



# Board of Commissioners

## Agenda

15 West Kellogg Blvd.  
Saint Paul, MN 55102  
651-266-9200

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November 5, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

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### ROLL CALL

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

1. **Agenda of November 5, 2024 is Presented for Approval** [2024-269](#)

Sponsors: County Manager's Office

Approve the agenda of November 5, 2024.

2. **Minutes from October 15, 2024 are Presented for Approval** [2024-270](#)

Sponsors: County Manager's Office

Approve the October 15, 2024 Minutes.

### ADMINISTRATIVE ITEMS

3. **Project Budget and Financing Plan for East Building File Project** [2024-457](#)

Sponsors: Health and Wellness

1. Accept and approve the project budget and financing plan for Project Budget and Financing Plan for East Building File Project in an amount up to \$1,000,000.
2. Authorize the County Manager to allocate up to \$1,000,000 from proceeds from the sale of the Ramsey County Care Center to the Project Budget and Financing Plan for East Building File Project.
3. Authorize the County Manager to account for the Project Budget and Financing Plan for East Building File Project as a budgeted project in the Division of Innovation and Strategy.

4. **Fourth Amendment to the Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board** [2024-472](#)

Sponsors: Public Health

1. Approve the Fourth Amendment to the Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board.
2. Authorize the Chair and Chief Clerk to execute the amendment.

5. **Single Source Agreement with Youthprise for Youth Services** [2024-452](#)

Sponsors: Community Corrections

1. Approve the Single Source agreement with Youthprise, 3001 Broadway Street NE, Suite 330, Minneapolis, MN 55413, to administer funds for youth services that reduce out-of-home placements and promote racial equity for Ramsey County youth and families, for the period of December 5, 2024, through December 4, 2026 in a not-to-exceed amount of \$875,000 for the term of the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.

**6. Appointments to the Corrections Advisory Board**

[2024-479](#)

Sponsors: Community Corrections

Appoint the following individuals to the Ramsey County Community Corrections Advisory Board for a two-year term beginning January 1, 2025 and ending December 31, 2026:

- Shannon Kalmbach
- Darnesha Whitfield

**7. Appointment to the Ramsey-Washington Metro Watershed District**

[2024-500](#)

Sponsors: Board of Commissioners

Appointment Gabrielle Grogan to the Ramsey-Washington Metro Watershed District Board of Managers for a term beginning February 24, 2025 and ending on February 23, 2028.

**8. Appointments to the Capital Improvement Program Advisory Committee**

[2024-478](#)

Sponsors: Finance

Appoint the following candidates to the Capital Improvement Program Advisory Committee for teams that begin November 5, 2024, and end August 30, 2026:

- Kris Lansing
- Rob Talbot

**9. Appointments to the Workforce Innovation Board of Ramsey County**

[2024-474](#)

Sponsors: Workforce Solutions

1. Appoint Ismail Ali (Business) to serve on the Workforce Innovation Board of Ramsey County for a term beginning November 5, 2024 and ending on July 31, 2025.
2. Appoint the following individuals to serve on the Workforce Innovation Board of Ramsey County for a term beginning November 5, 2024 and ending on July 31, 2026.
  - Ethel Garcia (Business)
  - Fidelity Goodlaxson (Community-Based Organization)

**10. Appointments to the Ramsey County Library Advisory Board**

[2024-453](#)

Sponsors: Library

Appoint the following individuals to the Ramsey County Library Board for a three-year term beginning January 1, 2025 through December 31, 2027.

- Sandra Doubek
- Alexandra Kovarik

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- 11. Gift From Myrna Boyken to the Ramsey County Library** [2024-477](#)
- Sponsors: Library
- Accept the 2024 gift of approximately \$23,000 from Myrna Boyken.
- 12. Agreement with Cool Air Mechanical, Inc. for Ramsey County Courthouse/City of Saint Paul City Hall Chilled Water System Improvements Project** [2024-473](#)
- Sponsors: Property Management
1. Approve the selection of and agreement with Cool Air Mechanical, Inc., 1544 134th Avenue NE, Ham Lake, MN 55304, for the Ramsey County Courthouse/City of Saint Paul City Hall Chilled Water System Improvements project, for the period of November 6, 2025 through November 5, 2026, in the not-to-exceed amount of \$870,029.
  2. Authorize the Chair and Chief Clerk to execute the agreement.
  3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.
- 13. Professional Services Agreement with Apex Facility Solutions for Guaranteed Energy Savings Project Directed Engineering Study** [2024-475](#)
- Sponsors: Property Management
1. Approve the selection of and agreement with Apex Facility Solutions, LLC, 3495 Northdale Blvd. NW, Suite 230, Coon Rapids, MN 55448, for the guaranteed energy savings project directed engineering study for the period of November 6, 2024 through November 5, 2025, for a not-to-exceed amount of \$64,450.
  2. Authorize the Chair and Chief Clerk to execute the agreement.
  3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.
  4. Authorize the County Manager to execute the guaranteed energy savings project phase two agreement, and amendments to the agreement, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.
- 14. Joint Powers Agreement with the State of Minnesota for Election Recount Services** [2024-482](#)
- Sponsors: Property Tax, Records & Election Services
1. Approve the Joint Powers Agreement with the state of Minnesota for election recount services for the period upon execution through December 31, 2024.
  2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
- 15. Operation Green Light for Veterans** [2024-529](#)
- Sponsors: Veterans Services
- Support Operation Green Light for Veterans by displaying green lights in county buildings, businesses and residences from November 4-11, 2024, to honor individuals who made
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immeasurable sacrifices to preserve freedom for the community.

**ORDINANCE PROCEDURES**

**16. Proposed Ramsey County Arts and Culture Advisory Commission Ordinance - Waive First Reading and Set Public Hearing Date** [2024-461](#)

Sponsors: Board of Commissioners, Economic Growth and Community Investment

1. Waive the First Reading of the proposed Ramsey County Arts and Culture Advisory Commission Ordinance.
2. Set the Public Hearing date of December 3, 2024, at 9:00 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of Ramsey County Courthouse, 15 West Boulevard, Saint Paul, MN, to afford the public an opportunity to comment on the proposed ordinance to establish a Ramsey County Arts and Creative Enterprise Advisory Commission.

**COUNTY CONNECTIONS**

**OUTSIDE BOARD AND COMMITTEE REPORTS**

**BOARD CHAIR UPDATE**

**ADJOURNMENT**

Following County Board Meeting:

10:00 a.m. (est.)Legislative Committee of the Whole, Council Chambers – Courthouse Room 300

Advance Notice:

- November 12, 2024 County board meeting – Council Chambers
- November 19, 2024 County board meeting – Council Chambers
- November 26, 2024 County board meeting – Council Chambers
- December 03, 2024 County board meeting – Council Chambers



# Board of Commissioners

## Request for Board Action

15 West Kellogg Blvd.  
Saint Paul, MN 55102  
651-266-9200

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**Item Number:** 2024-269

**Meeting Date:** 11/5/2024

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**Sponsor:** County Manager's Office

**Title**

Agenda of November 5, 2024 is Presented for Approval

**Recommendation**

Approve the agenda of November 5, 2024.



# Board of Commissioners

## Request for Board Action

15 West Kellogg Blvd.  
Saint Paul, MN 55102  
651-266-9200

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**Item Number:** 2024-270

**Meeting Date:** 11/5/2024

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**Sponsor:** County Manager's Office

**Title**

Minutes from October 15, 2024 are Presented for Approval

**Recommendation**

Approve the October 15, 2024 Minutes.

**Attachments**

1. October 15, 2024 Minutes



# Board of Commissioners

## Minutes

15 West Kellogg Blvd.  
Saint Paul, MN 55102  
651-266-9200

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October 15, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

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The Ramsey County Board of Commissioners met in regular session at 9:01 a.m. with the following members present: Frethem, McGuire, Moran, Ortega, Xiong and Chair Reinhardt. Also present were Ling Becker, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

### ROLL CALL

Present: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

Read by Commissioner Frethem.

1. Agenda of October 15, 2024 is Presented for Approval [2024-267](#)

Sponsors: County Manager's Office

Motion by Frethem, seconded by Xiong. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

2. Minutes from October 8, 2024 are Presented for Approval [2024-268](#)

Sponsors: County Manager's Office

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

### ADMINISTRATIVE ITEMS

3. Amendment to the Sole Source Agreement with Metropolitan Consortium of Community Developers for the Ramsey County Open to Business Program [2024-418](#)

Sponsors: Community & Economic Development

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2024-203](#)

4. Certification of Property Assessed Clean Energy Charges for Energy Improvements [2024-456](#)

Sponsors: Community & Economic Development

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2024-204](#)

5. Acceptance of 2024 Local Affordable Housing Aid [2024-463](#)

Sponsors: Community & Economic Development

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2024-205](#)

6. Transfer of Excess Municipal County State Aid Highway Funds [2024-459](#)

Sponsors: Public Works

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2024-206](#)

7. County Burial Assistance Program Rate Increase [2024-462](#)

Sponsors: Financial Assistance Services

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2024-207](#)

8. Reappointment of Ramsey County Assessor [2024-371](#)

Sponsors: Information and Public Records

Remarks by Ramsey County Assessor, Patrick Chapman. Discussion can be found on archived video.

Motion by Frethem, seconded by Ortega. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2024-208](#)

## **COUNTY CONNECTIONS**

Presented by County Manager, Ling Becker. Discussion can be found on archived video.

## **OUTSIDE BOARD AND COMMITTEE REPORTS**

Discussion can be found on archived video.

## **BOARD CHAIR UPDATE**

Presented by Chair Reinhardt. Discussion can be found on archived video.

## **ADJOURNMENT**

Chair Reinhardt declared the meeting adjourned at 10:01 a.m.

## **CLOSED MEETING**



Pursuant to Minnesota Statutes § 13D.05 subdivision 3(d) in order to discuss cybersecurity updates, the Ramsey County Board will meet in a closed meeting, which is not open to the public.

In Re Cybersecurity Updates.

The Closed Meeting was called to order at 10:37 a.m.

Present: Commissioners Frethem, McGuire, Moran, Ortega, Xiong and Chair Reinhardt. Also present: Ling Becker, County Manager; Jada Lewis, Civil Division Director, Office of the Ramsey County Attorney; Chetan Ganatra, Chief Information Officer, Information Services; Stacy Kaiser, Chief Information Security Officer, Information Services; Karen Francois, Deputy County Manager, Information and Public Records Service Team; Deanna Pesik, Chief Compliance and Ethics Officer, County Manager's Office; Mandy Malecek, Enterprise Risk Manager, Finance; Jason Patten, Risk Specialist, Compliance & Ethics Office; David Triplett, Deputy Director, Property Tax, Records and Election Services; Matt Starland, IS Technical Architect, Information Services; Judd Freed, Director, Emergency Management and Homeland Security; Susan Earle, Chief Finance Officer, Finance; and Mee Cheng, Chief Clerk - County Manager's Office.

The Board of Ramsey County Commissioners authorized the Ramsey County staff to proceed as discussed in this closed meeting.

The closed meeting was adjourned at 12:05 p.m.

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-457

**Meeting Date:** 11/5/2024

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**Sponsor:** Health and Wellness Administration

**Title**

Project Budget and Financing Plan for East Building File Project

**Recommendation**

1. Accept and approve the project budget and financing plan for Project Budget and Financing Plan for East Building File Project in an amount up to \$1,000,000.
2. Authorize the County Manager to allocate up to \$1,000,000 from proceeds from the sale of the Ramsey County Care Center to the Project Budget and Financing Plan for East Building File Project.
3. Authorize the County Manager to account for the Project Budget and Financing Plan for East Building File Project as a budgeted project in the Division of Innovation and Strategy.

**Background and Rationale**

Currently, the Social Services Department, Financial Assistance Services Department, and the Division of Fiscal Services store open and closed client and civil collection records in various areas of the Ramsey County East Building at 160 East Kellogg Boulevard. There are approximately 150,000 closed records with a total of 37.5 million pages and 98,500 open paper client files with a total of 31.6 million pages stored in the East Building.

With the move to Metro Square in early 2025, these files will need to be stored off-site as Metro Square does not have the capacity to store this volume of records. A project of this size requires a considerable amount of time and funding to complete. Funding and personnel resources to complete this work of packing, moving, and storing offsite is not available within the current Division of Innovation and Strategy budget. When exploring possible funding sources with county leadership, utilizing \$1 million of proceeds from the sale of the Ramsey County Care Center became the preferred source.

Resolution B2023-079 authorized the sale of the Ramsey County Care Center to NUWAY Alliance. Per the resolution, proceeds from the sale were placed in a holding project as a project budget in the 2023 Capital Projects Fund. Requests for use would be presented to the Ramsey County Board through the request for board action process.

There is also a need to digitize all paper files that are still within their retention period. At the end of the contract, all paper files within their retention period would be digitized. Files that reach their retention period during the project will be destroyed.

There are an additional 98,500 open paper client files with a total of 31.6 million pages. These files are currently stored in staff work areas at the Ramsey County East Building. With the move to Metro Square and the move to digitized case file management, these records also need to be digitized and loaded into the new case file management system. There are also client files stored in PDFs on secure internal network drives that will need to be loaded into the new system.

This funding request would pay some of the costs of the same vendor to pack, inventory, move, and digitize

these records and would require the vendor to make the records available within 24 hours of a request so staff can continue to have access to the client information they need. Open case files would be prioritized for digitization and loading into the case file management system and closed files would be digitized either at the time that they are re-opened or within three to five years.

Only files within the required retention period are currently in storage at the East Building. Files past their retention period have been destroyed. Some files, like adoption and guardianship files, are required to be retained indefinitely. Adoption and guardianship files for people born prior to 1970 have been moved to the Minnesota Historical Society’s archives. In 2025, the files for people born in 1971 will be archived with the Historical Society and we will continue with each future year.

The total cost of this project could reach \$11 million and additional funding will be needed to complete this project.

**County Goals** (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

These files must be moved off-site as the county lacks storage space of this capacity outside of the East Building. Compared to paper files, digitized records and electronic case file management will decrease time workers spend on paperwork, allowing them to spend more time with clients, the majority of whom are from ethnically and racially diverse communities. Additionally, workers jobs will be easier, and the majority of impacted staff are from ethnically and racially diverse communities.

**Community Participation Level and Impact**

There is no community engagement associated with this request for board action.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

Funding up to \$1,000,000 is requested for this project. In collaboration with Finance, proceeds from the sale of the Care Center were deemed the appropriate source of funds. Resolution B2023-079 approved the sale of the Care Center and authorized proceeds to be placed in a Capital Projects Fund holding Project for future needs.

**Last Previous Action**

On May 23, 2023, the Ramsey County Board of Commissioners approved the sale of the Ramsey County Care Center Property to NUWAY Alliance (Resolution B2023-079).

**Attachments**

None.

Item Number: 2024-472

Meeting Date: 11/5/2024

**Sponsor:** Public Health

### Title

Fourth Amendment to the Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board

### Recommendation

1. Approve the Fourth Amendment to the Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board.
2. Authorize the Chair and Chief Clerk to execute the amendment.

### Background and Rationale

The Ramsey/Washington Recycling and Energy (R&E) Board is recommending changes to the Joint Powers Agreement (JPA) between Ramsey and Washington Counties to update composition to the Joint Powers Board, update the organization structure, reduce number of attorneys and update the financial contributions of the two counties to reflect population growth.

1. Organizational structure. Remove reference to Deputy Director. Instead, establishing an Executive Team and allow the Executive Director to adjust staffing models to fit the service lines and/or needs of the organization.
2. The number of commissioners assigned to the board reduced to three Ramsey County commissioners and two Washington County commissioners, and one alternate for each county. This would remove the quorum of each board on the R&E and bring alignment with other boards and JPAs.
3. Number of Attorneys from two to one, with R&E Board requesting Washington County providing an attorney. This will be an overall cost savings as well to R&E Budget.
4. The financial contributions will be proposed as a schedule. Based on data and forecasts
  - Jan. 7, 2025 - Dec. 31, 2025: 73% from Ramsey County and 27% from Washington County
  - Jan. 1, 2026 - Dec. 31, 2029: 69% from Ramsey County and 31% from Washington County
  - Jan. 1, 2030 - Dec. 31, 2039: 68% from Ramsey County and 32% from Washington County
  - Jan. 1, 2040 - Dec. 31, 2049: 67% from Ramsey County and 33% from Washington County
  - Jan. 1, 2050 - Dec. 31, 2059: 66% from Ramsey County and 34% from Washington County

On November 14, 2024 the R&E Board will take up passage of updated Bylaws to reflect changes in the JPA and will establish through resolution the Public Health Advisory Board Workgroup and Finance Advisory Board Workgroup in accordance with Bylaws.

### County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

### Racial Equity Impact

By adopting these amendments, R&E Board will increase accountability for both county boards regarding program decisions that impact the entire Ramsey County community, including improving how R&E moves to lessen the impact of waste to the environment, and the ability to manage waste to mitigate climate change offers an opportunity to protect the health of the most impacted residents from racially and ethnically diverse communities. These changes to the leadership structure will greatly improve how Ramsey County increases its ability to serve its county with the goal of reaching more people through the R&E facility and Joint Activities

work that prioritizes waste reduction, reuse, and repair.

**Community Participation Level and Impact**

This amendment to the JPA will allow the R&E Board to better serve residents and businesses and will enhance its commitment to protect and ensure the public health, safety, welfare and environment of each county's residents and businesses through sound management of solid and hazardous waste generated in each county. By making the proposed changes, efficiencies are increased from both Ramsey and Washington Counties on R&E work related to the goals included in the respective counties' Solid Waste Management Plans which are community informed. This, in turn, increases accountability to both counties and their constituents. R&E focuses on extensive outreach and education as a core function in community.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

This overall is a reduction of contributions to the Joint Activities budget from Ramsey County and shifts the contributions in alignment with population and municipal solid waste projections.

**Last Previous Action**

On July 18, 2023, the Ramsey County Board approved the amended and restated Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board (Resolution B2023-116).

On August 2, 2022, the Ramsey County Board approved the second amendment to the Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board (Resolution B2022-180).

On November 19, 2019, the Ramsey County Board approved the first amendment to the Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board (Resolution B2019-266).

On September 22, 2015, the Ramsey County Board approved the amended and restated Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board (Resolution B2015-296).

**Attachments**

1. Redlined Fourth Amendment and Restated Joint Powers Agreement
2. Third Amendment and Restated Joint Powers Agreement

~~THIRD-FOURTH~~ AMENDED AND RESTATED  
RAMSEY/WASHINGTON RECYCLING AND ENERGY BOARD  
JOINT POWERS AGREEMENT

Adopted September 22, 2015

Amended November 19, 2019

Amended August 2, 2022

Amended July 18, 2023

Amended ~~xxxx~~, 2024

**Commented [A1]:** insert date that JPA is scheduled to go to each county; if different dates, then use the last date of approval by one of the counties

This ~~Third-Fourth~~ Amended and Restated Joint Powers Agreement (the “Agreement”), amends and restates in its entirety the Joint Powers Agreement for the Resource Recovery Project dated December 2006. This Agreement is entered into by and between Ramsey County and Washington County (each a “County” or collectively, the “Counties”) pursuant to Minnesota Statutes § 471.59, and is effective January 7, 2025 or upon the date of approval by both Counties, whichever occurs later.

WHEREAS, the Counties have committed to continue to protect and ensure the public health, safety, welfare and environment of each County’s residents and businesses through sound management of solid and hazardous waste generated in each County;

WHEREAS, Ramsey and Washington Counties have in place County Solid Waste Management Plans (“Management Plans”) consistent with the Metropolitan Solid Waste Management Policy Plan (“Policy Plan”) and approved by the Commissioner of the Minnesota Pollution Control Agency;

WHEREAS, the Management Plans have a goal of maintaining and improving an integrated system of solid waste management that supports Minnesota’s hierarchy of solid waste management, with an emphasis on waste reduction, reuse, recycling and composting before the remaining solid waste is managed through resource recovery;

WHEREAS, the Management Plans also include policies that affirm the processing of waste, for the purpose of recovering energy and recyclables, and other beneficially usable materials, as the preferred method to manage solid waste that is not reduced, reused or recycled;

WHEREAS, the Counties have agreed to jointly acquire, own, and operate the Ramsey/Washington County Resource Recovery Facility located in Newport, Minnesota (the “Facility”);

WHEREAS, the Counties recognize clear environmental, financial and policy benefits to public ownership and operation of the Facility and desire to amend and restate their Joint Powers Agreement for the purpose of owning, operating and improving the Facility; advancing recycling

~~Third~~ Fourth Amended and Restated Ramsey/Washington R&E Board Joint Powers Agreement

and other waste management goals of the Counties; and overseeing other joint waste management activities.

NOW, THEREFORE, pursuant to the authority contained in Minnesota Statutes Section 471.59, and the county solid and hazardous waste management authority provided in Minnesota Statutes Chapters 115A, 116, 473, and other Minnesota Statutes, Ramsey and Washington Counties hereby enter into this Amended and Restated Joint Powers Agreement under the terms and conditions set forth below.

~~July 18, 2023~~ xxxx, 2024

~~Third~~ Fourth Amended and Restated Ramsey/Washington R&E Board Joint Powers Agreement

**I. Introduction**

A. Definitions

1. Board means the Ramsey/Washington Recycling and Energy Joint Powers Board established by this Agreement.
2. Bylaws shall mean the bylaws adopted by the Board as provided in Section IV.C.
3. County or Counties shall mean Ramsey and/or Washington County as the context may require.
4. Facility shall mean the Ramsey/Washington Recycling & Energy Center located at 100 Red Rock Road, Newport, MN.
5. Facility Budget shall mean the annual operating budget for the Facility.
6. Fiscal Agent shall mean the Fiscal Agent provided for in Section VI.G of this Agreement.
7. Hauler shall mean any person who owns, operates, or leases vehicles for the purpose of collection and transportation of any type of solid waste.
8. Hauler Rebate shall mean a payment to a hauler for delivery of solid waste by a hauler to the Facility.
9. Joint Activities shall mean joint waste management activities, including the activities listed in Section V.B.9.
10. Joint Activities Budget shall mean the annual budget to be approved by the respective County Boards for the Board to administer and carry out joint waste management activities.
11. Mixed Municipal Solid Waste shall have the meaning given in Minnesota Statutes Section 115A.02.
12. Project means the Ramsey/Washington Resource Recovery Project.
13. Solid Waste shall have the meaning given in Minnesota Statutes Section 115A.02.
14. Waste shall have the meaning given in Minnesota Statutes Section 115A.02.

- B. Name. The entity created by this Joint Powers Agreement shall be called the Ramsey/Washington Recycling and Energy Board (the "Board").



~~Third~~ Fourth Amended and Restated Ramsey/Washington R&E Board Joint Powers Agreement

**II. Purpose of this Agreement.** A key purpose of this Agreement is to create a structure for joint ownership and operation of the Facility by the Board and to define the rights, obligations, and responsibilities of each County with respect to the Board and Facility. In addition, the purpose of this Agreement is to accomplish the Vision Statement adopted by the Project in 2013, which calls for significant advancements in waste reduction, recycling, organics management, and recovery of resources from Waste, promoting economic development through enhanced resource recovery, and accomplishing the goals and requirements of Minnesota Statutes Section 473.803, all as amended from time to time, along with other joint waste management activities, as agreed to by the Board.

**III. Term.** This Agreement shall take effect ~~on~~ January 7, 2025 or the date of approval by both Counties, whichever occurs later, and will continue until terminated or dissolved in accordance with section IX.B.3 of this Agreement. However, in no event shall this Agreement be terminated prior to the payment in full of all bonds and other indebtedness of the Board incurred to acquire or improve the Facility. The Counties agree not to terminate or dissolve the Board if termination or dissolution would conflict with or violate the terms or conditions of any debt instruments by or on behalf of the Board.

**IV. Governing Body.** For the purpose of managing this Agreement, the joint powers board created pursuant to Minn. Stat. § 471.59, which was called the Ramsey/Washington Resource Recovery Project Board and referred to herein as the “Project,” is continued as the Ramsey/Washington Recycling and Energy Board pursuant to the terms of this amended and restated Agreement. It is the intention of the Counties that the Board has all powers necessary to fulfill the purpose of this Agreement and all the powers granted to it by law now or hereafter.

A. Joint Powers Board

1. Composition. The governing body of the Board shall consist of ~~four-two~~ commissioners from Washington County and ~~five-three~~ commissioners from Ramsey County. The commissioners will be appointed by the respective County Boards. Each County may appoint an alternate commissioner.
2. Ex Officio Members of the Board. The Board may appoint a representative from the City of Newport, Minnesota and the Minnesota Pollution Control Agency to serve as non-voting, ex officio members of the governing body of the Board. The Bylaws may provide for appointing one or more additional ex-officio members.
3. Officers. The Board shall provide for the election of officers in the Bylaws.
4. Board Meetings and Voting. The governing body of the Board shall meet on an as needed basis and provide adequate public notice. The presence of ~~five-three~~ ~~(53)~~ Board members at a meeting shall constitute a quorum so long as one of the three Board members present is from Washington

~~Third~~ Fourth Amended and Restated Ramsey/Washington R&E Board Joint Powers Agreement

County. Board actions shall be determined by a majority of the Board. A County-designated alternate Board member may vote in place of an absent Board member from that County. Additional requirements or procedures for Board meetings may be provided for in the Bylaws.

- B. Board Committees. The Board shall provide for the establishment of an Executive Committee and other standing or ad hoc committees as it deems appropriate through the Bylaws.
- C. Bylaws. The Board shall adopt Bylaws by a two-thirds (2/3) majority of the Board to govern its operations. The Bylaws shall be consistent with this Agreement and all applicable laws. The Bylaws may be amended from time to time by a two-thirds (2/3) majority of the Board after notice in accordance with the Bylaws.
- D. Records. The books and records, including minutes of the Board, shall be subject to Chapter 13 of the Minnesota Statutes. The records shall be maintained at a location determined by the Board.
- E. Principal Place of Business. The initial principal place of business of the Board shall be located at 100 Red Rock Road, Newport, MN 55055.

**V. Scope and Authority.**

- A. General Powers. The Board is hereby authorized to exercise the authority and powers as is necessary and convenient to carry out the mandates and purposes set forth in this Agreement without individual County Board approval unless otherwise specified in this Agreement. The Board has all powers granted to joint exercise of powers agencies under Minnesota law as well as all powers necessary to the exercise of the powers, duties and obligations of this Agreement.
- B. Specific Powers. The Board shall administer operation of the Facility and other joint waste management activities. Specific powers delegated to the Board include, but shall not be limited to:
  - 1. Property. Authority to acquire, improve, own, lease and hold real and personal property, as may be required to accomplish the purposes of this Agreement and, upon termination of this Agreement, make distribution of the property as provided under this Agreement.
  - 2. Facility Management. Authority to manage and oversee the operation, maintenance, and improvement of the Facility and take actions necessary to ensure efficient operation of the Facility. The Board, in its sole discretion, may determine to accept Waste at the Facility generated from outside the Counties.
  - 3. Contracts and Procurement. Authority to negotiate, enter, and enforce contracts relating to the Facility and its operations, Joint Activities, and as

~~Third~~ Fourth Amended and Restated Ramsey/Washington R&E Board Joint Powers Agreement

otherwise necessary and convenient to carry out the purposes of this Agreement, provided however that contracts let and purchases made under this Agreement must conform to the requirements applicable to contracts and purchases of either County, as the Board determines appropriate.

4. Employees. Authority to employ agents or employees and authority to engage in labor negotiations or collective bargaining, in accordance with applicable law. Such employees shall be employees of the Board, regardless of whether the Board provides its own human resources services or contracts with one of the Counties to provide such services.
5. Grants. Authority to apply for, accept, receive, and disburse grants, loans, donations and other assistance from the federal government, state of Minnesota, or any other agency or organization.
6. Debt. Authority to incur and discharge debts, liabilities and obligations, including the authority to issue bonds pursuant to Minnesota and federal law. Any issuance of debt must be approved by a two-thirds (2/3) majority of the Board. In addition to the foregoing powers of the Board:
  - a. Each County upon approval by both County boards (by majority vote or as required by law), is hereby authorized to issue bonds or obligations on behalf of itself and the other County, under any law by which such County may independently issue bonds or obligations, and may use the proceeds of the bonds or obligations to carry out the purposes of the law under which the bonds or obligations are issued, including but not limited to loaning the proceeds thereof to the Board to finance a portion of the cost of the acquisition of the Facility; provided that such loans, bonds or obligations shall be issued only in connection with the Facility and only with the express consent of each County board as to any issue or series of bonds or obligations; and
  - b. To further secure any bonds or obligations issued by a County (the "Issuer County") on behalf of the other County (the "Non-Issuer County"), each such Non-Issuer County shall agree with the Issuer County, subject to applicable law, to pay its proportionate share of the principal and interest on such bonds under this Agreement.
7. Power to Sue and be Sued. Authority to sue and be sued in the Board's name.
8. Annual Budgets. Authority to establish rates and fees associated with the Facility, and to hold and receive revenue, in accordance with the Board-approved budget and the joint activities budget approved by the County Boards.

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9. Joint Activities. In addition to the responsibilities associated with ownership and operation of the Facility, the Board shall administer joint solid waste management activities, which shall include but not be limited to:
  - a. Administering a Hauler Rebate program as determined necessary by the Board.
  - b. Conducting waste education and outreach related to reduction, recycling, waste processing and other waste management messages.
  - c. Engaging in educational activities with schools, including Facility tours and other efforts.
  - d. Administering non-residential recycling programs, including BizRecycling and related programs.
  - e. Making plans and conducting research in furtherance of the goals of this Agreement.
  - f. Initiating or administering other joint solid waste management projects on behalf of the Counties, as determined by the Board.

