

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

Request for Signature	
1. Type of document	Professional Services Agreement
2. Aspen PO/contract/document number	WFS-CARES-093
3. Original contract number	WFS-CARES-093
4. Contractor or grantor name	City of Saint Paul (Saint Paul Police Department)
5. Contractor Aspen ID # and CERT SVN and/or DUN #	0000165727
6. Requesting business unit/s	JTPA
7. Authority (required - DO NOT leave blank)	Admin Code:
	Resolution Number: B2020-114
8. Program/project/service/grant name	CARES
9. Brief description of goods, services or grant duties (will be used for the County Board monthly contract report)	Young Adult Transitions
10. Original contract start date	August 13, 2020
11. Original contract end date	December 30, 2020
12. Amendment number and amendment start date	NA
13. Amendment end date	NA
14. Contract type	PSA
15. Original contract amount	\$57,913.00
16. Previous amendment(s) total	NA
17. Amendment amount	NA
18. New total contract value	NA
19. Funding string	2020-13301-810580-G111003-81710-424603
Funding source	
20. Revenue agreement budgeted amount	
21. County contact and phone number	Ling Becker 651-266-6001
22. Signatures	
Department Preparer	Kyle Rahne Date: 8/11/2020
Department Director	Date:
Finance Analyst	Date:
Attorney <i>Stacey D'Andrea</i>	Date: 8/12/2020

August 7, 2020

Jon Loretz and Scott Hvizdos
367 Grove Street St. Paul
St. Paul, 55101

RE: CARES Allocation notice for Young Adult Transitions through December 30, 2020

Dear Jon and Scott,

We are pleased to notify you of your allocation of CARES funding through December 30, 2020. Your allocation for the following request for the Young Adult Transitions proposals is for a total of \$57,913.00.

Next steps:

- You will be assigned a Workforce Solutions (WFS) Primary Contact in the next week who will be introducing themselves to you.
- Our county procurement office will be working on getting a contract agreement with your organization.
- Due to the tight timeline, we are trying to expedite efforts as much as possible so please reach out as you have questions.

Thank you for partnering with Workforce Solutions in serving Ramsey County job seekers. If you have questions or concerns, please contact Integrated Planning Manager, Michelle Belitz at michelle.belitz@co.ramsey.mn.us.

Sincerely,



Ling Becker
Director, Ramsey County Workforce Solutions

Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Workforce Solutions, 2266 2nd Street N., North St. Paul, MN 55109 ("County") and City of Saint Paul Office of Financial Services, 15 West Kellogg Boulevard, Saint Paul, MN 55102, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from August 20, 2020 through December 30, 2020 and may be renewed for up to one (1) additional one year period(s).

The full term of this agreement (including renewals) is 2 year(s), 4 month(s) and 11 day(s).

1.1.1.

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

2. Scope of Service

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

2.1.

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

Contractor shall provide employment and learning opportunities to 8 Ramsey County Residents in accordance with Contractor's quote, which is attached and made a part of this agreement as Attachment A. In the event of a conflict between the Agreement and any Attachment, the Agreement shall control.

Contractor shall provide some or all the following services, as appropriate and in accordance with Attachment A.

a. Career pathway planning activities:

- i. Orientation and Assessment
- ii. Exposure to career pathways (learning kits, virtual coaching, etc.).
- iii. Opportunities to develop skills in leadership, money management/budgeting, problem solving, etc.
- iv. Development of individualized employment, education and other learning plans
- v. Job search & Job Readiness Assistance including: assistance with individualized job search, structured job clubs/workshops, Life Skills Training and preparation of cover letters, resume, interviewing skills, work place expectations, online applications, social media strategies, etc.
- vi. Job Skills training directly related to employment.
- vii. Job placement and agency connection with employers to develop and place participants into volunteer work, unpaid/paid work experience, subsidized/unsubsidized employment.
- viii. Education Pathways – links to education (Adult Basic Education, English as a second language class, High School, GED, Post-Secondary education and pre-employment skills training).

b. Participant Supports

- i. Identify needs and address technology barriers necessary to pursue education and training opportunities.
 - ii. Offer participant stipends and have a documented stipend policy and schedule of stipend payments.
 - iii. Offer participant wages and be in compliance with all applicable wage and employment laws.
 - iv. Have a support service policy and a tracking method to provide support services including transportation, clothing, child-care transmittals, and any specific additional supports to participants.
- c. **Intake and Documentation Collection:**
- i. Complete an intake form on each enrollee to include basic demographics and Covid-19 impact
 - ii. Track workforce and education related activities and outcomes/achievements of each enrollee
 - iii. Submit monthly narrative and data progress reports to Workforce Solutions, in a format to be provided by the County.
 - iv. Submit mid-project and end-project reports as requested by the County.
- d. **Training Requirements**
- i. Contractor will be required to attend orientation and training sessions provided by Workforce Solutions
 - ii. Upon receipt of new or revised program policies and procedures from Workforce Solutions, the Contractor's management is expected to communicate all policy and procedure changes to staff and develop an immediate plan of action to implement the changes.
- e. **Communications and Marketing Requirements**
- i. All publications or presentations related to the Purchased Services and produced by the Selected Contractor must be pre-approved and shall include the County's new logo and the statement, "...funded by [or "funded in part by", as appropriate] Workforce Solutions, a department of Ramsey County, via CARES funding .The County shall provide the Selected Contractor with an electronic version of the County's logo.
 - ii. All information released to the media regarding the Purchased Services shall state that the program is, "funded by [or "funded in part by"] Workforce Solutions, a department of Ramsey County, and operated under contract by" the Selected Contractor.
 - iii. All brochures, publications, presentations, media releases and other written materials produced by the Selected Contractor relating to Purchased Services must be pre-approved by County management or planning staff.
 - iv. Selected Contractor agrees to provide information about purchased services for the county to promote to residents and provide a contract person for referral inquiries.
 - v. Selected Contractor agrees to provide success stories as requested by the County for promotional purposes.

2.1.2

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

2.4.

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

2.5.

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

3. Schedule

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

4. Cost

4.1.

The County shall pay the Contractor a not to exceed amount of \$57,913.00 over the life of the contract according to the agreed to rates.

4.2.

Rates described in Contractor's Modified Budget Form, which is attached and made a part of this Agreement as Attachment B.

