

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

Request for Signature		
1. Type of document	PSA	
2. Aspen PO/contract/document number	FASD COVID19-0009	
3. Original contract number		
4. Contractor or grantor name	Capitol Ridge LLC d/b/a/ Best Western Plus Capitol Ridge	
5. Contractor Aspen ID # and CERT SVN and/or DUN #	204909	
6. Requesting business unit/s		
7. Authority (required - DO NOT leave blank)	Admin Code:	
	Resolution Number: B2020-061	
8. Program/project/service/grant name	Hotel/Motel Rooms for homeless, single adults.	
9. Brief description of goods, services or grant duties (will be used for the County Board monthly contract report)	Leasing up to 92 hotel/motel rooms and up to 23 additional rooms (upon availability of additional rooms, with 48 hours prior notice) for homeless, single adults due to COVID-19.	
10. Original contract start date	05/24/2020	
11. Original contract end date	11/30/2020	
12. Amendment number and amendment start date		
13. Amendment end date		
14. Contract type	Rate Setting	
15. Original contract amount	Single/Double Room = \$72.00/day Meals = \$32.36/per person/day with a minimum of 46 meals each day	
16. Previous amendment(s) total		
17. Amendment amount		
18. New total contract value	N/A	
19. Funding string	11102-600780-452505-P070517-ER12X-2020	
Funding source		
20. Revenue agreement budgeted amount		
21. County contact and phone number	Naly Yang 651 266-4106	
22. Signatures		
Department Preparer	Naly Yang	Date: 5/18/2020
Department Director	Max Holdhusen	Date: 5/20/2020
Finance Analyst	Tom Och	Date: 5/20/2020
Attorney	Amy K. Acuña Date: 5/20/2020	

LEASE AGREEMENT BETWEEN RAMSEY COUNTY AND CAPITOL RIDGE, LLC

This LEASE AGREEMENT (“Agreement”) is made this _____ day of May, 2020 by and between Ramsey County, a political subdivision of the State of Minnesota (“County”), through its Health and Wellness Division, 160 Kellogg Boulevard East, Saint Paul, Minnesota 55101, and Capitol Ridge, LLC, d/b/a Best Western Plus Capitol Ridge, a Minnesota limited liability company (“Owner”), 161 Saint Anthony Avenue, Saint Paul, MN 55103.

RECITALS

A. The recent outbreak of the novel coronavirus (“COVID-19”) has been having a significant impact on the global economy. In particular, the impact on the tourism and hospitality industries has been devastating. On March 11, 2020, the World Health Organization declared that the outbreak of COVID-19 constitutes a pandemic. Public health responses have included travel restrictions, quarantines, stay-at-home orders, and school closures.

B. On March 13, 2020, a nationwide emergency was declared pursuant to Section 501(b) of the Stafford Act. On the same day, Minnesota Governor Tim Walz signed Executive Order 20-01, Declaring a Peacetime Emergency within the State of Minnesota (the “Governor’s Declaration”).

C. On March 14, 2020, pursuant to Minnesota Statutes Chapter 12, the Vice Chair of the Ramsey County Board of Commissioners declared a Local State of Emergency within Ramsey County (the “County Declaration”), which was effective for 72 hours; the County Declaration was extended by a vote of the full Ramsey County Board of Commissioners (the “Board”) in a public meeting on March 17, 2020. This State of Emergency will remain in effect in Ramsey County until such time that the County Manager, acting on the advice of the Director of Emergency Management and Homeland Security and the Director of Ramsey County Public Health, notifies the Board’s Chair that the State of Emergency is no longer warranted.

D. As part of its COVID-19 response, the County issued an informal quote to hotels located in Ramsey County, seeking the use of hotel or motel properties for the purpose of providing temporary emergency housing for individuals who currently reside in homeless shelters (“Residents”). The County aims to disperse Residents who currently live in congregate settings to reduce the risk of community spread of COVID-19. Owner responded to that informal quote.

E. Owner is the record owner of certain real property defined as the “Premises” below, situated in the County of Ramsey, State of Minnesota, and has the authority to grant the rights contained herein this Agreement to the County.

