

AGREEMENT FOR CEO NOWSM PROGRAMMING

This agreement (“Agreement”) is between the HENNEPIN COUNTY HOUSING AND REDEVELOPMENT AUTHORITY, a political subdivision of the State of Minnesota, 300 South 6th Street, MC 685, Minneapolis, Minnesota 55487 (“HCHRA”) and Ramsey County Board of Commissioners, 250 Courthouse, 15 West Kellogg Boulevard, St. Paul, MN 55102, each political subdivisions of the State of Minnesota (“Parties”).

RECITALS

WHEREAS, Hennepin County launched its CEO NowTM Program (“Program”) in 2023 to build on the success of CEO NextTM and to address disparities by serving more diverse business owners, support disadvantaged entrepreneurs earlier in their business journeys, and provide the tools to tackle challenges on the way to second stage; and

WHEREAS, the Parties desire to implement the Program administered by the HCHRA, with the services of Interise, Inc provided through HCHRA Agreement No. PR00006560, as a means of expanding the regional impact of the Program and assisting the growth of established, growth-minded businesses; and

WHEREAS, by Resolution No. 25-HCHRA-0007, approved on February 4th, 2025, the HCHRA provided an authority to negotiate a receivable partnership agreement with Ramsey County Board of Commissioners for participation in a regional CEO Now Program; and

WHEREAS, by Resolution No _____, approved on _____, 2025, the Ramsey County Board of Commissioners provided an authority to enter into a partnership agreement with HCHRA for participation in the regional CEO Now Program.

NOW THEREFORE, the Parties agree to cooperate in the implementation of the Program as follows:

1. TERM AND COST OF THE AGREEMENT

This Agreement shall commence upon execution of the program through October 23, 2025, unless cancelled or terminated earlier in accordance with the provisions herein.

Ramsey County Board of Commissioners shall pay HCHRA **Twenty-Three Thousand Dollars and no/100 (\$23,000.00).**

2. SERVICES TO BE PROVIDED

A. HCHRA shall provide the following services:

1. Contract with Interise, Inc. to provide and implement one seven-month cohort of the Program, to be held from March to October 2025, serving a minimum of twelve (12) and up to twenty (20) established, growth-minded businesses

located in Hennepin or Ramsey Counties.

2. Manage and coordinate the Program, including acting as the fiscal agent.
3. On or before execution of this Agreement, provide Ramsey County Board of Commissioners with a communications toolkit with Program branding and outreach tools developed by HCHRA, including logo, messaging, and sample content for web, print, presentations, and social media, to enable coordinated Program promotion with consistent branding.
4. On or before execution of this Agreement, provide Ramsey County Board of Commissioners with initial consultation and guidance regarding use of the Program mark, color and placement of the mark in relation to HCHRA and Ramsey County Board of Commissioners marks, and consistent language to use when describing the collaboration between HCHRA and Ramsey County Board of Commissioners on the Program.
5. Review Ramsey County Board of Commissioners communication materials for consistency with established Program branding. HCHRA reserves the right to withhold approval of Ramsey County Board of Commissioners communication materials if they are inconsistent with the branding and communication toolkit developed by HCHRA, in its sole discretion.
6. Market and promote the Program in Hennepin County, including:
 - a. Maintaining up-to-date program information on HCHRA website
 - b. Communicating opportunities to business owners in Hennepin County through official newsletters and social media
 - c. Facilitating introductions and/presentations to receptive business audiences in Hennepin County to aide in recruiting
 - d. Identifying and recruiting potential companies and engaging community partners in Hennepin County
7. Recruit up to sixteen (16) Hennepin County businesses to participate in the Program.
8. Host an online application for the Program on Hennepin County's website, unless the Parties mutually agree to hosting separate application processes.
9. Engage Hennepin County leadership, as appropriate, in recognizing participating CEOs.

B. Ramsey County Board of Commissioners shall provide the following services:

1. Adhere to all brand guidance provided by HCHRA and implement outreach and communication that follows the communication toolkit provided by HCHRA including the design and content for web, print, presentations, and social media.
2. Adhere to HCHRA guidance regarding use of the Program mark, color and placement of the mark in relation to HCHRA and Ramsey County

Board of Commissioners marks, and consistent language to use when describing the collaboration between HCHRA and Ramsey County Board of Commissioners on the Program.

