United Way or other federated campaigns	\$	
Individual contributions	\$	
Fundraising events and products	\$	
Membership income	\$	
In-kind support	\$	
Investment income	\$	
<i>Revenue</i>		
Government contracts	\$	
Earned income	\$	
Other (specify)	\$	
	\$	
Total Income	\$	

<u>Item</u>	<u>EXPENSES</u> <u>Amount</u>	<u>%FT/PT</u>
Salaries and wages (breakdown by individual position and indicate full- or part-time.)	\$	
	\$	
	\$	
	\$	
SUBTOTAL	\$	
Insurance, benefits and other related taxes	\$	
Consultants and professional fees	\$	
Travel	\$	
Equipment	\$	
Supplies	\$	
Printing and copying	\$	
Telephone and fax	\$	
Postage and delivery	\$	
Rent and utilities	\$	
In-kind expenses	\$	
Indirect (up to 10%)	\$	
Other (specify)	\$	
	\$	
Total Expense	\$	
Difference (Income less Expense)	\$	

City of Minneapolis - General Conditions for Contracts over \$50,000

(Revised:2/2015)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. By contracting, the Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any section at the time the parties negotiate the Contract. Some negotiation is possible to accommodate the Consultant's suggestions, but only if the suggestions were indicated in the Proposal.

1. City's Rights

The City reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from commencing the project or any phase of the project and at any time if it is determined that the City was fraudulently induced to enter into the contract.

2. Equal Opportunity and Non-Discrimination Laws

The consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, sub-contractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into the Contract.

3. Insurance

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

The Consultant and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its sub-contractors and 2) the negligence or failure to render a professional service by the Consultant or its sub-contractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) **Network Security and Privacy Liability** insurance for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Electronic Media Liability. Insurance will cover claims that arise from the disclosure of private information from files but not limited to: 1) the errors or omissions of the Consultant, its employees or Sub-contractors and 2) penetration of the Consultant's electronic data network, "firewall" or other security devices by hackers or others. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this contract or the date Consultant commences work, whichever is earlier.

4. Hold Harmless

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the subcontractors and sub-consultant of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in Item 13, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

Assignment or Transfer of Interest

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

5. Subcontracting

The Consultant shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all sub-contractors for sub-contractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

6. General Compliance

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this Contract.

7. Performance Monitoring

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substandard performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

8. Prior Uncured Defaults

Pursuant to City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

9. Independent Consultant

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or sub-contractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Consultant.

10. Accounting Standards

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal

controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

11. Retention of Records

The Consultant shall retain all records pertinent to expenditures incurred under this Contract for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

12. Data Practices

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of the Consultant's sub-consultants or subcontractors retained to provide Services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant must 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.

13. Inspection of Records

Pursuant to Minnesota Statutes Section 16C.05, all Consultant records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota Office of State Auditor or their designees upon written notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

14. Living Wage Ordinance

The Consultant may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](#)", Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the Ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Consultant and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

15. 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.

16. Conflict and Priority

If this Contract was awarded by RFP and in the event that a conflict is found between provisions in this

Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

17. Travel

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City of Minneapolis [Consultant Travel Reimbursement Conditions](#).

18. Billboard Advertising

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

19. Conflict of Interest/Code of Ethics

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

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

20. Termination, Default and Remedies

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay the Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by the Consultant, the City shall pay the Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, 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 the City is determined. The rights or remedies provided for herein shall not limit

the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

21. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

22. 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.

23. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and sub-contractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf. It is the Consultant's and sub-contractor's responsibility to review and understand the requirements and applicability of this ordinance.

City Ownership and Use of Data

The City has adopted an Open Data Policy (“Policy”). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City’s use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant’s subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.