NOW, THEREFORE, in consideration for the promises of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT**1. RENT, COSTS, AND SALES TAXES**

The County shall pay Owner the following unit rates:

- a. Room: \$72.00 per day for a single/double occupancy Room (“Rent”);
- b. Meals: \$32.36 daily charge for three (3) meals per day, per person, with a minimum of forty-six (46) paid Meals each day;

Unit rate amounts are based on tax exempt lodging regulations. The parties assume that the rental of rooms and services provided pursuant to this Agreement are exempt from sales taxes as defined by the various taxing authorities. If, at any time in the future, it is determined that sales taxes were due, the County shall pay the tax amounts owed. Current tax rates are as follows:

Taxable Revenue	State Tax	Transit Tax	Saint Paul Tax	Lodging Tax	All Taxes
	6.875%	0.50%	0.50%	7.00%	14.88%
\$72.00	\$4.95	\$0.36	\$0.36	\$5.04	\$10.71

2. DESCRIPTION OF THE PREMISES

- a. **Letting.** Owner hereby authorizes and lets to the County (including its invitees, residents, contractors, agents, and representatives) and the County hereby hires from the Owner up to ninety-two (92) hotel/motel rooms (“Rooms”) located on the Premises as defined herein, for the term, at the unit rate amounts, and upon all the terms and conditions set forth in this Agreement. Owner will provide up to twenty-three (23) additional rooms, depending on Owner availability (“Additional Rooms”). The County will notify Owner of its desire to use the Additional Rooms 48 hours prior to letting of the Additional Rooms. The Additional Rooms and corresponding Meals will be provided at the same costs as the Rooms.
- b. **Defined.** The Premises shall consist of that certain real property, including all improvements therein or to be provided by Owner under the terms of this Agreement, and commonly known as Best Western Plus Capitol Ridge, located at 161 Saint Anthony Avenue in the City of St. Paul, County of Ramsey, State of Minnesota, and consisting of up to ninety-two (92) Rooms and up to 23 Additional Rooms, including all parking spaces contiguous to the subject hotel building, and unlimited use of the building’s common facilities, including lobbies, elevators (if any), stairways, and corridors. It is understood that the Premises include all appurtenances and easements thereto and the non-exclusive right of ingress and egress at all times to and from the public streets and highways for the County, its employees and invitees. In the event

that the County is renting the entire Premises, Owner shall not require identification from any of the County's invitees and tenants. The County, or its agents, will authorize invitees' and residents' admission to the Premises.

3. DESCRIPTION ROOMS AND ASSOCIATED CHARGES

Owner, at Owner's sole cost and expense, will provide the following services to be included in the Rent:

- a. Rooms, which will all consist of bed(s), bathroom, and other typical furnishings, including television, and telephone (for local calls). If Rooms on the Premises typically include a refrigerator and/or microwave, the same shall remain in the Rooms. If Rooms on the Premises typically include WiFi connection, the same shall be available to the County and residents.
- b. All necessary linens, towels, soaps, shampoos, toilet paper, tissues, shower curtains, and bedding.
- c. Washing of linens and towels, and removal of trash, during the stay of residents. Residents' linens must be changed at least every three days.
- d. Access for all guests to common areas on the Premises during such times as allowed by the Code of Conduct.
- e. Property maintenance issues that may arise in the Rooms.
- f. Sewer, trash disposal, water, electricity and/or gas service necessary to provide power for heating, ventilating, and air conditioning, and electricity and/or gas service as needed for the County's operations.
- g. Appropriate cleaning and disinfecting of facilities as needed for the County's operations as set forth in this Agreement. Cleaning shall be in strict conformance with the Center for Disease Control (CDC), federal, state, and local guidelines for the cleaning and disinfecting of facilities after a person suspected/confirmed to have COVID-19 has been in the facility.

In the event of failure by Owner to furnish any of the Associated Charges in a satisfactory manner, the County may furnish the same at its own cost. In addition to any other remedy the County may have, the County may deduct the amount thereof, including County's administrative costs, from the rent that may then be, or thereafter become due hereunder.

4. MEALS AND FOOD SERVICE

Owner will provide breakfast, lunch, and dinner meal services to Residents. Meal count for the next day will be based on the number of occupants from the night before. During periods of ramping up or down, the County will provide 48-hour notice for meal guarantees.