3. Submit draft communication materials to HCHRA for review and approval prior to public use.
4. Market and promote the Program in Ramsey County, including:
 - a. Maintaining up-to-date program information on the Ramsey County Board of Commissioners website
 - b. Communicating opportunities to business owners in Ramsey County through official newsletters and social media
 - c. Facilitating introductions and/presentations to receptive business audiences in Ramsey County to aide in recruiting
 - d. Identifying and recruiting potential companies and engaging community partners in Ramsey County
5. Recruit up to four (4) Ramsey County businesses to participate in the Program.
6. Meet up once a month, or as needed with Hennepin County staff and Interise, Inc. staff, or as requested by HCHRA, to coordinate the Program.
7. Engage Ramsey County leadership, as appropriate, in recognizing participating CEOs.

3. PAYMENT FOR SERVICES

Ramsey County Board of Commissioners shall provide full payment to HCHRA by June 30th, 2025.

4. CONTRACT ADMINISTRATION

To coordinate the services of HCHRA and Ramsey County Board of Commissioners so as to accomplish the purposes of this Agreement, Fabio Tenorio, the Ramsey County Small Business and Entrepreneurship Program Manager, or successor (“Contract Administrator”), shall manage this Agreement on behalf of RAMSEY and serve as liaison between Ramsey County Board of Commissioners and HCHRA.

Brandon Bell, Principal Planning Analyst, Hennepin County Housing and Economic Development, 625 Fourth Avenue South, MC 685, Minneapolis, MN 55415, or successor, shall manage the Agreement on behalf of HCHRA.

5. INDEPENDENT CONTRACTORS

In accordance and in keeping with the framework outlined above, Ramsey County Board of Commissioners and HCHRA shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting either party as the agent, representative, or employee of the other party for any purpose. Ramsey County Board of Commissioners and HCHRA are and shall remain independent contractors for all services performed under this Agreement. Ramsey County Board of

Commissioners and HCHRA shall secure at their own expense all personnel required in performing services under this Agreement. Either party's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with the other party and will not be considered employees of the other party. Neither party shall be responsible for any claims related to or on behalf of any of the other party's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of applicable law, against the other party, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from the other party, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, HCHRA, Ramsey County Board of Commissioners, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting procedures and practices of the parties and involve transactions relating to this Agreement. The parties shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

7. DEFAULT AND CANCELLATION/TERMINATION

Notwithstanding any provision of this Agreement, either Party may withdraw from this Agreement before the expiration date of December 31, 2025. If Ramsey County Board of Commissioners withdraws under this Paragraph 7 after March 26th, 2025, it shall be obligated to pay the full Agreement amount of \$23,000.00 to HCHRA. Notice shall be effective upon delivery to the contact managers for each Party listed in Section 4 of this Agreement of a copy of the resolution of the Party's governing body, or a copy of the Party's appropriate administrative authority, indicating its intent to withdraw from this Agreement.

If Ramsey County Board of Commissioners or HCHRA fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, that Party shall be in default. Unless the default is excused in writing by the non-defaulting Party, the non-defaulting Party may upon written notice immediately cancel or terminate this Agreement in its entirety.

Each Party shall attempt to resolve disputes related to this Agreement in good faith.

8. INDEMNIFICATION

Each Party to this Agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, employees or agents. Each Party hereby agrees to indemnify, hold harmless and defend the other, its officers, employees or agents, against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other Party, its officers, employees or agents may sustain, incur or be required to pay, arising out of or by reason of any act or omission of the indemnifying Party, its officers, employees or agents, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Liability of the Parties shall be governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws.

Under no circumstances, however, shall a Party be required to pay on behalf of itself and the other Party, any amounts in excess of the limits on liability established in Minnesota Municipal Tort Liability Act, Minn. Stat. Ch. 466, applicable to any one Party. The limits of liability for one or both of the Parties may not be added together to determine the maximum amount of liability for any Party.

9. INSURANCE

Each Party shall maintain public liability coverage protecting itself, its Board, officers, agents, employees and duly authorized volunteers against any unusual and customary public liability claims in amounts which shall, at a minimum, comply with Minn. Stat. § 466.04 and the Workers' Compensation law and shall be in accordance with Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement. The Parties may satisfy this requirement through a program of self-insurance.

