

**COVID-19 EMERGENCY  
County Manager Request for Signature Form – Over \$10,000**

<b>Request for Signature</b>	
1. Type of document	Professional Services Agreement
2. Aspen PO/contract/document number	WFS-CARES-097
3. Original contract number	WFS-CARES-097
4. Contractor or grantor name	Evangelist Temple House of Refuge Outreach Ministries
5. Contractor Aspen ID # and CERT SVN and/or DUN #	
6. Requesting business unit/s	JTPA
7. Authority (required - DO NOT leave blank)	Admin Code:
	Resolution Number: <b>B2020-114</b>
8. Program/project/service/grant name	Community Career Labs Workforce for Hmong and Spanish Speaking Residents
9. Brief description of goods, services or grant duties (will be used for the County Board monthly contract report)	Community Career Labs Workforce for Hmong and Spanish Speaking Residents.
10. Original contract start date	September 15, 2020
11. Original contract end date	December 30, 2020
12. Amendment number and amendment start date	NA
13. Amendment end date	NA
14. Contract type	PSA
15. Original contract amount	\$108,497.00
16. Previous amendment(s) total	NA
17. Amendment amount	NA
18. New total contract value	NA
19. Funding string	
Funding source	
20. Revenue agreement budgeted amount	
21. County contact and phone number	Kristi Cobbs 651-262-6393
22. Signatures	
Department Preparer	Karen Bollinger Date: 9/17/2020
Department Director	Ling Becker Date: 9.22.20
Finance Analyst	Melody Santana-Marty Date: 9-22-20
Attorney	Stacey D'Andrea Date: 9/22/20

## **Professional Services Agreement**

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Workforce Solutions, 2266 2nd Street N., North St. Paul, MN 55109 ("County") and Evangelist Temple House of Refuge Ministries, 1973 Geneva Avenue, Suite #1985, Oakdale, MN 55128, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

### **1. Term**

#### **1.1.**

The original term of this Agreement shall be from September 23, 2020 through December 30, 2020 and may be renewed for up to one (1) additional one-year period.

The full term of this agreement (including renewals) is 1 year(s), 3 month(s) and 7 day(s).

#### **1.1.1.**

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

### **2. Scope of Service**

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

#### **2.1.**

The COVID-19 pandemic has impacted employment and learning opportunities for Ramsey County residents. Ramsey County's Workforce Solutions Department is partnering with organizations to provide workforce-related services that are tailored to meet the unique and unprecedented challenges created by COVID-19.

The Career Lab at 1973 Geneva Avenue shall provide opportunities for Hmong and Spanish speaking residents in Ramsey County impacted by COVID-19 to have access to computers for online job search, tools, and resources as well as information and referral about workforce programming. The Career Lab shall be open 30 hours a week Monday through Friday with various hours during the months of September through December 30, 2020. The Contractor shall take reservations and enforce time limits for participants.

#### **2.2.**

Ramsey County reserves the right during the term of this Agreement to add similar services, via written amendment, in case of accidental omissions, unanticipated needs, or new service offerings.

#### **2.3.**

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

#### **2.4.**

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

### **3. Schedule**

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

#### 4. Cost

##### 4.1.

The County shall pay the Contractor a not to exceed amount of \$108,497.00 over the life of the contract according to the agreed to rates.

##### 4.2.

The County shall pay the Contractor the following cost reimbursement line items listed in Attachment A – Budget. Contractor may allocate funds from one-line item to another listed in the attached budget, as appropriate:

Up to \$108,497.00 for computers, computer desks, computer chairs, printers, PPE supplies, office supplies, staff, rent, utilities, translators and other associated costs as detailed in the Contractor's Budget.

Note: Any equipment purchases over \$5,000 requires 3 quotes submitted to the County for approval prior to purchasing for the program.

#### 5. Special Conditions

##### 5.1.

###### **Monitoring, Reporting, and Budgetary Requirements:**

Contractor is subject to internal controls, subrecipient monitoring, and single audit requirements under federal law and regulations consistent with the applicable, federal, Uniform Administrative Requirements 2 CFR 200.303 (internal controls), 2 CFR 200.330-332 (subrecipient monitoring), and, Subpart f (audit requirements).

Contractor's underspending at the end of the contract year will automatically revert back to the County. WFS reserves the right to pull back funds due to underspending at any time during any contract year and re-allocate funds.

