

JOINT POWERS AGREEMENT

Between
The City of Saint Paul
And
Ramsey County

CONCERNING ARPA WORKFORCE INITIATIVES PROGRAMS

Federal Subaward Identification Requirements

1. Subrecipient's Name: Ramsey County
2. Subrecipient's Unique Entity Identifier: S5C3Q2AJXM83
3. Federal Award Identification Number (FAIN): SLFRP1612
4. Federal Award Date: March 3, 2021
5. Subaward Period of Performance Start and End Date: Date of Execution, to September 30, 2026 (or as otherwise agreed to within the Agreement)
6. Subaward Budget period Start and End Date: Date of Execution, to September 30, 2026
7. Amount of Federal Funds obligated to the Subrecipient by this action by the pass-through entity: \$9,860,000.00
8. Total amount of Federal Funds obligated to the Subrecipient by the pass-through entity, including this current obligation: \$9,860,000.00
9. Total Amount of the Federal Award Committed to the Subrecipient by the pass-through entity: \$9,860,000.00
10. Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Ramsey County represents a governmental entity serving nearly 500,000 residents in Minnesota. The county serves as the federally designated workforce entity for the entire county, including the City of Saint Paul. American Rescue Plan Act will be used toward investments to address the public health and economic impacts of COVID-19 to provide employment and training assistance to individuals. This includes funding workforce training programs, removal of barriers to work, and forging partnerships to ensure workforce supports are accessible to those who have been impacted.
11. Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for awarding official of the Pass-Through Entity:
 - a. Federal Awarding Agency: United States Department of the Treasury
 - b. Pass-Through Entity: City of St. Paul, 15 Kellogg Blvd. West, 700 City Hall, Saint Paul, MN 55102
 - c. Pass-Through Entity Awarding Official: Director, Office of Financial Services.
12. Assistance Listing Number (ALN) and Title: 21.027 - Coronavirus State and Local Fiscal Recovery Funds
13. Is award for R & D? No.
14. Indirect cost rate for the Federal Award: N/A.

This Joint Powers Agreement (the “Agreement”) is by and between Ramsey County (“County”), a political subdivision of the State of Minnesota, and the City of Saint Paul, a Minnesota municipal corporation (“City”). The County and City each a “Jurisdiction” and collectively the “Jurisdictions.”

WHEREAS, the Jurisdictions are governmental units as defined in Minnesota Statutes Section 471.59; and

WHEREAS, Sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (Pub. L. No. 117-2 and amendments thereto) (“ARPA”), authorized the U.S. Department of the Treasury (“Treasury”) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (the “SLFRF”); and

WHEREAS, the SLFRF program delivered \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency; and

WHEREAS, under the SLFRF, Treasury allocated \$106,893,403.00 to Ramsey County (the “County Award”) and \$ 166,641,623.00 to the City of Saint Paul (the “City Award”) (collectively the “SLFRF Funds”); and

WHEREAS, the COVID-19 pandemic created the need for rapid and responsive policies and investments in people, businesses, and families in the City of Saint Paul and Ramsey County; and

WHEREAS, the County and the City met over the past year to discuss and plan regarding the transformational opportunity made possible by the SLFRF Funds; and

WHEREAS, the County and the City have identified an area of shared interest where collaboration will provide additional benefit to those served by the Jurisdictions; and

WHEREAS, the County and the City are especially committed to the recovery and development of the workforces in each Jurisdiction; and

WHEREAS, by bolstering existing programs within the Jurisdictions across the public service spectrum, the Jurisdictions ensure the success of efforts to achieve long-term health, equity, and prosperity for each Jurisdiction; and

WHEREAS, the County and the City find that working collaboratively provides the most effective responses to the COVID-19 pandemic and said collaboration best supports families and communities, and improves overall outcomes; and

WHEREAS, pursuant to Treasury guidance, SLFRF recipients may “pool” funds for eligible projects via intergovernmental transfers; and

WHEREAS, the City intends to transfer \$9,860,000.00 in SLFRF Funds (City Award) to Ramsey County to carry out the purposes of the Workforce Initiatives Programs set forth in this Agreement; and

WHEREAS, the City’s transfer of funds to the County will be treated as a Subaward and the City will monitor the County as a Subrecipient for SLFRF compliance and reporting purposes; and

WHEREAS, the Jurisdictions wish to enter into this Agreement pursuant to Minnesota Statutes section 471.59 to formalize their collaboration related to the ARPA Workforce Initiative Programs and the deployment of the SLFRF Funds for this purpose;

NOW THEREFORE, IT IS HEREBY AGREED, by and between the Jurisdictions as follows:

SECTION 1: PROGRAM PURPOSE

1.1 Purpose

In furtherance of the Jurisdictions’ desires to best utilize the SLFRF Funds for transformational change in response to the COVID-19 pandemic and consistent with ARPA requirements, the Jurisdictions agree that collaboration on the following Workforce Initiative programs, as administered by Ramsey County, will best serve the residents of Ramsey County and the City of St. Paul (collectively referred to as the “Initiatives” and each individually referred to as an “Initiative”):

1. Driver’s License Academy
2. No Barrier Employment Program
3. Youth Employment Affiliate
4. Digital Career Pathways and Resource Hub
5. Learn Earn and Achieve Potential (LEAP) Program
6. Learn and Earn Models

SECTION 2: DEFINITIONS

In addition to those definitions provided within the Agreement, the following definitions also apply:

ARPA Guidance:	Treasury adopted an Interim Final Rule and subsequently a Final Rule related to the American Rescue Plan Act (31 CFR Part 35), issued a Compliance and Reporting Guide, and provided answers to Frequently Asked Questions concerning the use of SLFRF Funds allocated to state and local governments from the SLFRF. “ARPA Guidance” means: the Interim Final Rule, Final Rule, Compliance and Reporting Guide and Frequently Asked Questions and any other Treasury guidance, including as the same may be amended, supplemented, or superseded from time to time.
Attachment A:	Means the Attachment A attached to this Agreement, which contains Initiatives 1-5 as referenced in Section 1.1 of this Agreement.
Attachment B:	Means Attachment B attached to this Agreement, which contains Initiative 6 as referenced in Section 1.1 of this Agreement.
City Program Administrator:	Office of Financial Services Grants Management Staff designated to review and approve City Award reimbursement requests, and to oversee the monitoring and reporting obligations related to the Workforce Initiatives.
County Program Administrator:	County Staff designated to facilitate and administer Workforce Initiatives,
Date of Execution:	Means the date the last Jurisdiction official signs the Joint Powers Agreement.
Disbursement:	Means a payment made on a request for reimbursement or advanced disbursement basis.
Program Funds:	Means all funds the County receives from the City pursuant to this Agreement and all Program Income as such is defined by 2 C.F.R. § 200.1.
Initiative Budget:	Means the budget the County submits to the City for each Initiative that the City reviews and approves in writing, which the budgets for Initiatives 1 – 5 upon City approval become part of and are thereby incorporated into

Attachment A and the budget for Initiative 6 upon City approval becomes part of and is thereby incorporated into **Attachment B**.

