

**CITY OF BROOKLYN PARK AMERICAN RESCUE PLAN ACT (ARPA)
COMMUNITY PARTNERSHIP FUNDING ROUND 2
REQUEST FOR PROPOSALS**

2023 - 2024

Purpose: The American Rescue Plan Act (ARPA) Round 2 Community Funding Opportunity will provide funds to eligible community partners; both businesses and non-profits that are delivering services in identified areas of need particularly to underserved and cultural groups. The city will award funding to a limited number of eligible organizations to implement programs that align with federal ARPA guidelines and city goals. Organizations must show a demonstrated history of programs and activities serving Brooklyn Park or Brooklyn Center residents. Funded activities must take place in the cities of Brooklyn Park or Brooklyn Center and prioritize services to residents in the cities. The City of Brooklyn Park has \$300,000 available for awards and anticipates awarding approximately \$50,000 to six organizations. Additionally, the City of Brooklyn Center has allocated \$95,000 of its ARPA funding for joint workforce development initiatives and Brooklyn Park will award between \$25,000 - \$50,000 to selected applicants on behalf of Brooklyn Center. This Request for Proposals (RFP) is intended to solicit proposals from organizations serving residents in either or both cities, with the funding source chosen by the city of Brooklyn Park.

Funding will be awarded from two sources:

- ARPA/Economic Development Authority – Brooklyn Park: \$300,000
- ARPA – Brooklyn Center *workforce development programs only*: \$95,000

All awards for activities in Brooklyn Park and Brooklyn Center will be contracted through the city of Brooklyn Park.

Eligible recipients: Businesses and non-profit organizations with demonstrated service to residents of Brooklyn Park or Brooklyn Center that meet the below criteria:

- a) Non-profit organizations with a 501 (c)(3) tax exempt status, other nonprofit tax status, or a fiscal agent.
- b) Businesses with an active registration and in good standing with the Minnesota Secretary of State.

Individuals are not eligible, proposals that seek business support for operations are not eligible, and organizations suspended or debarred from receiving federal funds are not eligible.

Eligible uses: Round 2 will fund community partners to implement programs to support residents in several key areas:

- a) youth and senior programs
- b) workforce development, and
- c) economic improvement programs for businesses, organizations, and individuals.

Ineligible expenses: Direct cash assistance including gift cards to individuals or households, research projects, purchases of furniture or equipment unless it is a specific need relating to the delivery of the proposed program, and religious activities are ineligible activities. Direct medical expenses, rental assistance or business expenses not related to program delivery are also ineligible. Additional ineligible expenses are fundraising, lobbying, capital campaigns, political

activity, or activities for private benefit.

Funding available: Awarded contracts will likely be for \$25,000 - \$50,000 per organization and for up to 12 months from the date of the award. We reserve the right to make more awards available if more funds become available and the City is not required to make any awards.

Eligible programs: The ARPA funding requires compliance with Part 200 of the Code of Federal Regulations (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Applicants and staff may need to negotiate program and contracting requirements before an award is granted. Please contact city staff if you have any questions about eligible programs or costs. Below is a nonexclusive list of eligible programs for Round 2 in the city of Brooklyn Park. Funding for Brooklyn Center is limited to use 3b.

- 1) Basic support services, including:
 - a) food assistance (e.g., non-perishable/pre-packaged meals/food from an approved source).
 - b) emergency home repairs, weatherization, or other needs.
- 2) Resource support:
 - a) Navigation support services such as access to social services, counseling and legal aid to prevent eviction or homelessness.
 - b) programs promoting homeownership, outreach to renters, or on-site renter support services.
- 3) Economic Empowerment
 - a) Organizations: technical assistance, counseling, or other services to assist with business planning needs.
 - b) Individuals/Households: Job training/workforce development, particularly for unemployed workers to address negative economic or public health impacts experienced due to a worker's occupation or level of training, and financial literacy for youth and seniors.

For Brooklyn Park awards, some programs or services may be funded by ARPA and others by the Brooklyn Park Economic Development Authority (EDA) Community Partnership Program (CPP).