**VI. Board Staff, Consultants and Support**

- A. Executive Director. The Executive Director is hereby designated as the leader of the R&E organization, overseeing and implementing the vision and strategic direction for the organization. The Executive Director is responsible for management of the organization and its ~~executive~~ Executive team ~~Team, which includes the Deputy Director, Human Resources Manager, Accounting Manager, and Administrative Assistant~~. The Executive Director is responsible for developing organizational goals and monitoring progress toward meeting those goals while ensuring compliance with the Joint Powers Agreement and Bylaws. The Executive Director shall report directly to the R&E Board and ensure the overall vision and direction aligns with the respective county partnerships through the Public Health Directors. The Executive Director shall have such powers and duties as further set out in this Agreement and the Bylaws. ~~The Executive Director shall act in the capacity of the Deputy Director in the Deputy Director's absence.~~
- B. ~~Deputy Director~~ Executive Team. ~~The Executive Team includes~~ The Executive Team shall consist of the Joint Activities Director, Facilities Director, and Administrative Director. ~~The Deputy Director~~ Executive Team shall report to the Executive Director and ~~serve as a subject matter expert in the solid waste management field with technical understanding of the business and day-to-day Facility operations and oversight of the development and implementation of projects and initiatives. The Deputy Director is responsible for leading, supervising and managing the functions of the leadership team that includes the managers of planning and project management, Joint~~

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~~Activities, contracts, and R&E Facility operations. The Deputy Director~~Executive Team shall have such other responsibilities and duties as designated by the Executive Director or the Board. ~~The Deputy Director~~As determined by the Executive Director, a designee from the Executive Team shall act in the capacity of the Executive Director in the absence of the Executive Director. Subject to budgetary parameters established by the Board, the Executive Director shall have the authority and discretion to reconfigure the Executive Team from time to time.

~~C. Joint Leadership Team. For the purpose of facilitating this Agreement and carrying out the various functions of the Board, the Joint Leadership Team is created, which shall be comprised of one staff member from each of the following: the Washington County Department of Public Health, and Environment, Saint Paul Ramsey County Public Health. The Joint Leadership Team shall perform its duties under the general direction and supervision of the Board. Pending selection of an Executive Director, the Joint Leadership Team shall have the same powers and duties as the Executive Director and Deputy Director as further set out in this Agreement and the Bylaws. The Joint Leadership Team shall cease all functions and dissolve six months after the R&E Board hires an Executive Director and that person begins actively fulfilling the functions and duties described in Section VI.A of this Agreement.~~

~~D. Ramsey/Washington Public Health Advisory Work Group. The Ramsey/Washington Public Health Advisory Work Group is hereby designated to advise the Executive Director and consult on Ramsey/Washington Recycling & Energy matters so as to implement the solid waste management plans of Ramsey and Washington Counties. This advice and consultation includes, but is not limited to, technical assistance, input on Joint Activities, fiscal responsibility and accountability regarding the use of funds provided by the respective counties, and other input to ensure alignment with the mission, vision and values of Ramsey and Washington Counties' solid waste management plans. The Ramsey/Washington Public Health Advisory Group shall consist of the director of Saint Paul Ramsey County Public Health and the director of Washington County Public Health and Environment. Information exchanged between the Executive Director and the Ramsey/Washington Public Health Advisory Work Group shall be consistent with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.~~

~~E. Ramsey/Washington Financial Advisory Work Group. The Ramsey/Washington Financial Advisory Work Group is hereby designated to advise the Executive Director and consult on Ramsey/Washington Recycling & Energy financial matters. The Ramsey/Washington Financial Advisory Work Group shall be comprised of one staff member from each of the following: Ramsey County Finance Department and Washington County Accounting & Finance Department and additional representation designated by the Executive Director. Information exchanged between the Executive Director and the Ramsey/Washington Public Financial Advisory Work Group shall be consistent with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.~~

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~~F.C.~~ Staff. The Board may be supported by a combination of Board staff, County staff, and consultants. As directed by the Board, the Executive Director or his or her designee will hire and supervise Board employees and consultants. Additional direction on staffing, project administration and reimbursement for staffing and other services provided by the Counties may be provided for in the Bylaws.

~~G.D.~~ Fiscal Agent. The Ramsey County Finance Department shall act as the Fiscal Agent on behalf of the Board, performing functions determined appropriate by the Board and subject to the terms of a Fiscal Agent Agreement to be entered by and between Ramsey County and the Board.

~~H.E.~~ Legal Representation. The ~~Ramsey County Attorney's Office and the~~ Washington County Attorney's Office ~~are-is hereby designated as~~ the attorneys for the Board unless otherwise designated by the Board. Any special legal counsel shall be designated and chosen with the advice of the ~~Ramsey and~~ Washington County Attorney's Offices. The County county attorneys will be reimbursed for the services provided at the rate established from time to time by ~~each-the~~ county attorney's office.

~~I.F.~~ Reimbursement for Services. Staffing and other services provided by the Counties to the Board shall be reimbursed as provided in the Board's Facility Budget and/or Joint Activities Budget.

~~J.G.~~ Changes to Administrative Structure. The Counties hereby recognize that changes or additions to the administrative structure created by this Agreement may be necessary during the term of the Agreement. These changes may be made at the discretion of the Executive Director or the Board.

**VII. Obligations and Rights of the Counties**

- A. Ordinances. Each County agrees to use its best efforts to enforce its respective solid and hazardous waste ordinances.
- B. Waste Haulers. Each County shall properly license waste haulers as required by their respective solid waste ordinances.
- C. Waste Management Service Charges. Each County shall maintain and implement its ordinance requirements that impose on all waste generators a waste management service charge, currently called the County Environmental Charge.
- D. Waste Supply.
  - 1. Delivery Agreements. The Board is authorized to enter into waste delivery agreements for the Facility and may seek to use such agreements to secure waste deliveries.
  - 2. Waste Designation. The Counties agree to coordinate with each other and the Board to amend county Solid Waste Management Plans as necessary

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to accomplish the goals of this Agreement and prepare a joint Waste Designation Plan pursuant to Minnesota Statutes §§ 115A.80 to 115A.893. Each County agrees to adopt, implement, maintain and enforce waste designation ordinances. From time to time, each County may seek to amend its waste designation ordinances to respond to changing conditions, capture opportunities to manage waste higher on the State of Minnesota's hierarchy of waste management (as established by Minnesota Statutes § 115A.02), and/or seek to designate additional waste that is allowable but was not initially designated. Such amendments will be coordinated by the Counties.

E. Joint Activities. The Board is authorized to administer the joint solid waste activities set forth in Section V.B.9 and approve an annual joint activities budget that includes funding for such activities during the term of this Agreement.

F. Budgets

1. Facility Budget. A Facility Budget shall be established for the operation and administration of the Facility by the Board. Other than initial contributions from the Counties set forth in Article VIII, it is anticipated that funds for the Facility operations and maintenance will be derived from revenue collected in the normal course of operation of the Facility, including collection of tipping fees. The Board shall establish procedures and policies for managing the Facility Budget in the Bylaws. Costs that shall be included in the Facility Budget include, but are not limited to, operating funds, any operating reserve fund, capital improvements and repairs, administrative costs, and debt service payments.

~~2. Joint Activities Budget. Project funds existing at the time of the execution of this Agreement, shall be retained by the Board and accounted for in a Joint Activities Budget. The Joint Activities Budget will be drawn upon for Board activities, including the Joint Activities set forth in Section V.B.9. The Counties' fiscal responsibility will be in proportion to the following percentages: ~~73% from Ramsey County and 27% from Washington County.~~~~

~~Jan. 7, 2025 – Dec. 31, 2025: 73% from Ramsey County and 27% from Washington County~~

~~Jan. 1, 2026 – Dec. 31, 2029: 69% from Ramsey County and 31% from Washington County~~

~~Jan. 1, 2030 – Dec. 31, 2039: 68% from Ramsey County and 32% from Washington County~~

~~Jan. 1, 2040 – Dec. 31, 2049: 67% from Ramsey County and 33% from Washington County~~

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Jan. 1, 2050 – Dec. 31, 2059: 66% from Ramsey County and 34% from Washington County

It is the intention of the Counties to continue their respective County Environmental Charges for purposes of making their respective contributions to the Joint Activities Budget.

2.3. Accounting and Audits. All Board funds shall be accounted for according to generally accepted accounting principles and any other applicable laws. The Board shall further develop accounting and auditing procedures and requirements in the Bylaws.

**VIII. Facility Acquisition.** As of the effective date of this Agreement, the Counties are in the process of purchasing the Facility. The Counties agree to undertake certain actions and authorize the Board to take certain actions to facilitate acquisition of the Facility, and transitioning the Facility to public ownership and operation, including, but not limited to, the following:

- A. Facility Purchase. The Board is authorized to take necessary actions to close on purchasing the Facility. The Counties agree to cooperate, execute documents, and perform other acts as reasonably necessary to complete the acquisition.
- B. Facility Financing. To finance acquisition of the Facility by the Board, the Counties agree to the following financing plan:
  - 1. Each County will make a loan to the Board sufficient to cover its share of the Facility acquisition as determined by the final Asset Purchase Agreement. Ramsey County will contribute 73% (“Ramsey Facility Loan”) and Washington County will contribute 27% (“Washington Facility Loan”) of the funds necessary to complete the purchase of the Facility in sufficient time to effect the transaction.
  - 2. The Board is hereby authorized to use the proceeds of the Ramsey Facility Loan and the Washington Facility Loan to acquire the Facility.
  - 3. Each County shall decide the manner by that it will fund its respective Facility Loan, which may include, but not be limited to, the use of existing cash reserves, the issuance of bonds and use of the bond sale proceeds, or a combination thereof. For the avoidance of doubt, a combination may include a cash payment that is replaced with the proceeds from a bond sale taking place after the acquisition of the Facility.
  - 4. The Board shall be obligated to repay the County Facility Loans on terms and conditions that match, or are otherwise consistent with, any terms and conditions of any bonding Ramsey County may elect to use to fund its Facility Loan. Repayment by the Board will be made on a pro-rata basis to each County based on its respective Facility Loan percentages described above. Payments will be made from and included in the Facility Budget.



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- C. Capital Contributions. The Counties agree to make contributions to the Board for initial Facility capital expenditures in an amount to be determined by the Board. The total capital contribution will be 73% by Ramsey County and 27% by Washington County for this purpose. The Counties agree to make their respective capital contributions within thirty (30) days of receiving notice from the Board of its determination of the amount of the capital contribution.
- D. Operating Reserve Fund. As part of the Facility Budget, the Board shall create an operating reserve fund to at least maintain essential Facility operations, second to make any required debt or obligations payments to third parties, and third to make any debt or obligations payments required to Ramsey or Washington Counties. The Bylaws shall outline the scope and size of the operating reserve fund. Upon recommendation by the Board to the Counties, each County agrees to commit or hold sufficient funding for the operating reserve fund. The Counties' respective contributions to establish the operating reserve fund shall be ~~73% from Ramsey County and 27% from Washington County~~ consistent with Section VII.F.2 of this Agreement. The Bylaws shall also provide a process to release the Counties from the obligation to hold funding for the operating reserve fund, and to pay back any operating reserve funds transferred to the Board, as an enterprise reserve fund is created and funded.
- E. Enterprise Reserve Fund. As part of the Facility Budget, the Board shall create an Enterprise Reserve Fund that will replace the Operating Reserve Fund over a time period specified in the Bylaws. The purpose of the Enterprise Reserve Fund is, first, to at least maintain essential Facility operations; second, to make any required debt or obligations payments to third parties; and, third, to make any debt or obligations payments required to Ramsey or Washington Counties. The Bylaws shall outline the scope and size of the Enterprise Reserve Fund.

**IX. Other Provisions**

- A. Liability and Insurance
  - 1. Separate Public Entity. The Board shall be considered a separate and distinct public entity to which the Counties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
  - 2. Insurance. The Board shall obtain and maintain such insurance as will protect the Board against risk of loss or damage to the Facility and against claims that may arise or result from the maintenance and use of the Facility, and which will support indemnification of the Counties as provided in this Agreement and as determined by the Board. Such insurance may include as applicable workers' compensation insurance, general liability insurance, environmental liability insurance, automobile

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insurance for vehicles and general liability insurance for bodily injury, personal injury and property damage to the Board and County officials, employees and agents in the performance of duties arising from the Agreement, errors and omissions insurance, and such other insurance as the Board deems appropriate.

3. Indemnification and Liability of Board.

- a. The Board will indemnify, defend and hold harmless the Counties, their agents, commissioners and employees from all claims, damages, losses, demands, actions or causes of action, lawsuits, liabilities, costs and expenses, including reasonable attorney's fees and expenses, whatsoever arising out of any act or omission on the part of the Board or its contractors, subcontractors, partners, agents, or employees in relation to operation and management of the Facility.
- b. Any claims settled or judgments rendered against the Board subsequent to termination of this Agreement, and not otherwise covered by insurance, shall be apportioned between the Counties according to the percentages outlined in Section VII.F.2 of this Agreement, including but not limited to worker's compensation claims, unemployment insurance claims, tort claims, contract claims or civil rights actions.

B. Counties' Relationship

- 1. Other Agreements. Upon the Effective Date, this Agreement shall supersede all former joint powers agreements related to the Project between the Counties and all prior joint powers agreements shall be terminated.
- 2. Amendment. This Agreement may be amended upon agreement in writing of the two County Boards.
- 3. Termination. This Agreement may be terminated by mutual agreement of both Counties. Upon termination of this Agreement:
  - a. any remaining financial obligations shall continue until discharged by law, this Agreement, or any other agreement;
  - b. the Board shall immediately commence winding up its affairs;
  - c. the Board shall arrange to sell, transfer, or otherwise dispose of the Facility and related assets held by the Board for fair market value;

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- d. any proceeds from the sale of the Facility and related assets shall be distributed in the following order:
    - (1) first to repay any outstanding debt due by the Board to third parties;
    - (2) second as pro-rata payments to each County until each county's Facility Loan is repaid in full; and
    - (3) third to each County in the proportions set forth in VII.F.2.
  - e. all remaining property of the Board shall be returned to the County providing the property or distributed to the Counties in the proportions set forth in VII.F.2. of this Agreement; and
  - f. following disposal of the Facility, any remaining liabilities shall be distributed in the proportions set forth in set forth in VII.F.2. of this Agreement.
- C. Dispute Resolution. In the event of a dispute arising under this Agreement, the Counties agree to attempt to resolve their dispute by following the process described below:
- 1. A County shall provide written notice to the other County describing the perceived conflict, positions, and underlying reasons.
  - 2. The other County shall provide written response to the notice within seven (7) days of receipt of the notice.
  - 3. The Counties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Collaboration and Dispute Resolution. Costs of such facilitator shall be shared equally by all parties to the dispute.
  - 4. At the first meeting, the neutral facilitator will assist the Counties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Counties shall agree on a process for resolving the problem that would involve additional negotiations, mediation, or arbitration.
  - 5. In developing the process, the Counties will be guided by the following principles:
    - a. The parties will attempt in good faith to reach a negotiated settlement.



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[SIGNATURE PAGES FOLLOW]

~~July 18, 2023~~ xxxx, 2024

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the dates below.

**APPROVED:  
RAMSEY COUNTY**

BY: \_\_\_\_\_  
Chair, County Board

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
County Manager

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Assistant Ramsey County Attorney

DATE: \_\_\_\_\_

~~July 18, 2023~~ xxxx, 2024

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**APPROVED:  
WASHINGTON COUNTY**

BY: \_\_\_\_\_  
Chair, County Board

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Assistant Washington County Attorney

DATE: \_\_\_\_\_

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December 2006. Joint Powers Agreement (JPA) for Resource Recovery Project adopted.

September 22, 2015. Amended and Restated Ramsey/Washington Recycling and Energy Board JPA adopted.

November 19, 2019. Amendment #1 to JPA approved by Washington County Board of Commissioners (Resolution 2019-124) and by Ramsey County Board of Commissioners (Resolution B2019-266). Amendment changed Section VIII, part D – Release obligation to hold Operating Reserve Fund and added Section VIII, part E – Create Enterprise Reserve Fund.

August 2, 2022. Amendment #2 to JPA approved by Washington County Board of Commissioners (Resolution 2022-081) and by Ramsey County Board of Commissioners (Resolution B2022-180).

July 18, 2023. Amendment #3 to JPA approved by Washington County Board of Commissioners (Resolution 2023-9890) and by Ramsey County Board of Commissioners (Resolution B2023-319).

xxxx, 2024. Amendment #4 to JPA approved by Washington County Board of Commissioners (Resolution 2024-xxxx) and by Ramsey County Board of Commissioners (Resolution B2024-xxx).



**AMENDED AND RESTATED BYLAWS OF THE  
RAMSEY/WASHINGTON RECYCLING AND ENERGY BOARD**  
*Adopted by the Board ~~July 27, 2023~~, 2024*

**ARTICLE I**

**RAMSEY/WASHINGTON RECYCLING AND ENERGY BOARD**

The Ramsey/Washington Recycling and Energy Board (the “Board”) is governed by the Amended and Restated Joint Powers Agreement by and between Ramsey County and Washington County (each a “County” and together the “Counties”) dated September 22, 2015, as it may be amended from time to time (the “Joint Powers Agreement”). These Bylaws are adopted pursuant to Article IV, Section C of the Joint Powers Agreement, are effective as of ~~the date of their adoption by the Board~~ January 7, 2025 and shall remain in effect for such time as the Board continues to exist pursuant to the Joint Powers Agreement. Definitions of the terms contained in the Joint Powers Agreement shall apply in these Bylaws unless otherwise expressly stated herein.

**ARTICLE II**

**BOARD GOVERNANCE AND OPERATIONS**

**Section 1. Board Meetings.**

(a) **Open Meeting Law.** All meetings of the Board and Board committees shall be conducted pursuant to the Minnesota Open Meeting Law (Minnesota Statutes, Chapter 13D).

(b) **Regular Meetings.** The Board shall meet on a regular basis, with an annual schedule determined at its first meeting each calendar year. The Chair, in consultation with the Vice Chair, may cancel a regular meeting upon furnishing reasonable notice to each member of the Board.

(c) **Special Meetings.** The Board may hold special meetings on an as needed basis, to be called at the discretion of the Chair, in consultation with the Vice Chair. Notice of special meetings, describing the date, time, place, and purpose of the meeting shall be delivered to Board members at least five (5) days prior to each meeting. Public notice of Board meetings shall be published as required by the Minnesota Open Meeting Law.

(d) **Emergency Meetings.** Emergency meetings may be called in compliance with Minn. Stat. § 13D.04, subd. 3.

(e) **Quorum and Actions of the Board.** The presence of ~~five-three (53)~~ Board members at a meeting shall constitute a quorum so long as one of the three Board members present is from Washington County. Unless otherwise required by law, the Joint Powers Agreement, or Robert’s Rules of Order, actions of the Board are taken by a majority vote of Board members

present. Actions that, pursuant to the Joint Powers Agreement, require a two-thirds majority, must have affirmative votes from ~~six-four~~ Board members. A County commissioner designated as an alternate Board member by a County may vote and be counted for purposes of establishing a quorum in place of an absent Board member from that County. All resolutions of the Board shall be in writing, signed by the Chair and attested to by the Secretary/Treasurer. All other actions of the Board shall be by motion recorded in the written minutes. The Board's meeting minutes and actions shall be recorded in a journal, in compliance with the Minnesota Data Practices Act and the Minnesota Open Meetings Law.

(f) **Conduct of Meetings.** Meetings of the Board shall be conducted pursuant to the most recent edition of Robert's Rules of Order.

(g) **Meetings by Interactive Television or Other Electronic Means.** At the discretion of the Chair, in consultation with the Vice Chair, Board meetings may be conducted by interactive television in compliance with the conditions and requirements set forth in Minn. Stat. §13D.02. At the discretion of the Chair, in consultation with the Vice Chair, in emergency conditions, Board meetings may be conducted by telephone or other electronic means in compliance with the conditions and requirements set forth in Minn. Stat. §13D.021.

## **Section 2. Board Members.**

(a) **Board Members.** As provided in the Joint Powers Agreement, the Board shall consist of ~~four-two~~ commissioners from Washington County and ~~five-three~~ commissioners from Ramsey County, as appointed by each County. The Counties may replace their respectively designated Board members at any time, at their discretion. Each County also may designate alternate commissioners to serve on the Board in the absence of a County's representative Board member. Board members and alternates shall not receive any salary for their services, provided however that the Board may provide for expense reimbursements to the extent permitted by law.

(b) **Ex-Officio Members.** The Board may appoint representatives from the City of Newport, Minnesota (as provided in the Joint Powers Agreement) and the Minnesota Pollution Control Agency to serve as a non-voting, ex officio members of the Board. From time to time, the Board may appoint one or more additional non-voting, ex officio Board members.

## **Section 3. Board Committees.**

(a) **Standing Committees.** The Board will have two standing committees as set forth below. The standing committees are subject to the orders of the Board and committee actions may not conflict with actions or directions of the Board. Subject to the notice requirements set forth in Section 1, committee meetings may be held at the discretion of the respective chairperson of each committee.

(1) *Executive Committee.* An Executive Committee is created, which shall consist of the Chair, the Vice Chair, the Secretary/Treasurer. The Executive Committee shall have general supervision of the affairs of the Board between its meetings, make recommendations to the Board and perform such other duties as specified in the Joint

Powers Agreement, in these Bylaws, or as delegated by the Board. The Executive Committee is authorized to solicit bids and requests for proposals, and to execute contracts, including any amendments that are included in the approved annual Facility Budget or Joint Activities Budget and are within the authority of the Board to execute. The Board may delegate other functions and authority to the Executive Committee at its discretion. For voting, the presence of at least one committee member from each County is required.

(2) *Facility & Finance Committee.* A Facility and Finance Committee is created, which shall consist of the Secretary/Treasurer, and two additional commissioners, with the total makeup of the Committee including one commissioner from Washington County and two commissioners from Ramsey County. Members of the Facility and Finance Committee shall be appointed by the Chair each year and ratified by majority vote of the R&E Board. The Facility and Finance Committee is authorized to develop and oversee the Joint Activities Budget, Facility Budget, and Equipment Maintenance and Replacement Budget and make recommendations for these budgets to the R&E Board. The Facility and Finance Committee is also authorized to monitor ongoing Facility operations and make recommendations to the Executive Committee or R&E Board, as appropriate, to ensure efficient operation of the Facility.

(b) **Ad Hoc Committees.** The Board may establish ad hoc committees as it deems necessary and desirable. Such ad hoc committees may take actions to execute their duties or may be advisory committees. Each ad hoc committee must include a representative from each County.

**Section 4. Officers.** The Board shall elect a Chair, a Vice Chair, a Secretary/Treasurer, and other officers as determined appropriate by the Board. The officers of the Board shall be elected as provided below by the Board at the first meeting of the Board in a calendar year involving a quorum. Each officer shall have the powers and duties specified in these Bylaws, and as the Board may prescribe from time to time. An office vacated by resignation of an office shall be filled by Board action.

(a) **Chair.** The Chair of the Board shall rotate on a biennial basis between commissioners from each County. The Chair in 2016 shall be held by Washington County, and the biennial rotation shall begin in 2017 with Ramsey County assuming the Chair. The Chair of the Board shall preside (when present) at all Board meetings. The Chair is authorized to execute agreements on behalf of the Board and exercise and perform such other powers and duties as may be from time to time assigned to the Chair by the Board.

(b) **Vice Chair.** The Vice Chair of the Board shall also rotate, and shall be from the County that does not hold the Chair. The Vice Chair in 2016 shall be held by Ramsey County and the biennial rotation shall begin in 2017 with Washington County assuming the Vice Chair. In the absence or disability of the Chair, the Vice Chair shall perform all of the duties of the Chair and shall have all the powers of, and be subject to all the restrictions upon, the Chair.

(c) **Secretary/Treasurer.** The Secretary/Treasurer shall be elected on a biennial basis, with the first term beginning in October 2015 and continuing through 2017. The Secretary/Treasurer shall perform, or cause to be performed, the following duties: (i) official

recording of the minutes of all proceedings of the Board meetings and actions; (ii) provision for notice of all meetings of the Board; and (iii) authentication of the records of the Board. In addition, the Secretary/Treasurer shall oversee the Board's budget and finances. In the absence of the Chair and Vice Chair, the Secretary/Treasurer shall preside over the Board.

### ARTICLE III

#### MANAGEMENT, ADMINISTRATION AND STAFFING

##### Section 5. Board Administration.

(a) **Executive Director.** As set forth in the Joint Powers Agreement, the Executive Director is the leader of the R&E organization, overseeing and implementing the vision and strategic direction for the organization. The Executive Director is responsible for management of the organization and its ~~executive Executive team Team, which includes the Deputy Director, Human Resources Manager, Accounting Manager, and Administrative Assistant.~~ The Executive Director is responsible for developing organizational goals and monitoring progress toward meeting those goals while ensuring compliance with the Joint Powers Agreement and Bylaws. The Executive Director shall report directly to the R&E Board and ensure the overall vision and direction aligns with the respective county partnerships through the Public Health Directors. The Executive Director shall have such powers and duties as further set out in the Joint Powers Agreement, these Bylaws, and as otherwise assigned by the R&E Board. ~~The Executive Director shall act in the capacity of the Deputy Director in the Deputy Director's absence.~~

Commented [JR1]: revise consistent with JPA

(b) ~~Deputy Director~~**Executive Team.** As set forth in the Joint Powers Agreement, the ~~Deputy Director~~**Executive Team** shall report to the Executive Director and ~~serve as a subject matter expert in the solid waste management field with technical understanding of the business and day-to-day Facility operations and oversight of the development and implementation of projects and initiatives. The Deputy Director is responsible for leading, supervising and managing the functions of the leadership team that includes the managers of planning and project management, Joint Activities, contracts, and R&E Facility operations. The Deputy Director shall have such other responsibilities and duties as designated by the Executive Director or the Board. The Deputy Director~~As determined by the Executive Director, a designee from the Executive Team shall act in the capacity of the Executive Director in the absence of the Executive Director. Subject to the budgetary parameters established by the Board, the Executive Director shall have the authority and discretion to reconfigure the Executive Team from time to time.

Commented [JR2]: revise consistent with JPA

(c) **Administrative Functions.** The following administrative functions are necessary for the Board's operation. Entities carrying out these functions shall be compensated as provided for in specific purchase of service or other agreements.

(1) *Fiscal Agent.* As set forth in the Joint Powers Agreement, the Ramsey County Finance Department shall act as the Fiscal Agent on behalf of the Board, and shall provide any and all financial management, accounting and reporting services necessary or convenient for the Board. The Board may conform to the procurement policies of either County, as it deems appropriate.

(2) Legal Representation. As set forth in the Joint Powers Agreement, the ~~Ramsey County Attorney's Office and the Washington County Attorney's Office~~ are is the attorneys for the Board unless otherwise designated by the Board. Any special legal counsel shall be designated and chosen with the advice of the ~~Ramsey and Washington County Attorney's Offices.~~

Commented [JR3]: revise consistent with JPA

(3) Human Resources. As provided in the Joint Powers Agreement, employees of the Board are not employees of either County.

(4) Information Services. The Board shall decide how to procure information services for its operations. The Board shall procure its own hardware and software, and support services in the manner it chooses. The Board may enter into a purchase of services agreement with the Information Services Department of either County for elements of IT support. Beginning in 2016 the Ramsey County Information Services Department shall provide those information services for the Board identified in a purchase of services agreement.

~~(5) Ramsey/Washington Public Health Advisory Work Group. As set forth in the Joint Powers Agreement, the Ramsey/Washington Public Health Advisory Work Group shall advise the Executive Director and consult on Ramsey/Washington Recycling & Energy matters so as to implement the solid waste management plans of Ramsey and Washington Counties. This advice and consultation includes, but is not limited to, technical assistance, input on Joint Activities, fiscal responsibility and accountability regarding the use of funds provided by the respective counties, and other input to ensure alignment with the mission, vision and values of Ramsey and Washington Counties' solid waste management plans. The Ramsey/Washington Public Health Advisory Group shall consist of the director of Saint Paul Ramsey County Public Health and the director of Washington County Public Health and Environment. Information exchanged between the Executive Director and the Ramsey/Washington Public Health Advisory Work Group shall be consistent with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.~~

~~(6)(5) Ramsey/Washington Financial Advisory Work Group. As set forth in the Joint Powers Agreement, the Ramsey/Washington Financial Work Group shall be responsible for advising the Executive Director on financial matters such as budget development, budget updates, and annual financial statements and audits. The Ramsey/Washington Financial Advisory Work Group will be consulted on any future county bonding or major Board finance issues that impact either county.~~

**Section 6. Staffing and Consultants.**

(a) Staffing. The Counties may from time to time designate employees to perform work on behalf of the Board. The Board also may authorize the Executive Director to hire and maintain staff to exclusively work for the Board ("Board Staff"). The Board hereby delegates authority to the Executive Director or his or her designee to hire (consistent with the Facility

Commented [JR4]: add language about Executive Team & its structure?

Commented [JR5R4]: Upon further review, I didn't edit this section. The section seems to address lower-level staff and/or part-timers. Executive Team & ED's discretion is covered in other parts of the Bylaws and the JPA.

Budget or Joint Activities Budget, as applicable) and supervise Board Staff. At all times, Board Staff shall be employees of the Board and not employees of either County. The Board hereby further directs the Executive Director or his or her designee to oversee development of employee policies applicable to Board Staff.

(b) **Consultants.** The Board may retain such consultants as may be needed to render services to or perform functions of the Board, consistent with the annual Facility Budget or Joint Activities Budget, as applicable.

(c) **Reimbursement.** Staffing and other services provided by the Counties to the Board shall be reimbursed at rates negotiated during preparation of the annual Facility Budget or annual Joint Activities Budget, or as set forth in specific service agreements, as applicable.

**Section 7. Facility Management.**

(a) The ~~Deputy-Executive~~ Director or his or her designee will supervise Facility business operations. Such business functions include, but are not limited to: finance and accounting (including budgeting, contract management, payroll, inventory), information services, human resources (including recruiting, training, labor relations, and safety), Facility engineering (ongoing operation and design updates), permit compliance, and Facility business relations.

(b) [Reserved]

**Section 8. Joint Activities.** Under the supervision of the ~~Deputy-Executive~~ Director or his or her designee, County staff and ~~Project-employees~~ Board staff will carry out the Board's Joint Activities, in accordance with the County Board-approved Joint Activities Budget.

**ARTICLE IV**

**FACILITY OPERATIONS**

[Reserved]

**ARTICLE V**

**FISCAL YEAR, BUDGET AND AUDIT**

**Section 9. Fiscal Year.** The Fiscal Year of the Board shall be the calendar year.

**Section 10. Facility Budget.**

(a) **Enterprise Fund.** In the normal course of Facility operations, the Board will endeavor to operate the Facility Budget as an enterprise fund.

(b) **Annual Facility Budget.** The Facility & Finance Committee will prepare the

annual Facility Budget for Board approval each year on or prior to August 1. The annual Facility Budget does not require approval of the Counties, provided however, that the respective Counties must approve any County contributions to the annual Facility Budget other than the initial contributions set forth in the Joint Powers Agreement.

(c) **Operating Reserve Fund.**

(1) *Establishment of Operating Reserve Fund; Size and Scope.* The Board shall establish an operating reserve fund, initially equivalent to \$10,000,000.00.