The Contractor shall participate in ongoing monitoring activities and training provided by the County which may include, but is not limited to, check-in calls, desk reviews and on-site visits with County staff. Further, as applicable, Contractor shall be responsible for ongoing monitoring of its subcontractors if subcontractors are part of the approved work plan.

The County reserve the rights to monitor files for each Contractor, require Contractor to provide results of internal monitoring to the County bi-monthly, conduct at least monthly continuous improvement reviews, require improvement plans when appropriate.

The Contractor shall maintain financial records through an accounting system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this Agreement as determined by the County. All financial transactions must have supporting documentation.

The Contractor shall maintain an accounting policy and procedure manual as part of a sound financial accounting system.

As applicable, Contractor shall ensure that the disposition of equipment purchased under this Agreement shall be in accordance with 2 CFR Part 200.313. For all equipment having a current per unit fair market value of \$5000 or more, the County shall have the right to require transfer of equipment (including title) to the Federal Government or to an eligible non-Federal party named by the County.

##### 5.2.

###### **Background Studies:**

The Contractor shall ensure it has a Background Studies policy in place and shall perform background studies on all staff, volunteers and contractors who may have contact with clients or client families. Contractor shall maintain records of completed and passed background studies. Contractor's background studies policies and records of completion shall be made

available to the County upon request.

## **6. County Roles and Responsibilities**

The County shall provide a point of contact for the project. Michelle Belitz at michelle.belitz@co.ramsey.mn.us or 651-266-6054. All correspondence and deliverables shall be submitted to Michelle.

## **7. General Contract/Agreement Terms and Conditions**

### **7.1. Payment**

#### **7.1.1.**

No payment will be made until the invoice has been approved by the County.

#### **7.1.2.**

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

### **7.2. Application for Payments**

#### **7.2.1.**

The Contractor shall submit an invoice monthly, due by the 7<sup>th</sup> of each month. A more frequent invoicing schedule can be arranged, if mutually agreed upon by Contractor and County.

#### **7.2.2.**

Invoices for any goods or services not identified in this Agreement will be disallowed.

#### **7.2.3.**

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

#### **7.2.4.**

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

#### **7.2.5.**

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

#### **7.2.6.**

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall 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 \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

### **7.3. Independent Contractor**

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as

an employee of the County.

#### **7.4. Successors, Subcontracting and Assignment**

**7.4.1.**

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

**7.4.2.**

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

**7.4.3.**

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

#### **7.5. Compliance With Legal Requirements**

**7.5.1.**

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

**7.5.2.**

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

#### **7.6. Data Practices**

**7.6.1.**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

**7.6.2.**

The Contractor designates Sharon Ross as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

**7.6.3.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

## **7.7. Security**

### **7.7.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

### **7.7.2.**

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

### **7.7.3.**

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

### **7.7.4.**

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

### **7.7.5.**

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

## **7.8. Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

## **7.9. Contractor's Insurance**

### **7.9.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions any one of them may be liable.

### **7.9.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

### **7.9.3.**

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

#### **7.9.3.1.**

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

#### **7.9.3.2.**

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

### **7.9.4.**

Workers' Compensation as required by Minnesota Law or signed waiver.

### **7.9.5.**

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

### **7.9.6.**

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

### **7.9.7.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

**7.9.8.**

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate and shall not be less than an A-.

**7.9.9.**

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

**7.9.10.**

All Certificates of Insurance shall provide that the insurer gives the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

**7.9.11.**

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

**7.9.12.**

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

**7.10. Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

**7.11. Notices**

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

**County:**

Michelle Belitz, 2266 2nd Street N., North St. Paul, MN 55109.

**Contractor:**

Sharon Ross, Evangelist Temple House of Refuge Ministries, 1973 Geneva Avenue, Suite #1985, Oakdale, MN 55128

**7.12. Non-Conforming Services**

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**7.13. Setoff**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of



the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

#### **7.14. Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

#### **7.15. Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

#### **7.16. Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

#### **7.17. Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

#### **7.18. Termination**

##### **7.18.1.**

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

##### **7.18.2.**

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

**7.18.3.**

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

**7.19. Interpretation of Agreement; Venue**

**7.19.1.**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

**7.19.2.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

**7.20. Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

**7.21. Infringement**

**7.21.1.**

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

**7.21.2.**

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinderment imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

**7.22. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

**7.22.1.**

Contracts and subcontracts for more than the simplified acquisition threshold currently set at \$175,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council(Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal

remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**7.22.2.**

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**7.22.3.**

**Debarment and Suspension (Executive Orders 12549 and 12689)**--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**7.22.4.**

**Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**7.22.5.**

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non-Federal awardee, Ramsey County.