Meals will be served in a common dining area spacious enough to maintain COVID-19 social distancing (individuals keeping six (6) feet apart from one another). Owner will perform all necessary steps and applicable licenses to ensure the safe preparation, handling, serving, disposal, and clean-up of meals. Owner will provide all necessary plates, cups, glasses, and utensils, as well as the cleaning and restocking of these items. The County will be responsible for damages to dining areas within the Premises where Rooms are being occupied under this Agreement, which are caused by Residents. Owner may allow residents to consume meals in the Rooms, at Owner's option.

5. LAUNDRY SERVICES

Residents will wash and dry their own clothing as needed by using existing laundry facilities on the Premises. Laundry schedule (in consultation with Owner), tokens and detergent will be provided by Ramsey County.

6. UTILITIES

Owner warrants and represents to the County that during the term of this Agreement and any extension thereof, that sufficient utility services to provide water, telecommunications, electric power, natural gas, and sewers necessary to meet the County's requirements exists or are available for use by the County within the Premises. In the event of failure by Owner to furnish any of the utilities in a satisfactory manner, the County may furnish the same at its own cost; and, in addition to any other remedy the County may have, may deduct the amount thereof, including County's administrative costs, from the rent that may then be, or thereafter become due hereunder.

7. USE AND ACCESS

The County will use and occupy the Premises for the purposes provided herein and nothing contained herein shall be construed to require the County to occupy the Premises continuously. Owner understands, acknowledges, and consents to the use of the Premises as being primarily for individuals who were residing in shelters or other congregate living setting. Residents of the Rooms will be referrals from the County. Residents who are placed at the Premises have already been screened for COVID-19 symptoms (e.g., fever, cough, shortness of breath) and have been found to exhibit none of them. Persons who are placed at the Premises are those who may be at a higher risk of adverse health consequences if exposed to a communicable disease known as the novel coronavirus or COVID-19.

- a. **Use of Premises.** The County shall have access to and use of the Premises set forth in this Agreement twenty-four (24) hours per day, seven (7) days per week with no exceptions.

- b. **Use and Access to Rooms.** Owner and the County or its agent will coordinate check-in for Residents.
- c. **Parking.** Parking spaces, upon commencement of this Agreement, shall be unobstructed and completely accessible for the County's use.
- d. **Notice to County Staff.** If Owner becomes aware that a Resident is exhibiting COVID-19 symptoms or has tested positive for COVID-19, Owner shall notify immediately County staff on the Premises.
- e. **County Responsibilities.**
 - i. The County will provide necessary transportation to the Premises for Residents.
 - ii. The County will provide all Residents with a printed copy of a Code of Conduct (subject to Owner review and approval) outlining the rules and parameters of the use of the Premises, including a curfew if applicable. Residents will be asked to sign the Code of Conduct as confirmation that they received, reviewed, and are willing to comply with its terms.
 - iii. The County will notify Residents that Floors 2, 8, 9, 10 are excluded for the hotel common area and access is prohibited.
 - iv. Residents may be turned away by the County if they have a history of rule violations that involve actions that could endanger the health and safety of other Residents.
 - v. The County will notify Owner of maintenance issues for appropriate action based on the situation.
 - vi. The County will be responsible for damages to the Rooms and common areas within the Premises where Rooms are being occupied under this Agreement, which are caused by Residents.
 - vii. If a confirmed case of COVID-19 occurs with a Resident, the County will relocate that Resident immediately.
 - viii. Other than as otherwise provided in this Agreement, County is not responsible for the acts of Residents or any other third party in attendance on the Premises in furtherance of the performance of this Agreement.

8. TERM OF AGREEMENT

The Term of this Agreement shall be from May 24, 2020 through November 30, 2020. The Term may be extended by mutual agreement of the County and Owner. Any extension shall be for a

minimum of 30 days. The parties shall agree to any extension of the term in writing no later than 2 days prior to the expiration of the then current term. Any extension shall be governed by the terms of this Agreement, including the Rent rate.

9. OPTION TO EXTEND

The County shall have the right to extend the Term of this Agreement by written agreement of the Parties. The rent due for an extended term shall be the same as the original Term.