Subaward: Means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient: Means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal Awarding Agency.

Uniform Guidance: Means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 C.F.R. 200.

SECTION 3: TERM, FUND TRANSFERS, USE OF FUNDS

3.1 Term & Period of Performance

- A. Term. The term of this Agreement commences on the Date of Execution and, unless terminated earlier as provided in this Agreement, shall terminate ninety (90) days after the earlier of (1) the date on which all ARPA Funds have been exhausted by the Jurisdictions or recaptured by the federal government; or (2) the end date for the Subaward Period of Performance (“Period of Performance.”) This Agreement may be extended upon mutual written agreement of the Jurisdictions.

Period of Performance. The Period of Performance for this Subaward begins on the Date of Execution and ends on September 30, 2026, or three months prior to Department of Treasury final expenditure deadline (which at the time of this Agreement is December 31, 2026), whichever occurs first. The County may use the SLFRF Funds to cover eligible costs incurred during this Period of Performance for the Subaward.

3.2 Use of Funds, Reimbursement and Submissions, Advanced Disbursement, and Disbursements

- A. Use of Funds. The Statements of Work/Scopes of Services for the Initiatives are hereby made part of this Agreement and collectively attached hereto as **Attachments A and B**. For each Initiative, the County shall provide services as described in **Attachments A and B**. The County agrees to undertake the activities on the Statement of Work/Scope of Services for each Initiative in accordance with the terms of this Agreement, and said activities shall be completed in accordance with the applicable timeframes for each Initiative set forth in **Attachments A and B**. If the County fails to comply with the applicable timeframes for each Initiative or any other term of this Agreement (including any attachments or exhibits made part of or incorporated in this Agreement), the City may enforce remedies for noncompliance or default in accordance with 2 C.F.R. §§ 200.339-200.343. The County may not use the City Award for capital expenditures, or any uses prohibited by ARPA Guidance or Uniform Guidance. If the County uses the funds for labor construction activities, ARPA Guidance, Uniform Guidance, and/or any related labor laws and regulations (i.e., Federal Davis Bacon) could apply. The County agrees to notify the City in writing prior to incurring labor construction related expenditures so the Jurisdictions can properly assess and determine the applicability of the laws and regulations as stated above. For the avoidance of doubt, labor construction activities will not include workforce occupational skills training in areas that may include construction, solar, and other trades.
- B. Requests for Reimbursement. The City will provide the City Award to the County on a cost reimbursement basis except where an advance payment has been requested and approved in accordance with Section 3.2 D of this Agreement. Any reimbursements must be in accordance ARPA Guidance, Uniform Guidance, and City regulations and procedures. The City is under no obligation to honor or pay any request for reimbursement for an Initiative from sources other than from the City Award that have been allocated for that Initiative. Disbursement is also subject to the County carrying out each Initiative in accordance with the terms of this Agreement (including **Attachments A and B**). Final requests for reimbursement must be submitted within 60 days following the end of the Period of Performance or as otherwise agreed to between the parties. The City Program Administrator shall review and approve or deny the request in accordance with this Agreement.
- C. Request for Reimbursement Submissions. The City may request verification of expenditures to ensure its own compliance with all Federal, State and local requirements. The County will respond to any questions or follow-up documentation needed by the City.
- 1.) **Initial Budgets.** To establish a baseline for financial monitoring, the County must provide to the City a detailed budget for each Initiative prior to issuing the first invoice to the City, as outlined in **Attachments A and B**, for a total number of six budgets. For these detailed submissions, each budget must be broken down by

Federally eligible cost categories in line with the categories the County uses in its own subrecipient invoice procedures. Initial budgets must be received, finalized, and approved prior to periodic invoicing as outlined in Section 3.2 C (2).

2.) **Periodic Invoices.** The County will invoice the City up to monthly, but at least quarterly by Initiative. Effectively, the County may send the City up to 6 invoices per month (one per Initiative). The invoices may be at a summary level, and do not need to be organized by the detailed category level included in the initial budgets.

3.) **Financial Monitoring.** The City will conduct 1-2 financial monitoring visits of the County's invoices over the period of the grant. At these visits, the County will provide the City with all invoices from its subrecipients for all initiatives for a given month, and the City will reconcile that those align with what the County invoiced the City for that month for each initiative.

- D. Requests for Advance Disbursement. The County may submit requests for advance disbursement for up to three (3) months of expenses, that may be requested as a one-time advance or three separate requests for a single month, up to 6.6% of the City Award. The Advance Disbursement Request must identify the estimated City Award needed, the intended use of the requested City Award, and may include statements and records and supporting documentation to show proof of payment for any previous advanced disbursement if requested in 3 monthly installments, as agreed upon by the Jurisdictions. Upon the City's receipt of a completed request for advance disbursement, the City will approve or deny the request within 30 days. The City may deny a request for advance disbursement if the County's request does not fully comply with the requirements of this Section or this Agreement.
- E. Disbursements. The City shall use best efforts to disburse any approved portion of the City Award allocated for the Initiative or Initiatives to the County within two weeks following approval of a Disbursement request and shall do so no later than 30 days following approval of the Disbursement request. Notwithstanding anything to the contrary, the City shall have no obligation to reimburse the County for any costs or expenses that the City deems an ineligible use of SLFRF Funds based on ARPA, SLFRF Award Terms and Conditions, and/or the ARPA Guidance as defined herein or that is not a permitted use of SLFRF Funds under this Agreement or pursuant to Uniform Guidance.

SECTION 4: JOINT CONTRACTING AND PURCHASING

4.1 Joint Contracting and Purchasing

If it becomes necessary or applicable, this Agreement shall specifically authorize the joint exercise of solicitation and contracting powers (“joint exercise”) between the Jurisdictions for the purposes of carrying out the workforce Initiatives contemplated in this Agreement. In the event that joint exercise becomes necessary, each Jurisdiction will execute contracts and/or carry out purchasing activities directly with contractors and subrecipients and all ordering and payments will be the sole responsibility of the respective Jurisdiction. Except where the Jurisdictions agree to otherwise within this Agreement, in the event that joint exercise options are pursued, the obligations, liabilities, and responsibilities of a Jurisdiction will not be the obligation, liability, or responsibility of the other Jurisdiction. For the avoidance of doubt, **Attachments A and B** specify that the County shall take on all purchasing and contracting activities related to the referenced Initiatives in accordance with applicable federal, state, and local laws and regulations. The use of joint exercise will be available if needed at a future date and the City agrees to such joint exercise for the particular situation.

SECTION 5: COUNTY TERMS AND CONDITIONS

The City shall treat the County as a Subrecipient for the purposes of this Agreement and to comply with the ARPA Guidance. The County shall have all of the duties and obligations of a Subrecipient as defined in 2 C.F.R. 200.1.