**7.23. Debarment and Suspension**

Ramsey County has enacted Ordinance 2013-330 Ramsey County Debarment Ordinance that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

**7.24. Diverse Workforce Inclusion**

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and

experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHIC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

**7.25. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

**7.26. Entire Agreement**

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

**8. Special Contract Terms and Conditions**

**8.1.**

Some or all of the payments under this Agreement may be made from federal funds obtained by the County through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (Public Law 116-136 and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. 21.019("CARES Act"). Therefore, Contractor agrees to comply with the CARES Act, as amended, as well as the rules and regulations of any regulatory body acting under the CARES Act.

The parties hereto have executed this Agreement on the last date written below.

**COUNTY OF RAMSEY**

**CONTRACTOR**

*Dana Noffke for*

*Sharon Ross*

Ryan T. O'Connor, County Manager

Print Name: Sharon Ross

Title: Executive Director

Date: 9-22-2020

Date: September 21, 2020







BOARD OF COMMISSIONERS
RESOLUTION

Presented by: Commissioner McDonough Date: May 26, 2020 No. B2020-114
Attention: County Manager

WHEREAS, On April 22, 2020, Ramsey County received \$96.027 million from the United States Treasury through a formula-based allocation from the Coronavirus Aid, Relief, and Economic Security (CARES) Act based on population data and was allocated to all municipalities over 500,000 in population; and

WHEREAS, The CARES Act requires that the payments to municipalities be used to only cover expenditures that were incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), expenses not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or local government and expenses incurred from the period of March 1, 2020 to December 30, 2020; and

WHEREAS, The County Manager requests \$56.027 million out of the \$96.027 million CARES Act funding be allocated to COVID-19 relief programs in the areas of financial assistance, workforce assistance and small business assistance to support individuals and communities most affected by the health and economic impacts of COVID-19 and will provide supports to those most in need; and

WHEREAS, The remaining \$40 million of the CARES Act funding will be used to address emergency response costs associated with operating the county during this emergency period including public health essential services, personal protective equipment, direct community engagement, public safety, compliance and oversight, communications, sanitation and many other costs directly related to the COVID-19 emergency that were not previously budgeted; and

WHEREAS, CARES Act funds cannot be used to replace lost revenue and all CARES Act funds not expended by December 30, 2020 must be returned to the Federal Government; and

WHEREAS, The County Manager requests the authority to accept the \$96.027 million in CARES Act funding and \$2,169,603 million in additional COVID-19 related funding; Now, Therefore, Be It

RESOLVED, The Ramsey County Board of Commissioners approves \$14 million of the CARES Act funding be used to address emergency response costs associated with operating the county during the emergency period; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners approves \$56.027 million of the CARES Act funding to be allocated to COVID-19 relief programs in the areas of financial, workforce and small business assistance; and Be It Further

Ramsey County Board of Commissioners

Table with 3 columns: YEA, NAY, OTHER. Rows for Nicole Frethem, Trista MatasCastillo, Jim McDonough, Mary Jo McGuire, Rafael Ortega, Victoria Reinhardt, Toni Carter.

Toni Carter, Chair
By: Janet M. Gutrie
Chief Clerk - County Board

RD OF COMMISSIONERS



RESOLUTION

Presented by: Commissioner McDonough Date: May 26, 2020 No. 82020-114  
Attention: County Manager

RESOLVED, The Ramsey County Board of Commissioners authorizes the County Manager to accept \$336,958 for the Ramsey County Care Facility from the CARES Act Provider Relief Fund; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners authorizes the County Manager to accept \$684,904 for small business recovery from the CARES Act Community Development Block Grant; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners authorizes the County Manager to accept \$508,862 for the public health response to COVID-19 from the Minnesota Department of Health; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners authorizes the County Manager to accept \$522,871 to support homeless shelters and supplies from the Minnesota Department of Human Services Homelessness Fund; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners authorizes the County Manager to accept \$58,000 from the Federal Emergency Management Fund through the State of Minnesota for disaster response efforts; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners authorizes the County Manager to accept \$58,008 from the Federal Bureau of Justice Assistance COVID-19 Grants for the Ramsey County Sheriff's Office; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners authorizes the County Manager to enter into a rate-setting agreement with the DoubleTree Hotel to provide hotel rooms and food to address needs within the homelessness community as part of CARES Act funding dedicated to addressing emergency response costs; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners authorizes the County Manager to enter into contracts and agreements and execute change orders and amendments to contracts and agreements, in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of the funding.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Nicole Erthman	X		
Trista MatasCastilo	X		
Jim McDonough	X		
Mary Jo McGuire	X		
Rafael Ortega	X		
Victoria Reinhard	X		
Toni Carter	X		