Overview: The city of Brooklyn Park is offering a second round of funding for community partners that are serving residents in continued response to the negative economic impacts caused by the COVID-19 pandemic, and in continuation of the strategic approach adopted in 2021 to assist impacted residents. This funding is also a response to feedback from community partners that there is a need to continue the work from Round 1. Successful applicants will contract with the city of Brooklyn Park to deliver eligible programs that have been identified as community needs in Brooklyn Park and/or Brooklyn Center. Under this new round of funding, the cities are focusing on key areas that will have long term impact and create economic security for residents.

The cities have determined that eligible costs will include the operation, planning, coordination, delivery, and administration of the approved program. Only those programs and initiatives that are in line with ARPA guidelines and city goals will be funded. Applicants must specify which funds they are seeking – City of Brooklyn Park and/or City of Brooklyn Center workforce development funding. Non-profit applicants may submit reimbursement of up to 10% in indirect costs to cover administrative overhead if allowed and approved by the city.

Background: In March 2021, President Biden signed the American Rescue Plan Act (ARPA) (H.R.

1319) into law. The ARPA provided \$1.9 trillion in relief to respond to the coronavirus (COVID-19) and provided funds directly to local governments to respond to COVID-19 under the State and Local Fiscal Recovery Funds (SLFRF). The City of Brooklyn Park received a total allocation of \$11,052,580 from the SLFRF. Following an engagement process in 2021, the city adopted a strategic approach which included using part of the SLFRF to support community organizations responding to the pandemic.

In 2021-2022, the city allocated \$1.2 million in ARPA funds and \$200,500 from the Economic Development Authority (EDA) Community Partnership Program (CPP) Initiative to support community-based organizations proposing programs in response to the COVID pandemic. The combined \$1.4M provided awards in Round 1 of the ARPA/CPP Community Funding to 41 community-based organizations. In 2022, community-partner work impacted approximately 5,797 residents in a variety of service areas.

The city of Brooklyn Park is continuing the strategic approach adopted in 2021. As part of this Round 2 funding, on July 24, 2023, the Council approved \$250,000 to fund ongoing work for a limited number of organizations from Round 1. The remaining \$300,000 will be awarded in this RFP for proposed eligible programs. An additional \$95,000 from the City of Brooklyn Center's ARPA will be awarded to workforce development initiatives through this RFP.

To know more about how the city of Brooklyn Park has been using ARPA funds, please visit: <https://www.brooklynpark.org/city-finances/american-rescue-plan/>

ARPA Compliance Resources: In 2022, the federal government released the Final Rule which provides guidance on the use of the ARPA funds. Additional resources that guide the use, management, compliance, and reporting requirements of these federal funds are linked below:

- American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) Final Rule
<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>
- Compliance and Reporting Guidance
<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>
- Supplement to the Compliance and Reporting Guidance
https://home.treasury.gov/system/files/136/SLFRF_Treasury-Portal-Recipient-Reporting-User-Guide.pdf

Application Support:

- Technical assistance is available to help organizations complete the application including program rescoping and budgeting. To schedule a virtual or in-person appointment to assist with an application, please contact Felicia Jappah – Project Coordinator, Pandemic Response at felicia.jappah@brooklynpark.org or 763.493.8030.
- Please attend the informational webinar for information on submitting a competitive proposal. See details below in the Important Dates section.
- Please submit all questions to Felicia.jappah@brooklynpark.org. Submit your questions prior to completing and submitting your application.
- Each week after the informational webinar on September 25, 2023, we will update the Frequently Asked Question (FAQ) page located on the city's ARPA webpage.

Important Dates

RFP Release: September 13, 2023

Informational Webinar: September 25, 2023

Webinar: 9:00am (CST); join us via Microsoft Teams for an informational webinar from your smartphone, tablet, or computer for a Teams meeting. [Click here to join the meeting](#)

- The webinar will be recorded and posted at <https://www.brooklynpark.org/city-finances/american-rescue-plan/>.

Proposals Due: Friday October 13 at 5:00pm (CST), Completed proposals must be submitted via email to Felicia Jappah at felicia.jappah@brooklynpark.org

Award Decision: October/November 2023 contract review, selection, and Council approval

Award Decision Communicated: November 2023

Contract Period: Contracts will be for up to a year from the date of execution but must end on or before November 1, 2024.