5. Special Conditions

5.1.

Monitoring, Reporting, and Budgetary Requirements:

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

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

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

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

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

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

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

5.2.

Background Studies:

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

6. County Roles and Responsibilities

The County shall provide a point of contact for the project. Michelle Belitz at

Contract ID: WFS-CARES-093

michelle.belitz@co.ramsey.mn.us or 651-266-6054. All correspondence and deliverables shall be submitted to Michelle.

7. General Contract/Agreement Terms and Conditions

7.1. Payment

7.1.1.

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

7.1.2.

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

7.2. Application for Payments

7.2.1.

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

7.2.2.

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

7.2.3.

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

7.2.4.

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

7.2.5.

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

7.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

7.3. Independent Contractor

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

7.4. Successors, Subcontracting and Assignment

7.4.1.

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

7.4.2.

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

7.4.3.

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

7.5. Compliance With Legal Requirements

7.5.1.

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

7.5.2.

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

7.6. Data Practices

7.6.1.

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

7.6.2.

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

7.6.3.

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

7.7. Security

7.7.1.

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

7.7.2.

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

7.7.3.

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

7.7.4.

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

7.7.5.

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

7.8. Indemnification

Each party agrees that it will be responsible for its own acts and/or omissions and those of its employees, representatives and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. Each party's liability shall be governed and limited in accordance with Minnesota state law or other applicable law.

7.9. Contractor's Insurance

7.9.1.

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

7.9.2.

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

7.9.3.

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

7.9.3.1.

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

7.9.3.2.

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

7.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

7.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

7.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

7.9.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

7.9.6.

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

7.9.7.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

7.9.8.

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

7.9.9.

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

7.9.10.

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

7.9.11.

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

7.9.12.

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

7.9.13.

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

7.9.14.

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

7.10. Audit

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

7.11. Notices

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

County:

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

Contractor:

City of Saint Paul Office of Financial Services, 15 West Kellogg Boulevard, Saint Paul, MN 55102

7.12. Non-Conforming Services

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

7.13. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

7.14. Conflict of Interest

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

7.15. Respectful Workplace and Violence Prevention

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

7.16. Force Majeure

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

7.17. Unavailability of Funding - Termination

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

7.18. Termination

7.18.1.

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

proceedings or other action.

7.18.2.

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

7.18.3.

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

7.19. Interpretation of Agreement; Venue

7.19.1.

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

7.19.2.

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

7.20. Warranty

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

7.21. Infringement

7.21.1.

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

7.21.2.

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

any other costs paid by the County in conjunction with the use thereof.

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

7.22.1.

Contracts and subcontracts for more than the simplified acquisition threshold currently set at \$175,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

7.22.2.

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

7.22.3.

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

7.22.4.

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

7.22.5.

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

7.23. Debarment and Suspension

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

7.24. Diverse Workforce Inclusion

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

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

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

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

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

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

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

7.25. Alteration

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

7.26. Entire Agreement

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

8. Special Contract Terms and Conditions

8.1.

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

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

COUNTY OF RAMSEY

CITY OF SAINT PAUL OFFICE OF FINANCIAL SERVICES

Ryan T. O'Connor, County Manager
Date: _____

Name: Robert Thomasser
Title: Assistant Chief of Police
Date: _____

Name: Judy Hanson
Title: Assistant City Attorney
Date: _____

Name: John McCarthy
Title: Director of Financial Services
Date: _____

Name: Valerie Jensen
Title: Human Rights and Equal Economic Opportunity Director
Date: _____

Name: Jaime Tincher
Title: Deputy Mayor
Date: _____

**Attachment A – Emergency Purchase Informal Quote Form
Ramsey County Workforce Solutions Young Adult Transitions**

Submission Date: June 19, 2020 County Contact: Kyle Rahne
 Project Start Date: Immediately upon award Project End Date: 12/31/2020

Organization Information

Saint Paul Police Department
Name of organization *Legal name, if different*
367 Grove Street Saint Paul, MN 55101 41-6005521
Address *City, State, Zip* *Employer Identification Number (EIN)*
651-266-5520 651-266-5848 https://www.stpaul.gov/departments/police
Phone *Fax* *Website*
Jon Loretz Commander 651-266-5520 jon.loretz@ci.stpaul.mn.us
E-mail

Name of contact person regarding this application *Title* *Phone* *E-mail*
 Is your organization an IRS 501(c)(3) not-for-profit? Yes X No
 If no, is your organization a public agency/unit of government? X Yes No

If no, list name and address of fiscal agent:

 _____ *Fiscal agent's EIN number*

Project Information

Please give a 3-5 sentence summary of project and what the funds will be used for:
 The Saint Paul Police Department's (SPPD) Law Enforcement Career Path Academy (LECPA) is for young adults, typically ages 18-24, who are interested in becoming SPPD Officers but face financial, educational and/or other barriers to attending college and finding employment. The SPPD, working in partnership with AmeriCorps, MN Dept of Employment and Economic Development, the Community Action Program of Ramsey and Washington County and Century College, has developed a comprehensive program that gives participants an opportunity to earn an Associate's degree and become police officers. Eligible participants earn an hourly stipend while they learn life skills, attend college, and receive the necessary social support services to allow them to achieve a successful career in Law Enforcement.

Demographics of the population served: LECPA targets enrollment for underemployed or unemployed low-income young adults, age 18-24, from Saint Paul's communities of color. Geographic area to be served: St. Paul and Ramsey County.

	Year	Summer	Fall
Total # of Young Adults you would be able to serve if awarded contract	2020	12	12

Budget

Total of Informal Quote : \$230,630
 Total project budget: \$230,630

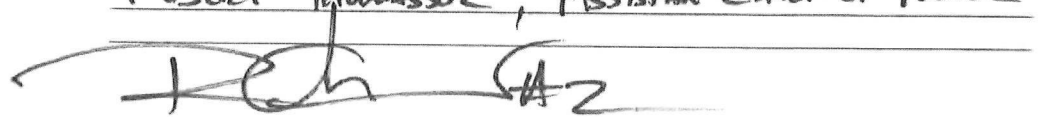
Ramsey County Workforce Solutions Earn/Learn/Lead

Is your organization a current recipient of CARES funds? Yes ___ No If yes, explain what they are used for: SPPD has not received CARE Act funds.