10. TERMINATION

- a. **Early Termination.** Either party may terminate this Agreement without cause and without penalty upon giving written notice to the other party thirty (30) days prior to the date when such termination shall be effective. The County's obligation to pay Rent shall continue through the termination date.
- b. **County's Right to Immediate Termination.** The Parties hereto recognize and understand that the rental consideration hereunder originates from local, state and/or federal sources, and therefore the County shall have the right to terminate this Agreement at any time (i) if such funding is reduced or otherwise becomes unavailable, based on the County's annual fiscal budget or the anticipated funding source, or (ii) if any law, rule or regulation precludes, prohibits or materially adversely impairs the County's ability to use the Premises for the use permitted herein, or (iii) if the County in its sole discretion determines that the Premises are no longer suitable for its use for any reason or cause. The County's obligation to pay Rent shall continue through the termination date.
- c. **Surrender of Possession.** The County shall vacate and surrender possession of the Premises on or before the expiration or termination date to Owner the occupied Premises in as good order and substantially the same condition received, except for reasonable use and wear thereof, and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the County has no control or for which Owner is responsible pursuant to this Agreement. If the County fails to complete its move out within the early termination notice period or by the expiration date and remains in possession of the Premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the Premises following the effective date of termination.
- d. **Removal of Residents.** Unless circumstances make it impossible to do so, Owner shall notify County staff on the Premises of the need or request to remove a Resident prior to taking any actions in removing a Resident.
- e. **Abandoned Property.** Personal property of Residents left in Rooms or common areas after Residents vacate the Room or the Premises, or upon termination of this Agreement, shall be deemed to have been abandoned. Any unclaimed personal

property may be disposed of by Owner according to Owner's standard policies and procedures.

11. REPAIR AND MAINTENANCE

During the term of this Agreement, Owner shall maintain the occupied and exterior of the Premises in good repair, including but not limited to the building, all operating systems including but not limited to HVAC, electrical, plumbing, and landscaping and grounds. Notwithstanding the foregoing, Owner shall maintain and provide to the County on-call maintenance services during the term of this Agreement. Owner will continue to be responsible for and manage the exterior maintenance of the Premises, including all exterior operations. In the event that there is an interior maintenance issue in an occupied room subject to this Agreement, Residents may request that such maintenance or repairs be performed. The Resident and Owner will coordinate entry into Rooms for such purposes. Owner retains the right to enter rooms to conduct emergency maintenance and repairs. The County and Owner shall work together to get the interior maintenance issue resolved in a timely manner.

12. RELATIONSHIP OF THE PARTIES

This Agreement shall not be construed to create a partnership, employer-employee, joint venture or agency relationship between the parties, and the parties shall remain independent at all times. Owner understands and acknowledges that the County may employ a third party to operate the County functions on the Premises.

13. PAYMENT FOR PREMISES AND SERVICES

Invoices will be submitted for payment weekly to the COUNTY based on occupancy. Invoices must include four columns; 1) Date, 2) Type/Category, 3) Description, and 4) Cost. Type/Category is to be further delineated as 1) damage, 2) accommodations and 3) meals. The description should include a Ramsey County unique client identifier and room number associated with the charge.

Invoices and supporting documentation shall be submitted in a manner as set forth below. Electronic invoices are preferred. Invoices may also be submitted by mail:

- a. E-mail – submit invoices to chs.accountspayable@co.ramsey.mn.us. The Owner will track and report the following itemized information on monthly invoices submitted to the County: the description of specific services provided, the resident's name, and dates of service. E-mailed invoices and supporting documentation shall include encryption if private client information is included.
- b. Mail – submit invoices to:
Accounts Payable
Ramsey County Health and Wellness Administrative Division
Suite 9200
160 East Kellogg Boulevard

St. Paul, MN 55101

Owner may call the AP Voicemail Line at 651-266-4199 with any payment questions or concerns.

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 Owner exceed the percentage of project completion, as determined by the County.

14. INSURANCE

Owner shall obtain and maintain the insurance required by this section and provide an acceptable Certificate of Insurance if requested. Coverage shall remain in effect throughout the term of this contract and in accordance with any contract term requiring insurance be maintained beyond the expiration of the agreement.

