



Request for Proposals

Rebranding Golden Valley

Due Date: February 6, 2026, 4:30 pm CST

Name: Cheryl Weiler, Communications Director

Contact Email: cweiler@goldenvalleymn.gov

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Part One. Overview

1.1 City Overview

The City of Golden Valley is a first-ring suburb of Minneapolis, MN. With a population of approximately 22,700, residents enjoy the small-town charm of a community with access to big-city resources, excellent schools, neighborhoods with array of housing options, and an abundance of parks, trails, and open space. **Appendix A.**

1.2 Project Purpose

Golden Valley is seeking proposals from qualified companies to provide brand development services and perform the functions outlined in the scope of work and deliverables in Part Two.

The purpose of this project is to develop a new brand identity and story that embodies the mission, vision, and values of the City of Golden Valley. This initiative aligns with the City Council's 2030 Strategic Directive (Community Affairs Directive 1.4):

Strengthen community identity through a sharpened brand, more community gatherings, and effective communication.

1.3 Project Background

While the City of Golden Valley's brand is defined by its governance style and delivery of high-quality services, the physical presentation of that brand developed grass-roots-style over the years without proper market research or a brand identity framework. The stylized V used in the City logo is the result of a community design contest during the 1970s. Its use with the City name, along with associated color palettes, has been refined and updated by staff members throughout the following decades.

As the City moves forward with modernizing its core service operations, it needs a refreshed brand that:

- portrays a community identity based on its unique attributes and distinctive culture
- is authentic, relevant, and resonates with residents, businesses, employees, and community groups
- promotes community and economic development to attract and retain residents and businesses
- markets Golden Valley locally, regionally, and nationally as a great place to live, work, play, and do business
- can be adapted to meet varied municipal functions
- is flexible enough to grow and evolve to reflect market changes

1.4 Project Schedule

Upon awarding the contract, the City anticipates a six-month project timeline, with a goal to complete all work between March 18, 2026 and October 31, 2026.

1.5 Budget

The City has budgeted \$70,000 for this project. The City's expectation is that all costs for services are reasonable, ethical, and align with City's values.

Part Two. Scope of Work and Deliverables

Respondents who cannot provide all the services must clearly note which services would not be provided.

2.1 Mandatory Services and Deliverables

Phase I: Kick Off

Consultant will:

- work with City to solicit community Steering Committee members
- host kick-off meeting with the internal project team and a community kick-off at the State of the City in late March or April 2026

Phase II: Research & Analysis

Consultant will:

- conduct formal, quantitative research and informal, qualitative research, including reviewing previous City projects (Downtown Studies, Brookview branding work, community surveys, community input reports, etc) and creative community engagement
- host focus groups, conduct surveys, interviews, etc
- assess current branding and existing creative assets, including logos, brand platforms, color palettes, and design
- provide a report capturing input from all research, analysis, and assessments
- provide budget recommendations for phased implementation costs, including recommendation on 2027 budget allocation

Phase III: Creative Concept & Design Development

Consultant will develop a minimum of three versions of:

- branding options for logos, color palettes, straplines, and varied visual elements as outlined, with two rounds of revisions
- messaging, theme, and story ideas as outlined, with two rounds of revisions

The steering committee will review the options and make a recommendation to the City Council for approval.

Phase IV: Implementation and Ongoing Management

Consultant will present final report to City Council, including branding guide and rollout plan.

Final Deliverables will include:

- selected brand elements with a brand standards guide directing proper and consistent use for:
 - print and electronic marketing
 - website design
 - media placement
 - public relations
 - outdoor signage
 - vehicles
 - apparel and single-color applications
 - community partner branding options
- a brand identity implementation matrix and maintenance plan
- recommendations to articulate the brand, define markets and promotional avenues, and better promote and create brand awareness
- presentations at the conclusion of each project phase
- a final written report outlining project details
- a plan for ongoing evaluation of the brand's effectiveness and reporting results to stakeholders, including:
 - surveying individuals regarding effectiveness of brand roll out
 - benchmarking questions for the community survey regarding brand awareness and impact

2.2 Additional Services

Consultant may include information regarding additional services. Consultant must list additional services and associated costs separately.

Part Three. Questions

Any questions about this RFP must be received no later than **January 30, 2026 at 4:30 pm CST**. Email all questions to: Cheryl Weiler, Communications Director (cweiler@goldenvalleymn.gov; 763-593-8004.