Toni Carter, Chair

By:   
Janet M. Guthrie  
Chief Clerk - County Board





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> North Central Insurance Agency 16854 HWY 10 NW  Elk River MN 55330	<b>CONTACT NAME:</b> Terry Quinn <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> quinn@northcentralinsuranceagency.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  Evangelist Temple House of Refuge Outreach Minister 1958 Geneva Ave N STE 1953  Oakdale MN 55128	<b>INSURER A:</b> North Star Mutual Insurance Company
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				CM54736	09/14/2020	09/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							(COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				N/A			PER STATUTE    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [ACORD 101, Additional Remarks Schedule, may be attached if more space is required]

<b>CERTIFICATE HOLDER</b>  Ramsey County  121 7th Place East, Suite 4000  Saint Paul MN 55101	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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Evangelist Temple House of Refuge Outreach Ministries



Serving The City.....With Love

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1985 North Geneva Avenue  
Oakdale, MN 55128-4108

September 17, 2020

**Declination of Workers' Compensation coverage**

In accordance with Minnesota law, the Contractor is not required to carry Workers' Compensation Insurance and the Contractor elects not to purchase the coverage.

*Sharon Ross*

(Contractor to sign and date if applicable)

September 17, 2020

Date

## Business Record Details »

Minnesota Business Name

### Evangelist Temple House of Refuge Outreach Ministries

<b>Business Type</b> Nonprofit Corporation (Domestic)	<b>MN Statute</b> 317A
<b>File Number</b> 1260894-2	<b>Home Jurisdiction</b> Minnesota
<b>Filing Date</b> 03/04/2005	<b>Status</b> Active / In Good Standing
<b>Renewal Due Date</b> 12/31/2021	<b>Registered Office Address</b> 235 Irving Ave N Mpls, MN 55405 USA
<b>Registered Agent(s)</b> (Optional) Currently No Agent	<b>President</b> Sharon Denise Ross 5512 Prestwick Place Big Lake, Minnesota 55309-5530 USA

#### Filing History

## Filing History

Select the item(s) you would like to order: [Order Selected Copies](#)

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	03/04/2005	Original Filing - Nonprofit Corporation (Domestic)	
	03/04/2005	Nonprofit Corporation (Domestic) Business Name (Business Name: Evangelist Temple House of Refuge Outreach Ministries)	

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	01/16/2007	Involuntary Dissolution - Nonprofit Corporation (Domestic)	
<hr/>			
<input type="checkbox"/>	11/7/2018	Annual Reinstatement - Nonprofit Corporation (Domestic)	

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**Search Term : Evangelist Temple House of Refuge Outreach Ministries\***  
**Record Status: Active**

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**DEPARTMENT OF  
ADMINISTRATION**  
STATE PROCUREMENT

**Office of State Procurement**  
**Suspended/Debarred Vendor Report**

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### Suspended/Debarred Vendor Report

Minnesota Rules Part 1230.1150, Subpart 6 requires the Office of State Procurement to maintain a master list of all suspensions and debarments. The master list must retain all information concerning suspensions and debarments as a public record for at least three years following the end of a suspension or debarment.

The vendors listed below may be currently suspended or debarred, or have a suspension or debarment end date within the past three years. Click the vendor name for complete details.

**NOTE:** Minnesota Rules Part 1230.1150, Subpart 2, Item B, Subitem (1) also provides that: "Any vendor debarred by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, is automatically debarred by the division under the same terms and limits of the original debarment."