Authorization: By signing below I acknowledge that I am authorized to submit this quote and if awarded a contract, I further acknowledge that the organization will comply with the CARES Act funding requirements and guidance as amended and will comply with data and report submission requirements.

Name and title:

Signature

Robert Hanasser, Assistant Chief of Police


Ramsey County Workforce Solutions Young Adult Transitions

INFORMAL QUOTE NARRATIVE

Quotes submitted by organizations will be reviewed initially to confirm whether each meets the eligibility criteria for the Young Adult Transitions program utilizing CARES funding. Quotes meeting the eligibility criteria will be assessed for available funding awards. If the funds requested in every eligible quote exceed the available CARES funding, the quotes that meet all eligibility criteria will be scored by a review panel consistent with the procedures of the County; the highest scoring quotes(s) will be awarded a contract. When submitting quotes and writing the narratives keep the following in mind:

Quotes will be reviewed based on the following eligibility criteria. For a more detailed description of eligibility criteria, refer to the Emergency Purchase Informal Quote document, section 1.2 – Contractor Qualifications.

- Organizations with the knowledge and experience to provide quality summer or fall employment and career transition services in Ramsey County to Covid-19 impacted young adults (ages 18-24) in areas such as mentorship, financial literacy, leadership, entrepreneurship, self-esteem, confidence, emotional regulation, healthy relationships, cultural identity and wellness, etc. and,
- Organization demonstrates the ability and willingness to comply with CARES Act funding requirements and proposed services and associated costs are not intended to supplant existing resources.

Use the following outline as a guide to your narrative (5 page maximum):

1. Brief summary of organization/mission/vision/goals and why you are seeking funding.
2. Describe how your organization addresses equity, fair and just inclusion into society so all Ramsey County residents can participate, prosper and reach their full potential. Include how your organization focuses on ending racial and socioeconomic disparities in young adult employment and educational attainment.
3. Share how your summer and fall programming will positively impact communities that are disproportionately being affected by Covid-19. Include how the requested services align with Ramsey County's goal to reducing disparities in employment and how they are a response to the barriers caused by Covid-19.
4. Describe the programming that you plan to provide over the summer and/or into the fall.
5. Describe how you will identify COVID-19 impacted young adults and how you will recruit them to participate in your programming.
6. Describe how you will track resident progress in activities and goals, and what the overall outcomes from the services will be.
7. Briefly describe what the funding will be used for, must include a clear explanation of how the funding is not supplanting existing resources. Indicate whether services will be offered in summer/fall or both, who will be served, how many, how will this funding help you to provide services during Covid-19, include whether or not you will be working with other organizations to deliver services (name them). Include any supplies, equipment, procedural changes and/or personnel changes you will need to engage young adults in quality programming for 2020 due to Covid-19.
8. Are there additional needs your organization is requesting funds for, outside the list of examples provided? If so, for what purpose and what portion of your total budget will be allocated for this?



**Saint Paul Police Department
Law Enforcement Career Path Academy (LECPA)**

1. *Brief summary of organization/mission/vision/goals and why you are seeking funding.*

The Saint Paul Police Department is looking for a diverse range of people with a wide variety of backgrounds, talents and experience to “Step Forward” to meet the complex challenges of policing in the 21st Century. Becoming a police officer is a pathway out of poverty. With only a two-year degree, a starting salary with the SPPD is approximately \$60,000 with extensive opportunities for career advancement. LECPA’s goal is to ensure that young adults who aspire to serve as peace officers have the resources and support they need to achieve their dreams. The path to becoming an officer is not easy; this program helps chart a course. We do this by recruiting and training future law enforcement officers that reflect the global constituency we serve.

2. *Describe how your organization addresses equity, fair and just inclusion into society so all Ramsey County residents can participate, prosper and reach their full potential. Include how your organization focuses on ending racial and socioeconomic disparities in young adult employment and educational attainment.*

The SPPD launched a Community Engagement Unit in 2016 after a series of high profile local and national events, including officer involved shootings. This unit was tasked with expanding or launching a series of projects designed to foster trust in the community. The reception from the community and successful programs implemented laid the groundwork to start a Community Engagement Division (CED). One goal of the CED is striving to create a workforce that contains a broad range of diversity including race, gender, language, life experience and cultural background to improve understanding and effectiveness in providing trusted service with respect to all communities.

As Minnesota’s capitol city and second largest agency, the SPPD leads an effort to create stronger connections in the community and assist diverse candidates earn the education required to become an officer. LECPA addresses critical concerns around equity in law enforcement. While people of color are anticipated to reach 22% of the Minnesota population by 2025, a local researcher estimates that officers of color currently comprise less than 4% of the state’s law enforcement community. Compounding the issue, local colleges are not graduating diverse candidates at the numbers required to shift the demographic composition of trained officers. City demographics will continue to change rapidly in the next ten years. While 45% of Saint Paul residents represent communities of color, the SPPD’s reflection of officers is 24%.

Currently, the LECPA program has 29 students with 100% racial diversity and is 40% female; the students speak approximately eight different languages. We know there are young adults from our communities of color that would make excellent police officers. Not having the financial means shouldn’t be a barrier to fulfilling their dreams and serving their communities. The LECPA program provides a pathway for young adults seeking full time employment as a police officer.

3. *Share how your summer and fall programming will positively impact communities that are disproportionately being affected by Covid-19. Include how the requested services align with Ramsey County’s goal to reducing disparities in employment and how they are a response to the barriers caused by Covid-19.*



Communities of color were affected disproportionately by COVID-19. Many individuals, especially those in the service industry or in occupations that provide entry-level wages, lost their jobs and a number of businesses were permanently closed. One of our community partners in LECPA, Americorp, was also negatively impacted by the pandemic and was hampered in recruitment, service and programming. This directly affects our current LECPA students and potential program recruits as they are in contracts with the organization to receive job skills development. The availability of this program and our relationship with Americorp makes a tangible difference for disadvantaged communities and individuals coping with some of our nation's biggest challenges: poverty, inequity, homelessness and a lack of access to education. Our request will fund Summer and Fall programming for up to 12 young adults from these communities which provides transition opportunities to not only join the workforce but earn a college degree and begin a lifelong career in a field that critically needs their representation and participation.