10. DATA, SYSTEMS, AND INTELLECTUAL PROPERTY

- A. The Parties, their agents, employees, and any of their subcontractors, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to chapter 13. Each Party shall promptly notify the other if either Party becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, related to services performed under this Agreement.
- B. In addition to the foregoing MGDPA and other applicable law obligations, Ramsey County Board of Commissioners shall comply with the following duties and obligations regarding HCHRA, Hennepin County Data and County Systems (as each term is defined herein). As used herein, "County Data" means any data or information, and any copies thereof, created by Ramsey County Board of Commissioners or acquired by Ramsey County Board of Commissioners from or through HCHRA or Hennepin County pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile

transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If Ramsey County Board of Commissioners has access to or possession/control of County Data, Ramsey County Board of Commissioners shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable HCHRA policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such HCHRA policies, procedures, rules and directions, Ramsey County Board of Commissioners shall notify HCHRA of the inconsistency and follow HCHRA direction. Ramsey County Board of Commissioners shall immediately notify HCHRA of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by HCHRA. The foregoing shall not be construed as eliminating, limiting or otherwise modifying Ramsey County Board of Commissioners's indemnification obligations herein.

C. INTENTIONALLY OMITTED.

- D. Ramsey County Board of Commissioners confirms, transfers, assigns, and conveys to HCHRA all right, title, and interest in all intellectual property which Ramsey County Board of Commissioners may create, conceive, develop, or originate, either individually or jointly with others, and which arises out of the performance of this Agreement ("Work"), including but not limited to copyrights, patents, trade secrets, trademarks, service marks, and rights in data or other technology ("Intellectual Property Rights"). As applicable, all Work shall be considered "works made for hire" as defined in the U.S. Copyright Act. To the extent any Work is not determined to be works made for hire, Ramsey County Board of Commissioners grants and assigns to HCHRA, without reservation, all right, title, and interest in and to said Work. As applicable and to the extent said grant and assignment does not convey all right, title, and interest to HCHRA, Ramsey County Board of Commissioners grants HCHRA an unlimited, irrevocable, perpetual, royalty-free right to license to use, convey, and distribute the Work.

For clarification, each party shall retain ownership of intellectual property developed prior to or outside of this Agreement ("Pre-existing IP"). However, and as applicable, HCHRA grants Ramsey County Board of Commissioners a royalty-free license to use HCHRA's CEO Now IP solely for the purposes and duration of this Agreement. Any use of the CEO Now name and/or IP that is not expressly permitted by this Agreement (including without limitation any use of the CEO Now name or IP in connection with products sold under any third-party private label) is prohibited without the prior written consent of HCHRA. Ramsey County Board of Commissioners recognizes and acknowledges that all right, title, and interest in and to the CEO Now IP is the property of HCHRA. The CEO Now name is provided on an "as is" basis.

- E. Upon expiration, cancellation or termination of this Agreement:

- (1) At the discretion of HCHRA and as specified in writing by the Contract Administrator, Ramsey County Board of Commissioners shall deliver to the Contract Administrator all County Data so specified by HCHRA.
- (2) HCHRA shall have full ownership and control of all such County Data. If HCHRA permits Ramsey County Board of Commissioners to retain copies of the County Data, Ramsey County Board of Commissioners shall not, without the prior written consent of HCHRA or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of HCHRA would affect HCHRA's ownership and/or control of such County Data.
- (3) Except to the extent required by law or as agreed to by CHCHRA, Ramsey County Board of Commissioners shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, Ramsey County Board of Commissioners shall, upon HCHRA's request, certify destruction of any County Data so specified by HCHRA.

11. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. Ramsey County Board of Commissioners and HCHRA each bind themselves, their partners, successors, assigns and legal representatives to each other for all covenants, agreements and obligations herein.
- B. Neither Ramsey County Board of Commissioners nor HCHRA shall assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the other Party. Permission to assign, however, shall under no circumstances relieve the assigning Party of its liabilities and obligations under the Agreement. Nothing in this Agreement shall prevent COUNTY from renaming or rebranding the Program during or after the term of this Agreement, and such renaming or rebranding will not affect the obligations of the Parties or the terms of this Agreement.
- C. Ramsey County Board of Commissioners shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve Ramsey County Board of Commissioners of its liabilities and obligations under the Agreement. Further, each Party shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between either Party and each of their subcontractors shall require that the subcontractor's services be performed in accordance with this

Agreement. The Parties shall make contracts between them and any subcontractors available upon request from the other Party.