**Ace Hydro Seeding, Inc.**

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**Asphalt Recycling Solutions, Inc.**

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**Best Electric**

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**C & S Electric, LLC**

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**Country Trucking & Excavating**

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**Dahl Trucking**

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**Devos, LTD**

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**Eagle Deer Reserve Limited**

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**Elmore Truck & Trailer Repair, Inc.**

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**Glacier, Inc.**

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**Green Nature-Cycle, LLC.**

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**Guaranteed Returns**

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**Hunt's Carpet Service, Inc.**

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**Krampitz Trucking**

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**Olympic Construction Services**

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**Omni Construction Company**

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**Omni-Midwest, Inc.**

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**Reliakor Services, Inc.**

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**Restoration Specialists, Inc.**

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**Road Spec Corporation**

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**RSI Associates, Inc.**

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**Showcase Lawn and Landscape**

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**The Travel Group LLC**

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**Treasure Enterprise, Inc.**

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**Triumph Electrical Services**

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**Wide Open Services, LLC**

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**NOTE:** Minnesota Rules Part 1230.1150, Subpart 2, Item B, Subitem (1) also provides that: "Any vendor debarred by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, is automatically debarred by the division under the same terms and limits of the original debarment."

#### **Vendors Debarred by Federal Government Agencies**

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Information found on this website can be made available in alternative formats, such as large print, Braille, or on tape, by calling 651.296.2600. Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

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Issued Date: August 31, 2020

**Notice of Intent to Award Letter**

Evangelist Temple House of Refuge Outreach Ministries

Attention: Sharon Ross ([consultingbydesign777@yahoo.com](mailto:consultingbydesign777@yahoo.com))

We are pleased to notify you that Ramsey County intends to award a contract for Community Career Labs Workforce for Hmong and Spanish speaking residents contingent upon:

Receipt and acceptance of the required documentation identified below.  
Successful negotiation of contract

Before a contract can be awarded, you must complete the documents requested below, and attached, and return them to us within (ten) 10 business days. If, within ten (10) days from the date of this Notice of Intent to Award, you fail to submit the required documentation in proper form, solicitation securities shall be forfeited (if applicable) and retained by the County. No plea of mistake in the solicitation or misunderstanding of the conditions of forfeiture shall be available to you for recovery or as a defense to any action.

Upon receipt and verification of the required documentation, a Professional Services Agreement ("PSA") or Client Services Agreement ("CSA") shall be prepared and submitted to you for electronic approval.

**This letter does not constitute a final acceptance or a contract award and should not be construed as such.** Any and all communications regarding the final contract award should be directed to the contact handling this award.

All Contractors shall be properly registered with the State of Minnesota prior to contract award. Contractor's whose main office is not in the State of Minnesota must register with the State of Minnesota as a Foreign vendor.

Required documentation:

- The attached W9 Form. Federal I.D. Number.
  - Financial review form.
  - Insurance with coverage equal to or exceeding the stated limits:  
**Please give a copy of this letter and attached requirements to the agent. We will accept their standard Accord form.**
- |   |   |
|---|---|
| Commercial General Liability                | Limit: <u>\$500,000/\$1,500,000/\$2,000,000</u> |
| Products/Completed Operations               | Limit: <u>\$2,000,000</u>                       |
| Personal Injury and Advertising Liability   | Limit: <u>\$1,500,000</u>                       |
| Auto (owned, hired, and non-owned)          | Limit: <u>\$1,000,000</u>                       |
| Workers Compensation/Employers Liability    | Limit: <u>\$500,000/\$500,000/\$500,000</u>     |
| Professional Liability/Errors and Omissions | Limit: <u>\$1,000,000/\$3,000,000</u>           |

**\*\*REQUIRED\*\* Additional Insured Language:** The Contractor is required to add "Ramsey County, its officials, employees, volunteers and agents are Additional Insured to the Contractor's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory" to the certificate of insurance.

**NOTE:** In order to ensure efficient processing, **the Contractor's name and address shall match** on all submitted documentation. If that is not possible, or should you be unable to complete all documents within ten (10) business days, please immediately contact the person handling this award by telephone or email indicating the date the papers will be returned and the reason for the delay.

Sincerely,

Karen Bollinger, CPPB  
Principal Procurement Specialist  
651-266-8077  
[Karen.bollinger@co.ramsey.mn.us](mailto:Karen.bollinger@co.ramsey.mn.us)

*Ramsey County representatives recommending this award acknowledge that by sending this Notice of Intent to Award, all Ramsey County solicitation policies and procedures were followed in the selection of this Contractor*