Prior to the pandemic in Q1 2020, we began hosting recruitment and orientation sessions required for candidates interested in a career in law enforcement as we planned to begin a 6th cohort of 12 LECPA students. Attending a session is mandatory because it introduces the requirements of becoming a police officer and begins an assessment of psychological, cognitive and physical fitness abilities. Furthermore, these orientation sessions were well attended, however, we were unable to start this cohort due to the challenges of the pandemic. We recognize that in some communities, support for a loved one to enter law enforcement may be limited. To address that, our orientation sessions are designed to recruit the whole family and help alleviate some of their concerns.

4. Describe the programming that you plan to provide over the summer and/or into the fall.

The LECPA program supports students in their progression along a two-and-half year pathway into a career in law enforcement. The program includes a partnership with a post-secondary institution (Century College) and a work force development partner (Community Action Partnership), to engage and train candidates annually. Because this program is conducted in cohorts, we have students that are in various levels of completion. We currently have 29 LECPA students enrolled in the program and are completing academic coursework in pursuit of their degree. A number of these will be graduating from the program because they will have earned their degree and will be in the SPPD's Fall police academy. Therefore, we need to replace these students beginning this Summer. The cohort model of instruction provides a network of peers and comradery that supports engagement with the program. Key program activities are:

- Outreach, Recruitment, Screening and Orientation to the Field: Through partnerships with Saint Paul's Right Track program and professional organizations such as the Black, Latino, Asian and Somali police officer associations, we offer several orientation sessions, anticipating a total of 200 young adults will participate in a day long orientation covering the physical, educational and criminal background checks required to work in law enforcement. The program recognizes that a number of attendees of the orientation sessions will determine law enforcement isn't a field for them, which is the reason for appealing to so many young adults.
- Selection and Career Navigation: Students who complete the orientation are assisted in completing a career plan. Community Action Partnership serves as a key partner in LECPA, providing a fulltime staff person, or Career Navigator, to support enrollment, determine and document eligibility for appropriate social services and aid in career navigation. Each LECPA participant receives an individualized case plan that addresses barriers to employment. This also includes wrap-around support with connections for childcare, health care, housing subsidies and SNAP. The top candidates are selected



to participate in entry level skills certificate training-tuition free. Students will participate in 80+ hours of foundational skills training taught by Century College faculty. Instructional strategies include a service-learning component and stipends, offering the opportunity for hands on work experience. Students completing the training receive a Mental Health First Aid certification. Furthermore, students will participate in coursework including college success strategies and an introduction to community policing, earning them five college credits towards an A.S. degree in Law Enforcement. Century's embedded Professional Licensing Program (PLP) will prepare students for the Peace Officers Standards and Training board licensing exam. If students fulfill their contracted hours with AmeriCorps, they are entitled to an educational award, which provides assistance to continue working towards whatever degree they wish to pursue.

- **Training/Career Laddering:** The program is designed for the student to provide service hours to the community. The students do this by attending all the community engagement events sponsored by the police department and community events cultivated through our community partners. This is beneficial to the SPPD and community as students have two years to demonstrate their commitment and understanding of the "Saint Paul Way" of providing services. LECPA students staff recruitment tables, engage youth in activities, aid officers at the events through traffic control and crowd management, administer surveys and serve as department ambassadors during events. SPPD staff dedicated to the LECPA program serve as advisors and mentors. Students have opportunities to ride-along with officers to experience and better understand the job of a police officer.

5. Describe how you will identify COVID-19 impacted young adults and how you will recruit them to participate in your programming.

The SPPD employs four community engagement specialists that provide outreach to the following communities: African American, Latino & Native American, Hmong/SE Asian and Somalia/East African. A large percentage of people representing these demographics receive their information by word of mouth or community meeting settings and may have limited computer skills or even access to the internet. This hampered our efforts at recruitment because COVID-19 prevented us from participating in community events, high school career planning classes and job fairs, thereby disproportionately impacting our disadvantaged communities. We had already identified 8-10 interested students; we've recently reached out and determined they are still interested in the program. In the spirit of equity of job opportunity, we will again offer three orientation sessions as a new group of potential candidates are now available because of recent high school graduations.

We also actively work with culturally based professional police associations, requesting support for recruitment and mentoring of young adults. SPPD hosts an advisory committee that meets 4-6 times/year to conduct collaborative planning. The team will include employers, vocational trainers, a career navigator and student representatives. Committee members will help identify prospective employers, contribute subject matter expertise for integrated training, and identify mentors.

6. Describe how you will track resident progress in activities and goals, and what the overall outcomes from the services will be.

SPPD will conduct an annual outcome-based evaluation. Data will be collected with monthly program performance reports reviewed by program staff. SPPD's program manager is already trained on meeting the program requirements and data tracking necessary for our grant partners and is responsible for data quality control. Data collection is also required of subcontracted providers, including:



- Credential and Credit attainment: Industry certification will be routed from vocational trainers at the end of training. Century College will also verify credit attainment.
- Job placement: All placements are recorded by the Career Navigator in program software. Staff enters placement data immediately following work verification by SPPD staff.
- Employment retention: Career Navigators will provide monthly follow-ups to address barriers impeding employment retention, with case notes recording retention rates.
- Wage progression: Will be tracked and verified by income stubs.

7. Briefly describe what the funding will be used for, must include a clear explanation of how the funding is not supplanting existing resources. Indicate whether services will be offered in summer/fall or both, who will be served, how many, how will this funding help you to provide services during Covid-19, include whether or not you will be working with other organizations to deliver services (name them). Include any supplies, equipment, procedural changes and/or personnel changes you will need to engage young adults in quality programming for 2020 due to Covid-19.

As indicated earlier, the SPPD's LECPA program is successful because of the collaboration with AmeriCorps, Community Action Partnership (CAP) and Century College. SPPD is the project lead coordinating partnerships, recruitment, and contextualized learning (orientations, mentoring and service learning). AmeriCorps aids in structuring contracts for the students and pays living stipends for program members once they are signed to annual contracts. Century College offers a POST recognized educational program and oversees all course curricula, certifications, credentials and course credits. Community Action Partnership (CAP) has over 50 years of experience providing poverty alleviation services including support for life emergencies such as day care, transportation and other unforeseen expenses.