12. MERGER, MODIFICATION AND SEVERABILITY

The entire Agreement between the Parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. The Parties are each bound by their own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties. Except as expressly provided, the substantive legal terms contained in this Agreement, including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

13. DUTY TO NOTIFY

Each Party shall promptly notify the other of any demand, claim, action, cause of action or litigation brought against either Party, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. Each Party shall also notify the other whenever a party has a reasonable basis for believing that it and/or its employees, officers, agents or subcontractors, and/or the other party, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: INDEPENDENT CONTRACTORS; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA, SYSTEMS, AND INTELLECTUAL PROPERTY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

15. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. Each Party shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. Each Party certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings. Both Parties shall immediately notify the other if that Party is debarred or suspended during the term of this Agreement.

16. NOTICES

Unless the Parties otherwise agree in writing, any notice or demand which must be given or made by a Party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to HCHRA shall be sent to the County Administrator at the address in the opening paragraph of this Agreement, with a copy to the originating HCHRA department at the address given in Section 4 of this Agreement. Notices to Ramsey County Board of Commissioners shall be sent to the address stated in of the opening paragraph of this Agreement.

17. CONFLICTS OF INTEREST

Each Party affirms that to the best of its knowledge, its involvement in this Agreement does not result in a conflict or potential conflict of interest with any Party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to either Party, that Party shall immediately notify the other of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise the other Party whether it will or will not resign from the other engagement or representation. Unless waived by the non-conflicted Party, a conflict or potential conflict may, in the non-conflicted Party's discretion, be cause for cancellation or termination of this Agreement.

18. MEDIA OUTREACH

HCHRA shall provide media toolkits including, but not limited to, sample social media posts to Ramsey County Board of Commissioners. HCHRA shall also provide Program brand guidance to Ramsey County Board of Commissioners, which Ramsey County Board of Commissioners shall follow. For clarification and not limitation, all Outreach shall be provided by HCHRA prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities, and/or other forms of outreach created for Ramsey County Board of Commissioners pursuant to this Agreement (i) that reference or otherwise use the term "Hennepin County", "Hennepin County Housing and Redevelopment Authority" or any derivative thereof in relation to this Agreement or the services performed hereunder; or (ii) that directly or indirectly relate to, reference, or concern the Hennepin County Housing and Redevelopment Authority, County of Hennepin, this Agreement, the services performed

hereunder, or HCHRA personnel, including but not limited to HCHRA employees and elected officials.

19. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

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HCHRA BOARD AUTHORIZATION

Reviewed for Ramsey County Board of
Commissioners by
the County Attorney's Office:

{ {Sig_es_:signer5:signature} }
{ { N_es_:signer5:fullname} }
{ { ttl_es_:signer5:title} }
{ { Dte_es_:signer5:date} }

Reviewed for Ramsey County Board of
Commissioners by:

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{ { N_es_:signer6:fullname} }
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Board Resolution No:
{ { *BoardResolution_es_:signer6:brs} }

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HENNEPIN COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY
STATE OF MINNESOTA

By:

{ {Sig_es_:signer8:signature} }
{ { N_es_:signer8:fullname} }
Chair of Its Board
{ { Dte_es_:signer8:date} }

ATTEST:

{ {Sig_es_:signer9:signature} }
{ { N_es_:signer9:fullname} }
Deputy/Clerk of County Board
{ { Dte_es_:signer9:date} }

By:

{ {Sig_es_:signer7:signature} }
{ { N_es_:signer7:fullname} }
Executive Director
{ { Dte_es_:signer7:date} }

Ramsey County Board of Commissioners

Ramsey County Board of Commissioners warrants that the person who executed this Agreement is authorized to do so on behalf of Ramsey County Board of Commissioners as required by applicable articles, bylaws, resolutions or ordinances.*

By:

{ {Sig_es_:signer2:signature} }
{ { N_es_:signer2:fullname} }
{ { ttl_es_:signer2:title} }
{ { Dte_es_:signer2:date} }

By:

{ {Sig_es_:signer3:signature} }
{ { N_es_:signer3:fullname} }
{ { ttl_es_:signer3:title} }
{ { Dte_es_:signer3:date} }

By:

{ {Sig_es_:signer4:signature} }
{ { N_es_:signer4:fullname} }
{ { ttl_es_:signer4:title} }
{ { Dte_es_:signer4:date} }

*Ramsey County Board of Commissioners represents and warrants that it has submitted to HCHRA all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.