All questions and answers will be posted as an amended RFP on the City's webpage by **February 2, 2026**.

Part Four. Proposal Content and Format

Proposals must be typewritten and include all the following sections below.

4.1 Cover Letter

Introduce organization, including mission, values, and commitment to a diverse and welcoming environment for all. Cover should also include relevant services and background, main contacts, and their qualifications and experiences.

4.2 Scope of Work and Timeline

Include an overview of consultant’s approach to services and deliverables as described within Sections 2.1 and 2.2.

Provide a timeline for each phase of the project scope outlined in Sections 2.1 and 2.2.

4.3 Fee Schedule

Include all costs associated with scope of services in an understandable form and identify all fees on a not-to-exceed basis. Provide cost breakdowns for each phase of the project scope outlined in Sections 2.1 and 2.2. Consultant must explicitly state which costs are included, and which are to be reimbursed.

4.4 References

Provide three references for organizations that have worked with consultant for similar services in the most recent three years. Include the name of the organization, the characteristics of the community, including population and demographics of the community, and the name and contact information (email/phone) for each reference. Please highlight specifically government-related experiences. Please include URL examples.

4.5 Additional Questions

- Describe how you would balance the required functionality of a municipal brand with the addition of including a marketing focus.
- Describe your company’s process for conducting community engagement.
- Explain the process your company will use to provide design mockups and to arrive at a final design.
- If the City selects your company to lead the branding process, what percent of the development work will be done by your internal staff and what percent will be done through subcontracted work?

Part Five. Submitting Proposals

All proposals must be received no later than **February 6, 2026, at 4:30 pm CST**. The City will not consider late proposals.

Part Six. Review Process and Timeline

The City intends to follow the schedule outlined below and reserves the right to adjust the schedule to meet the needs of the City and its impacted parties:

Process Step	Date
Issue RFP	01/20/2026
Questions due	01/30/2026
Responses to questions posted	02/02/2026
Proposals due	02/06/2026
Evaluation committee selections	02/13/2026

Interviews/presentations	02/17/2026
Selection of consultant	02/20/2026
City Council considers contract	03/17/2026

Part Seven. Evaluation and Selection

The City will evaluate the information provided by the responding organization. Qualifying proposals that meet the mandatory submission requirements will be forwarded to the evaluation committee. If a responding organization does not meet the mandatory requirements, they will be notified of their disqualification.

7.1 Evaluation Committee

The evaluation committee will consist of representatives of the City of Golden Valley and may include appointed officials, elected personnel, community members, and other impacted parties.

7.2 Evaluation Criteria

The evaluation committee will review each proposal and evaluate based on the following:

Evaluation Criteria	Description	Weight
Project approach	Demonstrates strong understanding of project objectives	20%
Alignment with City	Organization demonstrates alignment with the City's approach, values, and welcome statement	15%
Approach and methodology	Demonstrates ability to complete the project and provide deliverables as outlined in the City's project scope of work	15%
Experience and qualifications	Demonstrates how qualifications of project team led to successful outcomes	15%
Cost proposal	Demonstrates that overall cost for services is fair, equitable, and of market-value	15%
Proposal overview	Demonstrates high overall quality of proposal including organization, completeness of response, and demonstrated writing skills	10%
Timeline	Demonstrates ability to meet or closely meet the City's proposed project timeline	10%

7.3 Presentation/Interview

The evaluation committee will notify qualified applicants of their status in the process. All successful applicants will be notified by email and may be requested to complete an interview or presentation. Interviews may take place in-person or virtually. Presentations will be evaluated based on the following:

Evaluation Criteria	Description	Weight
Initial proposal	Proposal scores as outlined under section 7.2	50%

Interview/presentation	Demonstrated responsiveness to evaluation committee	30%
Final cost proposal	Final review of cost for services	20%

7.4 Final Selection

The evaluation committee will make the final selection and notify all organizations of the outcome. All services in the amount of \$20,000 or more must be approved by the City Council.

Part Eight. Additional Information

8.1 Contract Award

The evaluation team will make a recommendation to the City Council for awarding the contract. Final approval of the contract rests with the City Council.

8.2 Contract

The City reserves the right to negotiate the final terms and conditions of the contract, including award amount. If the City and a company are unable to agree upon the entire contract, the City may discontinue negotiations, select another company or reject all of the proposals. The successful company shall execute a contract with the City within ten days after receipt.