(i) Beginning in 2020 the size of the operating reserve fund shall be reduced to \$5,000,000.00, with the released funds being used to provide a loan from the Counties to the R&E Board for R&E Center improvements.

(ii) Ramsey County’s initial obligation is equivalent to 73% of the total operating reserve fund amount (\$7,300,000.00) and Washington County’s obligation is equivalent to 27% of the total operating reserve fund amount (\$2,700,000.00).

(iii) During the period of 2025–2028 the aggregate obligation of the counties shall be reduced by at least \$1,000,000.00 per year, until the obligation is eliminated. The aforementioned aggregate obligation reduction shall be credited to each County pro rata pursuant to the percentages set forth in subpart (ii) above. The release of this obligation is directly related to the creation, growth and maintenance of the Enterprise Reserve Fund. The reduction of the Counties’ obligation related to the operating reserve fund may be accelerated at the sole discretion of the R&E Board, if Facility Budget surplus funds exceed \$1,500,000.00 in years 2020–2022, and \$1,000,000.00 thereafter, and the excess funds are placed into the Enterprise Reserve Fund and are not otherwise designated for another use by the R&E Board.

(iv) During the period 2025–2028 the R&E Board shall repay the \$4,100,000.00 operating reserve fund withdrawal made in 2016 as follows:

| Year | Payment from R&E to Counties to pay back \$4,100,000 withdrawal | Payment from R&E to Ramsey County to pay back the county’s share of the \$4,100,000 withdrawal | Payment from R&E to Washington County to pay back the county’s share of the \$4,100,000 withdrawal |
|------|---|--|--|
| 2025 | \$1,000,000   | \$730,000  | \$270,000  |
| 2026 | \$1,000,000   | \$730,000  | \$270,000  |
| 2027 | \$1,000,000   | \$730,000  | \$270,000  |
| 2028 | \$1,100,000   | \$803,000  | \$297,000  |

Commented [JR6]: verify written numbers to table(s)  
 Commented [JR7R6]: verified – consistent with loan documents (with repayment terms) executed by each county

(v) Pursuant to the Joint Powers Agreement, each County has agreed to commit or hold sufficient funds for its respective obligation for the operating reserve fund.

(2) *Transfer of Funds From Counties to Board.* If the Board in its sole discretion determines there would be a material adverse effect on the Facility, Facility financing, Facility employees, or Facility operations, it may request delivery from the Counties' operating reserve funds in an amount it determines to be reasonably necessary to avoid such material adverse effect. The amount requested shall be contributed by each County ~~in proportion to their respective obligations, 73% from Ramsey County and 27% from Washington County~~ consistent with the percentages established in Section VII.F.2 of the Fourth Amended and Restated Joint Powers Agreement.

Commented [JR8]: change to "consistent with the percentage split established in Section VII.F.2 of the Amended & Restated JPA dated xxxx"? (need to double-check JPA citation)

(d) **Facility Equipment Maintenance and Replacement Fund.** The Board shall establish a facility equipment maintenance and replacement fund, to be incorporated into the Facility Budget. The purpose of this fund is to assure sufficient resources for major maintenance projects, as well as major equipment replacement. The Facility Committee shall identify the size, scope, and schedule for establishing this fund.

(e) **Payment in Lieu of Taxes.** The Board shall make payments in lieu of taxes to local government entities with taxing jurisdiction (excluding the state of Minnesota and fiscal disparity) in amounts equal to the taxes that would be applicable to the Facility if it were classified as commercial/industrial property privately owned. The Washington County Department of Property Records and Taxpayer Services shall prepare and deliver to the Board a note which calculates the amount of tax due to the local government entities as if the Facility were classified as commercial/industrial property privately owned. The Board shall make payments in lieu of taxes to the Washington County Department of Property Records and Taxpayer Services, to be distributed to the taxing districts pursuant to Minn. Stat. § 276.111 and § 276.11. Payments will be made on or before May 15 and October 15 of each year.

Any special assessments will be paid by the Board as separately billed by the Washington County Department of Property Records and Taxpayer Services.

(f) **Enterprise Reserve Fund**

(1) *Establishment of Enterprise Reserve Fund; Size and Scope.* The Board shall establish an Enterprise Reserve Fund, initially equivalent to at least \$1,640,000.00 from surplus 2018 funds.

(2) The size of the Enterprise Reserve Fund will increase each year until it reaches at least 25% of the Facility Budget. Funds more than 25% of the Facility Budget may be used by the Board for projects it identifies.

(3) The Enterprise Reserve Fund shall be managed as follows:

(i) At the end of 2019, \$1,500,000.00 in year-end surplus funds will be deposited into the Enterprise Reserve Fund.



(ii) For the period of 2020 through 2023, R&E will deposit at least \$1,500,000.00 per year into the Enterprise Reserve Fund.

(iii) For the period of 2024 through 2030, at least \$1,000,000.00 per year shall be deposited.

(iv) In any year the increase in the Enterprise Reserve Fund may be accelerated at the sole discretion of the R&E Board, if Facility Budget surplus funds exceed \$1,000,000.00 and the excess funds are not otherwise designated for another use by the R&E Board.

**Section 11. Joint Activities Budget.** The Facility & Finance Committee will prepare a two year budget for Joint Activities Budget for the Board approval each year on or prior to August 1. The Board will submit the Joint Activities Budget for approval of the Counties (for the Counties respective contributions) on or prior to October 1 each year.

## ARTICLE VI

### RECORDS AND REPORTS

**Section 12. General Requirements.** The books and records of the Board shall be maintained in compliance with the Minnesota Data Practices Act.

**Section 13. Governance Documents.** The Board shall keep at its registered office or its principal executive office, or in an authorized repository, the following governance documents:

(a) The Joint Powers Agreement and all amendments thereto;

(b) The Bylaws and all amendments thereto;

(c) A list of the names and addresses of the Board's current Board members and officers; and

(d) A journal of the Board's meeting minutes and actions, in compliance with the Minnesota Data Practices Act and the Minnesota Open Meetings Law and as set forth in ARTICLE II Section 1 and Section 14.

**Section 14. Other Records.** The accounting books and records and minutes of proceedings of the board and any committee shall be kept at any place or places designated by the Board, or, in the absence of the designation, at the principal office of the Board. The minutes shall be kept in written or electronic form and the accounting books and records shall be kept either in written or electronic form or in any other form capable of being converted into written or electronic form within a reasonable time.

**Section 15. Inspection of Records.** Each Board member shall have the absolute right at any reasonable time to inspect all Board books, records, and documents of every kind.

**Section 16. Records Retention.** The Board shall establish and implement a records retention policy, consistent with the Requirements of the Minnesota Data Practices Act, Minn. Stat. §138.17, et seq., and other applicable laws. The Board may contract with either County for assistance with implementing records retention.

## ARTICLE VII

### **FINANCIAL CONTROLS**

**Section 17. Fiscal Policy and Procedures.** The Board shall follow the fiscal policies and procedures set forth in the Fiscal Agency Agreement with Ramsey County. The Board may establish additional fiscal or financial policies, procedures and controls as it deems necessary and as consistent with these Bylaws and any current Fiscal Agency Agreement.

**Section 18. Authorized Signatories/Execution of Documents.** The Chair and the Secretary are authorized to execute documents on behalf of the Board. The Board may authorize any other officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Board, and such authority may be general or confined to specific instances.

**Section 19. Expenditures.**

(a) **Facility Expenditures.** The Executive Director or his or her designee is authorized to enter into agreements and commit the Board to payment obligations in an emergency in order to maintain facility operations with limitations on authority to be outlined in the Board's fiscal policy.

(b) **Joint Activities Expenditures.** The Executive Director or his or her designee is authorized to enter into agreements or financial commitments consistent with the Board's joint activities budget in order to achieve the purposes of the Joint Powers Agreement, not to exceed \$50,000 dollars without specific Board authorization, subject to approval by County Attorneys and in accordance with Board's fiscal policies.

**Section 20. Debt.**

(a) **Supermajority Approval Required.** As provided in the Joint Powers Agreement, any issuance of debt by the Board must be approved by a two-thirds (2/3) majority of the full governing body of the Board.

(b) **Bonding.** [Reserved.]

**Section 21. Loans.** [Reserved.]

**Section 22. Checks, Drafts, Notes.** All checks, drafts, or other orders for the payment of

Amended and Restated Bylaws of the Ramsey/Washington Recycling and Energy Board  
Adopted ~~July 27, 2023~~, 20232024

money, notes or other evidences of indebtedness issued in the name of the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as shall from time to time be determined by resolution of the Board.

**Section 23. Insurance.** [Reserved.]

## ARTICLE VIII

### MISCELLANEOUS

**Section 24. Principal Place of Business.** The Board's principal place of business of the Board shall be located at 100 Red Rock Road, Newport, MN 55055.

**Section 25. Amendment.** These bylaws may be amended from time to time by resolution of the Board duly adopted upon a two-thirds (2/3) majority vote of the full Board; provided, however, that no such amendment shall be adopted unless at least thirty (30) days written notice thereof has previously been given to all members of the Board. Such notice shall identify the section or sections of the Bylaws proposed to be amended.

**Section 26. Governing Law; Priority of Documents.** These Bylaws are governed and construed in accordance with the laws of the State of Minnesota. In the event of conflicting provisions between the Joint Powers Agreement as may be amended from time to time, these Bylaws, other actions of the Board, the provisions shall govern in the following order: the Joint Powers Agreement, the Bylaws, and other actions of the Board.

**Section 27. Severability.** A determination that any provision of these Bylaws is for any reason inapplicable, invalid, illegal or otherwise ineffective shall not affect or invalidate any other provision of these Bylaws.

Amended and Restated Bylaws of the Ramsey/Washington Recycling and Energy Board  
Adopted ~~July 27, xxx, 2023~~2024

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Adopted October 22, 2015, Resolution R&EB-2015-1.  
Amended January 28, 2016, Resolution R&EB-2016-01.  
Amended January 24, 2019, Resolution R&EB-2019-05.  
Amended January 23, 2020, Resolution R&EB-2020-01.  
Amended September 22, 2022, Resolution R&EB-2022-14.  
Amended July 27, 2023, Resolution R&EB-2023-10.  
Amended xxx, 2024, Resolution R&EB-2024-xx.

# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-452

**Meeting Date:** 11/5/2024

**Sponsor:** Community Corrections

### Title

Single Source Agreement with Youthprise for Youth Services

### Recommendation

1. Approve the Single Source agreement with Youthprise, 3001 Broadway Street NE, Suite 330, Minneapolis, MN 55413, to administer funds for youth services that reduce out-of-home placements and promote racial equity for Ramsey County youth and families, for the period of December 5, 2024, through December 4, 2026 in a not-to-exceed amount of \$875,000 for the term of the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.

### Background and Rationale

Ramsey County Community Corrections' (Community Corrections) Juvenile Services continues to collaborate with community organizations to develop culturally specific and/or culturally responsive services for justice-involved youth and their families, to build strong partnerships and innovative strategies to promote positive youth development and engage families as partners to reduce juvenile crime and prevent the (dis)placement of youth to juvenile facilities.

Community Corrections is committed to identifying service needs and selecting service providers through a transparent and community-engaged processes. As this work grows, there is a need for an agency capable of and committed to managing and monitoring grant funding for programs specifically aimed at reducing racial disparities affecting youth.

Community Corrections has partnered with Youthprise, leveraging their capacity to engage with the community and manage funding used to support youth and families in the juvenile justice system. Youthprise brings expertise in amplifying youth and family voices, securing additional funding, and overseeing grant management. They will continue collaborating with community providers to develop essential services, with a focus on supporting agencies that face barriers in working with government entities. Under the current agreement, Youthprise has delivered youth services to Community Corrections through 30,000 Feet, World Youth Connect, Rebound, and others. Youthprise, in collaboration with Community Corrections, has identified six additional partners to provide programming.

Designated as a single-source provider per Ramsey County's policy, Youthprise will administer funds provided by the County and the Contractor under the direction of a Community Corrections representative. Youthprise will conduct community- and youth-engaged competitive grant processes to distribute these funds to other organizations ("Grants"), award funds, create contracts, monitor contracted services and maintain monthly financial reports.

### County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

### Racial Equity Impact

Community Corrections' partnership with Youthprise is built on Youthprise's mission to reduce disparities with and for Minnesota youth. Community Corrections will continue to focus on efforts to prevent the disproportionate confinement of youth of color involved in the justice system and to develop family support systems that engage families as partners. This approach acknowledges the barriers posed by institutional and structural racism, aiming to create plans and supports that keep youth in the community through principles of racial equity, positive juvenile justice, and Juvenile Detention Alternatives Initiative (JDAI). Services will include family conferencing, restorative circles, and family mentoring and support.

**Community Participation Level and Impact**

There is no community engagement associated with this request for board action.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The current agreement with Youthprise began at the end of 2019, but due to the impacts of the COVID-19 pandemic on the availability of community-based programming, no financial contributions were made until 2021.

Under the current agreement, any unspent funds must be returned to the county by the termination date of December 4, 2024. However, to ensure continuity of services, Community Corrections is entering this new agreement to allow the remaining funds to be utilized. Under the current agreement Community Corrections has contributed a total of \$1.6 million, disbursed in \$400,000 increments in July and December 2021, December 2023 and August 2024. As of October 1, 2024, there was \$849,000 in unspent funds. \$175,000 from the 2024/2025 Community Corrections budget will be available if needed under this new agreement.

**Last Previous Action**

On December 3, 2019, the Ramsey County Board of Commissioners approves the Sole Source agreement with Youthprise to administer funds for youth services for the period of December 5, 2019 through December 4, 2024 in a not-to-exceed amount of \$ 2,000,000 for the term of the contract (Resolution B2019-286).

**Attachments**

1. Single Source Request Form
2. Professional Services Agreement

## Single Source Request Form

### Requestor Information:

|                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <b>Requestor</b><br>Murad, Victoria | <b>Department</b><br>CommCorr/Admin | <b>Director</b><br>Finstad, Michelle G |
|-------------------------------------|-------------------------------------|--|

### Funding Information:

**Type of Purchase (selected):**  
Expenditure Grant

**Funding Source (check all that apply):**

|  |  |  |  |
|--|--|--|--|
| <b>Levy</b><br><input checked="" type="checkbox"/> | <b>Federal Funding</b><br><input type="checkbox"/> | <b>State Funds</b><br><input type="checkbox"/> | <b>Other Grant Funds</b><br><input type="checkbox"/> |
|--|--|--|--|

### For SEML and Construction Purchases:

|                            |                        |                     |
|----------------------------|------------------------|---------------------|
| <b>Delivery/Start Date</b> | <b>Completion Date</b> | <b>Quoted Price</b> |
|----------------------------|------------------------|---------------------|

**Description of service(s) required (For SEML and Construction Purchases):**  
N/A

### For Professional Services or Expenditure Grants:

|                                 |                                       |
|---------------------------------|---------------------------------------|
| <b>Contract Term</b><br>2 years | <b>Contract Value</b><br>\$766,000.00 |
|---------------------------------|---------------------------------------|

**Description of service(s) required (For Professional Services or Expenditure Grants):**

A new two-year contract from December 5, 2024 to December 4, 2026 to continue and expand ongoing community programs of youth empowerment in partnership with Youthprise, a non-profit philanthropic intermediary. The current Youthprise contract expires on December 4, 2024. Youthprise is designed to invest in Youth leadership, empowerment and training as well as contributing and disseminating grants to community organizations. This emphasis on Youth is an important and unique aspect and contributes to the effectiveness of Youthprise's approach and methodology. With those goals in mind, Ramsey County is working with Youthprise on a 2024 Request for Proposals (RFP). Overview: Ramsey County, through Youthprise, is seeking proposals from community partners to provide community-based programming for youth as part of a continuum of existing services that focus on strategies to keep youth safely in the community. The purpose of this RFP is to increase the current capacity of programs that provide community-based programming for youth up to age 24 who are under probation supervision in Ramsey County. These services are targeted to medium and high-risk youth and include 1) Mentoring/Individualized Services, 2) Culturally Specific services, 3) Family Mentoring services, 4) System Navigators, and 5) Family Support Group. Community partners may submit a proposal for one or any combination of services sought. In summary, the County encourages community agencies to work collaboratively in response to the 2024 Youthprise RFP Solicitation and envisions Youthprise continuing the effectiveness of its existing programs into 2025 and 2026, while also creating new & innovative partnerships in 2024 and beyond, to enhance current programs to benefit youth, their community and public safety.

### Proposed Contractor:

|                        |                           |                         |
|------------------------|---------------------------|-------------------------|
| <b>Contractor Name</b> | <b>Contractor Address</b> | <b>Contractor Phone</b> |
|------------------------|---------------------------|-------------------------|

## Single Source Request Form

Maurice Nins, Senior  
Grants and Compliance  
Officer

3001 Broadway St. NE Suite #330 Minneapolis, MN  
55413

612-564-4858

**Contractor Email**  
maurice@youthprise.org

**Contractor Web Address**  
<https://youthprise.org/>

**Contact Name**  
Maurice Nins



## Single Source Request Form

### Single Source Justification Category:

- External funding source pre-selected a service-partner (e.g., legislative mandate)
- Grant-funded project required identification of contracted partners as a prerequisite for applying and/or receiving funds
- Competitive solicitation for the specific purchase resulted in no contracts or not enough contracts with qualified contractors
- Maintenance of proprietary systems or equipment or situations where utilizing a different contractor or product will violate a legal requirement or protection (e.g., warranty)
- Software license renewals, additions or upgrades available from only one source
- Brand compatibility available from only one source
- New contract needed with existing contractor to continue work on a specific, time-sensitive project when replacing the contractor would cause significant and/or costly disruption.
- Provider of a culturally-specific/responsive service for which a solicitation is unlikely to result in responses
- The product or service is available from only one source
- All other situations when reasonable alternatives do not exist.

### This single source purchase is justifiable because:

In addition to receiving funding and an administrative fee for the County's financial contribution (7% up to a maximum of 10%), Youthprise also contributes additional funds for these County programs. This practice will continue with the new proposed contract and is part of Youthprise's demonstrated commitment to deliver effective programming for our clients. Per its current contract (CORJUVDIV2019-4), on page 3: "2.1.6 In Year 1-5 the County will contribute up to \$400,000 per year total. In Year 1 the Contractor will contribute \$0, Year 2 and 3 \$150,000 per year total, and in Year 4 and 5 \$75,000 that may increase to \$150,000 depending on the Contractor's final budget." The current Youthprise contract (CORJUVDIV2019-4) and its programs have broken down significant barriers for organizations that provide community-based services, facilitating greater efficiency and delivery of services to youth and their families and the 2024 RFP will continue to do this. If the County had to choose a new vendor for the administration of these programs it would cause a serious disruption, both programmatically and financially. In summary, the County's ongoing partnership with Youthprise is the best method to continue to deliver effective services for clients. The County's consistent partnership with Youthprise supports the delivery of innovative youth and family-focused, culturally sensitive strategies that are targeted to medium and high-risk youth. These programs have demonstrated that they effectively address key success indicators for youth development and public safety such as education, after school time and positive family support. In addition, we have not been able to find any comparable organization that does what Youthprise as a philanthropic intermediary with its unique emphasis on Youth Leadership. Replacing Youthprise with another vendor would cause a significant and costly disruption, both in terms of successful and cost-efficient programming in assisting and aiding communities through beneficial actions. Therefore, we are requesting this new Youthprise contract be a Single Source contract.

### Contractor Search Information and Results:

- No search was conducted or necessary. Explain below:

## Single Source Request Form

### A search was conducted consisting of (check all that apply):

- Cooperative Purchasing Ventures
- State of Minnesota Cooperative Contracts
- Ramsey County Cooperative Contracts
- CERT Database
- Other databases (e.g., MNUCP, T/ED/VO)
- Market research
- Other contractors contacted
- Public notice given (e.g., recent solicitation)
- Other

### If Other is checked, please specify:

Google & Minnesota Council of Non-Profits website

### Result(s) of search:

No alternatives were deemed acceptable

### Explanation:

We were not been able to find any philanthropic intermediaries or a comparable organization that does what Youthprise does with its unique emphasis on Youth Leadership and philanthropic intermediary.

### Describe the search that was conducted, if any, and the results of the search:

We conducted searches via Google, Duck Duck Go on Microsoft Edge & the Minnesota Council of Non-Profits website. and none of the entities we found either had the same emphasis on youth leadership and engagement that had as their mission to effectively serve communities and justice-involved youth and their families. Rather, there were foundations or organizations that advised donors and foundation on how to choose grant recipients.

### Price (check applicable boxes and provide description below.)

- Independent estimate
- Comparison to public sector contract pricing
- Comparison to previous comparable pricing
- Discount off published price
- Market Survey
- Other

### If Other is checked, please specify:

### Describe methodology and results:

1. Youthprise RFP 2024 - <https://youthprise.org/ramsey-county-youth-justice-transformation-grant/> 2. Youthprise current contract ( CORJUVDIV2019-4) (attached) 3. Youthprise financial reports – February, March & April 2024 (attached) 4. Youthprise has identified six core capacities that it brings to pathways systems via

## **Single Source Request Form**

its programming and methodology; specifically with its partnership with the County, that have been effective in achieving successful program delivery to help our clients accomplish their goals and also benefit the community. These six core capacities are: 1. Cross-sector partnerships 2. Community credibility 3. Cross-sector data 4. Program support 5. Policy and funding 6. Equity strategies

## Single Source Request Form

### Department Approval

I certify:

- I have reviewed the information and materials relevant to this purchase of products and/or services and am requesting approval of an exception to the competitive process for the reasons describe.
- The price to be paid to the proposed single source contractor is fair and reasonable.
- To the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate, and no other material fact consideration offered or given has influenced this recommendation for a single source purchase.
- This request for an exception to the competitive solicitation process is not the result of inadequate advance planning or for purposes of securing the services of a preferred contractor.

Approved

Declined

**Comments:**

**Director Name**

Finstad, Michelle G

**Date**

2024-05-28

### Purchasing and Contracting Team

Approved

Declined

**Comments:**

**Purchasing & Contracting Team**

Steven.Kensinger@co.ramsey.mn.us

**Date**

2024-06-10

### Ramsey County Attorney's Office

Approved

Declined

**Comments:**

I am approving this but have a few follow-up questions. 1. Is this only for 2 years and then the county will either solicit for a new administrator, or, will take this work in-house? 2. Please update the single source request to be for a professional services contract. Since YouthPrise is administering funds, drafting solicitation, overseeing conflict of interest issues and drafting/negotiating grants, there are our contractor, not grantee. 3. I do not believe the correct box was chosen above, I believe this should indicate that the contractor is the only

## Single Source Request Form

available option, not that this is needed for the continuation of specific, time sensitive of services. I read the narrative justification as launching a new process/solicitation.

**RCAO Assistant Attorney**

stacey.dandrea@co.ramsey.mn.us

**Date**

2024-06-12

### Job Queue

**Job Queue**

Completed

**Record ID**

105



## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Corrections, 121 Seventh Place East, Suite 1220 Metro Square Building Saint Paul, MN 551 ("County") and Youthprise, 3001 Broadway Street Ne, Suite 330 Minneapolis, MN 55413, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from December 05, 2024 through December 04, 2026 and may not be renewed.

### 2. Scope of Service

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

#### 2.1.

2.1.1 Seek and build the capacity of community based organizations and others to provide services that meet the needs of youth and justice involved families.

2.1.2 Administer funds contributed by the County and the Contractor, including deferred funds from the Contractor, under this Agreement ("Funds") for services provided by community partners that focus on strategies to keep youth safely in the community and to increase the capacity of programs that provide community-based programming for youth, up to age 24, who are under probation supervision. Funds will be used to provide grants, through a competitive grant process, to community providers working with Community Corrections juvenile clients. Funds will be managed in the following manner:

- a. Ensure representatives of both parties shall participate in creating and executing the guidelines, development, oversight, and selection criteria for competitive solicitation processes.
- b. Oversee solicitations, funding, and monitoring of services to support youth and families impacted by the juvenile justice system. Direction for services funded, funding amounts, and the target population to be determined by the County
- c. Conduct community and youth-engaged competitive grant processes for the disbursement of Funds through grants to other organizations ("Grants"), award funds, create contracts, and monitor contract services provided.
- d. Oversee the disbursement of Funds through Grants that must fit the following criteria:
  - Provide services and conduct programming within the boundaries of Ramsey County.
  - Select community organizations to provide services targeted to medium and high-risk youth and include Mentoring/Individualized Services, Culturally Specific services, Family Mentoring services, System Navigators, and Family Support Groups.
  - Focus on augmenting services and responding to the diverse cultural needs of Ramsey County youth, with a focus on community partners with lived experiences, strong community connections, and diverse language skills.

- Community Partners must focus on the safety and well-being of youth by demonstrating values that recognize that youth should be treated in a way that fosters their sense of self-worth, creates a sense of hope, and recognizes their potential for contributing to their communities. Programs should recognize that youth need special safeguards and care because they are still developing physically and mentally. The fundamental goal of all programming is to assist youth in assuming a constructive role in their community.
  - Have as the overall goal to implement proven intervention programs in partnership with the courts and the community, to assist youth in successfully completing probation, and to increase community safety.
- e. Contractor will submit monthly finance reports.
- f. Ensure that a grant selection committee consisting of the Contractor staff, community members, County staff, and youth is created to review, score, and award the grants, including:
- Contractor staff will recruit community members to participate in the grant selection committee, including community members who have been directly affected by the juvenile justice system.
  - The Contractor shall make available to each unpaid grant reviewer a \$25 per hour stipend for a maximum of \$350, for a total of up to fourteen (14) hours to review and evaluate all of the grant applications and will be paid from the County's share of the Funds.
  - The grant selection committee's decisions shall be decided by a majority of the votes of the committee members; however, the County retains the right of the final grant award decision.
- g. Execute all grant agreements, pledges, and other commitments using the Funds.
- h. Be responsible for program monitoring and ensuring Grants fidelity to the service(s) goals. Contractor will meet with business area each month.

2.1.3 The Contractor, in partnership with Community Corrections, will endeavor to make sure that Funds supplement and do not supplant other county, state, philanthropic or community resources. Service provided to youth and families will be funded from other sources first and this funding shall not replace other funding sources, including third party payers.

2.1.4 Maintain books and records for all funds covered under this Agreement.

These records shall, at minimum, include the following:

- a. Payment records

For each payment to be made:

- o The date the invoice was received
- o The date the services were provided
- o The name of the provider requesting payment
- o The amount of payment to be made
- o The date payment was made after approval
- o The date and reason for stop payment request

Running balances for the funds which include:

- o The cumulative amount of payments authorized
- o The cumulative amount of payments issued
- o Available funds that are not encumbered or otherwise allocated for payments made but not cashed

2.1.5 Upon the natural expiration of this Agreement or termination of this Agreement in accordance with Sections 7.17 and 7.18 below, Contractor shall transfer any remaining Funds contributed by the County back to the County within 90 days of the termination or expiration date. Upon any notice of termination of this Agreement, Contractor shall immediately cease to grant, earmark, commit or encumber any Funds

2.1.6. The Contractor shall ensure it has a background studies policy in place and shall perform background studies on all staff, volunteers, and sub-contractors who may interact with clients or perform community engagement with Ramsey County residents. 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.

**2.2.**

During the term of the contract, the County reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

**2.3.**

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.

**2.4.**

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 follows: December 5, 2024 - December 4, 2026.

**4. Cost**

**4.1.**

The County shall pay the Contractor a not to exceed amount of \$ 875,000.00 over the life of the contract according to the agreed to rates.

**4.2.**

The County shall pay the Contractor the following unit rates:

In Year 1, the Contractor will contribute all of the deferred monies originally received from Ramsey County that are remaining in the YOUTHPRISE CORJUVDIV2019-4 contract, along with any remaining funds that Youthprise contributed to that contract, which expires on December 4, 2024. All of these deferred monies will transfer into the new contract and will be used for new and ongoing services.

In Year 1, 15% of the County’s contribution will be retained by the Contractor as an administrative fee during this year. All funds, minus the administrative fee, will be granted out in accordance with this agreement.



In Year 2, the County may contribute a to-be-determined amount not to exceed \$175,000 in its sole discretion. If County opts to contribute additional money, County will request an invoice from Contractor.

In Year 2, 15% of the County's contribution will be retained by the Contractor as an administrative fee during that year. All funds, minus the administrative fee, will be granted out in accordance with this agreement.

## **5. County Roles and Responsibilities**

The County shall

- 5.1 Advise Contractor in writing of the name, email and phone number of the County personnel authorized to receive, review, and approve Contractor's monthly progress reports submitted with Contractor's monthly invoices, and also County personnel who should receive monthly finance reports.
- 5.2 Make recommendations for entities that may qualify for grant funding and participate in Request for Proposal (RFP) selection committees to share expert level program knowledge.
- 5.3 Have a joint responsibility with the Contractor for monitoring grantees of the Funds for fidelity to service goals.
- 5.4 Conduct quarterly site visits of grantees as needed.
- 5.5 Maintain separate accounting records for each Fund payment authorized to be paid by Contractor that, at a minimum, includes the name and mailing address of the payee and the amount of the payment and the program name / specialty area of the payee.
- 5.6 Review on a quarterly basis the monthly financial reports submitted by Contractor and reconcile with the records maintained by the County.
- 5.7 County and Contractor shall work together to resolve any discrepancies and take necessary corrective action.
- 5.8. Review monthly progress and monthly financial reports and quarterly reports submitted by Contractor at the end of the Agreement period or at termination of the Agreement and reconcile with the records maintained by the County.

## **6. Contracting for Equity**

### **6.1. Commitment to Advancing Racial Equity**

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

**6.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)**

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

*"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:*

*(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;*

*(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;*

*(3) that a violation of this section is a misdemeanor; and*

*(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."*

**6.3. Equal Employment Opportunity and Civil Rights**

**6.3.1.**

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

**6.3.2.**

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

**6.3.3.**

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

**6.3.3.1.**

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

**6.3.3.2.**

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

**6.3.3.3.**

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

**6.4. Diverse Workforce Inclusion Resources**

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

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect 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 Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through [askworkforcesolutions@ramseycounty.us](mailto:askworkforcesolutions@ramseycounty.us) or by calling 651-266-9890.

**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 for Year 2 if requested by the 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.

## **7.5. Compliance With Legal Requirements**

### **7.5.1.**

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

### **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 Maurice Nins, Jr. 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**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

**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 \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,000,000 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.

**7.9.4. Workers' Compensation**

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

**7.9.5.**

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.

**7.9.6.**

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.