- a. **Workers' Compensation Insurance:** Unless exempted by Minnesota Statutes § 176.041, Contractor shall obtain and maintain Workers' Compensation insurance as required by the laws of the State of Minnesota, including Employer's Liability limits of no less than:

\$100,000 – per employee

\$500,000 – aggregate

\$100,000 – per accident

- b. **Commercial General Liability Insurance:** Contractor shall obtain and maintain commercial general liability insurance with limits of no less than:

\$2,000,000 – per occurrence

\$3,000,000 – annual aggregate

Owner shall include Ramsey County, its officials, employees, volunteers and agents as Additional Insured on its Commercial General Liability and Umbrella policies. Owner's policy(ies) shall be primary insurance and non-contributory.

- c. An Umbrella or Excess Liability insurance policy that follows form of the underlying policy(ies) may be used to supplement Owner's policy limits to satisfy the full policy limits required by this Agreement.

15. INDEMNITY

Owner and the County agree to indemnify, defend, and hold the other party harmless from any and all claims, demands, liabilities, losses, expenses, and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any negligence of the other party. The County's liability is limited as provided in Minnesota Statutes Chapter 466.

16. DAMAGE AND DESTRUCTION

- a. **Repair of Damage.** The County agrees to notify Owner in writing promptly of any damage to the Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature (“Casualty”). If the Premises, whether covered by insurance or not, are damaged by a Casualty, or the Casualty results in the Premises being unusable by the County, and if neither Owner nor the County has elected to terminate this Agreement under this Section, Owner shall promptly and diligently restore the Premises to substantially the same condition as existed before the Casualty, subject to modifications required by building codes and other laws.
- b. **Repair Period Notice.** Owner shall, within thirty (30) days after the date of the Casualty, provide written notice to the County indicating the anticipated period for repairing the Casualty (“Repair Period Notice”). The Repair Period Notice shall be accompanied by a certified statement executed by any contractor(s) retained by Owner to complete the repairs or, if Owner has not retained a contractor, a licensed contractor not affiliated with Owner, certifying the contractor’s opinion about the anticipated period for repairing the Casualty. The Repair Period Notice shall also state, if applicable, Owner’s election either to repair or to terminate the Agreement under this Section.
- c. **Owner’s Option to Terminate or Repair.** Owner may elect either to terminate this Agreement or to effectuate repairs if: (a) the Repair Period Notice estimates that the period for repairing the Casualty exceeds ninety (90) days from the date of the Casualty; or (b) the estimated repair cost of the Premises, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost.
- d. **County’s Option to Terminate.** If (a) the Repair Period Notice provided by Owner indicates that the anticipated period for repairing the Casualty exceeds ninety (90) days, or (b) notwithstanding the above, in the event of a substantial or total casualty to the Premises or improvements, the County may by written notice to Owner within thirty (30) days after such damage or destruction of its intention to terminate this Agreement, elect to terminate this Agreement by providing written notice (County’s Termination Notice) to Owner within thirty (30) days after receiving the Repair Period Notice. If the County does not elect to terminate within said thirty (30) day period, the County shall be considered to have waived its option to terminate related to Casualty.
- e. **Rent Abatement Due to Casualty.** Owner and the County agree that the County’s Rent shall be fully abated during the period beginning on the later of: (a) the date of the Casualty; or (b) the date on which the County ceases to occupy the Premises and ending on the date of Substantial Completion of Owner’s restoration obligations as provided in this Section (“Abatement Period”). If, however, the County is able to occupy and does occupy a portion of the Premises, Rent shall be abated during the Abatement Period only for the portion of the Premises not occupied by the County.

- f. **Effective Date of Termination; Rent Apportionment.** If Owner or the County elects to terminate this Agreement under this Section in connection with a Casualty, this termination shall be effective thirty (30) days after delivery of notice of such election. The County shall pay Rent, properly apportioned up to the date of the Casualty. After the effective date of the termination, Owner and the County shall be discharged of all future obligations under this Agreement, except for those provisions that, by their terms, survive the expiration or earlier termination of the Agreement.
- g. **Release on Termination.** In the event of any termination of this Agreement in accordance with this Section, the Parties shall be released there from without further obligation to the other Party, except as may otherwise be specifically set forth in this Agreement and items that have accrued and are unpaid.