Proposal evaluation criteria: Proposals will be reviewed, scored, and ranked by a panel of staff and BrookLynk alumni. The review panel will evaluate all eligible submissions received and make a recommendation to the City Council for approval. Please note that the City of Brooklyn Park and the City of Brooklyn Center are not obligated to award any contract and reserve the right to reject any proposal that is incomplete or does not meet eligibility requirement. Applications will be reviewed based on a rubric and points will be awarded based on the response to the questions in the RFP.

Scoring of the proposals will be on a 100-point scale in response to questions around the below criteria:

Criteria	Section response limit	Points available (100)
Organization is located in Brooklyn Park or Brooklyn Center and/or can demonstrate it is uniquely qualified or positioned to provide services to Brooklyn Park or Brooklyn Center residents in a way that prioritizes the needs of our residents	Maximum: 250 words	20 points
Composition of staff and board reflect the community.	Maximum 250 words	10 points
Staff and financial capacity to implement the work.	Maximum 250 words	20 points
Program/workplan plan and expected impact	Maximum 700 words	25 points
How the program responds to the negative impact of the COVID pandemic or supports economic empowerment of residents	Maximum 700 words	25 points

Compliance and reporting requirements: Organizations awarded funding under the

ARPA/CPP community partnership funding opportunity are required to enter into a contract with the city of Brooklyn Park and meet contract stipulations and compliance and reporting requirements prior to and during the term of the contract. Contractors may also be referred to a city funded consultant for reporting and compliance technical assistance.

Each contract will specify financial and program reporting requirements based on the program proposed and activities funded. Reporting requirements may include but not be limited to:

- Performance measures:
 - verifiable report on the number of Brooklyn Park or Brooklyn Center residents or businesses served, including diverse and cultural populations
 - written reports of completed activities, including evidence of completed work
 - summary of successes, challenges, and impact
 - periodic verbal or written progress
 - documentation of intentional outreach to underserved residents in specific areas program areas
 - timely submission of required reports
- Site visits from city staff
- Documentation of expenses such as copies of invoices, receipts, or service provided
- End of program evaluation of key activities for some programs
- Other activities as needed based on performance and contract services

RFP attachments:

- Attachment I: Application Form
- Attachment II: Budget Template
- Attachment III: Program/Activity Template
- Attachment IV: Service Agreement Template (**sample only - do not complete**)

Attachment I. Application form

Organizational information

Organization name: _____
Organization type (e.g nonprofit or business): _____
Organization address: _____

Active Secretary of State Registration? Y N verify at:

<https://mblsportal.sos.state.mn.us/Business/Search>

EIN/Tax ID: _____
Contact name: _____
Contact title/position: _____
Contact phone number: _____
Contact email address: _____
Requested amount: _____
Website _____

Program activities must only occur in Brooklyn Park and/or Brooklyn Center.

Which eligible activity do you plan to provide? (only choose one):

- *Reminder: Brooklyn Center funding is only available for 3b (workforce development activities).*

- 1) Basic support services, including:
 - a) food assistance (e.g., non-perishable/pre-packaged meals/food from an approved source).
 - b) emergency home repairs, weatherization, or other needs.
- 2) Resource support:
 - a) Navigation support services such as access to social services, counseling and legal aid to prevent eviction or homelessness.
 - b) programs promoting homeownership, outreach to renters, or on-site renter support services.
- 3) Economic Empowerment
 - Brooklyn Park Funding – 3a & 3b*
 - Brooklyn Center Funding 3b only*
 - a) Organizations: technical assistance, counseling, or other services to assist with business planning needs.
 - b) Individuals/Households: Job training/workforce development, particularly for unemployed workers to address negative economic or public health impacts experienced due to a worker's occupation or level of training, and financial literacy for youth and seniors.

If you are proposing to provide services under 3b (work force development), please answer the below question.