**7.9.7.**

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 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, professional 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 and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

**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.

**7.10. 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:**

Valeria deRusha, Assistant Division Director 121 Seventh Place East, Suite 1220 Metro Square Building Saint Paul, MN 55101



**Contractor:**

Maurice Nins, Jr. Senior Grants & Compliance Officer 3001 Broadway St. NE Suite #330  
Minneapolis, MN 55413

**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 enjoinderment 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. 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.

**7.23. 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.

**7.24. 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.

# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-479

**Meeting Date:** 11/5/2024

**Sponsor:** Community Corrections

### Title

Appointments to the Corrections Advisory Board

### Recommendation

Appoint the following individuals to the Ramsey County Community Corrections Advisory Board for a two-year term beginning January 1, 2025 and ending December 31, 2026:

- Shannon Kalmbach
- Darnesha Whitfield

### Background and Rationale

As provided in Minnesota Statutes Chapter 401.08, the Ramsey County Community Corrections Advisory Board (CAB) actively participates in the formulation of the comprehensive plan for the development, implementation and operation of the correctional program and services described in Section 401.01 and makes a formal recommendation to the department at least annually concerning the comprehensive plan and its implementation during the ensuing year.

The CAB consists of at least nine members who, as required by state statute, are representative of law enforcement, prosecution, judiciary, education, corrections, different ethnicities, the social services and the general public.

There are five vacancies on CAB. Recruitment through the county's open appointment process resulted in the Board of Commissioners receiving three applications on October 1, 2024. Interviews were held on Thursday, October 10, 2024, with three commissioners and one Community Corrections staff members participating. One applicant did not participate in interviews. The interview panel recommended both applicants who participated in interviews to be appointed to the CAB.

### County Goals (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

The membership makeup of CAB is largely racially and ethnically diverse. The CAB continues to work on issues of equity as it relates to impact and outcomes in the community and helps advance the county's vision, mission and goals.

### Community Participation Level and Impact

Participation by and input from community members appointed to advisory groups helps to shape and improve programs and services for the community, share information and increase the level of understanding through discussion, dialogue and engagement.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

Corrections Advisory Board members have an opportunity to receive a \$25 gift card for each meeting attended and meals are provided at in-person meetings.

**Last Previous Action**

On October 25, 2022, the Ramsey County Board appointed Christopher Nguyen, Maurice V. Nins Jr., Neal Thao, Stevenson Morgan and Xavier Martine to the Ramsey County Community Corrections Advisory Board for a term beginning January 1, 2023 and ending on December 31, 2025 (Resolution B2022-244).

**Attachments**

1. Corrections Advisory Board Membership Roster

# Corrections Advisory Board

## Board Roster

□ **Xavier Martine**

**3rd Term** Jan 01, 2023 - Dec 31, 2025

**Appointing Resolution** B2022-244

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□ **Christopher Nguyen**

**2nd Term** Jan 01, 2023 - Dec 31, 2025

**Appointing Resolution** B2022-244

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□ **Maurice V Nins Jr.**

**1st Term** Jan 01, 2023 - Dec 31, 2025

**Appointing Resolution** B2022-244

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□ **Neal Thao**

**7th Term** Jan 01, 2023 - Dec 31, 2025

**Appointing Resolution** B2022-244

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□ **Vacancy**

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□ **Vacancy**

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□ **Vacancy**

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□ **Vacancy**

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□ **Vacancy**

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**Item Number:** 2024-500

**Meeting Date:** 11/5/2024

**Sponsor:** Board of Commissioners

### Title

Appointment to the Ramsey-Washington Metro Watershed District

### Recommendation

Appointment Gabrielle Grogan to the Ramsey-Washington Metro Watershed District Board of Managers for a term beginning February 24, 2025 and ending on February 23, 2028.

### Background and Rationale

The Ramsey-Washington Metro Watershed District (RWMWD) is responsible for preserving and improving water resources and related ecosystems in eastern Ramsey County and western Washington County. The watershed district is managed by a board of managers, which consists of four Ramsey County-appointed managers and one Washington County-appointed manager. The district cities include North Saint Paul, Maplewood, Little Canada, Vadnais Heights, White Bear Lake, Gem Lake, parts of Roseville, Saint Paul, and Shoreview. RWMWD managers must be residents of the watershed district and serve a three-year term. RWMWD managers must be appointed to fairly represent the various hydraulic areas within the watershed district by residence of the manager appointed.

There is currently one vacancy on the RWMWD Board of Managers due to term expirations. Recruitment through the county's open appointment resulted in one application. On October 1, 2024, the application was forwarded to the commissioners and an interview was held between October 10, 2024 and October 17, 2024 for final recommendations.

### County Goals (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

In addition to the usual recruitment for advisory board and committee vacancies through GovDelivery, recruitment also occurred through word of mouth by committee members, and staff. This extended process is a step towards better outreach to recruit from a wider range of racially diverse and underrepresented community members. Furthermore, the application for these vacancies were updated to focus more on the lived experiences, knowledge, and skills a resident may bring along with an optional section to insert demographic information to ensure we are reaching new and diverse candidates.

### Community Participation Level and Impact

Participation and input from community members help to improve programs and services for the community. There are also opportunities to share information and increase the level of understanding of programs and services through discussions and community engagement.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

As a separate local jurisdiction, the Ramsey-Washington Metro Watershed District policy provides for a per

diem of \$50 to appointed managers.

**Last Previous Action**

On February 20, 2024, the Ramsey County Board appointed Val Eisele to the Ramsey-Washington Metro Watershed District Board of Managers for a term beginning February 24, 2024 and ending on February 23, 2027 (Resolution B2024-031).

**Attachments**

1. Ramsey-Washington Metro Watershed District Roster



# Ramsey-Washington Metro Watershed District

## Board Roster

□ **Matt Kramer**

**1st Term** Apr 05, 2022 - Feb 23, 2025

**Appointing Resolution** B2022-094

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□ **Mark & C Gernes**

**1st Term** Feb 24, 2023 - Feb 23, 2026

**Appointing Resolution** B2023-009

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□ **Benjamin M Karp**

**1st Term** Feb 24, 2023 - Feb 23, 2026

**Appointing Resolution** B2023-009

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□ **Val Eisele**

**2nd Term** Feb 24, 2024 - Feb 23, 2027

**Appointing Resolution** B2024-031

**Item Number:** 2024-478

**Meeting Date:** 11/5/2024

**Sponsor:** Finance

### Title

Appointments to the Capital Improvement Program Advisory Committee

### Recommendation

Appoint the following candidates to the Capital Improvement Program Advisory Committee for teams that begin November 5, 2024, and end August 30, 2026:

- Kris Lansing
- Rob Talbot

### Background and Rationale

The Capital Improvement Program Advisory Committee (CIPAC) is comprised of 14 Ramsey County appointed members who advise the Ramsey County Board in setting priorities on proposed capital expenditures within Ramsey County. Involvement on CIPAC provides an opportunity for Ramsey County residents to participate in the planning process for Ramsey County's Capital Improvement Program.

There are currently two vacancies on CIPAC. Recruitment throughout the county's open appointment process resulted in two applications. On October 1, 2024, the applications were forwarded to the Ramsey County Board of Commissioners for review. Additionally, the commissioners held interviews with each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant beyond just the review of the online applications. Between October 10<sup>th</sup> and 17<sup>th</sup>, three commissioners interviewed the applicants for final recommendation.

### County Goals (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

In addition to the usual recruitment for advisory committee vacancies through GovDelivery and word of mouth by advisory committee members, staff and the Ramsey County Board, the vacancies and application was promoted through an email listserv reaching numerous diverse organizations and networks. This extended promotion process is a step towards better outreach to more racially diverse and underrepresented voices that are often missed. Furthermore, the application for these vacancies were updated to focus more on the lived experiences, knowledge, and skills a resident may bring along with an optional section to insert demographics to ensure we are reaching new and diverse candidates.

### Community Participation Level and Impact

Participation by and input from community members appointed to advisory groups helps to shape and improve programs and services for the community, share information and increase the level of understanding through discussion, dialogue and engagement.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

In 2022, Ramsey County began offering compensation for residents serving on formal advisory boards and committees. Members of CIPAC have an opportunity to opt-in for a monthly \$25 gift card attendance compensation. Advisory board and committee compensation comes from Ramsey County's Community Engagement Fund.

**Last Previous Action**

On August 27, 2024, the Ramsey County Board appointed Richard Straumann, Clarence Patterson, Mazel Mccoy-anderson and Nicholas Le Mieux to the Capital Improvement Program Advisory Committee for terms that end August 30, 2026 (Resolution B2024-167).

**Attachments**

1. Capital Improvement Program Advisory Committee Roster

Ramsey County  
**Capital Improvement Program Advisory Committee  
(CIPAC)**

**Board Roster**

**Lawrence Sagstetter**

**8th Term** Sep 05, 2023 - Aug 30, 2025

**Gary Bank**

**5th Term** Sep 05, 2023 - Aug 30, 2025

**Appointing Resolution** B2023-140

**Michael Austin**

**1st Term** Sep 05, 2023 - Aug 30, 2025

**Appointing Resolution** B2023-140

**Jerrin Job Sibychan**

**1st Term** Sep 05, 2023 - Aug 30, 2025

**Appointing Resolution** B2023-140

**Olletha Muhammad**

**1st Term** Sep 05, 2023 - Aug 30, 2025

**Appointing Resolution** B2023-140

**Muhammad Rasheed**

**1st Term** Sep 05, 2023 - Aug 30, 2025

**Appointing Resolution** B2023-140

**Patrick Ohalloran**

**1st Term** May 07, 2024 - Aug 30, 2026

**Appointing Resolution** B2024-072

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□ **Melissa Favila**  
**1st Term** May 07, 2024 - Aug 30, 2026  
**Appointing Resolution** B2024-072

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□ **Niko E Le Mieux**  
**2nd Term** Aug 27, 2024 - Aug 30, 2026  
**Position** Chair  
**Appointing Resolution** B2022-242

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□ **Mazel Y Mccoy-anderson**  
**2nd Term** Aug 27, 2024 - Aug 30, 2026  
**Appointing Resolution** B2024-167

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□ **Clarence Patterson**  
**1st Term** Aug 27, 2024 - Aug 30, 2026  
**Appointing Resolution** B2024-167

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□ **Richard Straumann**  
**1st Term** Aug 27, 2024 - Aug 30, 2026  
**Appointing Resolution** B2024-167

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□ **Vacancy**

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□ **Vacancy**

**Item Number:** 2024-474

**Meeting Date:** 11/5/2024

**Sponsor:** Workforce Solutions

### Title

Appointments to the Workforce Innovation Board of Ramsey County

### Recommendation

1. Appoint Ismail Ali (Business) to serve on the Workforce Innovation Board of Ramsey County for a term beginning November 5, 2024 and ending on July 31, 2025.
2. Appoint the following individuals to serve on the Workforce Innovation Board of Ramsey County for a term beginning November 5, 2024 and ending on July 31, 2026.
  - Ethel Garcia (Business)
  - Fidelity Goodlaxson (Community-Based Organization)

### Background and Rationale

Local workforce development boards are required entities under the Workforce Innovation and Opportunity Act to provide oversight for the public workforce system. The Workforce Innovation Board (WIB) serves as the local workforce development board for Ramsey County. The 33 WIB members represent business, community-based organizations (CBO), one-stop center partners, organized labor, economic development, education and elected officials. Eighteen of the members are appointed by the Ramsey County Board of Commissioners and 15 are appointed by the Mayor of Saint Paul for two-year terms.

Currently, there are two Business and one CBO openings on the WIB. Three applications have been received to fill these seats: Ismail Ali of the Minnesota Technology Association to serve the remainder of the term of a Business seat beginning November 5, 2024, and ending July 31, 2025; Ethel Garcia of Innovize to serve the remainder of the term of a Business seat beginning November 5, 2024, and ending July 31, 2026; and Fidelity Goodlaxson of Community Action Partnership of Ramsey and Washington Counties to serve the remainder of the term of the CBO seat beginning November 5, 2024, and ending July 31, 2026.

At its September 25, 2024 meeting, the WIB's Executive Committee voted to recommend approval of these appointments. On October 10, 2024, the applications and recommendations were forwarded to the Ramsey County Board of Commissioners for review.

### County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

### Racial Equity Impact

The WIB is committed to advancing racial equity; a commitment that starts from within by intentionality recruiting a diverse board reflective of the racial and ethnic makeup of the community. The WIB Executive Committee routinely assesses vacancies and analyzes a dashboard that tracks members' race/ethnicity and other demographics to identify gaps and inform the WIB's recruitment strategies. Currently, 60% of WIB members identify as White, 34% as African American, 3% as Native American and 3% as Latinx.

Although there has been improvement, the WIB acknowledges the need for further diversity among its

members. Several strategies have been implemented to advance this priority. The WIB created a Membership Committee to focus on strategic recruitment and outreach efforts. Connections have been made with several local ethnic chambers to cultivate relationships and increase awareness of the WIB’s work. The WIB Partnership and Outreach Committee developed a culturally inclusive partnership matrix which is being used to broaden the WIB’s identity and reach when promoting membership opportunities.

**Community Participation Level and Impact**

The WIB harnesses the knowledge and expertise of its members, representing a wide variety of roles within the community, to collectively develop strategic solutions that address employer and job seeker needs. Broadening the pool of prospective members by leveraging community relationships is a key component of the WIB’s recruitment strategy. Membership opportunities are promoted online through the WIB, county and city of Saint Paul websites and by WIB members through their networks. Although its membership criteria is legislatively mandated, the WIB seeks to bring additional community engagement to its work through participation on its committees and workgroups. The WIB Executive Committee reviews membership applications and makes recommendations to the county board. The WIB Chair appoints committee members.

The WIB is responsible for setting strategic direction and providing oversight for the public workforce system in Ramsey County. As a policy-making board, the WIB helps shape priorities for programs and services that support both job seekers and employers in our community. The WIB Policy and Oversight Committee advocates for legislation and policies that benefit our community and addresses local business and workforce needs. Additionally, the WIB engages with Ramsey County’s Economic Competitiveness & Inclusion Vision Plan as the Workforce Development Working Group with the goal of ensuring an aligned workforce system that meets local industry needs. The WIB’s strategic priorities and Ramsey County’s goals of well-being, prosperity, opportunity and accountability are aligned. For more information on the WIB, please visit

[ramseycounty.us/wib](https://www.ramseycounty.us/wib)

<https://www.ramseycounty.us/your-government/leadership/advisory-boards-committees/workforce-innovation-board-ramsey-county/>

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

Representatives on the WIB do not receive county compensation. They contribute their time and expertise to the county to provide guidance and oversight to county workforce policies and programs. Members may request reimbursement for mileage and parking expenses.

**Last Previous Action**

On July 23, 2024, the Ramsey County Board of Commissioner approved the appointments of Jennifer Germain, Tami Cybulski, John Perlich and Elisa Rasmussen for a term beginning on August 1, 2024 and ending on July 31, 2026 (Resolution B2024-137).

**Attachments**

1. County Appointment Checklist
2. WIB Membership Roster

## Checklist For County WIB Appointments

|                                 |  |
|---------------------------------|--|
| <b>Applicant:</b>               | Ismail Ali   |
| <b>Category:</b>                | Business   |
| <b>Employer:</b>                | Minnesota Technology Association                               |
| <b>Title:</b>                   | Director of Talent Initiatives                                 |
| <b>Lives in RC?</b>             | Yes  |
| <b>Works in RC?</b>             | Yes  |
| <b>Provides Services in RC?</b> | Yes  |
|                                 |  |
| <b>Applicant:</b>               | Ethel Garcia   |
| <b>Category:</b>                | Business   |
| <b>Employer:</b>                | Innovize   |
| <b>Title:</b>                   | Director of Human Resources                                    |
| <b>Lives in RC?</b>             | Yes  |
| <b>Works in RC?</b>             | Yes  |
| <b>Provides Services in RC?</b> | Yes  |
|                                 |  |
| <b>Applicant:</b>               | Fidelity Goodlaxson  |
| <b>Category:</b>                | Community-Based Organization                                   |
| <b>Employer:</b>                | Community Action Partnership of Ramsey and Washington Counties |
| <b>Title:</b>                   | Interim Director, Financial Opportunity Programs               |
| <b>Lives in RC?</b>             | No   |
| <b>Works in RC?</b>             | Yes  |
| <b>Provides Services in RC?</b> | Yes  |



## Workforce Innovation Board of Ramsey County Member Roster

As of October 7, 2024

| Member   | Category                            | Current Term                 | Member Since   |
|--|-------------------------------------|------------------------------|----------------|
| Tami Cybulski                                      | Business                            | 8/1/2024 - 7/31/2026         | 2024           |
| Becky Degendorfer                                  | Business                            | 8/1/2023 - 7/31/2025         | 2020           |
| Sara Garbe   | One-Stop                            | 5/21/2024 - 7/31/2025        | 2024           |
| Jennifer Germain                                   | One-Stop                            | 8/1/2022 - 7/31/2026         | 2018           |
| Lisa Guetzkow                                      | One-Stop                            | 8/1/2023 - 7/31/2025         | 2019           |
| Pamela Maldonado                                   | Community-Based Organization        | 8/1/2023 - 7/31/2025         | 2022           |
| Donald Mullin                                      | Labor                               | 8/1/2023 - 7/31/2025         | 2015           |
| Koami Pedado                                       | Business                            | 8/1/2023 - 7/31/2025         | 2019           |
| John Perlich                                       | Business                            | 8/1/2022 - 7/31/2026         | 2022           |
| Elisa Rasmussen                                    | Business                            | 8/1/2022 - 7/31/2026         | 2020           |
| Lauren Reynolds<br><i>(formerly Lauren Hunter)</i> | Business                            | 8/1/2023 - 7/31/2025         | 2023           |
| Aalayha Traub                                      | Business                            | 11/28/2023 - 7/31/2025       | 2023           |
| Carly Voshell                                      | Education                           | 8/1/2023 - 7/31/2025         | 2023           |
| Tracy Wilson                                       | Education                           | 8/1/2021 - 7/31/2025         | 2015           |
| Ismail Ali   | <i>Business</i>                     | <i>11/5/2024 - 7/31/2025</i> | <i>pending</i> |
| <i>Ethel Garcia</i>                                | <i>Business</i>                     | <i>11/5/2024 - 7/31/2026</i> | <i>pending</i> |
| <i>Fidelity Goodlaxson</i>                         | <i>Community-Based Organization</i> | <i>11/5/2024 - 7/31/2026</i> | <i>pending</i> |

**Item Number:** 2024-453

**Meeting Date:** 11/5/2024

**Sponsor:** Library

### Title

Appointments to the Ramsey County Library Advisory Board

### Recommendation

Appoint the following individuals to the Ramsey County Library Board for a three-year term beginning January 1, 2025 through December 31, 2027.

- Sandra Doubek
- Alexandra Kovarik

### Background and Rationale

The Ramsey County Library Advisory Board provides advice and makes recommendations to the Library Department and Ramsey County Board of Commissioners on matters regarding integrated service delivery that impacts or is enhanced by library services. The Library Advisory Board consists of seven members who are residents of suburban Ramsey County.

Two Library Advisory Board terms end on December 31, 2024.

### County Goals (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

The county currently recruits for advisory committee vacancies through an open process, which is limited to presence on the county website, GovDelivery distribution lists, and word of mouth by advisory committee members, staff, and county commissioners. Changes to the recruitment strategies are being implemented to expand efforts to increase racial diversity and under-represented voices in the application process.

### Community Participation Level and Impact

Participation by and input from community members appointed to advisory committees helps to shape and improve programs and services for the community, share information, and increase the level of understanding through discussion, dialogue and engagement.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

Library Advisory Board members receive a per diem of \$50 per meeting, up to \$100 per month.

### Last Previous Action

On May 7, 2024, the Ramsey County Board appointed Sandra Doubek and Alexandra Kovarik (Resolution B2024-074).

### Attachments

1. Library Advisory Board Roster



# Ramsey County Library Advisory Board

## Board Roster

□ **Sandra Doubek**

**Partial Term** May 07, 2024 - Dec 31, 2024

**Appointing Resolution** B2024-074

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□ **Molly Jansen**

**1st Term** Jan 01, 2024 - Dec 31, 2026

□ **Marissa Michelle Kirby-stofferahn**

**1st Term** Jan 10, 2023 - Dec 31, 2025

**Appointing Resolution** B2023-011

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□ **Alexandra Kovarik**

**Partial Term** May 07, 2024 - Dec 31, 2024

**Appointing Resolution** B2024-074

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□ **Kami Miller**

**1st Term** Jan 10, 2023 - Dec 31, 2025

**Appointing Resolution** B2023-011

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□ **Andrea West**

**1st Term** Jan 10, 2023 - Dec 31, 2025

**Appointing Resolution** B2023-011

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□ **Dawne E White**

**1st Term** Jan 01, 2024 - Dec 31, 2026



# Board of Commissioners

## Request for Board Action

15 West Kellogg Blvd.  
Saint Paul, MN 55102  
651-266-9200

**Item Number:** 2024-477

**Meeting Date:** 11/5/2024

**Sponsor:** Library

**Title**

Gift From Myrna Boyken to the Ramsey County Library

**Recommendation**

Accept the 2024 gift of approximately \$23,000 from Myrna Boyken.

**Background and Rationale**

The Ramsey County Library system was named sole beneficiary to an Individual Retirement Account held by Boyken. Given the nature of the account and fluctuating interest rates, the exact dollar amount will be unknown until the day of liquidation.

**County Goals** (Check those advanced by Action)

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

The generous support of Boyken enhances the Library’s ability to serve the county’s diverse communities.

**Community Participation Level and Impact**

There is no community engagement associated with this request for board action.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The gift is not part of the Library department approved 2024 budget. These funds will be placed in the Library department’s Trust and Agency Fund and expended in alignment with the vision, mission, and goals of the county.

**Last Previous Action**

None.

**Attachments**

None.

# Board of Commissioners

## Request for Board Action

Item Number: 2024-473

Meeting Date: 11/5/2024

**Sponsor:** Property Management

### Title

Agreement with Cool Air Mechanical, Inc. for Ramsey County Courthouse/City of Saint Paul City Hall Chilled Water System Improvements Project

### Recommendation

1. Approve the selection of and agreement with Cool Air Mechanical, Inc., 1544 134th Avenue NE, Ham Lake, MN 55304, for the Ramsey County Courthouse/City of Saint Paul City Hall Chilled Water System Improvements project, for the period of November 6, 2025 through November 5, 2026, in the not-to-exceed amount of \$870,029.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

### Background and Rationale

At the Ramsey County Courthouse/City of Saint Paul City Hall, building cooling is achieved via District Energy with their chilled water mains entering through the lower level of the building. This system improvement project will include a new heat exchanger and circulating pumps. The project provides replacement of equipment that is end of life, 30 years old. It will also isolate the lower-level building air handler cooling coils from the District Energy chilled water loop. This isolation is critical to ensure continuity of operations for each party, and the tenants in the building, should there be failure of equipment on either portion of the cooling system.

On August 7, 2024, in accordance with county procurement policies and procedures, a competitive solicitation for the project was issued. Below is the competitive solicitation summary:

- Request for Bids Title: Ramsey County Courthouse/City of Saint Paul City Hall Chilled Water System Improvements
- Request for Bids Release Date: August 7, 2024
- Request for Bids Response Due Date: September 5, 2024
- Number of Contractors Notified: 1550
- Number of Request for Bids Responses Received: 5
- Contractor Recommended: Cool Air Mechanical, Inc.

Ramsey County Property Management recommends Cool Air Mechanical, Inc. for the project award.

### County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

### Racial Equity Impact

The racial equity impact of this project is not fully known. The project will include workforce inclusion goals of 32% minority and 20% women, as well as a goal of utilizing 32% certified small businesses (SBEs) found in

the Central Certification (CERT) Program directory recognized by the county as the acceptable source for SBE subcontractors and suppliers in conformance with the county's approved policy on workforce inclusion and contracting goals.

**Community Participation Level and Impact**

There is no community participation associated with this action.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Funding for the agreement with Cool Air Mechanical, Inc., in an amount of \$870,029, is available from Property Management building improvement project funds allocated to the Ramsey County Courthouse/City of Saint Paul City Hall.

**Last Previous Action**

None.

**Attachments**

1. Agreement with Cool Air Mechanical

# RAMSEY COUNTY PROCUREMENT CONTRACT

## Property Management

PROPERTY MANAGEMENT  
 SUITE 2200  
 121 SEVENTH PLACE EAST  
 ST. PAUL MN 55101  
 USA

**Supplier** 0000031021  
 COOL AIR MECHANICAL INC  
 1544 134TH AVE NE  
 HAM LAKE MN 55304  
 USA

**Open**

**Dispatch via Print**

|   |                        |                                       |                             |
|---|------------------------|---------------------------------------|-----------------------------|
| <b>Contract ID</b><br>CC003229                    |                        | Page<br>1 of 1                        |                             |
| <b>Contract Dates</b><br>11/06/2024 to 11/05/2025 | <b>Currency</b><br>USD | <b>Rate Type</b><br>CRRNT             | <b>Rate Date</b><br>PO Date |
| <b>Description:</b><br>CHCH CHILLED WATER SYSTEM  |                        | <b>Contract Maximum</b><br>870,029.00 |                             |

Tax Exempt? N      Tax Exempt ID:

**Contract Lines:**

| Line # | Supplier Item | Item Desc             | UOM | Minimum Order |      | Maximum / Open |      |
|--------|---------------|-----------------------|-----|---------------|------|----------------|------|
|        |               |                       |     | Qty           | Amt  | Qty            | Amt  |
| 1      |               | Building Improvements | EA  | 1.00          | 0.00 | 0.00           | 0.00 |

PROVIDE ALL SUPPLIES, EQUIPMENT, MATERIALS, LABOR, AND INCIDENTALS REQUIRED FOR THE RAMSEY COUNTY COURTHOUSE/CITY OF SAINT PAUL CITY HALL CHILLED WATER SYSTEM IMPROVEMENT PROJECT IN ACCORDANCE WITH THE SOLICITATION RFB-PRMG31940-0-2024/KB RELEASED 8/07/2024 (WHICH INCORPORATES EXHIBIT A - PROJECT SPECIFICATIONS AND EXHIBIT B - PROJECT DRAWINGS) AND ALL ADDENDA, AND CONTRACTOR SOLICITATION RESPONSE DATED 09/05/2024.

PROJECT COSTS - PHASE 1 AT \$845,484.00 AND ALTERNATE 1 AT \$24,545.00 FOR A TOTAL OF \$870,029.00

CONTRACTOR CONTACT: TYLER HALGREN  
 CONTRACTOR PHONE#: 612-221-7389  
 CONTRACTOR E-MAIL: TYLER@COOLAIRMECHANICAL.COM

COUNTY CONTACT: NICK FAHEY  
 COUNTY PHONE#: 612-499-0385  
 COUNTY E-MAIL: NICHOLAS.FAHEY@CO.RAMSEY.MN.US

REQ# PRMG31940

The Ramsey County General Contract/Agreement Terms and Conditions is attached hereto and incorporated by reference. This Ramsey County Procurement Contract, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties.

All shipments, shipping papers, invoices and correspondence must be identified with our Contract ID Number. Price increases will not be honored. Errors: In case of error in calculating or typing, the quoted unit price will be used as basis for correction of this order. Freight: Unless otherwise specified herein, prices are F.O.B. destination, with freight prepaid and included. Tax: Unless otherwise specified herein, prices are inclusive of applicable taxes.

**Unauthorized**





## 1. Contracting for Equity

### 1.1. Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

### 1.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

*"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:*

*(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;*

*(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;*

*(3) that a violation of this section is a misdemeanor; and*

*(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."*

### 1.3. Equal Employment Opportunity and Civil Rights

#### 1.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record

(subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

**1.3.2.**

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

**1.3.3.**

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

**1.3.3.1.**

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

**1.3.3.2.**

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

**1.3.3.3.**

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

**1.4. Utilization of Certified Vendors**

The county has adopted the Principles for Inclusiveness in Contracting Program ("IICP") in order to increase the participation of small businesses ("SBEs") in the county's purchasing activities. The contracting inclusion goal for this Project is: 32%.

**1.5. Diverse Workforce Initiative**

The county has a goal of continuing to increase participation of qualified minorities and women in each county construction project. The county has established a goal of 20% women and 32% minority goal for site workforce utilization for the project.

**1.6. Workforce and Contracting Inclusion Reporting**

**1.6.1. Contracting Inclusion**

Contractors shall complete and submit Attachment B -- Contracting Inclusion Reporting Forms with monthly applications for payment or as otherwise directed by the county project manager.

The report shall specify the project and contract number and include:

Ownership: Including but not limited to CERT small business enterprises (SBEs), minority owned enterprises (SMBEs), women owned enterprises (SWBEs), minority women owned enterprises (SWMBEs) and veteran enterprises (SVBEs).

- a. All certifications of the prime contractor.
- b. Name of sub-contractor and all certifications of each sub-contractor along with amounts paid to each sub-contractor to date.

### **1.6.2. Workforce Inclusion**

Contractor (and all appropriate subcontractors) shall utilize County's LCP Tracker software system for submission of completed certified payroll reports and the LCP Tracker workforce inclusion 'Goal Report' with monthly applications for payment or as otherwise directed by the county project manager. County shall provide LCP Tracker training to Contractor if requested.

## **1.7. Diverse Workforce Inclusion Resources**

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

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect 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 Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through [askworkforcesolutions@ramseycounty.us](mailto:askworkforcesolutions@ramseycounty.us) or by calling 651-266-9890.

## **2. General Contract/Agreement Terms and Conditions**

### **2.1.**

The Contract resulting from this solicitation shall contain the following terms and conditions stated in this Section 2.

### **2.2. Definitions**

#### **AGREEMENT**

The entire and integrated written document between the Owner and the Contractor concerning the Work. The Agreement contains all Contract Documents, as defined below, and supersedes prior representations, and agreements, whether written or oral, and sets forth the parties

obligations, including but not limited to, the performance of the Work, the furnishing of labor and materials, and all other requirements in the Contract Documents.

**AGGREGATE**

Natural materials such as sand, gravel, crushed rock, or taconite tailings, and crushed concrete or salvaged bituminous mixtures, usually with a specified particle size, for use in base course construction, paving mixtures, and other specified applications.

**BID**

The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**BIDDER**

The individual or entity who submits a Bid to Owner.

**CALENDAR DAY**

Every day shown on the calendar, being 24 hours in length measured from midnight to the next midnight.

**CONTRACTOR**

The selected Bidder, an individual, firm, or corporation, contracting for and undertaking the completion of the prescribed Work; acting directly or through a duly authorized representative.