5.1 Scope of Services

The County shall administer the Initiatives consistent with the Statement of Work/Scope of Services for each Initiative and Initiative Budget, which is attached hereto as **Attachments A and B**. The Parties agree that **Attachments A and B** may require periodic modifications without formal amendment as outlined in Section 6.6. Modifications to **Attachments A and B** without formal amendment may include: (1) Changes in project leadership; (2) stopped work as a result of staff shortages or similar unforeseen circumstances; and (3) budget modifications between approved line items within each Initiative. All other changes will be subject to the formal amendment process outlined in Section 6.6 and may not be submitted for **Attachment A & B** modification pursuant to this section. The County must submit modification requests to the City Program Administrator in a format provided by the City. The City will approve or deny the request for modification in writing, and if approved, the modification will become a part of this Agreement as of the date of approval.

5.2 Uniform Administrative Requirements

The County shall comply with the policies, guidelines, and requirements and standards (as the same may be amended, supplemented, or superseded from time to time) set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 (the “Uniform Guidance”), as applicable and specified for SLFRF Awards.

5.3 Prohibited Activity

The County is prohibited from using Program Funds, or personnel employed in the administration of the Initiatives for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities, or billboard advertising.

5.4 Equipment Management Requirements

The County shall comply with the procedures for managing equipment in accordance with ARPA, ARPA Guidance, and Uniform Guidance.

5.5. Personnel

The County represents that it has engaged or will engage all personnel required to perform the services for the Initiatives under this Agreement. All the services required hereunder shall be performed by the County or under its supervision, and all personnel engaged in performing the same shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

5.6 Performance Monitoring and Reporting

The County is subject to the Federal, Uniform Administrative Requirements 2 CFR 200, including sections 200.303 (internal controls), 2CFR 200.330-332 (subrecipient monitoring), and, Subpart f (audit requirements). The City may impose special conditions pursuant to 2 CFR 200.208.

- A. Performance Monitoring. The County shall participate in ongoing monitoring activities provided by the City which may include, but are not limited to, check-in calls, desk reviews and on-site visits with City staff. Further, as applicable, County shall be responsible for ongoing monitoring of its subcontractors and subrecipients.

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

- B. Reporting. Upon the City's request, the County will submit to the City Program Administrator written reports in a mutually agreeable format based on performance metrics outlined in this Agreement and Attachments A and B. The County agrees to provide to the City the information necessary for the City to reasonably satisfy its monitoring obligations and to reasonably satisfy any federal and/or state reporting and accountability requirements for the City Award. All financial transactions must have supporting documentation.

5.8 Insurance

The County shall purchase and maintain such insurance as will protect the County from claims which may arise out of, or result from, the County's operations under this Agreement, whether such operations are by the County or by any contractor or subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable. Alternatively, coverage may be provided through a program of self-insurance.

The County shall secure and maintain the following coverages and comply with all provisions noted. Certificates of Insurance or a Letter of Self Insurance shall be issued evidencing such coverage to the City throughout the term of this Agreement.

- A. Commercial General Liability Insurance. All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

\$ 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

- B. Workers' Compensation and Employer's Liability

Workers' Compensation as required by Minnesota Statutes
Employer's Liability limits: \$500,000/\$500,000/\$500,000

All Certificates of Insurance/ Letters of self-insurance shall provide that the insurance company (or the County) gives the City thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.

The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the County to purchase and maintain additional insurance that may be necessary in connection with this Agreement.

Certificate of Insurance/Letters of Self-Insurance must indicate if the policy is issued pursuant to these requirements. The County shall not commence work until the County has obtained the required insurance and filed an acceptable Certificate of Insurance/Letter of Self-Insurance with the City

Program Administrator. Copies of insurance policies or their equivalent shall be submitted to the City upon request. Certificates/Letters 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.

5.9 Accounting Standards

The County agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Agreement and structure each Initiative Budget to provide a separate and identifiable audit/budget trail which details all expenditures related that Initiative Budget. The County shall ensure that all payments are made in accordance with applicable federal, state, and local laws, ARPA, ARPA Guidance and Uniform Guidance. The County shall maintain appropriate segregation of duties for payment processing and related financial transactions. The County will provide an accounting of SLFRF Funds spent to date for each Initiative to the City upon request, but no more often than monthly unless such accounting is needed for the City to meet its reporting obligations related to the City Award.

5.10 Record Retention

Pursuant to Minnesota Statutes, section 138.17 and section 15.17, the County shall retain all records pertinent to expenditures incurred under this Agreement in a legible form for a period of six (6) years commencing after the later of contract close-out or resolution of any audit findings.

Records for non-expendable property acquired with Program Funds under this Agreement shall be retained for six (6) years after final disposition of such property.

Pursuant to the terms and conditions of the SLFRF Award Terms and Conditions, the County shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and the ARPA Guidance. The County shall maintain records for a period of five (5) years after all SLFRF Funds have been expended or returned to Treasury, whichever is later.

The State and Federal retention requirements shall be read together so as to avoid conflict. For clarity, the later of the two dates outlined in this section shall control in relation to the County's record retention duties and obligations. The County's record keeping duties and obligations shall survive the termination or expiration of this Agreement.

5.11 Inspections and Audits

- A. Inspections. Subject to the requirements of Minnesota Statutes section 16C.05, Subd. 5, the City, the State Auditor, the Treasury Office of the Inspector General and the Government Accountability Office, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have the right of access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, accounting practices and procedures (electronic or otherwise) of the County relating to the Initiatives or this Agreement. The County shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.
- B. Single Audit Requirement. The County shall comply with single audit requirements as included in Subpart F of Uniform Guidance.

5.12 Data Privacy and Security –

Both Jurisdictions must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or any other applicable state statutes, any state rules adopted to implement the MGDPA and related statutes, as well as federal statutes and regulations, as they apply to all data created, collected, received, stored, used, maintained, or disseminated under this Agreement.

5.13 Civil Rights Compliance/Non-Discrimination

The County agrees for itself and its successors and assigns, that during the term of this Agreement, the County shall not, in the administration of the Initiatives, discriminate on the basis of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability or other handicap, age, marital status or status with regard to public assistance. The County agrees to comply with applicable provisions of applicable federal, state, and local regulations, statutes and ordinances pertaining to civil rights and non-discrimination in the application for and employment of applicants, employees, contractors, subcontractors, and suppliers of County. Federal, state, and local statutes and ordinances to which the County shall be subject under the terms of this Agreement include, without limitation:

- A. 42 U.S.C. Section 2000e, et seq. (Title VII of the Civil Rights Act of 1964);
- B. 29 U.S.C. Sections 621-624 (the Age Discrimination in Employment Act);
- C. 42 U.S.C. Section 12101-12213 (the Americans with Disability Act or ADA);
- D. 29 U.S.C. Section 206(d) (the Equal Pay Act);
- E. 8 U.S.C. Section 1324 (the Immigration Reform and Control Act of 1986);
- F. Minnesota Statutes, Chapter 363A and Section 181.59;
- G. Chapter 183 of the Saint Paul Legislative Code. The provisions of Section 183.04 of Chapter 183 are incorporated herein by reference; and
- H. All regulations and policies promulgated to enforce the above-listed laws.