- Do you plan to serve residents in:
 - Brooklyn Park
 - Brooklyn Center
 - Both Cities

Application narrative

1. Organization overview/history of service/work in Brooklyn Park (and/or Brooklyn Center if you are applying for 3b, work force development funding) (Maximum: 250 words) (20 points).
 - a. Describe how you intend to serve the residents from Brooklyn Park and/or Brooklyn Center (whichever you are seeking funding from).
 - b. What is your competitive advantage in serving residents – what makes you uniquely qualified or positioned to provide services that prioritizes the residents of Brooklyn Park and/or Brooklyn Center?
2. How does the composition of your staff and board reflect your targeted community? (Maximum 250 words) (10 points)
 - a. Describe the resident group that you intend to serve with this funding and indicate if this is a cultural group or an underserved group.
 - b. How does your organization's staff and board reflect that community?
3. Do you have the staff and financial capacity to implement this work? (Maximum: 250 words) (20 points)
 - a. How do you currently track and manage your finances? Indicate your accounting and fund management process including what you use to track your finances, pay for service, or pay vendors.
 - b. This funding is reimbursement based. How will the organization pre-fund program activities? If you are unable to pre-fund program expenses, please explain.
 - c. Is this a new program to be funded only by this award Yes No
 - d. Is this an ongoing program that will benefit from additional funding?
Yes No
4. Program plan and expected impact (Maximum: 750 words) (25 points)
 - a. Describe the need for the program or services your organization is proposing to implement and the service you will provide.
 - b. What are the goals for implementing this program and targeted outcomes? Describe how you will implement the program, what your goals are for proposing this program.
 - In addition to this response, complete the attached Activity Worksheet
 - c. How do you plan outreach to the community – describe your planned outreach efforts/communications/strategy to reach the targeted group and meet your program deliverables.
 - d. Please include a budget using the Budget Template below OR attach your own budget form. Be sure to include additional funding sources and, *where possible, identify if those funding sources use ARPA funds.*

5. Program responds to the negative impact of the COVID pandemic, an identified need, or supports economic empowerment (Maximum: 750 words) (25 points)
 - a. Describe how your proposed program is a response to the negative impact of the pandemic and/or how this program is a need determined by your organization to be a priority for your community served.
 - b. Over the last 3 years, how has your organization responded to alleviating the impacts of COVID-19 in the community you serve? Please include specific programs/activities and verifiable outcomes. If you have not done any work in response to COVID, indicate "*none*".



Attachment II. Budget form

Category	Description	Amount (include calculation if applicable)
Personnel (include name and title)		
Ex. Executive Director John Doe	Ex. Managing contracts, collaborating with partners	Ex. \$75,000/year x .25 time spent on this program: \$18,750
Program Costs		
Ex. Participant tuition	Ex. Student scholarships for training	Ex. \$250 x 8 participants: \$2,000
Administration		
Ex. Office supplies	Ex. Filing folders, pens, paper, etc.	Ex. \$50/month x 12 months: \$600
Materials		
Ex. Marketing materials	Ex. 1000 flyers for distribution	EX. \$30
Other		
Administrative overhead 10%		
Total Amount Requested		

Please list any additional funding sources for this program and indicate if that source is using ARPA funds.

Funding source	Amount	Status (committed or pending)	ARPA funds (yes, no, unsure)
Ex. Minneapolis Foundation	Ex. \$10,000	Ex. committed	Ex. No

Attachment III. Activities Form

Please complete this form with the program you are proposing. Provide activities for program implementation, a schedule, expected outcomes, how you will measure outcomes and track BP residents served. Tracking Brooklyn Park and Brooklyn Center residents using these funds is a requirement. Please indicate what systems you have of tracking residents served. If you have any questions, please contact Felicia Jappah at 763.493.8030 or felicia.jappah@brooklynpark.org.

Program Activity	Schedule of Activities: (how often activity will occur during contract term)	Expected measurable outcome – what is the anticipated result of the activity?	Number of residents served	Indicate location of activity Brooklyn Park and/or Brooklyn Center	Tracking method (sign in, client forms, software)
Activity 1					
Ex. Business Technical Support	Ex. 1 event per week	Ex. Clients gain knowledge in accounting software as reported on client evaluation forms at end of trainings	Ex 5 businesses per week	Ex: Brooklyn Park or address, if known	Ex. Business name, person served, and location of business as reported on client form
Activity 2					

Attachment IV. Service Agreement Template (SAMPLE - DO NOT COMPLETE)

ARPA FUNDING OPPORTUNITY SERVICES AGREEMENT

THIS ARPA FUNDING OPPORTUNITY SERVICES AGREEMENT (this "Agreement") is entered into as of ____, by and between the city of Brooklyn Park, a public body corporate and politic under the laws of the State of Minnesota ("City"), and _____, a Minnesota [corporation/nonprofit corporation] ("Contractor").