**CONTRACT DOCUMENTS**

Includes the Request for Bids (RFB), addenda, contractor bid, response forms, bonds, general terms and conditions, specifications, supplemental specifications, special provisions, plans, detail plans, Notice to Proceed, supplemental plans, change orders, supplemental agreements, field orders and shop plans.

**CONTRACT PRICE**

The total monetary amount to be paid to the Contractor for completion of the work in accordance with the Contract Documents as stated in the Agreement, including any approved Change Orders that have increased or decreased the original total monetary amount to be paid the Contractor.

**CONTRACT TIME**

The Substantial Completion date or number of calendar days allowed for substantial completion of the Work, including approved time extensions.

**DETOUR**

A road or system of roads, usually existing, designated as a temporary route by the Owner's Representative or Contractor to divert through traffic from a section of roadway being improved.

**EASEMENT**

A right acquired to use or control property for a designated purpose.

**FIELD ORDER**

A written order effecting change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Owner's Representative to the Contractor during construction.

**GUARANTEED ANALYSIS**

A guarantee from a manufacturer, producer or supplier of a product that the product complies with the ingredients or specifications as indicated on the product label.

**HOLIDAYS**

The days of each year set aside by legal authority for public commemoration of special events, and on which no public business shall be transacted except as specifically provided in cases of necessity. Unless otherwise noted, holidays shall be as established in Min. Stat. Section 645.44.

**INDUSTRY STANDARD**

An acknowledged and acceptable measure of quantitative or qualitative value or an established procedure to be followed for a given operation within the given industry. This will generally be in the form of a written code, standard or specification by a creditable association.

**MATERIALS**

Any substances specified for use in the construction of the Project and its appurtenances.

**PAY, BID OR CONTRACT ITEM**

A specifically described unit of work for which a price is provided for in the Agreement.

**NOTICE TO PROCEED**

A written notice given to the Contractor by the Owner or Owner's Representative to proceed with the Work including, stating when applicable the date of the beginning of the Contract Time and the days until Substantial Completion is required or stating the date upon which Substantial Completion is to be achieved.

**OWNER**

The Owner of the Project is Ramsey County, and the term "Owner" shall mean the County.

**OWNERS REPRESENTATIVE**

An architect, designer, engineer, construction manager, or other person designated by the Owner to act on the Owner's behalf.

**PLAN(S)**

The plans, profiles, typical cross sections, and supplemental plans that show the locations, character, dimensions, and details of the work to be completed.

**PROJECT**

The Work to be performed under the Contract Documents.

**PUNCH LIST**

A notification to the contractor, in writing, of any particulars in which an inspection revealed that the Work is defective or incomplete.

**SHOP DRAWINGS**

All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

**SPECIFICATIONS**

All directions, provisions, and requirements defining the materials and performance of the Work.

**SUBCONTRACTOR**

The subcontractor is an individual, firm or corporation acting for or on behalf of the Contractor in performing any part of the Work. The subcontractor has a direct contract with the Contractor or another subcontractor and not the Owner.

**SUBSTANTIAL COMPLETION**

That date as certified by the Owner's Representative when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Agreement, so that the Project or specified part can be utilized for the purposes for which it is intended.

**SUPPLEMENTAL AGREEMENT**

A written agreement between the Owner and the Contractor, covering the performance of extra work or other alterations or adjustments to the Work or any of the Contract Documents as provided for within the general scope of the Agreement, but which extra work or Change Order constitutes a modification of the Agreement as originally executed and approved.

**SUPPLIERS**

Any person, supplier or organization who supplies materials or equipment for the Work, including those fabricated to a special design, but who does not perform labor at the Project site.

**WORK**

The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Project and the carrying out of the duties and obligations of the Contractor under the Contract Documents.

**2.3. Order of Governance**

**2.3.1.**

The Contract Documents comprise the entire agreement between the County and the Contractor and supersede prior representations, understandings or agreements, whether written or oral. The Contract Documents shall be construed in accordance with Minnesota law and shall be deemed to incorporate Laws and Regulations whether in force before or after submission of Bids, with which the Contractor is required to comply. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment, whether or not specifically called for, that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be furnished and performed by the Contractor without change in the Contract Price or Contract Time.

**2.3.2.**

To resolve conflicts between various portions of the Contract Documents that may arise, priority and order of precedence shall be given to the Contract Documents as follows:

1. Change Order,
2. Field Order,
3. Other Supplemental Agreement,
4. Supplemental Specification,
5. Supplemental Plan,
6. Project Manual,
7. Specifications,
8. Plans,
9. General Contract/Agreement Terms and Conditions,
10. Ramsey County Procurement Contract
11. Addenda to the RFB,
12. Request for Bids (RFB)

**2.3.3.**

If discrepancies exist between dimensions in the Contract documents, the following order of precedence applies:

1. Plan dimensions,
2. Calculated dimensions,
3. Scaled dimensions.

The Owner and the Contractor shall inform each other as to any discrepancy or defect they discover in the Contract Documents. Neither the Contractor nor the Owner shall take advantage of any discrepancy or defect in the Contract Documents. The Owner will review the identified discrepancy or defect to determine if a revision to the Contract Documents is necessary. The Owner will decide all issues concerning a discrepancy or defect.

## 2.4. Payment

### 2.4.1.

If this is a lump sum contract for supplies, equipment, materials and labor, or construction, invoices shall include any applicable State or Federal sales, excise or other tax. Do not itemize tax separately.

### 2.4.2.

If this is a contract for supplies, equipment or materials purchased for a golf course or solid waste hauling and recycling, the contractor shall itemize any applicable State or Federal sales, excise or other tax separately on the invoice.

### 2.4.3.

Each invoice must include a progress report on achievement of project SBE and Workforce goals. No payment will be made until the invoice and progress report have been approved by the County.

### 2.4.4.

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

## 2.5. Application for Payments

### 2.5.1.

The Contractor shall submit an invoice as mutually agreed upon by Contractor and the County.

### 2.5.2.

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

### 2.5.3. Surety Deposit Requirement for Non-Minnesota Construction Contractors

For **any one contract** where the anticipated contract value of the construction portion of the contract exceeds \$50,000, the department must withhold 8 percent from payments and send the money to the Minnesota Department of Revenue. The department will hold the funds as surety for the payment of state taxes owed as a result of the contract. For more information about this law, including exceptions to the withholding requirement, visit the [MN Department of Revenue](#) or [Withholding Tax Fact Sheet 12 -- Surety Deposits for Non-Minnesota Construction Contractors](#).

**2.5.4.**

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. Payment for Materials stored will be conditioned on the following: The Contractor shall submit evidence to establish the Owner's title to such materials; acceptable provisions have been made for storage; the Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored Material.

**2.5.5.**

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.

**2.5.6.**

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

**2.5.7.**

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.

**2.5.8.**

The Contractor shall pay the applicable prevailing wage rates at the time, during which, the work is being performed. Statement of Compliance for Ramsey County Contractors and Ramsey County Prevailing Wage Biweekly Payroll Report shall be completed and submitted per Ramsey County Prevailing Wage Ordinance No. 2013-329. See also Section 3.42.

**2.5.9.**

Payment for Materials stored will be conditioned on the following: The Contractor shall submit evidence to establish the Owner's title to such materials; acceptable provisions have been made for storage; the Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored Material.

**2.5.10.**

The County and the Contractor must comply with Minn. Stat. § 15.72, Progress Payments on Public Contracts; Retainage. The County will reserve and release retainage in accordance with Minn. Stat. § 15.72, subd. 2. The County will reserve retainage of five percent from each progress payment on a public improvement contract. Consistent with Minn. Stat. §15.72, the Contractor shall pay all remaining retainage to its subcontractors no later than ten days after receiving payment of retainage from the County, unless there is a dispute about the work under a subcontract. If there is a dispute about the work under a subcontract, the Contractor must pay out retainage to any subcontractor whose work is not involved in the dispute, and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.



**2.5.11.**

When any of the above grounds for which payment is being withheld is removed, payment shall be made for the amount withheld.

**2.5.12.**

At the time of Project close out, the Contractor shall submit the following listed items and the final payment and the remaining retained percentage shall become due until the Contractor submits to the Owner each of the following:

1. Contractor IC-134;
2. Subcontractor(s) IC-134;
3. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied (the form of affidavit for use by the Contractor and all Subcontractors will be provided by the Owner to the Contractor prior to Project close-out);
4. Consent of surety, if any, to final payment;
5. Submission of two copies of operation and maintenance manuals with provided warranty documentation for products;
6. Two copies of as-built plans identifying modifications to original plans;
7. If required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising from the Agreement, to the extent and in such form as may be designated by the Owner;
8. Temporary Certificate of Occupancy, if applicable;
9. Final Certificate of Occupancy;
10. Substantial completion on Certificate (signed by the Architect/Engineer and the Contractor);
11. Completed punch list signed by the Contractor;
12. Storm water NPDES Notice of Termination (if applicable);
13. All Prevailing Wage Reports through the completion of the Work;
14. Final SBE report;
15. Final Diverse workforce report;
16. Copies of Project records and evidence that all required operation and maintenance training has been completed and all required training manuals, videos and similar or related documents. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Before final payment is made, the Contractor shall also make a satisfactory showing that it has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of state income tax from wages paid to the Contractor's employees for Work performed under the Agreement. Receipt by the Owner of a certificate of compliance from the Commissioner of Revenue will satisfy this requirement.

The Contractor has been advised that before the certificate can be issued Contractor must first place on file with the Commissioner of Revenue, an affidavit stating that Contractor has complied with the provisions of Minn. Stat. § 290.92. Unless the Contractor has presented an affidavit to the Owner's Representative showing that all claims against Contractor by reason of the Agreement have either been paid or satisfactorily secured, final payment may be withheld or a sufficient amount may be retained there from to cover the unpaid and potential claims.

## **2.6. Payment for Uncorrected Work**

If the Owner directs the Contractor not to correct Work that has been damaged or that has not been performed in accordance with the Contract Documents, an equitable deduction from the Contract Price shall be made by means of a change order to compensate the Owner for the uncorrected Work.

## **2.7. Payment for Rejected Work and Materials**

The removal of Work and Materials rejected and the re-execution of acceptable Work by the Contractor shall be at the expense of the Contractor, and they shall pay the cost of replacing the Work of other contractors destroyed or damaged by the removal of the rejected Work or Materials and the subsequent replacement of acceptable Work.

## **2.8. Payment for Extra Work**

Written notice of claims for payments for extra Work ("Extra Work") shall be given by the Contractor within three (3) days after receipt of a Field Order from the Owner's Representative to proceed with the Extra Work and the written notice shall be made before any Extra Work is commenced by the Contractor, except in emergency situations endangering life or property. No claim for payment for the Extra Work shall be valid unless the written claim is made in the manner required by this Section. The Contractor shall submit to the Owner itemized estimate sheets showing all labor and material and items of cost of the Extra Work. If the Owner approves proceeding, a Change Order for the Extra Work shall be issued specifying an extension of the Contract Time, if any, and one of the following methods of payments: unit prices or combinations of unit prices which formed the basis of the original Contract; a lump sum based on the Contractor's estimate, approved by the Owner's Representative and accepted by the Owner; or actual cost plus overhead and profit for force account work.

## **2.9. Payment for Samples, Testing of Materials, and Compaction Testing**

### **2.9.1.**

Unless stated otherwise in the Contract Documents, testing of samples and Materials furnished shall be arranged and paid for by the Owner, unless the tests fail, in which case they shall be paid for by the Contractor. Compaction testing will be conducted and paid for by the Owner, unless the tests fail, in which case the Contractor shall pay for them.

### **2.9.2.**

The Contractor shall submit samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and the actual component as delivered and installed. The Contractor shall transmit samples that contain multiple, related components such as accessories together in one submittal package. The Contractor shall maintain sets of approved samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set. The Contractor shall submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available. The Contractor shall submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. The Owner's Representative shall return the submittal with options selected.

## **2.10. Release of Liens**

If required by the Owner, the Contractor shall submit other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens arising from the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may

furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

## **2.11. Materials Furnished by the Contractor**

### **2.11.1.**

All Materials used in the Work shall be new unless otherwise provided for in the Contract Documents, shall meet the requirements of the specification be in conformance with samples provided, and shall not be incorporated into the Work until reviewed by the Owner's Representative.

### **2.11.2.**

Unless otherwise specifically indicated in the Contract Documents, all Materials necessary for the proper execution of the work shall be furnished and paid for by the Contractor, whether temporary or not and whether incorporated into the Work or not.

### **2.11.3.**

Manufactured articles, Materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditions as specified by the manufacturer.

### **2.11.4.**

Materials, supplied or equipment to be incorporated into the Work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

### **2.11.5.**

The Owner may at its option pay for Materials that are purchased and stored offsite by the Contractor prior to their incorporation into the work.

## **2.12. Materials Furnished by Owner**

Materials specifically indicated shall be furnished by the Owner. Before incorporating any of the Materials into the Work, the Contractor shall inspect the Materials so furnished by the Owner. If the Contractor discovers any latent defects in Material furnished by the Owner, they shall notify the Owner's Representative.

## **2.13. Storage of Materials**

Materials shall be so stored by the Contractor as to insure the preservation of their quality and fitness for the Work. Stored Materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee thereof.

## **2.14. 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.

## **2.15. Successors, Subcontracting and Assignment**

### **2.15.1.**

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.

### **2.15.2.**

After award, the Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the Owner and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all Subcontractors.

### **2.15.3.**

The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.

### **2.15.4.**

If while completing the Project, additional Subcontractors are required, the Contractor shall notify the Owner in writing of the Subcontractor's name, contact information and the specific Work to be performed prior to the start of the work to be completed by the Subcontractor.

### **2.15.5.**

The Contractor is responsible to the Owner for the acts and omissions of Contractor's Subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of Contractor's employees.

### **2.15.6.**

The Contract Documents shall not be construed as creating any contractual relations between the Owner or the Owner's Representative and any Subcontractor.

### **2.15.7.**

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to the Subcontractor's Work.

### **2.15.8.**

For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into titled sections. Such separations shall not, however, operate to make the Owner or Owner's Representative an arbitrator to establish limits to the contracts between the Contractor and Subcontractors.

### **2.15.9.**

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

## **2.16. Compliance With Legal Requirements**

### **2.16.1.**

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body having jurisdiction with respect to the Work of the Contractor and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

### **2.16.2.**

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 Work.

### **2.16.3.**

If the Contractor observes that the specifications or drawings are at variance with any laws, ordinances, rules and regulations applicable to the Work, the Contractor shall give the Owner's Representative prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without prior written notice to Owner's Representative and the Owner's Representatives approval to proceed, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the Specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

### **2.16.4.**

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and Materials or equipment to be incorporated therein, whether in storage on or off the site and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

### **2.16.5.**

The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify the Owner of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts either of them may liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

### **2.16.6.**

The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to Owner and Contractor that the Work is acceptable.

### **2.16.7.**

The Contractor shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

The Contractor shall at all times keep the chief of police, the fire chief, the city, county, state, and the Owner's Representative, informed of current traffic detours and patterns. If, at any time, the Contractor fails to adequately maintain any of the traffic control devices, the Owner's Representative may order the Contractor to install the devices, or have the County install, replace or maintain the devices and deduct the costs thereof from any monies due the Contractor. No direct compensation will be made for any flagmen required on the project under this Agreement. All necessary signing and barricading for lane closures and street closing shall be done in conformance with the "Minnesota Manual on Uniform Traffic Control Devices" and shall be the responsibility of the Contractor.

**2.16.8.**

In emergencies affecting the safety of persons or the Work or property at the site of the project or adjacent thereto, the Contractor, without special instruction or authorizations from the Owner's Representative or the Owner, shall act to prevent threatened damage, injury or loss. The Contractor shall give the Owner's Representative prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall there upon be issued covering the changes and deviations involved.

**2.17. Permitting**

Except for permits or fees specifically identified in the Contract Documents as responsibility of the Owner to pay, the Contractor shall secure and pay for necessary permits, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures and for permanent changes in existing facilities. The Owner does not have information about nor is it in control of possible requirements which may be deemed necessary by permitting authorities in order for the Contractor to perform the Work. The Contractor shall plan and coordinate Work approach details with permitting officials to achieve any condition deemed necessary by the permitting authority. Additions to or changes in the Contractor's anticipated approach to the Work as the result of requirements specified by the permit authority are incidental and will not result in added cost to the Owner.

**2.18. Data Practices**

**2.18.1.**

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.

**2.18.2.**

The Contractor designates Tyler Halgren 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.

**2.18.3.**

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.

## **2.19. Security**

### **2.19.1.**

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.

### **2.19.2.**

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.

### **2.19.3.**

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.

### **2.19.4.**

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.

### **2.19.5.**

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

## **2.20. Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution,

performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

## **2.21. Contractor's Insurance**

### **2.21.1.**

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.

### **2.21.2.**

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.

### **2.21.3.**

Commercial general liability of no less than \$1,000,000 per claim, \$5,000,000 per occurrence, \$5,000,000 general aggregate, \$5,000,000 products/completed operations total limit, \$5,000,000 personal injury and advertising liability.

#### **2.21.3.1.**

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.

### **2.21.4. Workers' Compensation**

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

### **2.21.5.**

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.

**2.21.6.**

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.

**2.21.7.**

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

**2.21.8.**

Whenever work at issue under Contract involve potential pollution risk to the environment or losses caused by pollution conditions, including asbestos, that may arise from the operations of the Contractor or Contractor's subcontractors, Contractor shall include completed operations coverage for 3 years after substantial completion. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemical, liquids, or gases, natural gas, waste materials, or other irritants, contaminants or pollutants, including asbestos.

**2.21.9.**

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, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

**2.21.10. Railroad Protective**

Where the contract requires work to be performed within 50 feet of the right-of-way of a railroad, the Contractor shall provide such insurance as the railroad company may require. The cost for such insurance shall be included in the construction budget as an allowance and itemized separately without any mark up.

**2.21.11.**

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 and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

**2.21.12.**

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-.

**2.21.13.**

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.

**2.21.14.**

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.

**2.21.15. Property Insurance**

**2.21.15.1.**

The County shall purchase and maintain, in a company or companies authorized to do business in the jurisdiction in which the Project is located, property insurance upon the Work to the fullest insurable value thereof on a replacement cost basis, subject to a deductible of \$100,000. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County has an insurable interest in the property required by this Section 2) to be insured, whichever is earlier. This insurance shall include interests of the County, the Contractor, and their respective contractors and subcontractors in the Work. The Contractor shall be responsible for the deductible under this policy, and all other costs not covered by property insurance up to the date of Substantial Completion, and all such costs shall be considered as a Cost of the Work.

**2.21.15.2.**

Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, rigging & hoisting, terrorism, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the services and expenses of the Contractor's Architect and other professionals required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

**2.21.15.3.**

Unless otherwise provided, the County shall purchase and maintain such boiler and machinery insurance required by this Agreement or by law, which shall specifically cover such insured objects during installation and until final acceptance by the County. This insurance shall include interests of the County, the Contractor, the Contractor's contractors and subcontractors in the Work, and the Contractor's Architect and other design professionals. The County and the Contractor shall be named insureds.

**2.21.15.4.**

A loss insured under the County's property insurance shall be adjusted by the County as fiduciary and made payable to the County as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable

mortgagee clause and of Section 2.6). The Contractor shall pay contractors their shares of insurance proceeds received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require contractors to make payment to their subcontractors in similar manner.

**2.21.15.5.**

Before an exposure to loss may occur, the County shall file with the Contractor a copy of a Certificate of Insurance for each policy that includes insurance coverages required by this Section 2). Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) business days' prior written notice has been given to the Contractor.

**2.21.15.6.**

The County as trustee shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing, within five (5) business days after such notification of the County's intent to exercise this power; if such objection be made, the parties shall enter into dispute resolution under procedures provided in this Agreement. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

**2.21.15.7.**

Partial occupancy or use prior to Substantial Completion shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The County and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall not, without mutual written consent, take any action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of coverage.

**2.21.16. Waiver of Subrogation**

The Contractor waives all rights against the County and the Architect and other design professionals, contractors, subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by property or builders risk insurance applicable to the Work, except to such rights as they may have to proceeds of such insurance held by the Trustee. The Owner or Contractor as appropriate, shall require from contractors and subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of the parties enumerated in this Section. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

**2.21.17.**

The County shall be responsible for purchasing and maintaining the County's usual liability insurance and/or self-insurance program.

**2.21.18.**

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

## **2.22. Omission of Express Reference**

Any Work that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, Materials, or equipment described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

## **2.23. Notice to Proceed**

The date of commencement of the Work is the date set forth in the Notice to Proceed. If there is no Notice to Proceed, commencement shall be the effective date of the Agreement or such other date as may be established in the Agreement as the date the Work shall commence. Thereupon, the Contractor shall begin and shall prosecute the Work regularly and without interruption, unless otherwise directed in writing by the Owner, with such manpower and equipment as is necessary to complete the Work within the time stated in the Contract Documents.

## **2.24. Pre-Construction Conference**

### **2.24.1.**

Prior to the start of the Work, there will be a pre-construction conference arranged by the Owner's Representative. Representatives of effected government agencies, the Owner, the Contractor (including the project superintendent), the Contractor's Subcontractors, and utility companies shall be present at this meeting.

### **2.24.2.**

At this meeting, the Contractor shall designate a competent Project superintendent. The Contractor shall also submit a list of phone numbers for the various Subcontractors, foremen and superintendents, including numbers to use in case of emergency.

### **2.24.3.**

Also at this meeting, the Contractor shall submit in writing to the Owner's Representative for approval, a schedule of procedure indicating the order in which the Contractor proposes to perform the various stages of the Work, the dates on which the Contractor will start the several salient features thereof (including procurement of Materials and equipment), and the contemplated dates for completing the same. This schedule shall be in the form of a bar chart of a suitable scale to indicate appropriately the percentage of Work scheduled and completed at weekly intervals. The Contractor shall not deviate from the schedule after once approved without the written permission of the Owner's Representative. The Contractor shall also submit a schedule of payments that the Contractor anticipates it will earn during the course of the Work, based on the schedule.

## **2.25. 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.

## **2.26. 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:**

Nick Fahey, Property Management, 121 7th Place East, Suite 2200, Saint Paul, MN 55112

**Contractor:**

Tyler Halgren, Cool Air Mechanical, 1544 134th Avenue NE, Ham Lake, MN 55304

**2.27. 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.

**2.28. 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.

**2.29. 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.

**2.30. 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.

**2.31. 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.

**2.32. 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.

### **2.33. Termination by the County**

#### **2.33.1.**

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.

#### **2.33.2.**

The County may terminate this Agreement if the Contractor violates any material term or condition of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement. In the event that the County exercises its right of termination under this Paragraph, it shall submit written notice to the Contractor and its surety, if any, specifying the reasons therefore. Termination shall be immediately effective upon the failure of the Contractor to cure the default within ten (10) business days of receipt of the notice of default. Upon termination, the Contractor shall take all actions necessary to discontinue further commitments of funds, and the County shall take possession of the site and of all materials and finish the construction by whatever method the County may deem expedient.

#### **2.33.3.**

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 accordance with this Agreement up to and including the effective date of termination.

#### **2.33.4.**

This Agreement may be terminated by the County upon immediate written notice to the Contractor in the event that the Project is abandoned. If such termination occurs, the County shall pay the Contractor for services completed and for proven loss sustained upon materials, equipment, tools, construction equipment and machinery.

#### **2.33.5.**

Any termination by the County shall be without prejudice to the rights of the County to pursue other remedies against the Contractor.

### **2.34. Interpretation of Agreement; Venue**

#### **2.34.1.**

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.

#### **2.34.2.**

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.

## **2.35. Protection of Persons and Property**

### **2.35.1.**

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, County employees and other persons who may be affected; the Contractor's work and materials and equipment which are under the care, custody and control of the Contractor or any of the Contractor's subcontractors; and other property at the project site or adjacent thereto.

### **2.35.2.**

Unless otherwise directed by the County's Authorized Representative, the Contractor shall promptly remedy damage or loss to property caused in whole or in part by the Contractor, its employees, officers, or subcontractor(s), or anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

## **2.36. Warranty**

### **2.36.1.**

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.

### **2.36.2.**

The Contractor shall expressly warrant and guarantee the workmanship, equipment and materials furnished to be in compliance with the terms of the Contract Documents. The warranty shall extend for a one (1) year period from and after the date of Substantial Completion. If any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor shall correct the said condition promptly after receipt of written notice from the Owner. This includes the repairs of any damage to other parts of the property or Project resulting from such defects. Prior to commencement of the corrective Work, the Contractor shall provide insurance certificate policies, so as to protect the Owner, its Owner's Representative and their agents during the performance of the warranty Work. Acceptance by the Owner for the purpose of beginning the warranty period will be deemed to be when the Work is finally accepted by the Owner.

### **2.36.3.**

The acceptance of any of the Work, or any part of it, shall not act to waive the liability on the part of the Contractor and the Contractor's surety.

### **2.36.4.**

In the event that the Contractor should fail to make the repairs, adjustments or other Work that may be made necessary by defects in any of the Work, the Owner may do so and charge the Contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the warranty/guaranty period. The Contractor's performance and payment bond delivered to the Owner pursuant to the Contract shall cover the Contractor's obligations provided for herein.

### **2.36.5.**

Specific products used in the construction of the Work may include warranties specific to them and of a longer term than one (1) year. The Contractor shall provide written verification from the manufacturer of the product stating what the warranty covers and the time frame in which the warranty expires.

## **2.37. Infringement**

### **2.37.1.**

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.

### **2.37.2.**

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 enjoinderment 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.

## **2.38. Title - Risk of Loss**

### **2.38.1.**

Title to goods and/or all associated documentation shall pass to the County upon payment by the County for goods and/or associated documentation; or for construction projects, upon incorporation of the goods into the Project.

### **2.38.2.**

The County shall be relieved from all risks of loss or damage to goods, and/or all documentation prior to the time title passes to the County as described above. The Contractor shall not be responsible for loss or damage to goods and/or documentation occasioned by negligence of the County or its employees.

## **2.39. Submittals**

No portion of the work requiring submission of a shop drawing, drawing, manufacturer's literature, test data or other information, or a sample shall be commenced until the submittal has been approved by the County.

## **2.40. Clean Up**

The Contractor shall at all times keep County premises free from accumulation of waste materials or rubbish caused by its operations.

## **2.41. Prevailing Wage (Construction and Labor)**

### **2.41.1.**



Contractors and all subcontractors of the Contractor shall conform to the labor laws of the State of Minnesota, [Ramsey County Prevailing Wage Ordinance No. 2013-329](#), and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which unions do not have jurisdiction.

The terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" as used in the contract, shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

Pursuant to Minnesota Statutes §§177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

**2.41.2.**

Pursuant to the Ramsey County Prevailing Wage Ordinance No. 2013-329, the Prevailing Wage Rate must be paid under any contract with Ramsey County or under a subcontract to that contract with Ramsey County with an anticipated Project completion cost or anticipated Services contract value of over \$25,000.

**2.41.3.**

Throughout the term of this Agreement, the Contractor shall submit Certified Payroll Records within 14 days of the end of a pay period and in accordance with the requirements of Ramsey County Prevailing Wage Ordinance No. 2013-329. Failure of the Contractor to submit the Certified Payroll Records in accordance with the Ordinance may result in criminal or civil enforcement by the County, including, but not limited to termination of the agreement for cause, withholding of payments, and assessment of liquidated damages.

**2.41.4.**

For the purposes of this section, prevailing wage rates and basic hourly rates in the same or more similar trade or occupation in the area, and prevailing hours of labor, shall be as contained in the Certified Prevailing Wages for *Commercial Construction* or the Certified Prevailing Wages for *Highway and Heavy Construction* established by the State of Minnesota, Department of Labor and Industry, as set forth in Attachment A. Prevailing wage rates shall mean the Total Rate, consisting of Basic Hourly Rates plus Fringe Benefits. State of Minnesota Prevailing Wage Rates, current as of the date of the project's bid release, shall apply for the entire term of the Agreement.

**2.41.5.**

The Contractor shall post the applicable prevailing wage rates, hourly basic rates, and prevailing hours of labor, at a conspicuous location accessible by workers at the location of the Work. The Contractor shall physically include the requirements of the article and the schedules set forth in Attachment A in applicable agreements and contracts with Subcontractors, agents, or other persons doing or contracting to do all or any part of the Work under the Agreement. Incorporation of prevailing wage rates by reference in such agreements and contracts is not acceptable.

**2.41.6.**

In the event of any violation of the requirement that the Contractor or Subcontractor pay not less than 1-1/2 times the basic hourly rate to each laborer or mechanic employed directly on the job site when such employee is permitted or required to work in excess of the prevailing hours of labor, the Contractor or Subcontractor shall be liable for the unpaid wages.

**2.42. 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.

**2.43. Project Labor Agreement**

The County has determined that it is in the best interests of the County, as an owner of real property, to have a Project Labor Agreement in place. The Contractor will enter into, and have in effect for the duration of this project, a Project Labor Agreement with the Saint Paul Building and Construction Trades Council. Failure of the awarded vendor to enter into and maintain such an agreement for the duration of the project may be grounds for termination by the County for cause. Upon execution, the Project Labor Agreement shall be incorporated into and become a part of the contract for this Project.

**2.44. 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.

**2.45. Performance and Payment Bonds**

**2.45.1.**

The Contractor shall furnish a Performance and Payment bond, both meeting the following conditions:

**2.45.1.1.**

Issued by a bonding company licensed to do business in Minnesota.

**2.45.1.2.**

On the current list of Companies Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

**2.45.1.3.**

All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

**2.45.1.4.**

Duly executed, notarized and updated Acknowledgment of both the Principal and Surety and the Surety's Power of Attorney must be attached to each of the two required bonds.

**2.45.1.5.**

Bond amounts shall not exceed the single bond limit for the Contractor's bonding company as set forth in the Federal Register current as of the bid date.

**2.45.1.6.**

Checks are not accepted in lieu of a Bond.

**2.45.2.**

The bonds shall each be in the amount of 100% of the Contract Price. The term "contract", as used herein, shall include the original agreement plus all subsequent change orders and/or amendments. The Contract Price to which the principal is bound shall be the amount as reflected by the terms of the contract.

**2.45.3.**

The bonds shall cover the faithful performance of the Contract and the payments of all obligations arising thereunder. No work shall begin until the County has received the proper bonds specified under this clause.

**2.45.4.**

Bonds shall indemnify the County for any loss sustained by the County on account of or by reason of the acts of the Contractor or the acts of anyone else directly or indirectly employed by the Contractor in the performance of the Work for the Project.