5.14 Contracts and Subcontracts

The County binds itself, its partners, successors, assigns and legal representatives to the City for all covenants, agreements, and obligations herein. The County may enter into contracts or subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the City. However, entering into such contracts shall under no circumstances relieve the County of its liabilities and obligations under the Agreement.

The County shall be responsible for the performance of all contractors and subcontractors, including subrecipients. Further, the County shall be fully responsible employ reasonable procedures to ensure that all County contractors or subcontractors comply with the terms of this Agreement. Contracts between the County and each contractor or subcontractor shall require that the contractor's or subcontractor's services be performed in accordance with ARPA, ARPA Guidance, and Uniform Guidance, and this Agreement. The County shall make contracts between the contractors or subcontractors available upon request. The County will comply with Minn. Stat. 471.425, ensuring prompt payment of local government bills.

SECTION 6: GENERAL TERMS & CONDITIONS

6.1 Conflict of Interest

The Jurisdictions affirm that to the best of their knowledge, their involvement in this Agreement does not result in a conflict of interest with their respective Jurisdiction, or any other party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to the either Jurisdiction, that Jurisdiction shall immediately notify the other Jurisdiction of the conflict or potential conflict in writing, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise whether it will or will not resign from the other engagement or representation. If the Jurisdiction receiving notice of the conflict or potential conflict determines that it is a violation of any applicable federal, state, or local law, such conflict or potential conflict may be cause for cancellation or termination of this Agreement.

6.2 Force Majeure

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

6.3 Termination, Special Conditions, Remedies for Non-Compliance

A. For Convenience

Either Jurisdiction may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice to the other Jurisdiction.

B. For Cause.

The Jurisdictions reserve the right to exercise available remedies pursuant to 2 CFR 200.339, and/or terminate this Agreement for cause pursuant to 2 C.F.R 200.340 if either Jurisdiction violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement. The Jurisdictions will follow all notice procedures and requirements pursuant to Uniform Guidance. If either Jurisdiction exercises its right to terminate under this Section, it will submit written notice to the defaulting Jurisdiction, specifying the nature of the breach and the date by which such breach must be cured.

C. In the Event of Termination.

In the event the City terminates this Agreement or any portion thereof pursuant to this section, the City will reimburse the County for all eligible expenditures previously incurred pursuant to this Agreement up to the date of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the County must take all necessary actions to discontinue use of City Award funds to the extent they relate to the terminated portions of this Agreement.

Alternatively, in the event the County terminates this Agreement or any portion thereof pursuant to this section, the County will promptly submit all relevant invoices and required documentation related to all previously incurred expenditures pursuant to this Agreement up to the date of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the City must take all necessary actions to reimburse the County for the previously incurred expenditures as they relate to the terminated portions of this Agreement.

6.4 Responsibility for Acts and Omissions, Insurance

Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each Jurisdiction agrees that it will be responsible for its own acts and omissions and the acts and omissions of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts and omissions of the other

Jurisdiction or their employees, elected officials, and agents, or for any liability resulting therefrom.

Each Jurisdiction warrants that it is able to comply with the obligations of this Agreement through commercial insurance or a self-funding program.

Nothing in this Agreement constitutes a waiver by either Jurisdiction of any limitation of liability under Minnesota Statutes Chapter 466, or any other statutory or common law immunities, limits, or exceptions on liability. In accordance with Minnesota Statutes section 471.59, for purposes of determining total liability for damages, the Jurisdictions shall be considered a single governmental unit with respect to the Initiatives and the total liability for the Jurisdictions shall not exceed the limits on governmental liability for a single governmental unit as specified in section Minnesota Statutes section 466.04, subdivision 1.

6.5 Human Rights/Affirmative Action/Economic Opportunity

The Jurisdictions agree to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance.

6.6 Amendments

Except where otherwise agreed to by the parties when making modifications as allowed under section 5.1 to the Attachments A and B, any amendment or modification to this Agreement must be in writing and will not be effective until executed by both Jurisdictions.

6.7 Interpretation of Agreement; Venue

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

6.8 Severability

The provisions of this Agreement are severable, and if any provision hereof or the application of any such provision under any circumstances is held to be invalid, such invalidity will not affect any other provision of this Agreement or the application of any other provision.

6.9 Notices

Any notices required under this Agreement or communication and details concerning the activities under this Agreement shall be sent to the following contract representatives of the Jurisdictions:

Ramsey County 121 7th Place E Suite 4000 Saint Paul, MN 55101 Attn: Tara Bach With a copy to the County Attorney 345 Wabasha St N #120 St Paul, MN 55102 Attn: Civil Division Director	City of St. Paul 15 Kellogg Blvd. West 700 City Hall Saint Paul, MN 55102 Attention: Laura Logsdon With a copy to the City Attorney 15 Kellogg Blvd. West 400 City Hall Saint Paul, MN 55102 Attn: ARPA Attorney
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6.10 Conflict and Priority

This Agreement shall take precedence over any attachments, exhibits or terms and conditions that may be attached to this Agreement. In the event that a conflict is found between the provisions in this Agreement and any attachments, exhibits or terms and conditions, the terms of the Agreement shall prevail.

If any provision of this Agreement or the County's intended use of Program Funds conflicts with, or is inconsistent with, ARPA, SLFRF Award Terms and Conditions, ARPA Guidance, or any other applicable federal, state, or local requirements, will control.

6.11 No Third-Party Beneficiaries

This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

6.12 Waiver

Failure to enforce any provision of this Agreement does not affect the rights of the Jurisdictions to enforce such provision in another circumstance. Neither does it affect the rights of the Jurisdictions to enforce any other provision of this Agreement at any time.

6.13 Entirety of Agreement

This Agreement and the attachments/exhibits hereto, constitute the entire and exclusive Agreement of the Jurisdictions for the Initiatives.

6.14 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Jurisdictions shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

6.15 Recitals

The matters set forth in the Recitals of this Agreement are incorporated into and made part of this Agreement as though fully set forth as terms herein.

6.16 Attachments

The attachments to this Agreement, and all obligations and duties articulated therein, are incorporated into, and made part of this Agreement:

Attachment A	Statement of Work/Scope of Services for Initiatives 1-5
Attachment B	Statement of Work/Scope of Services for Initiative 6
Attachment C	Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions
Attachment D	Standard Federal Requirements
Attachment E	Federal Labor Standards Provisions - If Applicable
Attachment F	Lobbying Certification
Attachment G	Self-Insurance Letter

IN FURTHERANCE WHEREOF, the Jurisdictions hereto have executed this Agreement as of the date first written above.