RECITALS

WHEREAS, the U.S. Department of the Treasury ("Treasury") has allocated to the City of Brooklyn Park ("City") \$11,052,580.00 of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 ("ARPA Funds") under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA");

WHEREAS, ARPA authorizes ARPA Funds to be used for the following purposes as outlined in the Final Rule as follows:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (4) To make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the City has elected to take the "standard allowance" under Treasury's Final Rule, allowing the City to use up to \$10,000,000 of its ARPA Funds for the provision of government services;

WHEREAS, the City authorized \$_____ of ARPA Funds for the purpose of partnering with community organizations to address the public health emergency and its negative economic impacts;

WHEREAS, on _____ the City published a request for proposals that respond to the public health emergency or negative economic impacts caused by the COVID-19 pandemic and successful proposers would enter into an agreement with the City to provide identified services;

WHEREAS, the Contractor's proposal has been chosen and the Contractor has agreed to provide the services which are described in Exhibit A ("Contracted Services"), which is incorporated herein by reference;

WHEREAS, the City has authorized \$ _____ of its ARPA Funds for the purpose of funding the Contractor's Contracted Service; and

WHEREAS, the City and Contractor desire to enter into this Agreement so that the City may provide ARPA Funds for Contracted Services as allowed under the Final Rule.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. Effective Date And Term. This Agreement shall govern the performance of the parties for the period commencing at the date of execution of this agreement (the "Effective Date") through _____ unless earlier terminated by either party in accordance with the terms of this Agreement.
2. Funds. The City agrees to provide the Contractor with a total sum not to exceed _____ and 00/100ths dollars (\$ _____) for the provision of the Contracted Services.
3. Description of Services. The Contracted Services are detailed in Exhibit A, the Contractor shall not enter into any subcontract for performance of any of the Contracted Services without the prior written approval of the City and subject to such conditions and provisions as the City may deem necessary or desirable at its sole discretion.
4. Payment of Funds; Reimbursement Period. Contractor will be paid in accordance with the process established in Exhibit A. Except for an initial payment of up to _____ dollars (\$\$) ("Initial Payment"), if requested by the Contractor and after meeting with a Compliance Consultant as described in Section 5, the City agrees to reimburse Contractor for Contracted Services actually incurred by Contractor in accordance with Section 3, in an amount not to exceed \$ _____ ("Total Agreement Funds"). Contractor may submit for reimbursement expenses for Contracted Services as detailed in Exhibit A.
5. Requirement to Work With Compliance Consultant. The City has entered into separate agreements with outside consultants to perform certain accounting and compliance work for the City ("Compliance Consultant"). Contractors will be required to work with a Compliance Consultant if: i) Contractor requests to receive an Initial Payment, as described in Section 4; and/or ii) the City, at its sole discretion, determines it is in the best interest of the City that the Contractor work with Consultant. Contractor's may voluntarily work with Compliance Consultants. City-required or voluntary work with a Compliance Consultant will be paid for by the City for up to 10 hours of Compliance Consultant work hours.
6. Suspension and Debarment. Contractor represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts. Contractor further agrees that it will notify the City immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.
7. Financial and Other Reports. Contractor shall submit to the City such reports and data as may be required by the City, Treasury, or any other entity with authority over the reporting

of ARPA Funds, including, without limitation, such reports in accordance with the schedule in Exhibit A.