8.3 Appeals Process

Protests of the award must be made in writing and must specifically state your grievance. All protests must be filed with City Clerk Theresa Schyma within 10 calendar days after issuance of notice to award.

8.4 Rights of Review

The City reserves the right to reject any or all proposals or to request additional information. This RFP shall not commit the City to engage any company for the services described in this RFP.

8.5 Confidential Material

All materials submitted in response to this RFP will become public record, unless categorized as private, confidential, non-public, or protected non-public under the Minnesota Government Data Practices Act ("Protected Materials"). Unrestricted disclosure of proprietary information places it in the public domain. If you believe any of your materials are Protected Materials, you must submit those materials in a separate envelope marked "Confidential Disclosure," along with a cover letter explaining why you believe the materials are Protected Materials. The City will review the materials and approve or deny your request for confidentiality. If the City denies your request for confidentiality, the review team will notify you and you may withdraw the entire proposal, remove the materials, or include the materials in the non-confidential portion of your submission. Cost, pricing information, and the total proposal amount are public data under the MGDPA. Any costs to preserve Protected Materials shall be your responsibility.

8.6 Response Ownership

All proposals become the property of the City upon receipt. Selection, rejection, or disqualification of a proposal shall not affect this right.

8.7 Contract Ethics

No elected official or employee of the City who exercises any responsibilities in the review, approval or implementation of the proposal shall participate in any decision which affects his or her direct or indirect financial interests. It is a breach of ethics for any person to offer, give or agree to give any City employee or Council Member or for any City employee or Council Member to solicit, demand, accept or agree to accept from another person or firm, a gratuity or an offer of employment. The company shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City. The company shall not accept any private client or project which, by nature, places it in ethical conflict during its representation of the City.

8.8 Reporting, Insurance, and Financial Liability Limitations

The successful company will report to the City Manager or their designee. The contract manager will work with the Communications Director to audit billings, approve payments, establish the schedule and oversee the execution of the contract.

The City shall not be liable for any expenses incurred by the company, including but not limited to, expenses associated with the preparation of the proposal, attendance at the interview, preparation of a compensation schedule, or final contract negotiations.

Prior to any work being performed, the successful company shall provide a statement certifying that they have conducted the required background checks, as well as a certificate of insurance, including all coverage required in the contract (Appendix B, Paragraph 8).

8.9 Equal Opportunity

The City requires equal opportunity; therefore, the company selected shall not discriminate under the contract against any person in accordance with federal, state, and local regulations and with City policy.

The City of Golden Valley does not discriminate on the basis of race, color, creed, national origin, sex, religion, age, sexual orientation, gender, marital status, status with regard to public assistance, membership on a local human rights commission, disability, or any other basis protected by law in the admission or access to or treatment of employment, program, activities or services.

Appendix A: City Overview

Incorporated in 1886, Golden Valley is a thriving, fully developed first-ring suburb just west of Minneapolis, in the heart of the Twin Cities Metro Area. Its 10.5 square miles is home to approximately 22,700 residents who enjoy the small-town charm of a community with big-city access. It is also home to major employers such as General Mills, Allianz, and Pentair, which provide over 30,000 jobs. With excellent schools, more than 1,100 acres of parks and open space, more than 50 miles of trails, and well-kept neighborhoods with an array of housing options, Golden Valley truly lives up to its designation by Westopolis, the community's destination marketing organization, as "Minnesota's Sweet Spot."

Mission

The City of Golden Valley delivers high-quality, responsive services to ensure the community remains a vibrant and welcoming environment in which to live, work, and play.

Vision

Golden Valley strives to creatively connect people and places, preserve and enhance community resources, and nurture opportunities for all.

About Golden Valley

The City is a Plan B statutory City with a City Council/City Manager form of government. The City Council consists of a Mayor and four Council Members elected at-large. All policy and legislative decisions are the responsibility of the Council. The City Manager is responsible for hiring and managing City staff and carrying out the policies of the Council.

Golden Valley takes pride in being a welcoming community, and its governance is guided by defined values, vision, mission, and organizational priorities (Strategic Development & Redevelopment, Effective Governance, Infrastructure Maintenance & Enhancement, Financial Wellness, and Community Affairs).

Golden Valley's [2030 Strategic Directives](#) outline the City Council's objectives for the future with the goal cultivating stronger communities and ensuring sustainable growth while enhancing quality of life for residents and businesses.