[Signatures on following pages]

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor/Deputy Mayor

By: _____
Its Director, Office of Financial
Services

APPROVED AS TO FORM:

Assistant City Attorney

RAMSEY COUNTY, MINNESOTA

By: _____

Its Chair, Ramsey County Board of
Commissioners

By: _____

Its Chief Clerk, Ramsey County Board of
Commissioners

APPROVAL RECOMMENDED:

Director, Financial Assistance Services Department

APPROVED AS TO FORM:

Assistant County Attorney



ATTACHMENT A
CITY OF SAINT PAUL, MN AND RAMSEY COUNTY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
(FEDERAL ASSISTANCE LISTING NO. ALN 21.027)
STATEMENT OF WORK / SCOPE OF SERVICES
(5 Pages)

Entity Responsible for Carrying Out This Project: Ramsey County Workforce Solutions

Address: 160 E. Kellogg Blvd. St. Paul, MN 55101

Contract Manager: Director of Workforce Solutions

Phone #:651-266-6001

Project Area: Drivers Academy

City Budget Allocation: \$250,000.00

Federal recognized intervention: Provides soft skills for employment as part of research based Learn and Earn.

Summary:

The shifting economy and need for more workers in pandemic recovery require young people to have their driver's licenses. Driver's licenses are necessary to provide reliable transportation to jobs, to work a more flexible work schedule, and increase earnings. Without the means to get a driver's license employment and professional opportunities are limited.

Through the Ramsey County Driver's License Academy, St. Paul job seekers age 18-24 who are COVID-19 impacted and enrolled in credentialed or certificate career pathway, job training, or industry exploration programs will receive individualized support to obtain a driver's license.

Outcome: City of Saint Paul young adults obtain a Class D Driver's License -				
Measure 1	93 of 125 City of St. Paul young adults (75% of 125 over 3.75 years) get their MN Class D Driver's License			
Measure 2	The number of third-party Class D permit-protector sites in Ramsey County will increase from 1 to 5 over 3.75 years.			
	Activity Description	Performance Target-annual & total (ex. # of participants)	Staff or Entity Responsible (use job titles)	Start Date End Date
1.	Comprehensive Program budget: by sub budget categories. Ex. Staff salaries, participants support, and cost estimates for subsidized employment.	Project cost details submitted on City form	Ramsey County	Prior to first Periodic Invoice
2.	Job seekers will receive individualized support to obtain a driver's license: Job seekers may request tutoring and support to obtain a Class D Instruction Permit, adult Behind-The-Wheel instruction, insured vehicle for road test as well as fees associated with obtaining a Class D instruction permit and driver's license. Job seekers will also receive incentives for goal obtainment. Incentives will be mailed to job seekers. All other services will be paid directly to vendor.	33 students annually, 125 students over 3.75 years	Ramsey County	September 2022 through September 30, 2026*
3.	Increase number of third-party Class D permit-protector sites in Ramsey County	4 additional third -party proctor sites over 3.75 years	Ramsey County	January 2023 through September 30, 2026*



Program Area: No Barrier Employment Program

City Budget Allocation: \$750,000.00

Federal recognized intervention: [Center for Employment Opportunities](#) | [Results for America \(results4america.org\)](#)

Summary: There are many Saint Paul residents who need low or no barrier employment opportunities. Economic insecurity in the community has increased during COVID and has led many individuals to individual hardships, including job loss and lack of access to a permanent address. Without access to a permanent address, and other challenges that accompany homelessness, obtaining a job becomes extremely challenging. Ramsey County and the City of Saint Paul will implement employment models to support those within the City of Saint Paul experiencing homelessness with low-to-no barrier meaningful work experiences, wages, and connections into the workforce ecosystem.

Outcome: Increased employment opportunities to support those within the City of Saint Paul experiencing homelessness				
Measure 1	375 participants (unduplicated) served over 3.75 years			
Measure 2	\$225,000 paid in wages and stipends to participants over 3.75 years			
	Activity Description	Performance Target- annual & total (ex. # of participants)	Staff or Entity Responsible (use job titles)	Start Date End Date
1.	Comprehensive Program budget: by sub budget categories. Ex. Staff salaries, participants support, and cost estimates for subsidized employment.	Project cost details are submitted City Budget form	Ramsey County	Prior to first Periodic Invoice.
2.	Low -to-no barrier meaningful work experience: outreach to youth and adults experiencing homelessness will be conducted and those identified individuals will be provided with day employment and connections to further employment readiness programming. Eligibility screenings will be conducted, to ensure compliance with federal requirements.	375 City of St. Paul residents will be served in the program. Over 3.75 years	Ramsey County responsible either through direct service or contracted partner	January 2023 through September 30, 2026*
3.	Wages Paid: funds will be used to compensate participants for their work through low-barrier payment methods	\$225,000 in wages and stipends will be paid over 3.75 years	Ramsey County responsible either through direct service or contracted partner	January 2023 through September 30, 2026*

Program Goal Area: Youth Employment Affiliate

City Budget allocation: \$100,000.00

Federal recognized intervention: Provides school partnership engagement as part of researched based Learn and Earn.

Summary: Due to the COVID-19 pandemic, school disruption has severely impacted Saint Paul young people. Existing workforce funding streams are focused heavily on supporting out of school youth. As a result, there is a gap in supporting opportunities for youth in school related to career exploration, access to work experiences and internships, and connections to other career readiness and professional development resources. This investment area will allow for Ramsey County to provide systems alignment to create connections for schools located within Saint Paul. This alignment will include additional supports for schools such as industry events and job fairs and other career exploration opportunities for students. In addition, this funding will be used to create a pilot Work Barrier Removal Fund to provide small financial support for COVID-19 impacted students to pay for work related items needed at the start of a job such as uniforms, transportation, and other related items.

Outcome: Supports schools with industry events, job fairs and other career exploration opportunities for St. Paul students.

Measure 1	6 schools based in St. Paul will engage in the Ramsey County Youth Affiliate Program over 3.75 years			
Measure 2:	60 young adults receive resources through Individual Barrier Fund over 3.75 years			
	Activity Description	Performance Target- annual & total (ex. # of participants)	Staff or Entity Responsible (use job titles)	Start Date End Date
1.	Comprehensive Program budget: by sub budget categories. Ex. Staff salaries, participants support, and cost estimates for subsidized employment.	Project cost details are submitted City Budget form	Ramsey County	Prior to first Periodic Invoice.
2.	Create connections for schools located within Saint Paul.	6 new school partnerships in Saint Paul over 3.75 years	Ramsey County responsible either through direct service or through contracted partner	January 2023 through September 30, 2026*
4.	Pilot Work Barrier Removal Fund: provide small financial support for COVID-19 impacted City of St. Paul students to pay for work related items needed at the start of a job such as uniforms, transportation, and other related items. Eligibility screenings will be conducted, to ensure compliance with federal requirements.	60 students will receive supports through fund over 3.75 years	Ramsey County responsible either through direct service or through contracted partner	January 2023 through September 30, 2026*



Program Goal Area: Digital Career Pathways and Resource Hub

City Budget Allocation: \$750,000.00

Federal recognized intervention: Provides engagement activities as part of researched based Learn and Earn.