8. Improper Payments. Any item of expenditure by Contractor under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the city of Brooklyn Park, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Contractor, shall become the Contractor's liability, to be paid by Contractor from funds other than those provided by the City under this Agreement or any other agreements between the City and Contractor.
9. Termination. If the Contractor fails to perform any of the provisions of this Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. If the default is for improper payments, as provided in Section 8, the City may immediately terminate or cancel this Agreement upon written notice to the Contractor and demand repayment in full of the funds that have been improperly spent. In all other instances, unless the Contractor's default is excused in writing by the City, the City may terminate this Agreement if Contractor defaults under the terms of this Agreement and does not cure the default within thirty (30) days after written notice of the default. Additionally, failure to comply with the terms of this Agreement shall be just cause for the City to delay payment until the Contractor complies with all the requirements of this Agreement. In the event of a decision to withhold payment, the City shall furnish written notice to Contractor. If this Agreement expires or is cancelled or terminated by either party, at any time, the Contractor shall not be entitled to any payment, fees or other monies.
10. Independent Contractor. Each party under the Agreement shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Contractor shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the City for any purpose.
11. Indemnification. The Contractor agrees to defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Contractor, its officers, directors, employees, and/or agents relating to the Contractor's performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.
12. Insurance. The Contractor shall maintain reasonable insurance coverage throughout the term of this Agreement, as determined by the City. The Contractor agrees that before any work related to the approved Services can be performed, the Consultant shall maintain at a minimum, or receive a waiver from, the following:
 - (i) Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181, subd. 2, if applicable.

- (ii) Commercial General Liability in an amount of not less than \$1,500,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,500,000.00 per occurrence for property damage.

To meet the Commercial General Liability requirement, the Contractor may use a combination of Excess and Umbrella coverage. The Contractor shall provide the City with a current certificate of insurance for the amounts identified in this Section 12. Such certificate of liability insurance shall list the City of Brooklyn Park as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless thirty (30) days' written notice is provided to the City, or ten (10) days' written notice in the case of non-payment.

- 13. Compliance with Laws, Guidelines. The Contractor shall comply with all federal, state, and local laws, rules, City program requirements currently in force or later enacted regarding use of ARPA funds. Because the source or partial source of funds under this Agreement is from federal monies or from a federal source, the Contractor is bound by and shall comply with applicable law, rules, regulations, applicable documentation or other directives relating to the source and utilization of such funds including but not limited to applying for funds for expenses that have been or will be reimbursed under any federal, county, state, or other local government program.
- 14. Data Privacy And Security. Contractor, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("MGDPA") and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality or security of data.
- 15. Maintenance and Audit of Records. Subject to the requirements of Minnesota Statutes § 16C.05, subd. 5, the City, the State Auditor, or any of their authorized representatives which may include other independent financial analysts at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to request submission of documentation, examine, audit, excerpt, and transcribe any books, documents, papers, records, or other data, which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.
- 16. Notices. All notices, demands, or other communications required in the Agreement shall be effective: (i) if given personally, upon receipt; (ii) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (iii) if mailed by certified mail, postage prepaid, return receipt requested. The following addresses, emails, and contact persons may be changed by any party upon proving notice to the other parties:

As to the City: City of Brooklyn Park
 5200 85th Avenue North
 Brooklyn Park, MN 55443
 Attn: (Contract Manager) _____
 Email: _____

As to the Contractor: [XXX]
 [XXX]
 Attn: _____
 Email: _____

17. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
18. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
19. Time. Time is of the essence in this Agreement.
20. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification, Improper Payments, and Maintenance and Audit of Records.
21. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
22. Non-Discrimination. Contractor shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.
23. ADA Compliance. Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.). If any claim of disability discrimination is made against the Contractor, the Contractor must immediately provide notice of such claim to the City.
24. Governing Law. The Agreement will be governed in all respects by the laws of the state of Minnesota, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Hennepin County.
25. Non-Waiver. No failure on the part of the City to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the City of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the City at law or in equity.

26. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
27. Assignment. The Contractor shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the City.
28. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Contractor for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
29. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.
30. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
31. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.
32. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.
33. Notice of Public Events. Contractor shall provide the City with information related to any public event funded, in whole or in part, using Agreement. Funds.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officer as of the day and year first written above.