**2.46. Schedule Progress**

The Owner shall, at its discretion, hold bi-weekly meetings to monitor progress and coordinate activities at the location of the Work. The Contractor and its Subcontractors shall attend these meetings, provide any required documentation of progress and anticipated construction scheduling as required by the Owner. These meetings will be held at a time and location determined by the Owner.

If, in the opinion of the County, the Contractor falls behind the progress schedule, or if it appears that the Contractor will not achieve Substantial Completion in accordance with the agreed upon schedule, the Contractor shall take any and all steps necessary to improve the progress to assure Substantial Completion in accordance with the schedule, at no additional cost to the County.

The County may require the Contractor to submit for approval and at no additional cost to the County, such supplementary progress schedules as may be deemed necessary to demonstrate the manner in which the approved progress schedule or date of Substantial Completion will be regained.

Failure of the Contractor to comply with the requirements of this subparagraph shall be grounds for determination that the Contractor is not performing the Work with such diligence as will ensure completion within the time specified in the Agreement between the County and the Contractor. Upon such determination, the County may terminate the Contractor's right to proceed with the Work, or any separable part thereof, in accordance with other applicable provisions of the Contract or may obtain the services required to bring the Work into compliance with the schedule at the Contractor's cost.

**2.47. Changes in Work**

Changes in the Work may be accomplished after execution of the contract by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in the Contract Documents. A change in the Work that affects the Contract Price or schedule may be made only by Change Order.

A Change Order shall be based upon agreement between the County and the Contractor; a Construction Change Directive may be issued by the County without the agreement of the Contractor; an order for a minor change in the Work may be issued by the Contractor.

Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

**Change Orders**

A Change Order is a written instrument prepared by the Contractor and signed by the County and the Contractor stating their agreement upon all of the following:

- a change in the Work;
- the amount of the adjustment, if any, in the Contract Price; and
- the extent of the adjustment, if any, in the Project Schedule.

No work consistent with the changes in the Change Order shall commence until the Change Order has been reduced to writing and signed by both parties.

**Construction Change Directives**

A Construction Change Directive is a written order prepared and signed by the County, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price, schedule, or both.

**2.48. Minor Changes in the Work**

The Contractor shall have authority to make minor changes in the Construction Documents and construction consistent with the intent of the Contract Documents when such minor changes do not involve adjustment in the Contract Price or extension of the Project schedule. The Contractor shall promptly inform the County, in writing, of minor changes in the Construction Documents and construction.

**2.49. Oral Agreements**

Verbal orders and suggestions as to the performance of the work may be given from time to time by the Owner's Representative, or by other representatives of the municipality, county, state or other government or regulatory agency through the Owner's Representative. When in the opinion of the Contractor, such verbal orders or suggestions entitles the Contractor to a change in Contract Price or Contract Time or both, the Contractor must request a Change Order from the Owner. No verbal order or suggestion of any representative or employee of the municipality, county, state or other governmental or regulatory agency, or of any other person, shall be construed as authorizing any claims on the part of the Contractor for extra compensation for labor, material or other items pertaining to such work, or for damages or any other expenses incurred because of the Contractor's compliance therewith. The Contract Price and Contract Time may only be changed by Change Order.

**2.50. Maintenance of Record Drawings at Site and Shop Drawings**

The Contractor shall maintain at the Project site for the County one record copy of the drawings, specifications, product data, samples, shop drawings, addenda, Change Orders and other modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be delivered to the County upon completion of construction as a record of the Work as constructed prior to final payment.

**2.51. Final Inspection**

**2.51.1.**

Upon written notice from the Contractor that the Project is completed, the Owner's Representative together with the Owner, and other appropriate parties, will make a preliminary inspection with the Contractor present. Upon completion of this preliminary inspection, the Owner's Representative will notify the Contractor, in writing, of any

particulars in which this inspection reveals that the work is defective or incomplete. This list shall be referred to as a "Punch List".

**2.51.2.**

Upon receiving the Punch List from the Owner's Representative, the Contractor shall immediately undertake the actions required to remedy defects and complete the Project to satisfaction of the Owner and the Owner's Representative.

**2.51.3.**

When the Contractor has corrected or completed the items as listed in the Owner's Representative's written notice, the Contractor shall inform the Owner's Representative, in writing, that the required Work has been completed. Upon receipt of this notice, the Owner's Representative, in the presence of the Contractor, Owner, and other appropriate parties shall make their final inspection of the Work.

**2.51.4.**

If the Owner's Representative finds all Work satisfactory at the time of this second inspection, the Contractor will be allowed to make application for final payment in accordance with the provisions of the Contract Documents. If the Owner's Representative still finds dissatisfaction with the same Work, the Owner's Representative shall inform the Contractor of the deficiencies and will deny the Contractor's request for final payment, until such time as the Contractor has satisfactorily completed the required Work. The cost of the third or subsequent inspections shall be borne by the Contractor.

**2.52. Final Payment**

After the final inspection and acceptance by the Owner of all Work under the Contract, the Contractor shall prepare an application for final payment and submit it to the County for approval. The total amount of final payment due the Contractor under this Agreement shall consist of the total Contract Price as adjusted in accordance with approved Change Orders, less all previous payments to the Contractor and subject to withholding of any amount due the County as liquidated damages, as provided in Section N/A below, or as otherwise due under the Contract Documents or applicable law. The Application for final payment shall be accompanied by the following:

1. final lien releases and claim waivers (in a form acceptable to the County) by the Contractor and all persons performing Work and supplying material or services to the Contractor;
2. an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County might in any way be responsible, have been paid or otherwise satisfied;
3. consent of surety, if any, to final payment;
4. two copies of Operation & Maintenance Manuals with provided warranty documentation for products and two copies of as-built plans identifying modifications to original plans;
5. if required by the County, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the County;
6. the Certificate of Project Completion form (provided by the County);

7. a copy of the completed State of Minnesota Form IC-134, signed by the State Commissioner of Taxation, for the Contractor and its subcontractors; and
8. a complete report describing efforts and outcomes of those efforts towards achievement of Project SBE and labor utilization goals; and sustainability goals, if applicable.

### **2.53. Warning Signs and Barricades**

The Contractor shall at all times so conduct their Work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper governmental authority. The Contractor shall warn effected motorists, pedestrians or residents of any construction practices or situations which could be dangerous, cause personal injuries or property damage. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed. The Owner's Representative reserves the right to require immediate backfilling of any street area which the Owner's Representative deems it required for safe traffic circulation within or adjacent to the Work.

### **2.54. Crossing Utilities**

#### **2.54.1.**

Where the prosecution of the Work results in the crossing of highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public or private entities, the Contractor shall secure written permission from the proper authority to cross said highway, railroad, street or utility before further prosecuting the Work. A copy of the written document granting permission shall be filed with the Owner and Owner's Representative before any work is done. The Contractor shall be required to obtain a written release from the applicable authority upon completion of the Work. A copy of this written release shall be filed with the Owner and Owner's Representative before final acceptance of the work is granted.

#### **2.54.2.**

The Contractor shall protect that which is to remain and shall conduct all installation operations in a manner that will not damage or jeopardize the surrounding plant life designated to remain. Equipment operating around existing trees shall use extreme caution to prevent damage to roots, trunks, and branches. The Contractor shall verify the location and elevation of existing utilities in the area of work. Any damage to utilities, trees or other existing-to-remain items shall be repaired at the Contractor's expense.

### **2.55. Sanitary Provisions**

The Contractor shall provide and maintain such sanitary facilities for the use of Contractor's employees and its Subcontractors as may be necessary to comply with the laws, rules or regulations of the federal, state, and local governments, or agencies or departments thereof.

### **2.56. Preservation of Historical Objects**

#### **2.56.1.**

Where historical objects of potential architectural, archeological or paleontological nature are discovered within the areas on which the Contractor's operations are in progress, the Contractor shall restrict or suspend their operations in the immediate area of the

discovery as may be necessary to preserve the discovered objects until the Owner has made arrangements for their disposition or has recorded the desired data relative thereto.

**2.56.2.**

The Contractor shall immediately notify the Owner of any historical objects discovered as the Work is being performed, and shall aid in the preservation and salvage program decided upon, as may be requested or ordered by the Owner. Work requiring a change to the Contract Price shall not be performed without the written authorization of the Owner.

**2.56.3.**

The Owner shall have the right to restrict or suspend the Contractor's operations in the immediate area where historical objects are discovered for a period not to exceed 72 hours, without claim being made by the Contractor for any damages they might suffer as a result thereof.

**2.57. Lands by Owner**

The Owner shall provide access to the lands shown on the drawings upon which the Work is to be performed. The Owner shall also provide or obtain the right-of-way for access to the land. Any delay by the Owner in furnishing access to the land shall be deemed proper cause for consideration of adjustment in the time of completion, but not in the Contract Price.

**2.58. Land by Contractor**

Any additional land and access thereto not shown on the drawings that may be required for temporary construction facilities or for storage of Materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine its apparatus, storage of Materials, and operation of its workers to those areas described in the drawings and specifications; and such additional areas that may be provided at the contractor's expense. The Contractor shall notify the Owner's Representative in writing of those lands provided at the contractor's expense. The Contractor shall not disturb any areas outside of the construction limits including wetlands, woodlands and previously restored work areas.

**2.59. Private Property**

The Contractor shall not enter upon private property for any purpose without obtaining permission from the owner, and shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall protect carefully from disturbance or damage all monuments and property marks until the Owner's Representative has witnessed or otherwise referenced their location and shall not remove them until directed.

**2.60. Shop Drawings**

**2.60.1.**

The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Owner's Representative shall promptly review all shop drawings. The Owner's Representative's review of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The discovery of any Shop Drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a Change Order or corrected and resubmitted by the Contractor, at the Owner's Representative's discretion.

**2.60.2.**

When submitting for the Owner's Representative's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Document.

**2.60.3.**

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been reviewed by the Owner's Representative. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Owner's Representative.

**2.60.4.**

Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Dimensions.
- b. Identification of products.
- c. Fabrication and installation Plans.
- d. Roughing-in and setting diagrams.
- e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
- f. Shop work manufacturing instructions.
- g. Templates and patterns.
- h. Schedules.
- i. Notation of coordination requirements.
- j. Notation of dimensions established by field measurement.
- k. Seal and signature of professional engineer if specified.
- l. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

**2.60.5.**

Submit opaque (bond) and electronic copies of each submittal. The Owner's Representative will return one copy.

**2.61. Substitutions After Award of Agreement**

Whenever a Material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this reference is for the purpose of defining the performance or other salient requirements and that other products of equivalent capacities, quality and function shall be considered. The Contractor may recommend the substitution of a Material, article, or piece of equipment of equivalent substance and function for those referred to in the Contract Documents by reference to brand name or catalog



number, and if, in the opinion of the Owner's Representative, such Material, article, or piece of equipment is of equivalent substance and function to that specified, the Owner's Representative may approve its substitution and use by the Contractor. Where applicable the Owner's Representative will only approve substitutions after the Contractor has received approval from the municipality, county, state or other regulatory agencies with jurisdiction. The Owner's Representative will not lobby for the approval of the substituted Material. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time. Requests for review of substitute items will not be accepted by the Owner's Representative from anyone other than the Contractor. The Contractor shall reimburse the Owner for the charges incurred by the Owner's Representative to evaluate each proposed substitution.

## **2.62. Submittals**

### **2.62.1.**

No portion of the Work requiring submission of a Shop Drawing, drawing, manufacturer's literature, test data or other information, or a sample shall be commenced until the submittal has been approved by the Owner.

### **2.62.2.**

The Contractor shall furnish one copy of complete product data for every manufactured item of equipment and all components to be used to perform the Work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number and general type. This data shall be compiled by the Contractor and reviewed by the Owner's Representative before any of the equipment is ordered. All data shall be indexed according to specification section and paragraph for easy reference. After review, this data shall become a part of the Contract, and may not be deviated from except upon the written approval of the Owner's Representative.

### **2.62.3.**

Product data for equipment reviewed by the Owner's Representative does not in any case supersede the Contract Documents. The review of the Owner's Representative shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless the Contractor has in writing called the Owner's Representative's attention to such deviations at the time of furnishing said data. Nor shall such review relieve the Contractor from responsibility for errors of any sort in the items furnished. The Contractor shall check the work described by the product data with the Contract.

### **2.62.4.**

It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. The Contractor shall take necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.

### **2.62.5.**

Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment so as to allow for proper operation and to be in harmony with the intent of the drawings and

specifications, and to make all changes in the Work required by the different arrangement of connections.

**2.63. Intent of Plans and Specifications**

The intent of the Plans and Specifications is that the Contractor shall furnish all labor and materials, equipment and transportation necessary for the proper execution and completion of the Work unless specifically noted otherwise. The Plans and Specifications are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. The Contractor shall do all the Work shown on the Plans and described in the Specifications and all incidental work considered necessary to complete the Project in an acceptable manner, and to fully complete the Work, ready for use, occupancy and operation by the Owner.

**2.64. Discrepancies**

Any ambiguity or discrepancy drawings and Specifications, no matter how seemingly insignificant to the Contractor, shall be brought immediately to the attention of the Owner's Representative for clarification. The Owner's Representative shall promptly correct such ambiguity or discrepancy in writing. If the Contractor fails to bring any ambiguity or discrepancy in writing of which it was or should have been aware, the Contractor shall assume the risk of loss because of, and shall be allowed no claim for the misinterpretation of, the drawings and Specifications contrary to the intended interpretation of the Owner's Representative. Work done by the Contractor after the Contractor's discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

**2.65. Additional Instructions and Detail Drawings**

The Contractor may be furnished additional instructions and detail drawings by the Owner's Representative, as necessary, to carry out the Work required by the Contract Documents. The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional drawings and instructions.

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-475

**Meeting Date:** 11/5/2024

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**Sponsor:** Property Management

**Title**

Professional Services Agreement with Apex Facility Solutions for Guaranteed Energy Savings Project Directed Engineering Study

**Recommendation**

1. Approve the selection of and agreement with Apex Facility Solutions, LLC, 3495 Northdale Blvd. NW, Suite 230, Coon Rapids, MN 55448, for the guaranteed energy savings project directed engineering study for the period of November 6, 2024 through November 5, 2025, for a not-to-exceed amount of \$64,450.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.
4. Authorize the County Manager to execute the guaranteed energy savings project phase two agreement, and amendments to the agreement, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

**Background and Rationale**

Ramsey County's 2017 Strategic Energy Plan identifies a goal of 30% reduction (against a 2008 baseline) in energy use and carbon emissions by 2025, and an 80% reduction by 2050. Property Management has tracked energy consumption in its directly managed facilities since 2008 and began intensive departmentwide energy reduction initiatives for the buildings in 2015. As of year-end 2023, Property Management has achieved a 41.3% reduction in energy consumption from the 2008 baseline for these facilities.

The proposed project represents an innovative and cost-effective approach to implementing additional energy savings measures across county facilities, that would serve towards attaining the 80% energy reduction goal for 2050. The directed engineering study work for the guaranteed energy savings project will provide professional review of existing facility systems and equipment, while also exploring other potential improvements, to determine the actual energy savings and return on investment that would result from specific recommended improvements at specific facilities. The guaranteed energy savings project offers an alternative funding solution for major projects that reduces the need for county Capital Improvement Program funding.

Section 471.345 of Minnesota Statutes includes provisions for energy efficiency projects and guaranteed energy savings contracts. The guaranteed energy savings project will be completed in a phased approach, with each phase being the subject of a separate agreement. The agreement for the directed engineering study was developed in compliance with that statute. If executed, the phase two agreement will also comply with the statute.

The scope of the directed engineering study includes the following:

- Lighting Improvements
- Building Envelope Improvements

- Water Conservation Improvements
- Ductwork Sealing
- Spatial Destratification
- Solar Technology
- Power Factor Correction
- HVAC Controls
- Variable Air Volume (VAV) Box Occupancy Controls
- Boiler Controls and Economization
- Cooling Systems

At the conclusion of the directed engineering study, Apex Facility Solutions shall submit to the county a proposal for the phase two project work, including the design recommendations and proposed guaranteed energy savings, along with a detailed analysis of the cost savings and project costs anticipated to be paid over a period not-to-exceed 20 years. If the county decides to proceed with the phase two agreement, it will include construction project work, including project bidding and construction administration.

Ramsey County reserves the right to enter into an agreement for phase two guaranteed energy savings project work with Apex Facility Solutions, LLC.

**County Goals** (Check those advanced by Action)

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

This project will provide opportunities for racially diverse contractors and employees. The agreement for the phase two project work will include goals for Small Business Enterprise (SBE) utilization as well as workforce inclusion goals for minority and female labor participation on the project. Efforts to reduce carbon emission and conserve energy provide for incremental progress in the ongoing efforts to combat climate change, which has a disparate impact on racially and ethnically diverse communities.

**Community Participation Level and Impact**

There is no community participation associated with this agreement.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The guaranteed energy savings project will be funded by the cost savings achieved by implementing the recommended energy efficiency measures identified by the directed engineering study. Such savings will be guaranteed by the contractor and memorialized in the phase two agreement. Should the actual savings fall short of the estimated savings, the contractor will be responsible for paying the county the difference.

If Ramsey County and Apex Facility Solutions are unable to come to an agreement for the phase two project work, then the fee for the directed engineering study will be paid to Apex Facility Solutions in an amount of \$59,450. This fee, plus any reimbursable expenses (not to exceed \$5,000) owed to Apex Facility Solutions for the directed engineering study, will be funded by the Property Management Building Operations operating budget.

**Last Previous Action**

None.

**Attachments**

1. Professional Services Agreement with Apex Facility Solutions.



## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Property Management, 121 7th Place East, Suite 2200, Saint Paul, MN 55101 ("County") and Apex Facility Solutions, LLC, 3495 Northdale Blvd NW, Suite 230, Coon Rapids, MN 55448, registered as a Limited Liability Company in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from November 6, 2024 through November 5, 2025 and may be renewed for up to two (2) additional one year period(s).

The full term of this agreement (including renewals) is 3 year(s), 0 month(s) and 0 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.

Contractor will perform a directed engineering study to determine the feasibility of entering into

a guaranteed energy savings project for the procurement and installation of energy efficiency measure, renewable energy measure, and capital improvement measures.

**2.2.**

The Contractor shall develop facility improvement measures including but not limited to the following:

- Lighting improvements,
- Building envelope improvements,
- Water conservation upgrades,
- Duct sealing,
- Power factor correction,
- HVAC and control modifications and upgrades,
- On-site solar installations,
- Other energy or maintenance savings improvements,
- Capital improvements as defined by the County and Contractor.

**2.3.**

To implement the identified facility improvement measures, the Contractor shall develop investment grade improvements for the following locations (table to be updated):

| Building                        | Address                    |                           | Sq. Ft. |
|---------------------------------|----------------------------|---------------------------|---------|
| Metro                           | 121 7th Place East         | St. Paul, MN 55101        | 386,854 |
| Courthouse                      | 15 West Kellogg Blvd       | St. Paul, MN 55102        | 371,933 |
| Law Enforcement Center          | 425 Grove Street           | St. Paul, MN 55102        | 312,650 |
| Public Works Facility           | 1425 Paul Kirkwood Drive   | Arden Hills, MN 55112     | 224,125 |
| RCCF                            | 297 South Century Avenue   | Maplewood, MN 55119       | 187,783 |
| JFJC                            | 25 West 7th Street         | St. Paul, MN 55102        | 180,562 |
| Landmark Center                 | 75 West Fifth Street       | St. Paul, MN 55102        | 133,200 |
| Wabasha                         | 360 Wabasha St. N          | St. Paul, MN 55102        | 103,039 |
| Plato                           | 90 West Plato Blvd         | St. Paul, MN 55102        | 87,348  |
| Roseville Library               | 2180 Hamline Avenue North  | Roseville, MN 55113       | 70,588  |
| Sheriff's Patrol Station        | 1410 Paul Kirkwood Drive   | Arden Hills, MN 55112     | 44,000  |
| 402 University                  | 402 University Avenue      | St. Paul, MN 55102        | 38,600  |
| Shoreview Library               | 4570 North Victoria        | Shoreview, MN 55126       | 34,000  |
| Maplewood Library               | 3025 Southlawn Drive       | Maplewood, MN 55119       | 30,920  |
| Emergency Communications Center | 388 13th Street            | St. Paul, MN 55102        | 29,072  |
| Sheriff's Water Patrol Station  | 5 South Owasso Boulevard   | Little Canada, MN 55117   | 25,552  |
| Family Service Center           | 2001 No. Van Dyke Ave      | Maplewood, MN 55109       | 20,000  |
| White Bear Library              | 4698 Clark Avenue          | White Bear Lake, MN 55110 | 17,000  |
| Suburban Courts                 | 2050 White Bear Avenue     | Maplewood, MN 55107       | 15,188  |
| Medical Examiner's Office       | 300 East University Avenue | St. Paul, MN 55101        | 11,300  |
| Moundsview Library              | 2576 Highway 10 N.E.       | Moundsview, MN 55112      | 7,631   |

**2.4.**

Contractor will complete the directed engineering study and present, to the County, a final analysis within 150 calendar days from the execution of this Agreement. However, Contractor and the County may mutually agree to extend the dates on all associated deadlines for this Agreement in the event the County wishes to expand the scope of work to a degree sufficient to warrant an extension, e.g., a change in the scope of the engineering study requested by the County.

The County agrees to assist Contractor in performing the study. The County agrees to work diligently to provide full and accurate information. Contractor agrees to work diligently to

assess the validity of the provided information and to confirm or correct the information as needed.

**2.5.**

During the term of the contract, the County reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

**2.6.**

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.

**2.7.**

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 the following unit rates:

For all non-reimbursable work, compensation to Contractor shall be based on the completion of the directed engineering study, and the meeting of one of the following conditions:

- 1) If after the completion of the directed engineering study, Contractor finds that the implementation of the proposed project will not pay for itself through energy and operation savings within the 20 year proposed lifespan, in accordance with Minnesota Statute 471.345 Subdivision 13, there will be NO obligation of any payment to Contractors;
- 2) If during the completion of the directed engineering study, Contractor develops a self-funding project that complies with Minnesota Statute 471.345 Subdivision 13, and the County chooses NOT to pursue the project and not to execute a Guaranteed Energy Savings Performance contract with Contractor, County shall make payment to Contractor in an amount of \$59,450.00; or
- 3) If the County and Contractor execute a Guaranteed Energy Savings Performance contract for the project, in accordance with Minnesota Statute 471.345 Subdivision 13, then compensation for this Agreement will be incorporated into the Guaranteed Energy Savings Performance contract and funded as part of that project. However, if a Guaranteed Energy Savings Performance contract is not executed within 180 days of the completion of the directed engineering study, County shall make payment to the Contractor in an amount of \$59,450.00, and payment to the Contractor under a Guaranteed Energy Savings Performance contract for the project will be reduced in the same amount. Contractor and County may mutually agree to extend this deadline.

**4.2.**

Additionally, the County will reimburse the Contractor for the actual cost of out-of-pocket expenses incurred in the performance of services under this Agreement, up to a maximum not

to exceed payment of \$5,000.00. Each invoice shall have attached to it receipts for expenses for which the Contractor is seeking reimbursement.

**4.3.**

Reimbursement of expenses will be made consistent with County policies. The County will reimburse only the actual cost of out of pocket expenses incurred for completion of the project. If reimbursement for travel is permitted, all airfare will first be authorized by the County and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by the resulting contract will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.

**5. Special Conditions**

**5.1. Ramsey County Information Services Coordination and Approval**

The Contractor, and any subcontractors, must coordinate and seek approval from Ramsey County Information Services for all telecommunications and information technology requirements prior to purchase or installation/implementation of a technology solution for the project.

**6. Contracting for Equity**

**6.1. Commitment to Advancing Racial Equity**

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

**6.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)**

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

*"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:*

*(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;*



*(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;*

*(3) that a violation of this section is a misdemeanor; and*

*(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."*

### **6.3. Equal Employment Opportunity and Civil Rights**

#### **6.3.1.**

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

#### **6.3.2.**

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

#### **6.3.3.**

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

##### **6.3.3.1.**

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

##### **6.3.3.2.**

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

##### **6.3.3.3.**

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

#### **6.4. Diverse Workforce Inclusion Resources**

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

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect 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 Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through [askworkforcesolutions@ramseycounty.us](mailto:askworkforcesolutions@ramseycounty.us) or by calling 651-266-9890.

### **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 as mutually agreed upon by Contractor and the 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.**

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

**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 Corey Schlosser 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**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

**7.9. Prison Rape Elimination Act (PREA)**

Contractor and staff will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. § 15601 *et seq.*), which establishes a zero-tolerance standard against sexual assault, and with all applicable PREA Standards including background checks, county policies related to PREA and county standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse with Facilities/Client Services owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" the county will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and county PREA policies may result in termination of the Agreement.

**7.10. Contractor's Insurance**

**7.10.1.**

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.

**7.10.2.**

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.

**7.10.3.**

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

**7.10.3.1.**

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.

**7.10.4.**

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

**7.10.4.1.**

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.

**7.10.4.2.**

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.

**7.10.5. Workers' Compensation**

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

**7.10.6.**

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.

**7.10.7.**

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.

**7.10.8.**

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

**7.10.9.**

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, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

**7.10.10.**

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 and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

**7.10.11.**

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-.

**7.10.12.**

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.

**7.10.13.**

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.

**7.10.14.**

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

### **7.11. 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.

### **7.12. 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:**

Nick Fahey, Property Management, 121 7th Place East, Suite 2200, Saint Paul, MN 55101

#### **Contractor:**

Corey Schlosser, Apex Facility Solutions LLC, 3495 Northdale Blvd NW, Suite 230, Coon Rapids, MN 55448

### **7.13. 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.

### **7.14. 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.

### **7.15. 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.

### **7.16. 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.



**7.17. 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.

**7.18. 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.

**7.19. Termination**

**7.19.1.**

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.

**7.19.2.**

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.

**7.19.3.**

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.

**7.20. Interpretation of Agreement; Venue**

**7.20.1.**

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.

**7.20.2.**

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.

### **7.21. 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.

### **7.22. Infringement**

#### **7.22.1.**

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.

#### **7.22.2.**

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 enjoinderment 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.

### **7.23. 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. 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.

### **7.25. 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.**

\*\*\*Manually Add Special Conditions in this Section\*\*\*

**Item Number:** 2024-482

**Meeting Date:** 11/5/2024

**Sponsor:** Property Tax, Records & Election Services

### Title

Joint Powers Agreement with the State of Minnesota for Election Recount Services

### Recommendation

1. Approve the Joint Powers Agreement with the state of Minnesota for election recount services for the period upon execution through December 31, 2024.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

### Background and Rationale

The State of Minnesota is in need of election recount services pursuant to Minnesota Statutes, section 204C.35, subdivision 1 and Minnesota Rules, part 8235.0200 for the 2024 general election, as necessary. Since the County Auditor is required to retain, in a secure fashion, voted ballots from the 2024 general election, and all the other documents required to properly conduct a recount, it has been the standard practice of Ramsey County to perform the recount duties on behalf of the state of Minnesota for the precincts located within Ramsey County. Historically, all counties in the state of Minnesota perform state recounts under an agreement with the state. This action will bring Ramsey County into consistency with the other counties if there is a statewide recount in 2024.

### County Goals (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

By performing the recount duties on behalf of the state, Ramsey County will be able to equally employ election judges to conduct the recount who represent the racial demographics of Ramsey County. This action will redirect the additional payroll costs of a recount to Ramsey County resident election judges, not state employees.

### Community Participation Level and Impact

This action will allow Ramsey County resident election judges to be involved with a state recount.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

The Joint Powers Agreement offers Ramsey County a reimbursement of \$0.04 per ballot counted on the state's behalf. The Ramsey County Elections Office anticipates close to 300,000 ballots will be cast in the 2024 general election in Ramsey County. A required recount for state offices that includes every precinct in Ramsey County, such as the office of President, would have an anticipated cost around \$35,000. The state's reimbursement would cover \$12,000, the Ramsey County Elections Office will cover \$23,000. A recount for state offices that only include a limited number of precincts, such as state legislative offices, would have an anticipated cost around \$4,000. The state's reimbursement would cover \$1,000 and the Ramsey County Elections Office will cover \$3,000.

**Last Previous Action**

**Attachments**

1. Joint Powers Agreement with the State of Minnesota
2. Appendix\_A
3. Appendix B
4. Appendix C
5. Appendix D



# State of Minnesota

## Joint Powers Agreement

SWIFT Contract Number: 253368

This Agreement is between the State of Minnesota, acting through its Secretary of State, Steve Simon, of the Office of the Secretary of State ("State") and the County Auditor of each of the Counties or the Municipal Clerk of each of the cities or towns listed in Appendix A.<sup>1</sup> ("Governmental Unit").

### Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of election recount services for the automatic recount of votes pursuant to Minnesota Statutes, section 204C.35, subd. 1 and Minnesota Rules, part 8235.0200, for the 2024 general election, as necessary for state offices. The Governmental Unit represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

### Agreement

#### 1. Term of Agreement

- 1.1 Effective Date: September 30, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: December 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Agreement between the Parties

Pursuant to Minnesota Rules, part 8235.0200, the State shall designate all Governmental Units who enter into this agreement, as listed in Appendix A (which may be updated from time to time) as Recount Officials for the purpose of conducting any recount required under Minnesota Statutes section 204C.35 related to the November 2024 state general election. The Governmental Unit shall perform the recount of any votes cast in the county or city or town in which the Governmental Unit is the County Auditor or Municipal Clerk respectively and in any additional jurisdiction mutually agreed upon by Governmental Unit and the State. The Governmental Unit shall conduct the recount in accordance with all applicable Minnesota laws and rules and the Minnesota Recount Guide, which are attached to this agreement as Appendices B, C and D, respectively, as well as any additional information or guidance the State provides.

The Governmental Unit shall begin the recount as soon as permitted under Minnesota law and shall continue it until (1) all ballots in the jurisdictions being counted by the Governmental Unit are counted or designated as challenged or (2) an election contest is filed in any of these elections and the court takes jurisdiction of the matter, whichever comes first. Should an election contest be filed, the State may cancel this agreement immediately and without any further payment to the Governmental Unit beyond what has already been incurred.

The Governmental Unit shall complete the recount pursuant to any deadlines required under law and, if no deadlines, exist, as soon as practicable. At the conclusion of the recount process in the county or city, the

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<sup>1</sup> Appendix A is on file with the State and can be provided upon request.