Summary: Access to employment and training resources is a barrier for youth and young adults in the community. Through various youth engagement sessions, it was identified that there is a gap in sharing employment resources to young people in a way that is organized, meaningful, and reflective of the diversity in our community while also being engaging for young people. This investment area will create an online website serving as a digital hub for youth and young adults in Ramsey County and the City of Saint Paul for employment resources, with a significant emphasis on sharing videos and other content focused on telling the story of local individuals who have overcome barriers to successful career pathways. Content for this site will be informed, developed, and shared by local young people.

Outcome: Online website serving as a digital hub for youth and young adults in the City of Saint Paul for employment resources.				
Measure 1	10 local resources will be made available on the website over 3.75 years			
Measure 2	5 local content videos will be displayed on website over 3.75 years			
Measure 3	12 young adults will be employed to create local content over 3.75 years			
	Activity Description	Performance Target- annual & total (ex. # of participants)	Staff or Entity Responsible (use job titles)	Start Date End Date
1.	Comprehensive Program budget: by sub budget categories. Ex. Staff salaries, participants support, and cost estimates for subsidized employment.	Project cost details are submitted City Budget form	Ramsey County	Prior to first Periodic Invoice.
2.	Create an online website serving as a digital hub for youth and young adults in Ramsey County and the City of Saint Paul for employment resources. Sharing videos and other content focused on local individuals who have overcome barriers to successful career pathways.	10 local resource pages and 5 videos created, over 3.75 years	Contracted service with Road Trip Nation	January 2023 through September 30, 2026*
3.	Content for this site will be informed, developed and shared by local young adults. All young adults will be hired and compensated.	12 young adults annually trained in creative media and Tech pathway, annually and over 3.75 years	Road Trip Nation	January 2023 through September 30, 2026*

Program Goal Area: LEAP

City Budget Allocation: \$600,000.00

Federal Program Alignment: Provides career readiness and support to City of Saint Paul opportunity youth.
<https://www.aecf.org/work/economic-opportunity/work-education-and-income/learn-and-earn-to-achieve-potential>

Summary: Learn and Earn to Achieve Potential (LEAP)TM, a multisite initiative of the Annie E. Casey Foundation, aims to increase employment and educational opportunities for young people facing some of the greatest challenges on the path to adulthood. LEAP focuses on young people who have been in foster care, involved in the justice system, experienced homelessness or are pregnant or parenting. The initiative aims to adapt evidence-based models to meet the needs of these youth, including support to address the trauma they have experienced in their lives. Funding will support LEAP pilot sites with the administering of the Jobs for America's Graduates (JAG) career-readiness curriculum at five partner sites (schools and community-based organizations) across Saint Paul -. Additionally, Saint Paul partner sites will be connected to a wider network of professionals and resources who are serving the same population. These connections will then facilitate a more informed referral system for young people to get connected to additional supports that they may need.

Outcome: Increase employment and educational opportunities for young people who have been impacted by the foster care or justice system, experienced homelessness or are pregnant or parenting.				
Measure # 1	5 new LEAP sites in Saint Paul over 3.75 years			
Measure #2	150 of 200 Saint Paul youth (75% of 200 youth over 3.75 years) will complete the JAG curriculum			
	Activity Description	Performance Target- annual & total	Staff or Entity Responsible (use job titles)	Start and End Date
1.	Comprehensive Program budget: by sub budget categories. Ex. Staff salaries, participants support, and cost estimates for subsidized employment.	Project cost details are submitted on City Budget form	Ramsey County	Prior to first Periodic Invoice.
2.	Development of partner sites to run the LEAP program.	5 Contracts	Ramsey County	January 2023 through September 30, 2026*
3.	Administering of the Jobs for America's Graduates (JAG) career-readiness curriculum at eight partner sites (schools and community-based organizations) across Saint Paul.	150 of 200 youth enrolled during 3.75 years will complete JAG curriculum	Contracted partners TBD	January 2023 through September 30, 2026*

*September 30, 2026, or three months prior to final expenditure deadline (which at the time of this Agreement is December 31, 2026) as required by the Department of Treasury, whichever occurs first.



ATTACHMENT B
CITY OF SAINT PAUL, MN AND RAMSEY COUNTY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
(FEDERAL ASSISTANCE LISTING NO. ALN 21.027)
STATEMENT OF WORK / SCOPE OF SERVICES
(4 Pages)

Entity Responsible for Carrying Out This Project: Ramsey County Workforce Solutions

Address: 160 E. Kellogg Blvd. St. Paul, MN 55101

Contract Manager: Director of Workforce Solutions

Phone #: 651-266-6001

Program Area: Learn and Earn

City Budget Allocation: \$ 7,410,000.00

Federal ARP Recognized Intervention Alignment: [Adult Vocational Training](#)

Summary: To thrive economically, Ramsey County and Saint Paul residents impacted by COVID-19 need additional upskilling to move from lower paid occupations into gateway and target occupations which have more economic opportunity. For those impacted by COVID-19, the cost of training is a significant burden as they must forgo possible wages. To address this challenge, Workforce Solutions is proposing an investment into “Learn & Earn” models for occupational training and upskilling. ARPA eligible Saint Paul residents will have access to Learn and Earn occupational training opportunities supporting residents to assist in paying tuition, books, technology costs, etc. related to the occupational training.

Occupational training is defined as an organized program of study (including an apprenticeship) that leads to ability to perform specific job-related tasks and the attainment of a recognized certification, license, credential, or post-secondary course credit towards a degree, and meets industry competency standards for a specific occupation.¹ Trainings that are provided through this initiative must be focused on assisting residents to enter or progress in a Gateway Occupation. Gateway Occupations are those that have:

- \$42,000+ Average Annual Wage
- Minimal negative impact to employment during the COVID-19 Pandemic
- Strong current demand (unemployment below 3% and/or higher than average job posting volumes in the past 12 months)
- Strong forecasted demand (higher than average forecasted growth through 2026 and/or will likely replace 50% or more of the existing workforce in the next five years)
- Focus on middle-skill jobs with opportunity for advancement into high-wage, high-demand Target occupations through additional experience or educational advancement
- Focus on roles typically requiring an associate degree or less that offer opportunity for immediate employment or early Learn and Earn activities

To ensure that Saint Paul Residents can successfully participate and complete these training programs, compensation will be provided for time spent learning. These may include internships, subsidized wages, stipends for learning, and/or other forms of compensation. Additionally other professional development supports including career pathway coordination,

¹ [Definition is based on CFR 681.540](#)



support services, and asset/wealth creation programming will be made available in collaboration with the occupational training.

