

**SMALL BUSINESS RELIEF GRANT PROGRAM  
UNDERWRITING SERVICES AGREEMENT  
BY AND BETWEEN  
CITY OF RAMSEY  
AND  
CENTRAL MINNESOTA DEVELOPMENT COMPANY**

This agreement is entered into this \_\_\_\_ day of September 2020, by and between the City of Ramsey, a Minnesota Municipal Corporation, located at 7550 Sunwood Drive NW, Ramsey, MN 55303 (“CITY”) and Central Minnesota Development Company, a Minnesota non-profit corporation, located at 1885 Station Parkway NW, Andover, MN 55304, (“CMDC”).

**RECITALS**

**WHEREAS**, the CITY has established the Ramsey Small Business Relief Grant Program (“SBRGP”) for the purposes of assisting businesses adversely impacted by the COVID-19 Pandemic; and

**WHEREAS**, the SBRGP is designed to provide grant funds to these businesses to assist with expenses resulting from impacts associated with the COVID-19 Pandemic; and

**WHEREAS**, the CITY needs professional underwriting assistance to process SBRGP Grant requests; and

**WHEREAS**, CMDC has the expertise and personnel to adequately provide the underwriting services; and is willing to provide these services to the CITY.

**NOW THEREFORE**, upon reasonable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. CITY and its staff will serve as the intake portal for all SBRGP Grant requests and applications.
2. CITY staff will review all applications and check for preliminary eligibility and completeness.
3. CMDC will train staff on SBRGP program eligibility, individual staff responsibilities and workflow.
4. Complete applications along with supporting documentation will be submitted to CMDC staff by CITY for eligibility verification and underwriting. CMDC staff will intake and log information received from CITY for the businesses preliminarily selected to receive a SBRGP grant award. CMDC staff will collect any additional information needed for verification responsibilities noted below.

For complete applications submitted to CMDC staff by the CITY, CMDC will be responsible for verifying that:

- a. The grant applicant is actively registered with the Minnesota Office of the Secretary of State as evidenced by a current "Certificate of Good Standing".
  - b. The applicant is not subject to any Minnesota Tax liens.
  - c. The applicant employs 30 or fewer full-time equivalent workers as of January 1, 2020;
  - d. The applicant has demonstrated a financial hardship because of the COVID-19 pandemic.
5. CMDC will review complete SBRGP applications and supporting documentation and report to the CITY on the eligibility of the grant request after verifying that applicant meets the requirements noted above.
  6. CMDC will assist the CITY with the preparation and processing of grant agreements between the CITY and approved grantees.
  7. Final grant approval, and disbursement of grant funds to approved grantees shall be the sole responsibility of the CITY.

## **2. TERM OF THE AGREEMENT**

This Agreement is effective commencing the date of execution and shall continue until terminated as provided herein.

## **3. PAYMENT FOR SERVICES**

In consideration for its services, the CITY agrees to compensate CMDC as follows:

### **a. Underwriting Fee**

The fee charged for services rendered by CMDC will be:

- \$500 for each application reviewed for eligibility.
- \$100 for each grant agreement processed

### **b. Other Expenses**

Other expenses related to services requested by the CITY for program design and implementation shall be provided by CMDC at the rate of \$250 per hour or such other fee as agreed to by the parties to this agreement. An additional \$20 will be charged for direct costs associated with each Minnesota tax lien search. Travel to/from the CITY to/from CMDC's offices shall be billed at the prevailing IRS mileage rate in effect.

## **4. CONFIDENTIALITY**

Subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), the CITY agrees that it will not reveal, divulge or make known to any person, firm, or corporation any confidential information during or after the term of this Agreement. Confidential information shall be defined as knowledge, systems, practices, or other information submitted in writing or other tangible form, and that is designated as confidential by CMDC. The CITY shall use such confidential information for the limited purposes of this Agreement. Pursuant to Minn. Stat. 13.05, subd. 11, CMDC agrees that it will

have access to data collected or maintained by the CITY to the extent necessary to perform CDMC's obligations under this contract. CDMC agrees to maintain all data obtained from the CITY in the same manner as the CITY is required to maintain such data under MGDPA. CDMC will not release or disclose the contents of data classified by the MGDPA as not public to any person except at the written direction of the CITY. Upon termination of this contract, CDMC agrees to return all such data as requested by the CITY.

## **5. RELATIONSHIP**

Nothing in this Agreement shall be construed to create an employment, partnership, joint venture, license, or agency relationship and neither party shall have the right or authority to bind the other. For purposes of this Agreement, CMDC shall be deemed an independent contractor. CMDC's employees shall not be entitled to any employment benefits customarily given to CITY employees.

## **6. TERMINATION**

This Agreement may be terminated by either party upon thirty (30) days written notice to the other. Such termination shall not affect the rights and obligations of the parties, including amounts owed by the CITY to CMDC, accrued prior to the termination date.

## **7. ASSIGNABILITY**

This Agreement shall not be assignable by either party without the prior written consent of the non-assigning party.

## **8. LAW**

The laws of the State of Minnesota shall govern this Agreement. The parties agree that the venue of any legal action arising under this Agreement shall be Anoka County, Minnesota.

## **9. INDEMNIFICATION**

**CMDC's Indemnity.** To the fullest extent permitted by law, CMDC will indemnify, protect and hold CITY and its assigns and its mortgagees harmless from and against any and all liabilities, claims, demands, losses, damages, costs and expenses (including attorneys' fees) arising out of or relating to the performance of work under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of CMDC, CMDC's subcontractor(s), or anyone directly or indirectly employed or hired by CMDC, or anyone for whose acts CMDC may be liable. CMDC agrees this indemnity obligation shall survive the completion or termination of this Agreement.

**CITY's Indemnity.** To the fullest extent of the law, CITY will indemnify, protect and hold CMDC and its employees, consultants or agents harmless from and against any and all liabilities, claims, demands, losses, damages, costs and expenses (including attorneys' fees) arising out of or relating to the gross negligence or willful misconduct of CITY, its agents, contractors or employees. CITY agrees that this indemnity obligation survives the completion or termination.

**10. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. This Agreement may be amended only by written agreement of both the CITY and CMDC.

**11. NONDISCRIMINATION**

When performing duties under this Contract, CMDC shall not discriminate against any person upon the basis age, race, creed, color, religion, gender, sexual orientation, national origin, veteran status, or physical or mental disability.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and the year first written above.

**CITY OF RAMSEY**

**CENTRAL MINNESOTA DEVELOPMENT  
COMPANY**

By: \_\_\_\_\_  
Kurtis G. Ulrich, City Administrator

By: \_\_\_\_\_  
Michael Mulrooney, President

By: \_\_\_\_\_  
John LeTourneau, Mayor