Governmental Unit shall, at the expense of the State, deliver results of the recount, along with all explanatory notes and any ballots challenged by candidates in the election to the State by personal delivery or express courier, to the State at the following address:

Office of the Minnesota Secretary of State  
Elections Division  
First National Bank Building  
332 Minnesota Street, Suite N201  
Saint Paul, MN 55101

### 3. **Payment**

- a) **Compensation.** Governmental Unit will be paid four cents for each ballot sorted and counted under Minnesota Rules, part 8235.0800 in the course of any recount covered by this agreement, with a minimum payment of \$100. The State will provide the Governmental Unit with a reimbursement form for the Governmental Unit to submit detailing the number of ballots handled. This total will be verified by the State prior to issuing payment.
- b) **Travel.** No travel expenses will be paid.

The total obligation of the State under this Agreement will not exceed \$130,000 for all Governmental Units.

### 4. **Authorized Representatives**

The State's Authorized Representative is David Maeda, Director of Elections, Veterans Services Building, 20 W 12<sup>th</sup> Street, Suite 210, St. Paul, MN 55155, 651-556-0612, or his/her successor.

The Governmental Unit's Authorized Representative is the County Auditor or Municipal Clerk listed in Appendix A who has signed the agreement, or his/her successor.

### 5. **Assignment, Amendments, Waiver, and Contract Complete.**

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors, except that the Governmental Unit may designate one more deputy recount officials under Minnesota Rules, part 8235.0700.
- 5.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

## 7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

## 8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

## 9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.


10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print Name: Jennifer Kurz  
Signature:   
Title: Fiscal Services Supv/Buyer Date: 7/24/2024  
SWIFT Contract No. 253368  
SWIFT PO No. G5301-3000004909

**2. Governmental Unit**

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**3. State Agency**

*With delegated authority*

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Admin ID: \_\_\_\_\_



| County     | Deputy Recount Official FN | Deputy Recount Official LN | Phone          | Email                                    | Building Name                           | Room Number/Name                           | Street Address          | City           | State | Zip       | Number of Teams               |
|------------|----------------------------|----------------------------|----------------|--|---|--|-------------------------|----------------|-------|-----------|-------------------------------|
| Aitkin     | Kirk                       | Peysar                     | (218) 927-7354 | auditor@co.aitkin.mn.us                  | Aitkin County Government Center         | Training Room/Board Room                   | 307 2nd Street NW       | Aitkin         | MN    | 56431     | 5                             |
| Anoka      | Tom                        | Hunt                       | (763) 324-1304 | tom.hunt@anokacountymn.gov               | Anoka County Government Center          | Atrium                                     | 2100 3rd Ave            | Anoka          | MN    | 55303     | 10                            |
| Becker     | Mary                       | Hendrickson                | (218) 846-7311 | mary.hendrickson@co.becker.mn.us         | Becker County Courthouse                | 2nd Floor Meeting Room-Original Courthouse | 915 Lake Avenue         | Detroit Lakes  | MN    | 56501     | 3                             |
| Beltrami   | JoDee                      | Treat                      | (218) 333-4175 | jodee.treat@co.beltrami.mn.us            | Beltrami County Administration Building | Board Room                                 | 701 Minnesota Ave NW    | Bemidji        | MN    | 56601     | 6                             |
| Benton     | Christine                  | Scherbing                  | (320) 968-5008 | cscherbing@co.benton.mn.us               | Benton County Government Center         | Board Room                                 | 531 Dewey Street        | Foley          | MN    | 56329     | TBD                           |
| Big Stone  | Michelle                   | Knutson                    | (320) 839-6366 | elections@bigstonecounty.gov             | Big Stone County Courthouse             | Elections Room                             | 20 2nd St SE            | Ortonville     | MN    | 56278     | One                           |
| Blue Earth | Michael                    | Stalberger                 | (507) 304-4257 | michael.stalberger@blueearthcountymn.gov | Historic Courthouse                     | 3rd Floor Conference Room                  | 204 S 5th Street        | Mankato        | MN    | 56001     | 3-5 but TBD based on election |
| Brown      | Kelly                      | Hotovec                    | (507) 233-6617 | kelly.hotovec@co.brown.mn.us             | Brown County Law Enforcement Center     | LEC Training Room                          | 15 S Washington Street  | New Ulm        | MN    | 56085     | 6                             |
| Carlton    | Kevin                      | DeVriendt                  | (218) 384-9127 | elections@carltoncountymn.gov            | Carlton County Transportation Building  | Large Conference Room                      | 1630 County Road 61     | Carlton        | MN    | 55718     | 4-6                           |
| Carver     | Kendra                     | Olson                      | (952) 361-1981 | kolson@co.carver.mn.us                   | Carver County Government Center         | Township Hall Conference Room              | 600 E 4th Street        | Chaska         | MN    | 55318     | 4                             |
| Cass       | Pamela                     | Smith                      | (218) 547-7295 | pamela.smith@casscountymn.gov            | Cass County                             | Commissioners Room                         | 303 Minnesota Ave W     | Walker         | MN    | 56484     | 4                             |
| Chippewa   | Michelle                   | May                        | (320) 269-7447 | michelle.may@chippewa.mn                 | Chippewa County Courthouse              | Assembly Room                              | 629 N. 11th Street      | Montevideo     | MN    | 56265     | 2                             |
| Chisago    | Bridgitte                  | Konrad                     | (651) 218-8509 | bridgitte.konrad@chisagocountymn.gov     | Chisago County Government Center        | Room 150B                                  | 313 North Main Street   | Center City    | MN    | 55012     | 4-6                           |
| Clay       | Lori                       | Johnson                    | (218) 299-5262 | lori.johnson@claycountymn.gov            | Clay County Government Center           | Training Room                              | 3510 12th Ave S         | Moorhead       | MN    | 56560-819 | 4                             |
| Clearwater | Allen                      | Paulson                    | (218) 694-6520 | allen.paulson@clearwatercountymn.gov     | Clearwater County Courthouse            | Commissioner's Board Room                  | 213 Main Ave N          | Bagley         | MN    | 56621     | 1                             |
| Cook       | Braidy                     | Powers                     | (218) 387-3646 | braidy.powers@co.cook.mn.us              | Cook County Courthouse                  | Commissioner's Room                        | 411 West 2nd Street     | Grand Marais   | MN    | 55604     | 3 teams                       |
| Cottonwood | Carolyn                    | Rempel                     | (507) 831-1905 | carolyn.rempel@co.cottonwood.mn.us       | Cottonwood County Courthouse            | 1  | 900 3rd Avenue          | Windom         | MN    | 56101     | 2                             |
| Crow Wing  | Debby                      | Erickson                   | (218) 824-1049 | Debby.Erickson@crowwing.gov              | Land Services                           | Meeting Room 1 and 2                       | 326 Laurel St, Suite 22 | Brainerd       | MN    | 56401     | 4                             |
| Dakota     | Michelle                   | Blue                       | (651) 438-4314 | Michelle.Blue@co.Dakota.mn.us            | Dakota County Administration Center     | Boardroom                                  | 1590 Highway 55         | Hastings       | MN    | 55033     | 4                             |
| Dodge      | Sara                       | Marquardt                  | (507) 635-6233 | Sara.Marquardt@dodgecountymn.gov         | Government Services Building            | County Commissioner Room                   | 721 Main Street N       | Mantorville    | MN    | 55955     | 2 or 3                        |
| Douglas    | Vicki                      | Doehling                   | (320) 762-3881 | vickid@co.douglas.mn.us                  | Douglas County Administration Building  | County Board Room                          | 821 Cedar St            | Douglas County | MN    | 56308-171 | 2 - 4                         |
| Faribault  | Tammy                      | Emery                      | (507) 526-6212 | tammy.emery@co.faribault.mn.us           | Faribault County Courthouse             | Auditor's Office                           | 415 N Main Street       | Blue Earth     | MN    | 56013     | 5                             |

|                   |          |             |                |                                     |  |                                     |                               |                     |    |           |                              |
|-------------------|----------|-------------|----------------|-------------------------------------|--|-------------------------------------|-------------------------------|---------------------|----|-----------|------------------------------|
| Fillmore          | Heather  | Broadwater  | (507) 765-3811 | hbroadwater@co.fillmore.mn.us       | Courthouse                                 | 102                                 | 101 Fillmore Street           | Preston             | MN | 55965     | 2-4 as many as we would need |
| Freeborn          | Kelly    | Hendrickson | (507) 402-6169 | kelly.hendrickson@co.freeborn.mn.us | Freeborn County Courthouse                 | Freeborn Room                       | 411 S Broadway                | Albert Lea          | MN | 56007     | 4                            |
| Goodhue           | Micki    | O'Keefe     | (651) 385-3038 | micki.okeefe@goodhuecountymn.gov    | Goodhue County Government Center           | 301                                 | 509 W 5th St                  | Red Wing            | MN | 55066     | 2                            |
| Grant             | Chad     | VanSanten   | (218) 685-8236 | chad.vansanten@co.grant.mn.us       | Grant County Courthouse                    | Commissioners Room                  | 10 2nd Street NE              | Elbow Lake          | MN | 56531     | 1                            |
| Hennepin          | Virginia | Gelms       | (612) 348-5151 | hc.vote@hennepin.us                 | 625 Building                               | Auditorium                          | 625 4th Ave South             | Minneapolis         | MN | 55415     | 25                           |
| Houston           | Polly    | Heberlein   | (507) 725-5815 | polly.heberlein@co.houston.mn.us    | Houston County Historic Courthouse         | B11                                 | 304 S. Marshall St.           | Caledonia           | MN | 55921     | 3                            |
| Hubbard           | Kay      | Rave        | (218) 732-3196 | kay.rave@co.hubbard.mn.us           | Courthouse                                 | Boardroom                           | 301 COURT AVENUE              | PARK RAPIDS         | MN | 56484     | 2                            |
| Isanti            | Angie    | Larson      | (763) 689-1644 | angie.larson@co.isanti.mn.us        | Isanti County Government Center            | Board Room                          | 555 18th Ave SW               | CAMBRIDGE           | MN | 55008     | 2-3                          |
| Itasca            | Austin   | Rohling     | (218) 259-0595 | austin.rohling@co.itasca.mn.us      | Itasca County Courthouse                   | j135                                | 123 NE 4th Street             | Grand Rapids        | MN | 55744     | TBD                          |
| Jackson           | Kevin    | Nordquist   | (507) 847-2763 | kevin.nordquist@co.jackson.mn.us    | Courthouse                                 | Board Room                          | 405 4th St                    | Jackson             | MN | 56143-158 | 2                            |
| Kanabec           | Denise   | Snyder      | (320) 679-6430 | denise.snyder@co.kanabec.mn.us      | Kanabec County Courthouse                  | Rooms 3/4                           | 317 Maple Ave East            | Mora                | MN | 55051     | 3                            |
| Kandiyohi         | Mark     | Thompson    | (320) 231-6202 | mark.thompson@kcmn.us               | County Office Building                     | Basement                            | 400 Benson Ave SW             | Willmar, MN         | MN | 56201     | 3                            |
| Kittson           | Shirley  | Swenson     | (218) 843-3499 | sswenson@co.kittson.mn.us           | Kittson County                             | Upstairs Meeting Room               | 410 5th Street South, Ste 214 | Hallock             | MN | 56728     | 3                            |
| Koochiching*      | Joan     | Nelson      | (218) 283-1112 | joan.nelson@co.koochiching.mn.us    | Koochiching County Courthouse              | Board Room                          | 715 4th St                    | International Falls | MN | 56649     | 4                            |
| Lac qui Parle     | Kelly    | Vaala       | (320) 598-7444 | kelly.vaala@lqpc.com                | Courthouse                                 | Commissioner's Room                 | 600 6th St                    | Madison             | MN | 56256     | 3                            |
| Lake              | Linda    | Libal       | (218) 834-8316 | linda.libal@co.lake.mn.us           | Lake County Law Enforcement Center         | Meeting Room                        | 613 3rd Avenue                | Two Harbors         | MN | 55616     | 6                            |
| Lake of the Woods | Lorene   | Hanson      | (218) 634-4503 | lorene_h@co.lotw.mn.us              | Lake of the Woods County Government Center | Commissioners Room                  | 206 8th Ave SE, Suite 260     | Baudette            | MN | 56623     | 2                            |
| Le Sueur          | Carol    | Blaschko    | (507) 357-2251 | cblaschko@co.le-sueur.mn.us         | Le Sueur County Government Center          | Commissioners Board Room            | 88 South Park Ave             | Le Center           | MN | 56057     | 2                            |
| Lincoln           | Deborah  | Vierhuf     | (507) 694-1134 | dvierhuf@co.lincoln.mn.us           | Courthouse                                 | Assembly Room or Commissioners Room | 319 N Rebecca                 | Ivanhoe             | MN | 56142     | Three teams                  |
| Lyon              | Aurora   | Hearde      | (507) 537-6050 | auroraheard@co.lyon.mn.us           | Lyon County Government Center              | Commissioners Room                  | 607 W Main Street             | Marshall            | MN | 56258     | 4                            |
| Mahnomen          | Brenda   | Lundon      | (218) 935-5669 | brenda.lundon@co.mahnomen.mn.us     | Mahnomen County Courthouse                 | Basement Meeting Room               | 311 North Main Street         | Mahnomen            | MN | 56557     | 2                            |
| Marshall          | Scott    | Peters      | (218) 745-4851 | scott.peters@co.marshall.mn.us      | Marshall County Courthouse                 | Meeting Room #1                     | 208 E Colvin Ave              | Warren              | MN | 56762     | 4                            |
| Martin            | Denise   | Wille       | (507) 238-3266 | Denise.Wille@co.martin.mn.us        | Martin County Courthouse                   | 202                                 | 201 Lake Ave # 202            | Fairmont            | MN | 56031     | TBD                          |
| McLeod            | Connie   | Kurtzweg    | (320) 864-1235 | connie.kurtzweg@mcleodcountymn.gov  | McLeod County Government Center            | 111 Martin McLeod Boardroom         | 520 Chandler Avenue N         | Glencoe             | MN | 55336     | 4                            |
| Meeker            | Barbara  | Loch        | (320) 693-5212 | barb.loch@co.meeker.mn.us           | Courthouse                                 | Community rooms                     | 325 North Sibley              | Litchfield          | MN | 55355     | 2                            |
| Mille Lacs        | Brenda   | Eklund      | (320) 983-8302 | brenda eklund@millelacs.mn.gov      | Historic Courthouse                        | Conference Room D                   | 635 2nd St SE                 | Milaca              | MN | 56353     | 2                            |
| Morrison          | Joyce    | Kahl        | (320) 632-0132 | joycek@co.morrison.mn.us            | County Courthouse                          | Board Room                          | 213 SE 1st Ave                | Little Falls        | MN | 56345     | yes                          |
| Mower             | Scott    | Felten      | (507) 437-9457 | scottf@co.mower.mn.us               | Government Center                          | Ballroom/Vault                      | 201 1st St NE                 | Austin              | MN | 55912     | 6-9 teams                    |

|             |           |                       |                |                                      |                                     |                                     |                             |                   |    |           |           |
|-------------|-----------|-----------------------|----------------|--------------------------------------|-------------------------------------|-------------------------------------|-----------------------------|-------------------|----|-----------|-----------|
| Murray      | Heidi     | Winter                | (507) 836-1152 | hwinter@co.murray.mn.us              | Murray County Government Center     | Commissioner Room                   | 2500 28th Street            | Slayton           | MN | 56172     | 2         |
| Nicollet    | Jaci      | Kopet                 | (507) 934-7800 | Jaci.kopet@co.nicollet.mn.us         | Nicollet County Government Center   | County Board Room                   | 501 S Minnesota Ave         | Saint Peter       | MN | 56082     | 5         |
| Nobles      | Joyce     | Jacobs                | (507) 295-5258 | jcjacobs@co.nobles.mn.us             | Nobles County Government Center     | Farmers Room                        | 315 Tenth Street            | Worthington       | MN | 56187     | 4 teams   |
| Norman      | Donna     | Hanson                | (218) 784-5471 | donna.hanson@co.norman.mn.us         | Norman County                       | Board Room                          | 16 3rd Ave E                | Ada, MN           | MN | 56510     | 3         |
| Olmsted     | Luke      | Turner                | (507) 328-7651 | luke.turner@olmstedcounty.gov        | 2122                                | 186                                 | 2122 Campus Dr Suite 300    | Rochester         | MN | 55904     | 12        |
| Otter Tail  | Wayne     | Stein                 | (218) 998-8041 | wstein@ottertailcounty.gov           | Government Services Center          | Commissioners/Otter Tail Lake Rooms | 510 Fir Ave W               | Fergus Falls      | MN | 56537     | 6-8       |
| Pennington  | Jennifer  | Herzberg              | (218) 683-7000 | jmherzberg@co.pennington.mn.us       | Pennington County Government Center | Meeting Room B                      | 101 Main Ave N              | Thief River Falls | MN | 56701     | 2         |
| Pine        | Kelly     | Schroeder             | (320) 591-1668 | kelly.schroeder@co.pine.mn.us        | Pine County Courthouse              | County board room                   | 635 Northridge Dr NW        | Pine City         | MN | 55063     | 10        |
| Pipestone   | Amanda    | Baaron Sandy          | (507) 825-1140 | amanda.sandy@pcmn.us                 | Pipestone County Courthouse         | Community Room                      | 416 S Hiawatha Ave          | Pipestone         | MN | 56164     | as needed |
| Polk        | Samuel    | Melbye                | (218) 281-2554 | sam.melbye@co.polk.mn.us             | Polk County Government Center       | 332                                 | 612 N Broadway              | Crookston         | MN | 56716     | 3         |
| Pope        | Stephanie | Rust                  | (320) 634-7706 | stephanie.rust@popecountymn.gov      | Pope County Courthouse              | Board Room                          | 130 E Minnesota Ave         | Glenwood          | MN | 56334     | unknown   |
| Ramsey      | David     | Triplett              | (651) 266-2206 | david.triplett@co.ramsey.mn.us       | Plato Building                      | Suite 160                           | 90 W Plato Blvd             | St. Paul          | MN | 55102     | 4 to 8    |
| Red Lake    | Kelsey    | Gervais               | (218) 253-2598 | kmgervais@co.red-lake.mn.us          | Courthouse                          | Commissioners Boardroom             | 124 Langevin Ave            | Red Lake Falls    | MN | 56750     | 2         |
| Redwood     | Jean      | Price                 | (507) 637-4013 | jean_p@co.redwood.mn.us              | Government Center                   | Board Room or Conference Room       | 403 S Mill St               | Redwood Falls     | MN | 56283     | 1         |
| Renville    | Lisa      | Herges                | (320) 523-3754 | lisa.herges@renvillecountymn.gov     | Courthouse                          | Old Board Room                      | 500 E DePue Ave Ste 202     | Olivia            | MN | 56277     | 2         |
| Rice        | Denise    | Anderson              | (507) 332-6133 | denise.anderson@ricecounty.mn.us     | Rice County Services Building       | Training Room                       | 320 3rd St NW               | Faribault         | MN | 55021     | 4         |
| Rock        | Ashley    | Kurtz                 | (507) 283-5060 | ashley.kurtz@co.rock.mn.us           | Rock County Courthouse              | Herreid Board Room                  | 204 E Brown St              | Luverne           | MN | 56156     | 4         |
| Roseau      | Martha    | Monsrud               | (218) 463-1282 | martie@co.roseau.mn.us               | Roseau County Courthouse            | Boardroom                           | 606 5th Ave. SW Room 140    | Roseau            | MN | 56751     | 6         |
| Saint Louis | Nancy     | Nilsen                | (218) 726-2385 | nilsenn@stlouiscountymn.gov          | Courthouse                          | Room 200 / County Boardroom         | 100 N 5th Ave W Ste 214     | Duluth            | MN | 55802-128 | 6         |
| Scott       | Julie     | Hanson                | (952) 496-8057 | jhanson@co.soctt.mn.us               | Scott County Government Center      | GW166/167 and GW170                 | 200 4th Ave W               | Shakopee          | MN | 55379     | 10        |
| Sherburne   | Diane     | Arnold (or successor) | (763) 765-4363 | diane.arnold@co.shrburne.mn.us       | Sherburne County Government Center  | Maple Room                          | 13880 Business Center Dr NW | Elk River         | MN | 55330     | 4         |
| Sibley      | Marilee   | Peterson              | (507) 237-4070 | elections@sibleycounty.gov           | Sibley County Courthouse            | Annex Basement                      | 400 Court Ave               | Gaylord           | MN | 55334     | 4-6       |
| Stearns     | Randy     | Schreifels            | (320) 656-3900 | randy.schreifels@stearnscountymn.gov | Stearns County Service Center       | Conference Room 1104                | 3301 County Road 138        | Waite Park        | MN | 56387     | 6-8       |
| Steele      | Jennifer  | Mueller               | (507) 444-7414 | Jennifer.Mueller@SteeleCountyMN.gov  | Steele County Administration Center | Boardroom                           | 630 630 Florence Ave        | Owatonna          | MN | 55060     | 4         |
| Stevens     | Stephanie | Buss                  | (320) 208-6566 | stephaniebuss@co.stevens.mn.us       | Courthouse                          | EOC                                 | Stevens County Courthouse   | Morris            | MN | 56267     | 3         |
| Swift       | Joe       | Tschida               | (320) 842-5891 | joe.tschida@swiftmn.us               | Swift County Courthouse             | Auditor's Office                    | 301 14th St N               | Benson            | MN | 56378     | 2         |

|                    |                   |           |                |                                       |   |                                    |                            |                  |    |       |  |
|--------------------|-------------------|-----------|----------------|---------------------------------------|---|------------------------------------|----------------------------|------------------|----|-------|--|
| Todd               | Denise            | Gaida     | (320) 732-4472 | denise.gaida@co.todd.mn.us            | Todd County Historic Courthouse             | Commissioner's Boardroom           | 215 1st Avenue S           | Long Prairie     | MN | 56347 | 2                                      |
| Traverse           | Kit               | Johnson   | (320) 422-7740 | kit.johnson@co.traverse.mn.us         | Traverse County Courthouse                  | main floor meeting room            | 702 2nd Ave N              | Wheaton          | MN | 56296 | 1                                      |
| Wabasha            | Francie           | Warren    | (651) 565-2648 | fwarren@co.wabasha.mn.us              | Wabasha County Building                     | Commissioner's Room                | 625 Jefferson Ave          | Wabasha          | MN | 55981 | 3                                      |
| Wadena             | Christine         | Kempenich | (218) 631-7792 | Christine.Kempenich@wcmn.us           | Wadena County Courthouse                    | 228                                | 415 Jefferson St S         | Wadena           | MN | 56482 | 2                                      |
| Waseca             | Tamara<br>(Tammy) | Spooner   | (507) 835-0616 | tammy.spooner@wasecacounty.gov        | Waseca County Courthouse                    | Conference Room                    | 307 N State St             | Waseca<br>County | MN | 56093 | 1                                      |
| Washington         | Christie          | Piskura   | (651) 430-8272 | christine.piskura@co.washington.mn.us | Washington County Government<br>Center      | LL Conference Room                 | 14949 62nd St N            | Stillwater       | MN | 55082 | 12-16                                  |
| Watonwan           | Kelly             | Pauling   | (507) 375-1210 | kelly.pauling@co.watonwan.mn.us       | Human Services                              | Community Room                     | 715 2nd Ave S              | St. James        | MN | 56081 | 3                                      |
| Wilkin             | Matthew           | Walberg   | (218) 643-7165 | mwalberg@wilkincounty.gov             | Wilkin County Courthouse                    | Commissioner's Room                | 300 5th St S               | Breckenridge     | MN | 56520 | 15                                     |
| Winona             | Chelsi            | Wilbright | (507) 457-6322 | cwilbright@winona.mn.us               | County Office Building                      | Board Room                         | 202 W 3rd Street           | Winona           | MN | 55987 | unknown-<br>never been<br>through this |
| Wright             | Tyler             | Webster   | (952) 254-0633 | tyler.webster@co.wright.mn.us         | Wright County Government Center             | 1101, 1102,1103 Conference<br>Room | 3650 Braddock Avenue<br>NE | Buffalo          | MN | 55313 | As needed                              |
| Yellow<br>Medicine | Janel             | Timm      | (320) 313-3129 | janel.timm@co.ym.mn.gov               | Yellow Medicine County<br>Government Center | County Boardroom                   | 180 8th Ave                | Granite Falls    | MN | 56241 | 2                                      |

\*Koochiching - only for general election

## RECOUNTS

### 204C.35 FEDERAL, STATE, AND JUDICIAL RACES.

Subdivision 1. **Publicly funded recounts.** (a) In a state primary when the difference between the votes cast for the candidates for nomination to:

(1) a state legislative office is less than one-half of one percent of the total number of votes counted for that nomination or is ten votes or less and the total number of votes cast for the nomination is 400 votes or less; or

(2) a statewide federal office, state constitutional office, statewide judicial office, congressional office, or district judicial office is less than one-quarter of one percent of the total number of votes counted for that nomination or is ten votes or less and the total number of votes cast for the nomination is 400 votes or less; and the difference determines the nomination, the canvassing board with responsibility for declaring the results for that office shall manually recount the vote upon receiving a written request from the candidate whose nomination is in question.

Immediately following the meeting of the board that has responsibility for canvassing the results of the nomination, the filing officer must notify the candidate that the candidate has the option to request a recount of the votes at no cost to the candidate. This written request must be received by the filing officer no later than 5:00 p.m. on the second day after the canvass of the primary for which the recount is being sought.

(b) In a state general election when the difference between the votes of a candidate who would otherwise be declared elected to:

(1) a state legislative office is less than one-half of one percent of the total number of votes counted for that office or is ten votes or less and the total number of votes cast for the office is 400 votes or less; or

(2) a statewide federal office, state constitutional office, statewide judicial office, congressional office, or district judicial office and the votes of any other candidate for that office is less than one-quarter of one percent of the total number of votes counted for that office or is ten votes or less if the total number of votes cast for the office is 400 votes or less, the canvassing board shall manually recount the votes upon receiving a written request from the candidate whose election is in question.

Immediately following the meeting of the board that has responsibility for canvassing the results of the general election, the filing officer must notify the candidate that the candidate has the option to request a recount of the votes at no cost to the candidate. ~~This~~ Except as provided in subdivision 2b, the written request must be received by the filing officer no later than 5:00 p.m. on the second day after the canvass of the election for which the recount is being sought.

(c) A recount must not delay any other part of the canvass. The results of the recount must be certified by the canvassing board as soon as possible.

(d) Time for notice of a contest for an office which is recounted pursuant to this section shall begin to run upon certification of the results of the recount by the canvassing board.

**Subd. 2. Discretionary candidate recounts.** (a) A losing candidate whose name was on the ballot for nomination or election to a statewide federal office, state constitutional office, statewide judicial office, congressional office, state legislative office, or district judicial office may request a recount in a manner provided in this section at the candidate's own expense when the vote difference is greater than the difference required by this section. The votes shall be manually recounted as provided in this section if the candidate files a request during the time for filing notice of contest of the primary or election for which a recount is sought.

(b) The requesting candidate shall file with the filing officer a bond, cash, or surety in an amount set by the filing officer for the payment of the recount expenses. The requesting candidate is responsible for the following expenses: the compensation of the secretary of state, or designees, and any election judge, municipal clerk, county auditor, administrator, or other personnel who participate in the recount; necessary supplies and travel related to the recount; the compensation of the appropriate canvassing board and costs of preparing for the canvass of recount results; and any attorney fees incurred in connection with the recount by the governing body responsible for the recount.

(c) a discretionary recount of a primary must not delay delivery of the notice of nomination to the winning candidate under section 204C.32.

(d) The requesting candidate may provide the filing officer with a list of up to three precincts that are to be recounted first and may waive the balance of the recount after these precincts have been counted. If the candidate provides a list, the recount official must determine the expenses for those precincts in the manner provided by paragraph (b).

(e) The results of the recount must be certified by the canvassing board as soon as possible.

(f) If the winner of the race is changed by the optional recount, the cost of the recount must be paid by the jurisdiction conducting the recount.

(g) If a result of the vote counting in the manual recount is different from the result of the vote counting reported on election day by a margin greater than ~~the standard for acceptable performance of voting systems provided in section 206.89, subdivision 4, two votes and greater than one-quarter of one percent of the number of ballots counted,~~ the cost of the recount must be paid by the jurisdiction conducting the recount.

**Subd. 2a. Constitutional amendment recount.** In a state general election when the difference between the number of "yes" votes cast on ratification of a proposed constitutional amendment is within one-quarter percent of the number of all other ballots cast as the election, the canvassing board shall manually recount the votes on that question, including the number of "yes" or "no" votes on the question, and the number of ballots that did not cast a vote on the question. The results of the recount must be certified by the canvassing board as soon as possible.

**Subd. 2b. Recount for presidential electors.** Any request for recount for the election of presidential electors, whether publicly funded or discretionary, must be made by 5 p.m. on the day after the canvass is completed. Any recount of votes under this section for the election of presidential electors must be completed and certified by the canvassing board no later than six days after the recount is requested.

Subd. 3. **Scope of recount.** A recount conducted as provided in this section is limited in scope to the determination of the number of votes validly cast for the office or question to be recounted. Only the ballots cast in the election and the summary statements certified by the election judges may be considered in the recount process. Original ballots that have been duplicated under section 206.86, subdivision 5, are not within the scope of a recount and must not be examined except as provided by a court in an election contest under chapter 209.

Subd. 4. **Filing officer.** For the purpose of this section, the secretary of state is the filing officer for candidates for all federal offices and for state offices voted on in more than one county. The county auditor is the filing officer for state offices voted on in only one county.

Subd. 5. **Challenged ballots.** Notwithstanding any law to the contrary, a canvassing board may direct a recount official to make images of ballots challenged by a candidate in a recount available to the public.

**History:** 1981 c 29 art 5 s 35; 1981 c 187 s 1; 1983 c 253 s 17; 1989 c 291 art 1 s 14; 1990 c 486 s 1; 1993 c 68 s 1; 1998 c 254 art 2 s 24; 1Sp2001 c 10 art 18 s 28; 2004 c 293 art 2 s 27; 2008 c 336 s 2, 3; 2010 c 201 s 44, 45; 2013 c 131 art 2 s 37, 38; 2015 c 70 art 1 s 42-43; 1Sp2021 c 12 art 4 s 12-13; 2023 c 62 art 4 s 97; 2024 c 112 art 2 32-24

#### **204C.361 RULES FOR RECOUNTS.**

(a) The secretary of state shall adopt rules according to the Administrative Procedure Act establishing uniform recount procedures. All recounts provided for by sections 204C.35, 204C.36, and 206.88, shall be conducted in accordance with these rules.