<i>Federally Defined Outcomes for Selected Intervention: Increased Earnings, Increased Employment</i>	
All metrics reflect cumulative outcomes for 3.75 years	
Measure 1	257 City Saint Paul eligible residents (60% of 429 occupational training participants) over 3.75 years earn an employment credential/certificate in-demand industry.
Measure 2	257 City of Saint Paul eligible residents' participants (60% of 429 occupational training participants) will gain employment within occupation that has average starting wage of \$21 hr. (\$42,000 annually) over 3.75 years
Measure 3	48 City of Saint Paul eligible residents' participants (75% of 65 entrepreneurial training participants) will gain entrepreneurial training certificates over 3.75 years.
Measure 4	48 students (75% of 65 entrepreneurial training unemployed participants) will receive startup funds to begin a business over 3.75 years
Measure 5	6-10 community-based organizations providing coordination and support
Measure 6	370 of 494 of City of Saint Paul eligible residents who feel hopeful about their economic earning potential (75% of all participants)
Measure 7	77 City of Saint Paul eligible residents (30% of 257 participants who complete occupational training) receive learning paid internship over 3.75 years
Measure 8	257 City of Saint Paul students (60% of 429 occupational training participants) receive learning stipend
Measure 9	370 City of Saint Paul eligible residents (75% of 494 participants) feel connected to their communities over 3.75 years
Measure 10	494 individualized career pathways plans for City of Saint Paul eligible residents completed over 3.75 years

Planning Period

	Activity Description	Performance Target- annual & total (ex. # of participants)	Staff or Entity Responsible (use job titles and not individual names)	Time frame: anticipated Start and End Date
1.	Comprehensive Program budget: by sub budget categories. Ex. Staff salaries, participants support, contracted services, and cost estimates for subsidized employment.	Project cost details are submitted on Saint Paul Budget form	Workforce Solutions Director and Ramsey County ARPA Team	Prior to first Periodic Invoice. And as needed as program evolves and shifts as needed



Learn and Earn Implementation Plan.

Activities listed are the initial Learn and Earn performance measure commitments.

	Activity Description	Performance Target- annual & total (ex. # of participants)	Staff or Entity Responsible (use job titles)	Time frame: anticipated Start and End Date
1.	Career Counseling/Navigation: Professional development supports, including career pathway coordination, support services, asset/wealth creation programming will also be made available in collaboration with the occupational training.	429 individualized career pathways plans completed over 3.75 years	Providers to be identified through competitive bid	January 2023 through September 30, 2026*
2.	Occupational Training: Training provided by this initiative must be focused on assisting residents to enter or progress in a Gateway Occupation. Gateway Occupations are those that have: <ul style="list-style-type: none"> • \$42,000+ Average Annual Wage • Minimal negative impact to employment during the COVID-19 Pandemic • Strong current demand (unemployment below 3% and/or higher than average job posting volumes in the past 12 months) • Strong forecasted demand (higher than average forecasted growth through 2026 and/or will likely replace 50% or more of the existing workforce in the next five years) • Focus on middle-skill jobs with opportunity for advancement into high-wage, high-demand Target occupations through additional experience or educational advancement • Focus on roles typically requiring an associate degree or less that offer opportunity for immediate employment or early Learn and Earn activities Participants will receive subsidized wages, paid internship, or stipends for their time learning. Eligibility screenings will be conducted, and payment will be coordinated with training providers to ensure compliance with federal requirements. ⁱ	257 City Saint Paul eligible residents (60% of 429 occupational training participants over 3.75 years) earn an employment credential/certificate in-demand industry. 257 City of Saint Paul students (60% of 429 occupational training participants) receive learning stipend over 3.75 years 77 City of Saint Paul eligible residents (30% of 257 participants who complete occupational training) receive learning paid internship over 3.75 years	Training partner to be identified through competitive bid. Training programs meets industry competency standards for a specific occupation Ramsey County subrecipients will conduct eligibility screening and retain eligibility documents for audit.	January 2023 through September 30, 2026*
3.	Entrepreneurial Training: providing information, training & mentorship to participants interested in starting their own business, this may include creatively seeking and identify business opportunities; developing budgets and forecast resource needs; understanding various options for acquiring capital and the trade-offs associated with each option; communicating effectively and market oneself and one's ideas and more. Additionally, services can include start-up funds for eligible participants to begin their own business.	48 City of Saint Paul eligible residents' participants (75% of 65 entrepreneurial training participants) will gain entrepreneurial training and may be		



	Eligibility screenings will be conducted to ensure compliance with federal requirements. Funds will only be used for ARPA eligible expenses.	eligible for start up funds. 48 students (75% of 65 entrepreneurial training eligible participants) will receive start up to begin businesses over 3.75 years.		
4	Employment Placement: Youth will be supported as they move from lower paid occupations to move into gateway and target occupations which have more economic opportunity.	257 City of Saint Paul eligible residents' participants (60% of 429 occupational training participants) will gain employment within occupation that has average starting wage of \$21 hr. (\$42,000 annually) over 3.75 years	Ramsey County subrecipient provider.	January 2023 through September 30, 2026

*September 30, 2026, or three months prior to final expenditure deadline (which at the time of this Agreement is December 31, 2026) as required by the Department of Treasury, whichever occurs first.

ⁱ [All eligibility for residents should be determined based on ARPA, ARPA Final Rule, ARPA Guidance and Uniform Guidance.](#)

ATTACHMENT C

(6 pages)

OMB Approved No. 1505-0271 Expiration Date: November 30, 2021
U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND
LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to

Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement

agency;

- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ATTACHMENT D
Standard Federal Award Requirements
(9 Pages)

Where applicable, the County agrees to comply with the following requirements:

I. Non-Discrimination.

The County will comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Agreement.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

J. Equal Protection of the Laws for Faith-based and Community Organizations, Exec. Order No. 13279 signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

K. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

II. Federally Assisted Construction Contracts

For contracts exceeding \$10,000 in a year, and for single purchases exceeding \$10,000.

Definitions

Construction Work: Means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

Contract: Means any Government contract or subcontract or any federally assisted construction contract or subcontract.

Contractor: Means, unless otherwise indicated, a prime contractor or subcontractor.

Federally Assisted

Construction Contract: Means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Equal Economic Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and

the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

III. Contractor Debarment, Suspension, and Responsibility Certification.

Federal Regulation 45 CFR 92.35 prohibits state and local governments from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or a local government. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, the County Certifies: That it and its Principals and Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any contractors or subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the City Program Administrator should the County come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

“Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manger; plant manager; head of a subsidiary, division, or business segment and similar positions).

IV. Additional Provisions

The following list contains additional public laws, executive orders and other federal regulations or requirements which may be applicable to activities funded in whole or in part with federal funds.

ANTI-LOBBYING AND REQUIRED CERTIFICATE

Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certifications pursuant to 31 U.S.C. 1352. By entering into this Agreement, the County certifies 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 Contractor and Subcontractor

must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient (i.e. the City) who will in turn forward the disclosure(s) to the relevant Federal Agency. If the required certification is applicable, the County and each Contractor and/or Subcontractor must sign the certification attached hereto as **Attachment F**, or in a substantially similar form used by the County, and complete a disclosure form if required, and submit it to the City. County form will be on file with the City.