The total cost of the LECPA is more than \$1.1 million per year. Some of the funding that was identified to begin a 6th cohort in Spring 2020 will no longer be available past June 30, and we are seeking Ramsey County funds to cover some or all of the costs that have been incurred as a result of disruptions caused by the COVID-19 pandemic, which forced us to move the 6th cohort to Fall 2020.

We estimate these costs at \$230,630. Of this, as much as \$35,075 might be covered through existing sources, depending on the results of ongoing negotiations concerning the use of funds that were originally mandated to be spent by June 30. While this is pending, we are requesting the full amount from Ramsey County and will revisit if an award is made. The cost breakdown is as follows:

A) Overhead Costs: \$23,063 requested.

- SPPD uses the federal de minimis rate of 10% of total costs for federal grants. \$23,063.

B) Direct Program Services/Contracted Costs: \$130,425 requested.

- One of the beneficial components of this program is for students to have mentoring time with SPPD officers. In our proposal, in order to ensure this cohort has the proper supervision, direction and programming, we request partial funding for a program officer (\$35,000), including fringe (\$15,050), until YE2020. Total salary and fringe is \$50,050.
- LECPA's program staff is representative of the communities we seek to reach. This allows personal understanding of the cultural and financial barriers students may face for success. Further, SPPD's outreach model recognizes the need to gain family support for their son or daughter pursuing a career in law enforcement. LECPA orientation sessions request attendance



by family in order to recruit and attract participants to the program. We must hold orientation sessions and provide refreshments and printed materials such as brochures and handouts to aid in our recruitment. \$3,000.

- The LECPA program pays for CAP to hire a dedicated, fulltime career navigator which is critical for student's success. This navigator develops a customized employment to help students identify achievable outcomes and set timelines for a career in law enforcement. Once the student begins the entry-level skills training, the career navigator has weekly contact with them as a check-in and holds in-person quarterly meetings. The career navigator also connects students to other available services within the community and integrates programs aimed at increasing financial stability such as a tax clinic, financial literacy and a car ownership program. Contracted cost of salary and fringe is \$37,500.
- Because many of the students selected live at or below the poverty line, emergency assistance is necessary to provide direct assistance to students which allows for necessary or emergency expenses such as food, transportation, vehicle repair, housing, household items, daycare and medical expenses. This portion of the program is facilitated by CAP's career navigator. An allocation of \$400 for each (12) students is requested. \$4,800.
- Century College provides a dedicated faculty so the cohort can remain together for their initial coursework. This is also critical to the program's success as they have dedicated discussion time and allows for coordination in schoolwork. \$30,000.
- Century College assists in recruitment and orientation, registration and onboarding. Entrance criteria aligns to Century College's application process and utilizes Accuplacer test scores and transcript review for placement. \$2,675.
- Payroll Processing. LECPA students are not employed by the SPPD; instead, they contract with Americorp. Therefore, we utilize a 3rd party payroll processing company that charges an administrative rate. Until the end of 2020, we estimate this amount. \$1,500.
- Background checks are necessary as students will have access to SPPD facilities and vehicles. These are approximately \$75 for each of the 12 students. \$900.

C) Participant Service: \$77,142 requested.

- Student stipends are necessary to provide a financial incentive for the students to conduct their service hours as required by Americorp. This would be paid to all students for Sept-Dec, or four months. We estimate an annual stipend of approximately \$14,400; therefore, a third of that amount is \$4,800. 12 students * \$4,800 is \$57,600.
- FICA for these stipends - calculated at 7.65% - is \$4,406.
- Our experience is that a third of the students we enroll in the program don't have healthcare. This is extremely important as we feel that everyone is entitled to good health. This amount would provide this necessary care for four students at a cost of \$345.60 per student per month, totaling (\$346* 4 students) * 4 months totals, \$5,536.
- LECPA students represent the SPPD at community events and gatherings. They are provided with Summer and Fall uniforms, as well as boots, belt and jacket. \$7,200.
- Books for coursework until 2020YE is \$2,400.

8. Are there additional needs your organization is requesting funds for, outside the list of examples provided? If so, for what purpose and what portion of your total budget will be allocated for this? No, our complete budget was explained in question #7.



**Saint Paul Police Department
Law Enforcement Career Path Academy (LECPA)**

1. *Brief summary of organization/mission/vision/goals and why you are seeking funding.*

The Saint Paul Police Department is looking for a diverse range of people with a wide variety of backgrounds, talents and experience to “Step Forward” to meet the complex challenges of policing in the 21st Century. Becoming a police officer is a pathway out of poverty. With only a two-year degree, a starting salary with the SPPD is approximately \$60,000 with extensive opportunities for career advancement. LECPA’s goal is to ensure that young adults who aspire to serve as peace officers have the resources and support they need to achieve their dreams. The path to becoming an officer is not easy; this program helps chart a course, as an alternative for those who could not afford the usual and expensive path including a full four-year degree. We do this by recruiting and training future law enforcement officers that reflect the global constituency we serve.

2. *Describe how your organization addresses equity, fair and just inclusion into society so all Ramsey County residents can participate, prosper and reach their full potential. Include how your organization focuses on ending racial and socioeconomic disparities in young adult employment and educational attainment.*

The SPPD launched a Community Engagement Unit in 2016 after a series of high profile local and national events, including officer involved shootings. This unit was tasked with expanding or launching a series of projects designed to foster trust in the community. The reception from the community and successful programs implemented laid the groundwork to start a Community Engagement Division (CED). One goal of the CED is striving to create a workforce that contains a broad range of diversity including race, gender, language, life experience and cultural background to improve understanding and effectiveness in providing trusted service with respect to all communities.

As Minnesota’s capitol city and second largest agency, the SPPD leads an effort to create stronger connections in the community and assist diverse candidates earn the education required to become an officer. LECPA addresses critical concerns around equity in law enforcement. While people of color are anticipated to reach 22% of the Minnesota population by 2025, a local researcher estimates that officers of color currently comprise less than 4% of the state’s law enforcement community. Compounding the issue, local colleges are not graduating diverse candidates at the numbers required to shift the demographic composition of trained officers. City demographics will continue to change rapidly in the next ten years. While 45% of Saint Paul residents represent communities of color, the SPPD’s reflection of officers is 24%.