17. ASSIGNMENT AND ASSUMPTION

The parties hereto will not assign or transfer or permit the assignment or transfer of this Agreement without the prior written consent of the other parties hereto except as otherwise provided herein. The County shall have the ability to assign this Agreement to other state, local, or federal government entities without Owner's consent; or to specified non-profit organizations with Owner's consent, which consent shall not be unreasonably withheld. Furthermore, the County shall have the ability to permit and allow specified members of the public to occupy the Premises as part of the County's response to the COVID-19 pandemic.

18. DATA PRIVACY

All data collected, created, received, maintained or disseminated for any purpose in the course of County's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and 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.

19. COMPLIANCE

- a. **Compliance.** Owner warrants that the Premises, improvements on the Premises, laundry, and food delivery or preparation services shall comply with all applicable State and Federal laws, covenants or restrictions of record, building codes, regulations and ordinances ("Applicable Requirements") in effect up execution of this Agreement, regardless of the use to which the County will put the Premises. If the Premises do not comply with said warranty, Owner shall, promptly after receipt of written notice from the County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Owner's expense. If the Applicable Requirements are hereinafter changed so as to require during the term of this Agreement, unless same is the result of the use to which the County puts the Premises, the construction of an addition to or an alteration of the

Premises, the remediation of any hazardous substance, or the reinforcement or other physical modification of the Premises, Owner shall, promptly after receipt of written notice from the County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Owner's expense.

- b. **Americans with Disabilities.** Owner warrants and represents the Premises shall be readily accessible to and usable by individuals with disabilities in compliance with Title III of the Americans with Disabilities Act of 1990 and the Minnesota Accessibility Code, as amended from time to time and regulations issued pursuant thereto and in effect from time to time. Any cost incurred to cause the Premises to comply with said Act shall be borne by Owner.
- c. **Non-discrimination.** Owner shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. § 1210, et seq.), the Minnesota Human Rights Act, and all other applicable laws or regulations.

20. DEFAULT AND REMEDIES

- a. **Events of Default by the County.** Any one of the following events shall constitute an "Event of Default" by the County:
 - i. The County shall fail to pay any monthly installment of Rent or timely pay any monies due from the County to Owner, and such default shall continue for a period of ten (10) days after the due date;
 - ii. the County shall have abandoned the Premises for thirty (30) consecutive days.
- b. **Event of Default by Owner.** It shall constitute a default by Owner if Owner violates or fails to perform any of the other conditions, covenants, or agreements herein made by Owner, and such default shall continue for ten (10) days after Owner receives written notice from the County, except that if such default cannot with due diligence be cured within a period of ten (10) days, if Owner fails to proceed promptly after said notice and with all due diligence to commence to cure the same and thereafter to prosecute the curing of such default with all due diligence, it being intended that in connection with a default not susceptible of being cured with diligence within ten (10) days, the time within which Owner is to cure the same shall be extended for such period as may be reasonably necessary to complete the same with all due diligence but not to exceed thirty (30) days.

- c. **Right of to Terminate Agreement.** If an Event of Default shall have occurred and be continuing, either party may terminate this Agreement as provided herein. Neither the passage of time after the occurrence of the Event of Default nor exercise by either party of any other remedy with regard to such Event of Default shall limit each party's rights under this Section.

21. GENERAL PROVISIONS

- a. **Time is of the Essence.** Time is of the essence with respect to the performance of all obligations to be performed and observed by the parties to this Agreement.
- b. **Binding on Successors and Assigns.** The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the Parties hereto.
- c. **Property Taxes and Special Assessments.** Owner remains solely responsible for all property taxes and pending or levied special assessments. The County shall not be liable for any property taxes or special assessments related to the Premises or use thereof.
- d. **Title.** Owner covenants that Owner is well seized of and has good title to the Premises, and Owner does warrant and will defend the title thereto, and will indemnify the County against any damage and expense which County may suffer by reason of any lien, encumbrance, restriction or defect in title or description herein of the Premises. If, at any time, Owner's title or right to receive Rent and any other sums due hereunder is disputed, the County may withhold such sums thereafter accruing until the County is furnished satisfactory evidence as to the Party entitled thereto.
- e. **Cumulative Remedies and Non-Waiver.** The various rights and remedies contained in this Agreement shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act. The acceptance by the Owner of any non-conforming performance or fulfillment of conditions or obligations under the terms of this Agreement or the foregoing by the Owner of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of Owner's right to conforming performance or fulfillment of conditions or obligations 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 Owner and the County provided or

- referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- f. **Headings.** The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.
 - g. **Force Majeure.** Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, and applicable periods for performance shall be extended accordingly, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond its reasonable control. The provisions of this Section shall not operate to excuse the County from prompt payment of Rent or other monetary payments required by the terms of this Agreement.
 - h. **Acceptance of Payment.** No payment by the County or receipt by Owner of a lesser amount than the amount then due under this Agreement shall be deemed to be other than on account of the earliest portion thereof due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance due or pursue any other remedy provided in this Agreement.
 - i. **Brokerage.** Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Agreement.
 - j. **Unenforceability.** If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to such person, entity or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
 - k. **Interpretation of Agreement; Venue.** This 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.
 - l. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements regarding the subject matter hereof, and this Agreement may be modified or altered only by an agreement in writing between Owner and the County.

- m. **Counterparts and Email Signatures.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by email of a PDF file shall be equally as effective as delivery of an original executed counterpart of this Agreement.
- n. **Counterparts and Email Signatures.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by email of a PDF file shall be equally as effective as delivery of an original executed counterpart of this Agreement.
- o. **Notices.** All notices hereunder by either Party to the other shall be in writing. All notices, demands, or requests shall be deemed given when mailed, postage prepaid, registered or certified mail, return receipt requested.

If to the County:

Ramsey County Manager
250 Courthouse
15 West Kellogg Boulevard
St. Paul, Minnesota 55102

If to Owner:

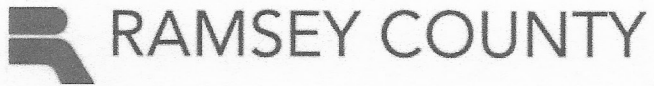
Capitol Ridge LLC
c/o Wheelhouse Capital
161 Saint Anthony Avenue, Ste. 925
Saint Paul, MN 55103

With a copy to:

Ramsey County Health and Wellness
160 Kellogg Boulevard
St. Paul, Minnesota 55101

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first written above.

[Signature pages follow]



CONTRACT ID: FASD COVID19-0009

RAMSEY COUNTY

**CAPITOL RIDGE, LLC d/b/a BEST
WESTERN PLUS CAPITOL RIDGE**

By: Dana Noffke for
Ryan T. O'Connor
County Manager

By: [Signature]
Mike Berkopec
Its: Business Manager

5-20-2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/28/2020

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

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

PRODUCER FALCON WEST INSURANCE BROKERS, INC. License # 0616640 2525 Camino Del Rio S Ste 100 San Diego CA 92108	CONTACT NAME: Justin Holguin PHONE (A/C, No, Ext): (952) 525-2290 FAX (A/C, No): (952) 525-2290 E-MAIL ADDRESS: justinh@falconwest.com																					
INSURED Capitol Ridge LLC dba Best Western Plus Capitol Ridge 161 St Anthony Ave St. Paul MN 55103	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Nationwide Mutual</td><td>23787</td></tr><tr><td>INSURER B:</td><td>National Surety Corp</td><td>21881</td></tr><tr><td>INSURER C:</td><td>Milford Casualty Insurance Company</td><td>26662</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nationwide Mutual	23787	INSURER B:	National Surety Corp	21881	INSURER C:	Milford Casualty Insurance Company	26662	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Milford Casualty Insurance Company	26662																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 19-20 Cap Ridge Liquor**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	ACP GLO 3018676972	05/12/2019	05/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACP BAL 3018676972	05/12/2019	05/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LAU 15411242	05/12/2019	05/12/2020	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	MWC1026644	05/12/2019	05/12/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			ACP GLO 3018676972	05/12/2019	05/12/2020	Each Occurrence \$1,000,000

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

Ramsey County, its officials, employees, volunteers and agents are listed Additional Insured with Respects to General Liability 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 per endorsement forms to be issued by the company.