CLEAN AIR ACT

Subrecipients that apply or bid for an award exceeding \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If this Agreement meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the County 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 must 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 (the City).

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The City and County are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

DOMESTIC PREFERENCES FOR PROCUREMENTS

The County should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

COPELAND ANTI-KICKBACK ACT

18 U.S.C. § 874; 29 C.F.R. Part 3.

Prohibits kickbacks to public employees, and any person involved in the administration of federal funds.

EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDERS 11375, 11478, 12086, AND 12107

41 C.F.R. Chapter 60; 24 C.F.R. § 5.105(a)(1).

Relates to equal employment opportunities under federal contracts and federally assisted construction contracts.

UNIFORM ADMINISTRATIVE REQUIREMENTS

2 C.F.R. Part 200, subps. C and D.

Contains uniform administrative requirements applicable to federally funded grants and contracts. Includes requirement for the City and/or federal report on subgrantee activities.

UNIFORM COSTS PRINCIPLES

2 C.F.R. Part 200, subp. E.

Relates to cost and expenditure principles for federally funded grants and contracts.

UNIFORM AUDIT REQUIREMENTS

2 C.F.R. Part 200, subp. F.

Contains audit requirements for non-profit organizations and governmental entities.

EXECUTIVE ORDERS 11625, 12432, AND 12138

2 C.F.R. § 200.321.

Relates to the national programs for Minority Business Enterprises and Women's Business Enterprises.

AGE DISCRIMINATION ACT OF 1975

42 U.S.C. §§ 6101–6107.

No persons shall, on the basis of age, be excluded from participation or be denied benefits, or be subject to any discrimination from any program receiving federal assistance.

ARCHITECTURAL BARRIERS ACT OF 1968

42 U.S.C. §§ 4151–4157.

Requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people.

NATIONAL ENVIRONMENTAL POLICY ACT OF 1969

42 U.S.C. §§ 4321–4370m-12.

The recipient of federal funds assumes the responsibility for ensuring that environmental reviews are completed prior to the start of any activity funded in whole or in part with federal funds.

NATIONAL HISTORIC PRESERVATION ACT OF 1966

54 U.S.C. §§ 300101–307108.

Relates to the process for designating structures on the National Historic Preservation List, and the kinds of activities which may be done as a result of this designation.

ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974

54 U.S.C. §§ 312501–312508.

Provides for the preservation of significant scientific, prehistorical, historical, or archeological data that may otherwise be lost in the course of work on federally funded projects.

HATCH ACT

5 U.S.C. §§ 1501–1508.

Prohibits the financing of any type of political activities with federal funds.

CODE OF CONDUCT AND CONFLICT OF INTEREST

2 C.F.R. § 200.317–.318.

States that no person(s) administering federally funded programs may, as a result of their position, receive personal gain.

IMMIGRATION AND NATIONALITY ACT, AS AMENDED BY IMMIGRATION REFORM AND CONTROL ACT

8 U.S.C. §§ 1324a–1330; 8 C.F.R. § 245a.5.

Prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment. The requirements of this Act apply to Subgrantees and any and all contracts that Subgrantees enter into with any contractor or subcontractor. Also prohibits certain newly legalized aliens from being eligible to apply for benefits under covered activities funded by federal programs.

DRUG-FREE WORKPLACE ACT OF 1988

41 U.S.C. § 701.

Requires federal grant recipients and federal contractors with a contract for more than \$100,000 to adopt a drug-free workplace policy and establish a drug-free awareness program.

EVALUATION OF COST REASONABLENESS

2 C.F.R. §§200.403 and 2 C.F.R. 200.404

Provides criteria that costs must meet in order to be allowable under Federal awards and lists considerations that must be given in determining the reasonableness of a given cost.

ATTACHMENT E
Federal Labor Standards Provisions
Davis Bacon and Related Act Requirements
(4 Pages)

Where applicable, the County agrees to comply with the following requirements:

A. APPLICABILITY

The Project or Program to which the construction work covered by this Agreement pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Agreement pursuant to the provisions applicable to such Federal assistance. This Attachment also contains additional public laws, executive orders and other federal regulations or requirements which may be applicable to activities funded in whole or in part with federal funds.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The DOL shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and the DOL agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by designee to the Administrator of the Wage and Hour Division (“Administrator”), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise designee or will notify designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget (“OMB”) under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), designee shall refer the questions, including the views of all interested parties and the recommendation of designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise designee or will notify designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(v) Contract Work Hours and Safety Standards Act

Pursuant to 40 U.S.C. 3701-3708 and the supplemental Department of Labor Regulations (29 CFR Part 5), all applicable contract awards in excess of \$100,000 that involve the employment of mechanics or laborers, Contractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(2) WITHHOLDING.

Designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) PAYROLLS AND BASIC RECORDS

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Payrolls reports must be submitted in the format requested by the designee. The designee requires the use of LCPTTracker unless an exemption is granted.

ATTACHMENT F
LOBBYING CERTIFICATION
(1 Page)

The undersigned certifies, to the best of the undersigned's knowledge and belief, on behalf of the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the County shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.¹

The undersigned hereby represents and warrants that the undersigned has the authority to sign on behalf of the County. The undersigned certifies or affirms the truthfulness and accuracy of each statement of each certification made herein and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

IN WITNESS WHEREOF, the undersigned has caused this Certification to be executed the day and year first above written on behalf of the County.

RAMSEY COUNTY

By: _____

Print Name: _____

Its: _____

¹ These civil penalty amounts are subject to adjustments for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990, as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015.

ATTACHMENT G

(1 Page)

September 2, 2022

City of St. Paul
15 Kellogg Blvd W
St. Paul, MN 55102

Re: ARPA Workforce initiatives program between Ramsey County and the City of St. Paul

This letter serves as evidence that Ramsey County is Self-Insured under the provisions of Minnesota Statutes Chapter 466. Such coverage includes tort liability with limits of liability as defined by this chapter. The coverage afforded under this self-funded program extends to County employees for activities arising out of the course and scope of their employment as defined under Section 466.07.

The self-funded program includes the liability of an officer or an employee or agent for tort arising out of an alleged act or omission occurring in the performance of duty, subject to the statutory limits of \$500,000 per claimant/\$1,500, 000 for any number of claims arising out of a single occurrence for the liability of the County for any claim within the scope of sections 466.01 to 466.15.

Furthermore, the State of Minnesota designates Ramsey County as a qualified self-insurer for workers' compensation and motor vehicle liability. Ramsey County self-insures for workers' compensation as required by law. Nothing in this letter shall constitute a waiver by the County of any of its statutory or common law immunities, limits, or exceptions on liability.

Very Truly Yours,

Jenny Groskopf

Enterprise Risk Manager

Finance | *Strategic Team*

651-266-8062

121 7th Place East, Suite 2300 St. Paul MN 55101 United States, St. Paul, MN 55101