Currently, the LECPA program has 29 students with 100% racial diversity and is 40% female; the students speak eight different languages. We know there are young adults from our communities of color that would make excellent police officers. Not having the financial means for a full four-year degree shouldn’t be a barrier to fulfilling their dreams and serving their communities. The LECPA program provides a pathway for young adults seeking full time employment as a police officer.

3. *Share how your summer and fall programming will positively impact communities that are disproportionately being affected by Covid-19. Include how the requested services align with Ramsey*



County's goal to reducing disparities in employment and how they are a response to the barriers caused by Covid-19.

Communities of color were affected disproportionately by COVID-19. Many individuals, especially those in the service industry or in occupations that provide entry-level wages, lost their jobs and a number of businesses were permanently closed. One of our community partners in LECPA, Americorp, was also negatively impacted by the pandemic and was hampered in recruitment, service and programming. This directly affects our current LECPA students and potential program recruits as they are in contracts with the organization to receive job skills development. The availability of this program and our relationship with Americorp makes a tangible difference for disadvantaged communities and individuals coping with some of our nation's biggest challenges: poverty, inequity, homelessness and a lack of access to education. Our request will fund Fall programming for up to 8 young adults from these communities which provides transition opportunities to not only join the workforce but earn a college degree and begin a lifelong career in a field that critically needs their representation and participation.

Earlier this year we began hosting recruitment and orientation sessions required for candidates interested in a career in law enforcement as we planned to begin a 6th cohort of LECPA students. Attending a session is mandatory because it introduces the requirements of becoming a police officer and begins an assessment of psychological, cognitive and physical fitness abilities. Furthermore, we recognize that in some communities, support for a loved one to enter law enforcement may be limited. To address that, our orientation sessions are designed to recruit the whole family and help alleviate some of their concerns. These orientation sessions were well attended, however, we had to halt activities and were unable to start this cohort as scheduled due to the challenges of the pandemic.

As we work toward starting the sixth cohort in September, it will be different than any of the previous five, as we make necessary adjustments for COVID-19.

For the first time, we secured laptops for all the incoming students, in expectation that courses taught by Century College will require distance learning for at least a portion of the semester, and perhaps more. When the pandemic struck this spring, Century College closed for three weeks and resumed with virtual learning only. They will continue these arrangements in the fall and adjust as necessary.

In addition, each LECPA participant is expected to contribute 1700 hours of service annually, and the projects carried out by the participants are responding to the needs during the COVID-19 pandemic. For example, through a partnership forged this year with the nonprofit organization Neighborhood House, LECPA participants will support the food shelf's revised distribution model. In May LECPA participants led a three-week food drive and distributed food to East African Muslim households for Iftar, using a revised model to comply with CIVOD concerns. LECPA participants staff temperature-taking stations at SPPD locations to try to identify individuals with signs of the virus and prevent its spread. As SPPD resumes outreach activities interrupted by the pandemic, we are including COVID-19 education. The LECPA participants have cultural and linguistic capacities that will be valuable for reaching specific communities.



4. Describe the programming that you plan to provide over the summer and/or into the fall.

The LECPA program supports students in their progression along a two-and-half year pathway into a career in law enforcement. The program includes a partnership with a post-secondary institution (Century College) and a work force development partner (Community Action Partnership), to engage and train candidates annually. Because this program is conducted in cohorts, we have students that are in various levels of completion. We currently have 29 LECPA students enrolled in the program and are completing academic coursework in pursuit of their degree. A number of these will be graduating from the program because they will have earned their degree and will be in the SPPD's next Police Academy. Therefore, we need to replace these students. The cohort model of instruction provides a network of peers and comradery that supports engagement with the program. Key program activities are:

- Outreach, Recruitment, Screening and Orientation to the Field: Through partnerships with Saint Paul's Right Track program and professional organizations such as the Black, Latino, Asian and Somali police officer associations, we offer several orientation sessions, anticipating a total of 200 young adults will participate in a day long orientation covering the physical, educational and criminal background checks required to work in law enforcement. The program recognizes that a number of attendees of the orientation sessions will determine law enforcement isn't a field for them, which is the reason for appealing to so many young adults.
- Selection and Career Navigation: Students who complete the orientation are assisted in completing a career plan. Community Action Partnership (CAP) serves as a key partner in LECPA, providing a fulltime staff person, or Career Navigator, to support enrollment, determine and document eligibility for appropriate social services and aid in career navigation. Each LECPA participant receives an individualized case plan that addresses barriers to employment. This also includes wrap-around support with connections for childcare, health care, housing subsidies and SNAP. The top candidates are selected to participate in entry level skills certificate training-tuition free. Students will participate in 80+ hours of foundational skills training taught by Century College faculty. Instructional strategies include a service-learning component and stipends, offering the opportunity for hands on work experience. Students completing the training receive a Mental Health First Aid certification. Furthermore, students will participate in coursework including college success strategies and an introduction to community policing, earning them five college credits towards an A.S. degree in Law Enforcement. Century's embedded Professional Licensing Program (PLP) will prepare students for the Peace Officers Standards and Training board licensing exam. If students fulfill their contracted hours with AmeriCorps, they are entitled to an educational award, which provides assistance to continue working towards whatever degree they wish to pursue.
- Training/Career Laddering: The program is designed for the student to provide service hours to the community. The students do this by attending all the community engagement events sponsored by the police department and community events cultivated through our community partners. This is beneficial to the SPPD and community as students have two years to demonstrate their commitment and understanding of the "Saint Paul Way" of providing services. LECPA students staff recruitment tables, engage youth in activities, aid officers at the events through traffic control and crowd management, administer surveys and serve as department ambassadors during events. SPPD staff dedicated to the LECPA program serve as advisors and mentors. Students have opportunities to ride-along with officers to experience and better understand the job of a police officer.

5. Describe how you will identify COVID-19 impacted young adults and how you will recruit them to participate in your programming.



The SPPD employs four community engagement specialists that provide outreach to the following communities: African American, Latino & Native American, Hmong/SE Asian and Somali/East African. A large percentage of people representing these demographics receive their information by word of mouth or community meeting settings and may have limited computer skills or even access to the internet. This hampered our efforts at recruitment in 2020 because COVID-19 prevented us from participating in community events, high school career planning classes and job fairs, thereby disproportionately impacting our disadvantaged communities.