Appendix B: Professional Services Agreement (Template)

PROFESSIONAL SERVICES AGREEMENT FOR

THIS AGREEMENT is made this Choose Date ("Effective Date") by and between [Contractor Name] a State Company Type with its principal office located at [address] ("Contractor"), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the "City"):

RECITALS

- A. Contractor is engaged in the business of providing [Description of Services].
- B. The City desires to hire Contractor to provide [Description of Services] services.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested services.
- D. The City desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the City and Contractor agree as follows:

AGREEMENT

1. **Services.** Contractor agrees to provide the City with the services as described in the attached **Exhibit A** (the "Services"). **Exhibit A** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
2. **Time for Completion.** The Services shall be completed on or before _____, provided that the parties may extend the stated deadlines upon mutual written agreement. This Agreement shall remain in force and effect commencing from the Effective Date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement.
3. **Consideration.** The City shall pay Contractor for the Services according to the terms on the attached **Exhibit B**. The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty-five (35) days after Contractor's statements are submitted.
4. **Termination.** Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows:
 - a. The parties, by mutual written agreement, may terminate this Agreement at any time;

- b. Contractor may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City;
- c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
- d. The City may terminate this Agreement immediately upon Contractor's failure to have in force any insurance required by this Agreement.

In the event of a termination, the City shall pay Contractor for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

5. Amendments. No amendments may be made to this Agreement except in writing signed by both parties. The City's authorized agent, may on behalf of the City, administratively approve amendments that do not materially change the scope of work or increase the contract price. Any amendments that materially change the scope of work or increase the contract price shall require council approval.

6. Remedies. In the event of a termination of this Agreement by the City because of a breach by Contractor, the City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. These remedies provided to the City for breach of this Agreement by Contractor shall not be exclusive. The City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach.

7. Records/Inspection. Pursuant to Minnesota Statutes § 16C.05, subd. 5, Contractor agrees that the books, records, documents, and accounting procedures and practices of Contractor, that are relevant to the contract or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. Contractor shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

8. Indemnification. To the fullest extent permitted by law, Contractor, and Contractor's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Contractor's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct by Contractor, or arising out of Contractor's failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation of liability to which the City is entitled. The parties agree that these indemnification obligations shall survive the completion or termination of this Agreement.

9. Insurance. Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved project can be performed, Contractor shall maintain at a minimum: Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181; Business Auto Liability in an amount not less than \$1,000,000.00 per occurrence; Professional Liability in an amount not less than \$1,000,000.00 per claim; and Commercial General Liability in an amount of not less than \$1,000,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,000,000.00 per occurrence for property damage, \$2,000,000.00 aggregate. To meet

the Commercial General Liability and Business Auto Liability requirements, Contractor may use a combination of Excess and Umbrella coverage. Contractor shall provide the City with a current certificate of insurance including the following language: "The City of Golden Valley is named as an additional insured with respect to the commercial general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days' written notice is provided to the City, or 10 days' written notice in the case of non-payment.

10. Subcontracting. Neither the City nor Contractor shall assign, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent Contractors, associates, and subcontractors, as it may deem appropriate to assist it in the performance of the Services required by this Agreement. Any instrument in violation of this provision is null and void.

11. Assignment. Neither the City nor Contractor shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void.

12. Independent Contractor. Contractor is an independent contractor. Contractor's duties shall be performed with the understanding that Contractor has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. Contractor shall provide or contract for all required equipment and personnel. Contractor shall control the manner in which the services are performed; however, the nature of the Services and the results to be achieved shall be specified by the City. The parties agree that this is not a joint venture and the parties are not co-partners. Contractor is not an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided in this Agreement. All services provided by Contractor pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

13. Compliance with Laws. Contractor shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Contractor agrees to provide the Services. Contractor's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment and tobacco, drug, and alcohol use as defined in the City's Respectful Work Place Policy, and Tobacco, Drug, and Alcohol Policy, as well as all other reasonable work rules, safety rules, or policies, and procedures regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Contractor agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

14. **Entire Agreement.** This Agreement, any attached exhibits, and any addenda signed by the parties shall constitute the entire agreement between the City and Contractor, and supersedes any other written or oral agreements between the City and Contractor. This Agreement may only be modified in a writing signed by the City and Contractor. If there is any conflict between the terms of this Agreement and the referenced or attached items, the terms of this Agreement shall prevail. If there is any conflict between Exhibits A and B, the terms of Exhibit B shall prevail.

15. **Third Party Rights.** The parties to this Agreement do not intend to confer any rights under this Agreement on any third party.

16. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

17. **Conflict of Interest.** Contractor shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of interest, Contractor shall advise the City and, either secure a waiver of the conflict, or advise the City that it will be unable to provide the requested Services.

18. **Work Products and Ownership of Documents.** All records, information, materials, and work product, including, but not limited to the completed reports, data collected from or created by the City or the City's employees or agents, raw market data, survey data, market analysis data, and any other data, work product, or reports prepared or developed in connection with the provision of the Services pursuant to this Agreement shall become the property of the City, but Contractor may retain reproductions of such records, information, materials and work product. Regardless of when such information was provided or created, Contractor agrees that it will not disclose for any purpose any information Contractor has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. Notwithstanding the foregoing, nothing in this Agreement shall grant or transfer any rights, title or interests in any intellectual property created by Contractor prior to the effective date of this Agreement; however, to the extent Contractor generates reports or recommendations for the City using proprietary processes or formulas, Contractor shall provide the City (1) factual support for such reports and recommendations; (2) a detailed explanation of the method used and data relied upon to arrive at the recommendation; and (3) a detailed explanation of the rationale behind the methodology used. All of the obligations in this paragraph shall survive the completion or termination of this Agreement.

19. **Agreement Not Exclusive.** The City retains the right to hire other professional Contractor service providers for this or other matters, in the City's sole discretion.

20. **Data Practices Act Compliance.** Any and all data provided to Contractor, received from Contractor, created, collected, received, stored, used, maintained, or disseminated by Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Contractor agrees to notify the City within three business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Contractor to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations shall survive the termination or completion of this Agreement.

21. Confidentiality. Contractor understands that the City has access to, develops, and uses private, confidential, nonpublic, and protected nonpublic information, as those terms are defined by the MGDPA, in connection with its business (collectively, "Confidential Information"). The City has instituted policies and procedures to protect and safeguard this Confidential Information. While working for the City under this Agreement, Contractor may come into contact with Confidential Information. Contractor understands that the protection of Confidential Information is required by law and is a requirement of their relationship with the City. Accordingly, Contractor agrees as follows:

21.1 During the term of this Agreement and after the termination of Contractor's relationship with the City: (a) Contractor will keep secret all Confidential Information and will not directly or indirectly disclose it to anyone outside the City; (b) Contractor will not make use of any Confidential Information for their own purposes or for the benefit of anyone other than the City; and (c) upon termination of Contractor's relationship with the City, Contractor will promptly deliver to the City all memoranda, notes, records, and other documents (and all copies thereof) constituting or relating to Confidential Information.

21.2 If Contractor breaches or threatens to breach any provisions of paragraph 19.1, the City has the right to enforce this Agreement in any court having jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

21.3 This Agreement is not intended to prevent Contractor from working for any employer subsequent to the termination of their relationship with the City, as long as Contractor does not use or disclose Confidential Information.

22. No Discrimination. Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, gender, gender identity, gender expression, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with the Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Contractor or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Contractor shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Contractor agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

23. Authorized Agents. The City's authorized agent for purposes of administration of this contract is _____, the _____ of the City, or designee. Contractor's authorized agent for purposes of administration of this contract is _____, or designee who shall perform or supervise the performance of all Services.

24. Notices. Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

CONTRACTOR

THE CITY
[Name]
City of Golden Valley
7800 Golden Valley Road
Golden Valley, MN 55427

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

25. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

26. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

27. **Payment of Subcontractors.** Contractor agrees that it must pay any subcontractor within 10 days of the prime contractor's receipt of payment from the City for undisputed Services provided by the subcontractor. Contractor agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorneys' fees, incurred in bringing the action.

28. **Publicity.** At the City's request, the City and Contractor shall develop language to use when discussing the Services. Contractor agrees that Contractor shall not release any publicity regarding the Services or the subject matter of this Agreement without prior consent from the City. Contractor shall not use the City's logo or state that the City endorses its services without the City's advanced written approval.

29. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

30. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Contractor, described in this Agreement, personally.

31. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.

32. **Recitals.** The City and Contractor agree that the Recitals are true and correct and are fully incorporated into this Agreement.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the City and Contractor have caused this Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

[INSERT CONTRACTOR NAME]:

By: _____

Name: _____

Title: _____

CITY OF GOLDEN VALLEY:

By: _____

Roslyn Harmon, Mayor

By: _____

Noah Schuchman, City Manager

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
FEE SCHEDULE