**CITY OF BROOKLYN PARK
(CITY)**

(CONTRACTOR)

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

CONTRACTED SERVICES AGREEMENT

List of Exhibits

<u>Exhibit A</u>	CONTRACTED SERVICES AND REQUEST FOR FUNDS
<u>Exhibit B</u>	REVISED SCOPE DOCUMENT

Exhibit A

CONTRACTED SERVICES AND REQUEST FOR FUNDS

Contracted Services

The Contractor submitted a proposal in response to the City's Request for Proposals for services that respond to the public health emergency or negative economic impacts caused by the COVID-19 pandemic. The Contractor's revised scope document is attached to this Agreement as Exhibit B.

The scope of services in Exhibit B have been identified as the Contractor Services that will be performed by the Contractor.

Reimbursement requests must be made in accordance with the Request for Payment process outlined below.

Requests for Payment

Contractor shall perform all Contracted Services hereunder to the satisfaction of City, in accordance with the provisions herein, and in compliance with applicable law. If City determines that Contractor has not complied with the foregoing, City shall not have any obligation to pay Contractor for the non-complying services.

1) Initial Payment

No advance payments will be made under this Agreement except for, if applicable, the fixed payment amount, as described in Agreement Section 4, and issued to Contractor as set forth below:

One (1) payment upon execution of the Agreement in the amount of five thousand dollars (\$ _____) ("Initial Payment").

Contractor shall submit an invoice to the city and, if applicable, evidence of spending, after receipt of the Initial Payment at time of reporting. This must be in a format approved by the City providing proof that the Initial Payment was used for Contracted Services. If the Initial Payment invoice is not submitted or is submitted late, scheduled payments may be late or may not be generated by City.

Should the City determine that the initial payment was used for expenses that are not defined as Contracted Services the City may immediately terminate the Agreement and demand repayment of the misspent funds or may reduce future reimbursements by the amount determined to be misspent.

2) Payments for Contracted Services

Except for the initial payment, all subsequent payments from the City to the Contractor shall be made on a reimbursement basis after the Contractor provides proof, in a form acceptable to the City, that the Contractor has incurred eligible expenses for Contracted Services, as provided in this Exhibit A.

Payments shall be made pursuant to the provisions herein and the City's then applicable payment policies, procedures, rules and directions. City is not responsible for remedying fraudulent or unauthorized payments requested in Contractor's name.

Failure to comply with the provisions of this Agreement shall be just cause for delaying payment until Contractor is in compliance. In the event of a decision to withhold payments, City shall furnish prior written notice to Contractor.

Contractor shall not invoice for services not identified under the Agreement and in this Exhibit A.

The City will provide payments under the Agreement after Contractor performs the actions below (“Request”):

- To make a Request, Contractor must submit proof of expenses incurred in the performance of Contracted Services under this Agreement that the City determines is sufficient to authorize disbursement of funds upon receipt and approval of a Request.
- Requests shall not be expenses reimbursed by any other funding source, including federal or state funds (e.g. no double dipping).
- Contractor’s may make Requests up to once per month. Quarterly requests must be made to the City on the following schedule and must include Requests covering all expenses incurred in the previous quarter that have not already been reimbursed:
 - _____, covering outstanding expenses incurred between date of award and _____
 - _____, covering outstanding expenses incurred between _____ and _____
 - _____, covering outstanding expenses incurred between _____ and _____
 - _____, covering outstanding expenses incurred between _____ and June _____
- Requests must include a brief summary of the work performed since the previous Request and must include data on the number of Brooklyn Park residents served.
- A final report is due following the completion of all activities identified in Exhibit B. Activities may be completed any time within one year of the contract execution date.

City will make payment within sixty (60) days from receipt of the Request. If the Request is incorrect, defective, or otherwise improper, City will notify Contractor within ten (10) days of receiving the incorrect Request. Upon receiving the corrected invoice from Contractor, City will make payment within sixty (60) days.

Failure to provide any of the required documentation may result in the withholding and/or nonpayment of all or a portion of the request, and termination of the Agreement.

Exhibit B

Note: this will be the scope of service document completed by each contracted organization

Questions

If you have any questions, please contact Felicia Jappah Project Coordinator –
Pandemic Response, at 763.493.8030 felicia.jappah@brooklynpark.org.