We also actively work with culturally based professional police associations, requesting support for recruitment and mentoring of young adults. SPPD hosts an advisory committee that meets 4-6 times/year to conduct collaborative planning. The team will include employers, vocational trainers, a career navigator and student representatives. Committee members will help identify prospective employers, contribute subject matter expertise for integrated training, and identify mentors.

With early stage recruiting activities that have taken place so far, 47 people applied to the program. Of these, 20 were Ramsey County residents aged 18-24 years old. Of the entire pool, we have identified 12 individuals who are strong candidates and still interested; final selections are likely to come from this pool. 50% of these live in Ramsey County, and 58% are aged 18-24.

Our usual process also includes an intake conducted by our partners at Community Action Partnership (CAP). This screening was also disrupted by the COVID-19 pandemic. CAP recently added questions to determine which candidates, or their families, have been impacted by COVID-19 and the resulting pandemic; 67% indicated that they have been (and we are waiting to hear from 17%). Based on what we know of this pool, we anticipate that 3 of the 8 individuals chosen for the Fall cohort will fully meet the criteria for this funding source.

6. Describe how you will track resident progress in activities and goals, and what the overall outcomes from the services will be.

SPPD will conduct an annual outcome-based evaluation. Data will be collected with monthly program performance reports reviewed by program staff. SPPD's program manager is already trained on meeting the program requirements and data tracking necessary for our grant partners and is responsible for data quality control. Data collection is also required of subcontracted providers, including:

- Credential and Credit attainment: Industry certification will be routed from vocational trainers at the end of training. Century College will also verify credit attainment.
- Job placement: All placements are recorded by the Career Navigator in program software. Staff enters placement data immediately following work verification by SPPD staff.
- Employment retention: Career Navigators will provide monthly follow-ups to address barriers impeding employment retention, with case notes recording retention rates.
- Wage progression: Will be tracked and verified by income stubs.

7. Briefly describe what the funding will be used for, must include a clear explanation of how the funding is not supplanting existing resources. Indicate whether services will be offered in summer/fall or both, who will be served, how many, how will this funding help you to provide services during Covid-19, include whether or not you will be working with other organizations to deliver services (name them).



Include any supplies, equipment, procedural changes and/or personnel changes you will need to engage young adults in quality programming for 2020 due to Covid-19.

As indicated earlier, the SPPD's LECPA program is successful because of the collaboration with AmeriCorps, Community Action Partnership (CAP) and Century College. SPPD is the project lead coordinating partnerships, recruitment, and contextualized learning (orientations, mentoring and service learning). AmeriCorps aids in structuring contracts for the students and pays living stipends for program members once they are signed to annual contracts. Century College offers a POST recognized educational program and oversees all course curricula, certifications, credentials and course credits. Community Action Partnership (CAP) has over 50 years of experience providing poverty alleviation services including support for life emergencies such as day care, transportation and other unforeseen expenses; their support keeps participants from being forced to drop out due to the disruptions that are faced too frequently by low-income households.

The total cost of the LECPA is more than \$1.1 million per year. Some of the funding that was identified to begin a 6th cohort in Spring 2020 was no longer available after June 30, and we are seeking Ramsey County funds to cover some of the costs that have been incurred as a result of disruptions caused by the COVID-19 pandemic, which forced us to move the 6th cohort to Fall 2020.

Because the requested funds will only pay for costs of individuals that match all the criteria (age, residency, affected directly by COVID-19), we estimate that 3 of the 8 cohort members (37.5%) will meet all the criteria for this program, and have adjusted the budget accordingly, as noted in the specific items below, to only request that Ramsey County cover 37.5% of some costs that apply to the full cohort.

We also have provided a fuller breakdown of the costs, including expenses that are not directly included in this request because they are covered by other funders. But several of these expenses are directly related to adjustments made due to COVID-19, such as providing laptops to participants because Century College moved to distance learning, and it is illustrative of the ways in which the pandemic forced disruptions and adjustments that added expense to the program.

The cost breakdown, covering the period of September to December 2020, is as follows. Underlined figures represent costs included in the request to Ramsey County, totaling \$57,911:

A) *Overhead Costs: \$5,791 requested.*

- SPPD uses the federal de minimis rate of 10% of total costs for federal grants. \$5,791.

B) *Direct Program Services/Contracted Costs: \$34,819 requested.*

- Mentoring: One of the beneficial components of this program is for students to have mentoring time with SPPD officers. In our proposal, we have included funding for a program officer who performs this mentoring role. The full salary and fringe for the four months is \$50,050; 37.5% of this equals \$18,769.
 - We also note that in this request we are showing other SPPD staff costs involved in running the LECPA; this is roughly \$165,000 for the four months. In this request we are only including the costs of the SPPD Officer serving as mentor, adjusted to 37.5% to match the number of individuals we believe will fully meet the criteria of this funding source. Dedicated funding is important for this position because the officer is likely to



be reassigned to other duties if funded through general operating; this would eliminate the mentoring for incoming LECPA participants.