CERTIFICATE HOLDER**CANCELLATION**

Ramsey County 121 7th Place East, Suite 4000 Sait Paul MN 55101	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Mike Tanghe</i></p>
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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Capitol Ridge, LLC	
2 Business name/disregarded entity name, if different from above Best Western Plus Capitol Ridge	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 161 St. Anthony Avenue, Suite 925	Requester's name and address (optional)
6 City, state, and ZIP code St. Paul, MN 55103	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-			-			
or										
Employer identification number										
4	7			-	2	0	0	8	2	1
										4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

11/5/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Business Record Details »

Minnesota Business Name

Capitol Ridge, LLC**Business Type**

Limited Liability Company (Domestic)

MN Statute

322C

File Number

772675200028

Home Jurisdiction

Minnesota

Filing Date

8/4/2014

Status

Active / In Good Standing

Renewal Due Date

12/31/2021

Registered Office Address161 Saint Anthony Ave., Suite 925
Saint Paul, MN 55103
USA**Registered Agent(s)**

Andrew A Schweizer

ManagerMike Berkopec
161 Saint Anthony Ave, Suite 925
Saint Paul, Minnesota 55103
United States**Principal Executive Office Address**161 Saint Anthony Ave, Suite 925
Saint Paul, Minnesota 55103
United States**Filing History****Filing History**Select the item(s) you would like to order: [Order Selected Copies](#)

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	8/4/2014	Original Filing - Limited Liability Company (Domestic) (Business Name: Capitol Ridge, LLC)	

<input type="checkbox"/>	Filing Date	Filing	Effective Date
	1/1/2018	Conversion to 322C Due to Statute Mandate – Limited Liability Company (Domestic)	
<input type="checkbox"/>	3/26/2018	Registered Office and/or Agent - Limited Liability Company (Domestic)	
<input type="checkbox"/>	3/27/2018	Amendment - Limited Liability Company (Domestic) Restated Articles	



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

 [Log In](#)

[Login.gov FAQs](#)

 **ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 06/13/2020 from 8:00 AM to 1:00 PM

Entity Dashboard

- › [Entity Overview](#)
- › [Entity Registration](#)
 - › [Core Data](#)
 - › [Assertions](#)
 - › [Reps & Certs](#)
 - › [POCs](#)
- › [Exclusions](#)
 - › [Active Exclusions](#)
 - › [Inactive Exclusions](#)
 - › [Excluded Family Members](#)

[RETURN TO SEARCH](#)

Capitol Ridge, LLC
DUNS: 080507938 CAGE Code: 83NH1
Status: Active
Expiration Date: 02/08/2021
Purpose of Registration: All Awards

161 Saint Anthony Ave, STE 100
Saint Paul, MN, 55103-2382 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Capitol Ridge, LLC
Doing Business As: Best Western Plus Capitol Ridge
Business Type: Business or Organization
Last Updated By: Mike Berkopec
Registration Status: Active
Activation Date: 02/09/2020
Expiration Date: 02/08/2021

Exclusion Summary

Active Exclusion Records? No



IBM-P-20200424-1037
WWW2

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Office of State Procurement Suspended/Debarred Vendor Report



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Suspended/Debarred Vendor Report

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

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

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

[Ace Hydro Seeding, Inc.](#)

[Asphalt Recycling Solutions, Inc.](#)

[Best Electric](#)

[C & S Electric, LLC](#)

[Country Trucking & Excavating](#)

[Dahl Trucking](#)

[Devos, LTD](#)

[Eagle Deer Reserve Limited](#)

[Elmore Truck & Trailer Repair, Inc.](#)

[Fibertech, Inc.](#)

[Glacier, Inc.](#)

[Green Nature-Cycle, LLC.](#)

[Guaranteed Returns](#)

Honda Electric, Inc.

Hunt's Carpet Service, Inc.

Krampitz Trucking

Olympic Construction Services

Omni Construction Company

Omni-Midwest, Inc.

Reliakor Services, Inc.

Restoration Specialists, Inc.

Road Spec Corporation

RSI Associates, Inc.

Showcase Lawn and Landscape

The Travel Group LLC

Treasure Enterprise, Inc.

Triumph Electrical Services

Wide Open Services, LLC

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

Vendors Debarred by Federal Government Agencies

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

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