- Recruiting: LECPA's program staff is representative of the communities we seek to reach. This allows personal understanding of the cultural and financial barriers students may face for success. Further, SPPD's outreach model recognizes the need to gain family support for their young adult pursuing a career in law enforcement. We will soon start recruiting for the seventh cohort in 2020. We show these costs of recruiting here but are not including them in the request to Ramsey County.
- Career Navigator: The LECPA program pays for CAP to hire a dedicated, fulltime career navigator who is critical for student's success. This navigator develops a customized employment to help students identify achievable outcomes and set timelines for a career in law enforcement. Once the student begins the entry-level skills training, the career navigator has weekly contact with them as a check-in and holds in-person quarterly meetings. The career navigator also connects students to other available services within the community and integrates programs aimed at increasing financial stability such as a tax clinic, financial literacy and a car ownership program. The contracted cost of salary and fringe for this time period is \$37,500; this not based on the number of individuals in the specific cohort. We also know that the LECPA participants and their families have experienced more hardships this year due to COVID-19 and the economic downturn, and they are making more requests of the CAP Navigator. 37.5% of the \$37,500 is \$14,063.
- Emergency Assistance. Because many of the students selected live at or below the poverty line, emergency assistance is necessary to provide direct support to all LECPA students - this allows for necessary or emergency expenses such as food, transportation, vehicle repair, housing, household items, daycare and medical expenses. Without this assistance, some would be forced to drop out of the program. This assistance is facilitated by CAP's Career Navigator. A total of \$8000 is shown, estimating \$400 each for 20 current and incoming students. We include 3 cases of emergency assistance total in this request, representing the number of the requests that will come from incoming LECPA members who fit the program's demographic criteria and whose hardships were caused by the COVID-19 pandemic: \$1200.
- Century College (three line items on the budget) provides a dedicated faculty so the cohort can remain together for their initial coursework. This is also critical to the program's success as they have dedicated discussion time and allows for coordination in schoolwork. The cost of this contract is the same if it includes any number from 6 to 15 students. Century College also assists in recruitment and orientation, registration and onboarding. Entrance criteria aligns to Century College's application process and utilizes Accuplacer test scores and transcript review for placement. In response to the COVID-19 pandemic, and the switch to distance learning, the contract for Fall 2020 includes Century College providing laptops for all the incoming LECPA students. The \$41,075 for these contracts has been covered by another funder.
- Payroll Processing. LECPA students are not employed by the SPPD; instead, they contract with Americorp. Therefore, we utilize a 3rd party payroll processing company that charges an administrative rate. We estimate this amount at \$1,500, 37.5% of which is \$563.



- Background checks are necessary as students will have access to SPPD facilities and vehicles. We have not listed SPPD staff time involved in these checks, but the fees for these checks are approximately \$75 each; for three students this equals \$225.

C) *Participant Service: \$17,302 requested.*

- Student stipends are necessary to provide a financial incentive for the students to conduct their service hours as required by Americorp. This would be paid to all students for Sept-Dec, or four months, at \$4,800 per person. 3 students * \$4,800 is \$14,400.
- FICA for these stipends - calculated at 7.65% - is \$1,102.
- Healthcare. Our experience is that a third of the students we enroll in the program don't have healthcare. This is extremely important as we feel that everyone is entitled to good health. Providing this care for three students at a cost of \$345.60 per student per month totals \$4,147.20; this is not included in the request to Ramsey County.
- LECPA students represent the SPPD at community events and gatherings. They are provided with Summer and Fall uniforms, as well as boots, belt and jacket. The total cost is \$600 per person; to equip 3 students is \$1800.
- Books for coursework until 2020YE is approximately \$200 per student. This is covered by another funder.

D. *Revenue*

- ServeMN: LECPA serves as an AmeriCorp partner; when participants are signed to annual contracts they are eligible for living stipends and ServeMN covers some additional costs.
 - DEED: MN Department of Employment and Economic Development (DEED) provided a grant for the sixth cohort for 2019-2020. This grant expired June 30 but some costs of the sixth cohort were covered with this grant.
 - Foundations/SPPD general operating/tbd: SPPD provides some staff and overhead costs as in-kind to LECPA, but will not cover direct program costs from general operating. If staff costs are not covered through outside funding sources dedicated to LECPA, staff are likely to be reassigned to other duties.
 - Through the Saint Paul Police Foundation (SPPF), SPPD receives some private funding donated from individuals and foundations; most of this funding is designated for specific programs but the general portion has been used to cover small gaps in program costs in the past. The largest recent sources of these funds – the Grotto and Otto Bremer Foundations - have not declared what they might donate for 2020-2021.
8. Are there additional needs your organization is requesting funds for, outside the list of examples provided? If so, for what purpose and what portion of your total budget will be allocated for this?
No, our complete budget was explained in question #7.

ATTACHMENT B

St Paul Police Department Law Enforcement Career Path Academy (LECPA) REVISED Request to Ramsey County Young Adult Transitions		<i>See narrative for descriptions of items</i>
Budget Category	Full Program Budget	Current Request 8.4.20
A) Overhead Costs		
10% federal "de minimis" rate	\$34,451.83	\$5,791
Overhead subtotal	\$34,452	\$5,791
B) Direct Program Services/Contracted Costs		
SPPD Staff Salaries	\$115,551.00	\$13,125
Fringe (43%)	\$49,687	\$5,644
Supplies for Orientations: food, printing, brochures	\$3,500.00	\$0
CAP Salaries & Fringe - Career Navigator	\$37,500.00	\$14,063
Emergency Assistance for students (\$400 each)	\$8,000.00	\$1,200
Century College Faculty	\$30,000.00	\$0
Century College recruitment and onboarding	\$2,675.00	\$0
Laptops for incoming students	\$6,000.00	\$0
Payroll Processing (for students)	\$1,500.00	\$563
Background checks (\$75 * 12)	\$900.00	\$225
Direct Program Services subtotal	\$255,313	\$34,820
C) Participant Service		
Student Stipends for Summer/Fall (8*\$4,800)	\$38,400.00	\$14,400
FICA (7.65%)	\$2,937.60	\$1,102
Healthcare (\$2,073 * 3 students)	\$6,219.00	\$0
Uniforms & Equipment (\$600 * 8)	\$4,800.00	\$1,800
Books	\$2,400.00	\$0
Participant Services subtotal	\$54,757	\$17,302
Budget Total (overhead, direct, participant)	\$344,521	\$57,913
Revenue		
Ramsey County (this request)	\$57,913.00	
ServeMN	\$82,150.20	
DEED	\$41,075.00	
Foundations/SPPD Operating (staff/overhead only)/td	\$163,383.16	
TOTAL	\$344,521.36	



BOARD OF COMMISSIONERS

RESOLUTION

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

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

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

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

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

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

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

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

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

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Nicole Frethem	X		
Trista MatasCastillo	X		
Jim McDonough	X		
Mary Jo McGuire	X		
Rafael Ortega	X		
Victoria Reinhardt	X		
Toni Carter	X		

Toni Carter, Chair

By: A.G.
 for Janet M. Guthrie
 Chief Clerk - County Board

RD OF COMMISSIONERS



RESOLUTION

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

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

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

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

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

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

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

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

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

Ramsey County Board of Commissioners

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

Toni Carter, Chair

Signature of Janet M. Guthrie, Chief Clerk - County Board