(b) Notwithstanding Minnesota Rules, part 8235.0800, the requirement that ballots be recounted by precinct means that a recount official shall maintain the segregation of ballots by precinct but the recount official may recount more than one precinct at a time in physically separate locations within the room in which the recount is administered.

**History:** 1983 c 253 s 18; 1989 c 291 art 1 s 16; 1990 c 426 art 1 s 25; 2004 c 293 art 2 s 29

**CHAPTER 8235**  
**SECRETARY OF STATE**  
**RECOUNTS**

- 8235.0200 RECOUNTS.
- 8235.0300 NOTICE.
- 8235.0400 SECURING BALLOTS AND MATERIALS.
- 8235.0600 FACILITIES AND EQUIPMENT.
- 8235.0700 GENERAL PROCEDURES.
- 8235.0800 COUNTING AND CHALLENGING BALLOTS.
- 8235.1100 CANVASSING BOARD.
- 8235.1200 SECURITY DEPOSIT.

**8235.0200 RECOUNTS.**

This chapter establishes procedures for the conduct of all publicly funded and discretionary recounts provided for in Minnesota Statutes, sections 204C.35 and 204C.36. The secretary of state or secretary of state's designee is the recount official for recounts conducted by the State Canvassing Board. The county auditor or auditor's designee is the recount official for recounts conducted by the county canvassing board. The county auditor or auditor's designee shall conduct recounts for county offices. The municipal clerk or clerk's designee is the recount official for recounts conducted by the municipal governing body. The school district clerk or clerk's designee is the recount official for recounts conducted by the school board, or by a school district canvassing board as provided in Minnesota Statutes, section 205A.10, subdivision 5. A recount official may delegate the duty to conduct a recount to a county auditor or municipal clerk by mutual consent. When the person who would otherwise serve as recount official is a candidate or is the spouse, child, parent, grandparent, grandchild, stepparent, stepchild, sibling, half-sibling, or stepsibling of a candidate for the office to be recounted, the appropriate canvassing board shall select a county auditor or municipal clerk from another jurisdiction to conduct the recount. "Legal adviser" means counsel to the recount official and the canvassing board for the office being recounted. The scope of a publicly funded or discretionary recount is limited to the recount of the ballots cast and the declaration of the person nominated or elected. The ballots in the envelope labeled "Original ballots from which duplicates are to be or were made" are not within the scope of the recount and this envelope must not be opened during the recount.

**Statutory Authority:** *MS s 204C.361*

**History:** *8 SR 1348; 12 SR 2215; 17 SR 8; 34 SR 1561; 38 SR 1368*

**Published Electronically:** *May 1, 2014*

**8235.0300 NOTICE.**

Within 24 hours after determining that a publicly funded recount is authorized and requested, or within 48 hours of receipt of a written request for a discretionary recount and filing of a security deposit if one is required, the official in charge of the recount shall send notice to the candidates for the office to be recounted and the county auditor of each county wholly or partially within the election district. The notice must include the date, starting time, and location of the recount, the office to be recounted, and the name of the official performing the recount. The notice must state that the recount is open to the public.



**Statutory Authority:** *MS s 204C.361*

**History:** *8 SR 1348; 19 SR 593; 38 SR 1368*

**Published Electronically:** *May 1, 2014*

#### **8235.0400 SECURING BALLOTS AND MATERIALS.**

The official who has custody of the voted ballots is responsible for keeping secure all election materials. Registration cards of voters who registered on election day may be processed as required by part 8200.2700. All other election materials must be kept secure by precinct as returned by the election judges until all recounts have been completed and until the time for contest of election has expired.

**Statutory Authority:** *MS s 204C.361*

**History:** *8 SR 1348; 34 SR 1561*

**Published Electronically:** *May 26, 2010*

#### **8235.0500** [Repealed, 34 SR 1561]

**Published Electronically:** *May 26, 2010*

#### **8235.0600 FACILITIES AND EQUIPMENT.**

All recounts must be accessible to the public. In a multicounty recount the secretary of state may locate the recount in one or more of the election jurisdictions or at the site of the canvassing board. Each election jurisdiction where a recount is conducted shall make available without charge to the recount official or body conducting the recount adequate accessible space and all necessary equipment and facilities.

**Statutory Authority:** *MS s 204C.361*

**History:** *8 SR 1348; 34 SR 1561*

**Published Electronically:** *May 26, 2010*

#### **8235.0700 GENERAL PROCEDURES.**

At the opening of a recount the recount official or legal adviser shall present the procedures contained in this rule for the recount. The custodian of the ballots shall make available to the recount official the precinct summary statements, the precinct boxes or the sealed containers of voted ballots, and any other election materials requested by the recount official. If the recount official needs to leave the room for any reason, the recount official must designate a deputy recount official to preside during the recount official's absence. A recount official must be in the room at all times. The containers of voted ballots must be unsealed and resealed within public view. No ballots or election materials may be handled by candidates, their representatives, or members of the public. There must be an area of the room from which the public may observe the recount. Cell phones and video cameras may be used in this public viewing area, as long as their use is not disruptive. The recount official shall arrange the counting of the ballots so that the candidates and their representatives may observe the ballots as they are recounted. Candidates may each have one representative observe the sorting of each precinct. One additional representative per candidate may observe the ballots when they have been sorted and are being counted pursuant to part 8235.0800, subpart 2. Candidates may have additional representatives in the public viewing area of the room. If other

election materials are handled or examined by the recount officials, the candidates and their representatives may observe them. The recount official shall ensure that public observation does not interfere with the counting of the ballots. The recount official shall prepare a summary of the recount vote by precinct.

**Statutory Authority:** *MS s 204C.361*

**History:** *8 SR 1348; 34 SR 1561*

**Published Electronically:** *May 26, 2010*

### **8235.0800 COUNTING AND CHALLENGING BALLOTS.**

Subpart 1. **Breaks in counting process.** Recount officials may not take a break for a meal or for the day prior to the completion of the sorting, counting, review, and labeling of challenges, and secure storage of the ballots for any precinct. All challenged ballots must be stored securely during breaks in the counting process.

Subp. 2. **Sorting ballots.** Ballots must be recounted by precinct. The recount official shall open the sealed container of ballots and recount them in accordance with Minnesota Statutes, section 204C.22. The recount official must review each ballot and sort the ballots into piles based upon the recount official's determination as to which candidate, if any, the voter intended to vote for: one pile for each candidate that is the subject of the recount and one pile for all other ballots (those for other candidates, overvotes, undervotes, etc.). During the sorting, a candidate or candidate's representative may challenge the ballot if he or she disagrees with the recount official's determination of for whom the ballot should be counted and whether there are identifying marks on the ballot. At a recount of a ballot question, the manner in which a ballot is counted may be challenged by the person who requested the recount or that person's representative. Challenges may not be automatic or frivolous and the challenger must state the basis for the challenge pursuant to Minnesota Statutes, section 204C.22. Challenged ballots must be placed into separate piles, one for ballots challenged by each candidate. A challenge is frivolous if it is based upon an alleged identifying mark other than a signature or an identification number written anywhere on the ballot or a name written on the ballot completely outside of the space for the name of a write-in candidate.

Subp. 3. **Counting ballots.** Once ballots have been sorted, the recount officials must count the piles using the stacking method described in Minnesota Statutes, section 204C.21. A candidate or candidate's representative may immediately request to have a pile of 25 counted a second time if there is not agreement as to the number of votes in the pile.

Subp. 4. **Reviewing and labeling challenged ballots.** After the ballots from a precinct have been counted, the recount official may review the challenged ballots with the candidate or the candidate representative. The candidate representative may choose to withdraw any challenges previously made. The precinct name, the reason for the challenge, and the name of the person challenging the ballot (or the candidate that person represents), and a sequential number must be marked on the back of each remaining challenged ballot before it is placed in an envelope marked "Challenged Ballots." After the count of votes for the precinct has been determined, all ballots except the challenged ballots must be resealed in the ballot envelopes and returned with the other election materials to the custodian of the ballots. The recount official may make copies of the challenged ballots. After the count of votes for all precincts has been determined during that day of counting, the challenged ballot envelope must be sealed and kept secure for presentation to the canvassing board.

**Statutory Authority:** *MS s 204C.361*

**History:** *8 SR 1348; 17 SR 8; 34 SR 1561*

**Published Electronically:** *May 26, 2010*

**8235.0900** [Repealed, 23 SR 459]

**Published Electronically:** *October 9, 1998*

**8235.1000** [Repealed, 34 SR 1561]

**Published Electronically:** *May 26, 2010*

### **8235.1100 CANVASSING BOARD.**

The recount official shall present the summary statement of the recount and any challenged ballots to the canvassing board. The candidate or candidate representative who made the challenge may present the basis for the challenge to the canvassing board. The canvassing board shall rule on the challenged ballots and incorporate the results into the summary statement. The canvassing board shall certify the results of the recount. Challenged ballots must be returned to the election official who has custody of the ballots.

**Statutory Authority:** *MS s 204C.361*

**History:** *8 SR 1348*

**Published Electronically:** *October 9, 1998*

### **8235.1200 SECURITY DEPOSIT.**

When a bond, cash, or surety for recount expenses is required by Minnesota Statutes, section 204C.35 or 204C.36, the governing body or recount official shall set the amount of security deposit at an amount which will cover expected recount expenses. In multicounty districts, the secretary of state shall set the amount taking into consideration the expenses of the election jurisdictions in the district and the expenses of the secretary of state. The security deposit must be filed during the period for requesting a discretionary recount. In determining the expenses of the recount, only the actual recount expenditures incurred by the recount official and the election jurisdiction in conducting the recount may be included. General office and operating costs may not be taken into account.

**Statutory Authority:** *MS s 204C.361*

**History:** *8 SR 1348; 38 SR 1368*

**Published Electronically:** *May 1, 2014*

# 2018

## Recount Guide



**Office of the Minnesota Secretary of State – Elections Division**

180 State Office Building  
100 Rev. Dr. Martin Luther King Jr. Blvd.  
St. Paul, MN 55155

Phone: (651) 215-1440  
Toll Free: 1-877-600-8683  
Minnesota Relay Service: 1-800-627-3529

Email: [elections.dept@state.mn.us](mailto:elections.dept@state.mn.us)

Website: [www.sos.state.mn.us](http://www.sos.state.mn.us)

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## 1.0 INTRODUCTION

This guide is for election officials and their staff who may be a participant in an election recount. Please use this guide with the Secretary of State publication “Minnesota Election Laws”. Citations in this guide refer to the Minnesota statutes (M.S. citations) or rules (M.R. citations). If you are using an interactive electronic edition of this guide, you may click on the citations to retrieve current statute or rule.

Portions of this guide contain procedures based on best practices, rather than statute or rule. If employing these portions, do not consider the information to hold the same authority as that information governed by federal and state law.

## 2.0 ELECTION RECOUNTS

Minnesota election law authorizes administrative recounts after the canvassing board certifies the results. Rather than seeking a court order, the election administrator, on behalf of the appropriate canvassing board, may conduct a manual recount. A recount is limited in scope; the sole issue a recount may resolve is whether the election judges arrived at the correct vote total. A recount is performed by a canvassing board or by its staff. ([M.S. 204C.35](#); [204C.36](#); [M.R. 8235](#))

### 2.1 PUBLICLY FUNDED RECOUNTS

A recount of votes at no cost to the candidate may be requested by the candidates in the cases below. The governing body assumes the responsibility for the expenses of the recount. See 3.0 Recount Requests for details of the request process.

#### 2.1.1 Federal and State Offices

A losing candidate for nomination or election to federal or state office may file a written request for a publicly funded recount of the votes cast when the difference between the votes for that candidate and the winning candidate is:

- Less than one-half of one percent of total votes cast, for state legislative offices,
- Less than one-quarter of one percent of total votes cast, for statewide federal office, state constitutional office, statewide judicial office, congressional office or district judicial office, or
- Ten votes or less, when the total number of votes cast is 400 or less, for any federal or state office.

([M.S.204C.35, subd. 1](#))

#### 2.1.2 Local Offices

A losing candidate for nomination or election to a county, municipal or school district office may request a publicly funded recount of the votes cast if the difference between the votes cast for that candidate and the winning candidate is:



- Less than one-half of one percent of the total votes if there are more than 400 but less than 50,000 votes cast for the office,
- Less than one-quarter of one percent of the total votes if there are more than 50,000 votes cast for the office, or
- Ten votes or less if the number of votes cast is 400 or less.

In the case of offices where two or more seats are being filled, the difference is between the elected candidate with the fewest votes and the candidate with the most votes from among the candidates who were not elected.

[\(M.S. 204C.36, subd. 1\)](#)

### **2.1.3 Ballot Questions**

A publicly funded recount of votes cast for a county, school or municipal ballot question may be requested by any person eligible to vote on the question if the difference between the votes cast for the question and against the question is:

- Less than one-half of one percent of the total votes if there are more than 400 but less than 50,000 votes counted for the question,
- Less than one-quarter of one percent of the total votes if there are more than 50,000 votes counted for the question, or
- Ten votes or less if the number of votes counted for the question is 400 or less.

If the difference falls within one of the thresholds above, and a written recount request is received, the recount is conducted by the:

- County Auditor for a county question;
- Governing body of a municipality for a municipal question; and
- School district canvassing board for a school question. When recounting special questions, this canvassing board consists of:
  - The school board clerk
  - A school board member other than the clerk
  - The county auditor of the county with the greatest number of school district residents
  - The district court administrator of the judicial district with the greatest number of school district residents
  - The mayor or town board chair of the school district's most populous municipality

[\(M.S. 204C.36, subd. 3; 205A.10, subd. 5\)](#)

## **2.2 DISCRETIONARY RECOUNTS**

Discretionary recounts are usually at the expense of the person requesting them, unless certain conditions are met. See 3.0 Recount Requests for details about the request process, and 4.0 Recount Expenses for a discussion of how expenses are handled for discretionary recounts.

### **2.2.1 Candidate Recounts**

A losing candidate can request a manual recount, at the losing candidate's expense, when the vote difference is greater than what is described in 2.1 Publicly Funded Recounts.

The candidate requesting the recount may provide the filing officer with a list of up to three precincts that are to be recounted first and may waive the balance of the recount after these precincts have been counted. If the candidate provides a list, the recount official must first determine the expenses for recounting those precincts. ([M.S. 204C.36, subd. 2](#))

### **2.2.2 Ballot Question Recounts**

If the difference between the votes for and the votes against a ballot question is greater than what is described in 2.1 Publicly Funded Recounts above, a recount can still be requested by any person eligible to vote on the ballot question, at their expense, who submits a petition containing the signatures of 25 voters eligible to vote on the question. ([M.S. 204C.36, subd. 3](#))

## **3.0 RECOUNT REQUESTS**

Written requests are required for all recounts. The request should include the office or question for which the recount is requested, and be filed with the filing officer within the time limit specified below. Information specific to certain circumstances is included below.

### **3.1 CANDIDATE REQUESTS**

#### **3.1.1 Publicly Funded Recount Requests**

In the case of federal, state and judicial races which fall within the [publicly funded recount threshold](#) (see 2.1.1 Federal and State Offices), the losing candidate shall be notified by the filing officer, immediately following the canvassing board meeting, that the candidate has the option to request a recount of votes at no cost to the candidate. The written request for such a recount must be received by the filing officer no later than 5:00 p.m. on the second day after the canvass. ([M.S. 204C.35, subd. 1](#))

In the case of local races which fall within the [publicly funded recount threshold](#) (2.1.2 Local Offices), the written request must be filed with the filing officer by 5:00 p.m. on the fifth day after the canvass of a primary or special primary, or by 5:00 p.m. on the seventh day after the canvass of a special or general election. ([M.S. 204C.36, subd. 1](#))

#### **3.1.2 Discretionary Recount Requests**

For all discretionary recounts, candidates must file a written request for the recount with the filing officer, along with a bond, cash or surety in an amount set by the governing body of the jurisdiction for the payment of the recount expenses. These materials must be filed by 5:00 p.m. on the fifth day after the canvass of a primary or special primary, or by 5:00 p.m. on the seventh day after the canvass of a special or general election.

The candidate requesting the recount may provide the filing officer with a list of up to three precincts that are to be recounted first and may waive the balance of the recount after these precincts have been counted. If the candidate provides a list, the recount official must first determine the expenses for recounting those precincts as described in 4.0 Recount Expenses.

A discretionary recount of a primary does not delay delivery of the notice of nomination to the winning candidate. ([M.S. 204C.35, subd. 2](#); [204C.36, subd. 2](#))

### **3.2 BALLOT QUESTION**

In the matter of a ballot question recount, the written request for the recount must be filed with the filing officer of the county, municipality, or school district placing the question on the ballot, and must be accompanied by a petition containing the signatures of 25 voters eligible to vote on the question. If the difference between the votes for and the votes against the question is greater than the difference provided in [M.S.204C.36, subd.1](#), the person requesting the recount shall also file with the filing officer of the county, municipality, or school district a bond, cash, or surety in an amount set by the appropriate governing body for the payment of recount expenses. The written request, and any bond, cash, or surety required must be filed during the time for notice of contest for the election for which the recount is requested. ([M.S. 204C.36, subd. 3](#))

### **3.3 TIME LIMITS**

Requests for a publicly funded recount of federal, state and judicial races must be received by the filing officer no later than 5:00 p.m. on the second day after the primary or general election canvass. Requests for a publicly funded recount for local races must be submitted in writing to the election jurisdiction by 5:00 p.m. on the fifth day after the canvass of the primary or special primary, or by 5:00 p.m. on the seventh day of the canvass of the special or general election. Requests for discretionary recounts or ballot questions must be filed during the time for notice of contest. ([M.S. 204C.35, subd. 2](#); [204C.36](#); [209.021 subd. 1](#))

### **4.0 RECOUNT EXPENSES**

A person or candidate requesting a discretionary recount is responsible for the following expenses: the compensation of the Secretary of State, or designees, and any election judge, municipal clerk, county auditor, administrator, or other personnel who participate in the recount; the costs of necessary supplies and travel related to the recount; the compensation of the appropriate canvassing board and costs of preparing for the canvass of recount results; and any attorney fees incurred in connection with the recount by the governing body responsible for the recount.

Responsibility of expenses can change in certain circumstances. If the winner of a race is changed by a discretionary recount, the cost of the recount is paid by the jurisdiction conducting the recount. The jurisdiction conducting the recount is also responsible for the cost of the recount when the result of a manual recount is different from the result

reported on Election Day by a margin greater than the standard for acceptable performance of voting systems, which is a variation of one-half of one percent.

[\(M.S. 204C.35, subd. 3; 204C.36, subd. 2; 204C.36, subd.4; 206.89, subd. 4\)](#)

## **5.0 RECOUNT OFFICIALS**

### **5.1 STATE, COUNTY, MUNICIPAL AND SCHOOL DISTRICT RECOUNTS**

The secretary of state or secretary of state's designee is the recount official for recounts conducted by the State Canvassing Board. The county auditor or auditor's designee is the recount official for recounts conducted by the county canvassing board. The municipal clerk or clerk's designee is the recount official for recounts conducted by the municipal canvassing board. The school district clerk or clerk's designee is the recount official for recounts conducted by the school district canvassing board.

### **5.2 ALTERNATIVE RECOUNT ASSIGNMENTS**

The recount official may delegate the duty to conduct a recount to a county auditor or municipal clerk as long as both parties agree to the delegation.

When the person who would otherwise serve as recount official is a candidate or related to a candidate for the office to be recounted, per [M.R. 8235.0200](#) the appropriate canvassing board shall select an election official from another jurisdiction to conduct the recount. ([M.R. 8235.0200](#))

## **6.0 GIVING NOTICE**

Within 24 hours after determining that a publicly funded recount is authorized or requested or within 48 hours of receipt of a written request for a discretionary recount and filing of a security deposit if one is required, the official in charge of the recount shall send notice to the candidates for the office to be recounted and the county auditor of each county wholly or partially within the election district. The notice must include the date, starting time, and location of the recount, the office to be recounted, and the name of the official performing the recount. The notice must state that the recount is open to the public. ([M.S. 204C.361](#); [M.R. 8235.0300](#))

Notification is also critical in securing the public perception of valid and accurate recount proceedings. It should extend well beyond specified requirements. Specific effort should be made to contact all interested parties in a ballot question recount. There is also value in being able to state that these parties were requested to be present at the recount in the event that persons are unhappy with the outcome of a recount.

## **7.0 RECOUNT SCOPE**

The scope of all publicly funded and discretionary recounts is limited to the determination of the number of votes validly cast for the office being recounted. Only the ballots cast and

the summary statements for the precinct(s) being recounted are considered during the recount proceedings. Envelopes that were not opened and original ballots that have been duplicated are not reviewed during the recount proceedings. These ballots are only examined as part of an election contest. ([M.S. 204C.35](#); [204C.36](#); [M.R. 8235.0700](#))

## **8.0 SECURING ELECTION MATERIALS**

The official who has custody of the voted ballots is responsible for keeping secure all election materials. Registration cards of voters who registered on Election Day may be processed as required by part [M.R. 8200.2700](#). All other election materials must be kept secure by precinct as returned by the election judges until all recounts have been completed and until the time for contest of election has expired. ([M.R. 8235.0400](#))

## **9.0 FACILITIES, ACCESSIBILITY, AND EQUIPMENT**

All recounts must be accessible to the public. In a multi-county recount the secretary of state may locate the recount in one or more of the election jurisdictions or at the site of the canvassing board. Each election jurisdiction where a recount is conducted shall make available without charge to the recount official or body conducting the recount adequate accessible space and all necessary equipment and facilities. ([M.S. 8235.0600](#))

## **10.0 GENERAL PROCEDURES**

At the opening of a recount, the recount official or legal adviser must present the procedures for the process, such as those contained in this section.

A recount official must be in the room at all times. If the recount official must leave the room, they must delegate a deputy recount official to preside over the proceedings during their absence. ([M.R. 8235.0700](#))

### **10.1 ELECTION MATERIALS**

The custodian of the ballots shall make available to the recount official the precinct summary statements, the sealed precinct boxes or containers containing the voted ballots, and any other election materials requested by the recount official. No ballots or election materials may be handled by candidates, their representatives, or members of the public. The sealed materials must be unsealed and resealed in public view. ([M.R. 8235.0700](#))

### **10.2 PREPARE AND ORGANIZE**

#### **10.2.1 Prior to the Recount**

Prior to the recount, prepare a recount packet with a checklist and a recount calendar. Have all forms, supplies, badges identifying roles, and contact information organized to ensure that all information given to individuals is provided in a consistent format. This will save time and allow the focus of a recount to be on election specific issues. Determine how

results will be released - as counting progresses or at completion. Determine how many original copies of recount results are needed.

Recount worksheets for federal, state and county recounts can be printed from the OSS Election Reporting System (ERS) after the state canvassing board has certified the original federal or state results, or the county canvassing board has certified the county office results. A generic recount worksheet template for other recounts is included in the Appendix.

| Precinct                  | Nov 6 Votes for FONZARELLI | Nov 6 Votes for CUNNINGHAM | Recount Votes for FONZARELLI | Recount Votes for CUNNINGHAM | Recount All OTHER Ballots | Ballots Challenged by CUNNINGHAM | Ballots Challenged by FONZARELLI | Ballots Challenged by BOTH | Recount Team Initials | Date Precinct Counted |
|---------------------------|----------------------------|----------------------------|------------------------------|------------------------------|---------------------------|----------------------------------|----------------------------------|----------------------------|-----------------------|-----------------------|
| 0005-BLOOMINGTON W-1 P-07 | 0                          | 0                          | _____                        | _____                        | _____                     | _____                            | _____                            | _____                      | _____                 | _____                 |
| 0010-BLOOMINGTON W-1 P-08 | 0                          | 0                          | _____                        | _____                        | _____                     | _____                            | _____                            | _____                      | _____                 | _____                 |
| 0015-BLOOMINGTON W-1 P-09 | 0                          | 0                          | _____                        | _____                        | _____                     | _____                            | _____                            | _____                      | _____                 | _____                 |
| 0020-BLOOMINGTON W-1 P-10 | 0                          | 0                          | _____                        | _____                        | _____                     | _____                            | _____                            | _____                      | _____                 | _____                 |

After the canvassing board has met, OSS will mark the offices to be recounted in ERS. Then, counties can print the Recount Worksheets by selecting “Recount” in the County User menu, then selecting the Print Recount Worksheet option, selecting the office to be recounted from the drop-down list, and clicking on the View Report button.

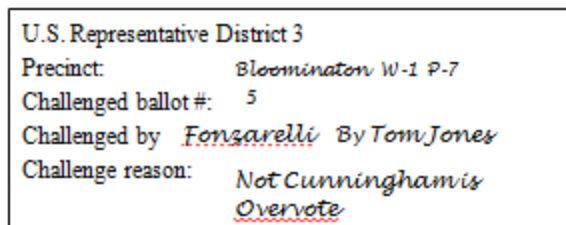
The first two columns of the worksheet will be pre-filled with the canvassed result and contains spaces for the recount results for the candidates and challenged ballots to be recorded for each precinct. Officials for other local recounts may prepare their own recount worksheet in a similar format.

Print the report by clicking on the export icon, and selecting a format such as a pdf file. The worksheet can then be printed from the window which has opened in the selected format.



Challenged ballot labels, if available, may be printed through a Recount menu option. Otherwise a pdf of challenged ballot labels will be made available for federal and state offices. The labels contain a challenged ballot number that is sequential within a county for

each office being recounted. Officials for other local recounts may prepare their own challenged ballot labels in a similar format.



### 10.2.2 Facilities

Setting up the facilities is important. In addition to setting up the room where the recount takes place, remember to consider security needs and parking availability for those involved in the process. The required number of counting tables should be set up. Be aware of logistics as you set up the room (e.g., bringing and removing election materials; bathrooms unlocked). Any tables or work space provided for the candidates, with places for the candidates' counsels or representatives, should be separate from the tables where the counting takes place. Set up the room so there is a “staging area” that can be seen from the viewing area, a counting area, and a viewing area for the public and members of the media.

Only those people directly involved in the recount are allowed within the recount area (the staging and counting areas). These individuals are limited to the recount official and legal adviser, and candidates or the candidates' representatives. The public and the press are only allowed in the public viewing area to observe the proceedings. Cell phones, cameras, and video cameras may be used in the public viewing area provided that they are not disruptive. Badges should be provided which identify the people present and their different capacities. ([M.R. 8235.0700](#))

### 10.2.3 Staffing and Training

Bring as many staff as you will need. Require name badges for all authorized personnel. Establish firm guidelines for release of all information both to the media and staff members. Schedule the training/information dissemination session for staff. Keep your team informed.

## 10.3 OBSERVATION

The recount official shall arrange the counting of the ballots so that the candidates or the candidates' representative may observe the ballots as they are sorted. After they have been sorted, one additional representative per candidate may observe the ballots while they are being counted. If other election materials are handled or examined by the recount officials, the candidates and their representatives may observe them. The recount official must ensure that public observation does not interfere with the counting of the ballots and preparation of a summary of the recount vote by precinct.

Candidates may have additional representatives in the public viewing area of the room.  
([M.R. 8235.0700](#))

## 10.4 MANAGING THE PROCESS

The recount official or their designee is in charge. Acknowledge everyone present (your team, candidates, legal counsels, election officials, public, and press). Everyone has a role. Always explain what is about to occur and explain why. Be completely thorough and transparent. Never hold a private conversation with only one of the parties. Always appear in control of yourself and the situation.

The recount official provides detailed instructions both orally and in writing:

- Roles of recount officials, observers and staff.
- General procedures for the recount.
- Sealed containers only opened when recount team and observers are present.
- All ballots and materials will be in public view.
- Sorting process
- Counting process
- Challenge ballot process

If candidates or their representatives have concerns or suggestions, listen. Make sure everything you do and that occurs during the recount fills the process with accountability, credibility and trust. Make a defensible decision and carry it out consistently.

## 11.0 EXAMPLE INSTRUCTIONS

### 11.1 HAND COUNT INSTRUCTIONS

This is an **administrative** recount held pursuant to [M.S. 204C.35](#) and [M.R. 8235](#). It is **not** to determine who was eligible to vote. It is **not** to determine if campaign laws were violated. It is **not** to determine if absentee ballots were properly accepted. It is simply to physically recount the ballots **for this race!**

If we find a difference in the vote count, you need to be aware that this is not unusual and that this is why we have the recount law. Normally any errors by the judges or the machine are random errors and generally offset one another. Characteristically what we find is that a slight change one way in one precinct is balanced off by a corresponding change in the other direction in another precinct. Normally the results of the election are not changed by these adjustments, but it does happen.

I am the recount official. **No one else touches the ballots** once they are out of the sealed cases unless I specifically allow it. Make any concerns regarding the process known immediately to me. Ballots will be recounted by precinct. We will count one precinct at a time as provided in [M.S. 204C.361 \(b\)](#). This means that a recount official shall maintain the segregation of ballots by precinct but the recount official may recount more than one



precinct at a time in physically separate locations within the room in which the recount is administered.

Ballots (precinct and absentee) will be removed from the sealed case(s). If the absentee precinct results were originally reported as a separate absentee total for the precincts, then absentee ballots for the precincts will be counted and reported separately from the precinct ballots. If the absentee precinct results were originally included in the precinct results (as required for state primary and state general elections), the precinct ballots will be combined with the ballots from the appropriate absentee precinct, and all ballots for the precinct will be recounted and reported together as one total. Prior to counting any ballots for a precinct, staff will turn all ballots to be facing in the same direction. I will separate the ballots into three piles: One for candidate A to my left, one for candidate B to my right, and a third pile for all other ballots. Voter's intent will be determined pursuant to [M.S. 204C.22](#).

The candidate or candidate's representative has the right to challenge which piles I have decided to place the specific ballot in. Challenges may not be automatic or frivolous. Staff will count the ballots by piling the ballots crosswise in groups of 25. A candidate or their representative may immediately request to have a specific stack of 25 counted a second time, but not the entire pile. Vote counts for each candidate will be announced. For challenged ballots, the challenger needs to describe why they challenge the decision. I may decide they are right. If I do not agree and the challenge is not withdrawn, I will write why it is challenged on the ballot and place it in an envelope marked "Challenged Ballots". The challenged ballots will be brought to the canvass board and they will examine them and make a final decision how to count them.

Counts will be recorded for each precinct on the recount summary statement. Counts for federal and state offices will recorded on the summary statement with the votes as determined by the recount official for either of the two candidates or "Other". Counts recorded for challenged ballots on the summary statement are a subset of the totals for the candidates. *{Change this statement if challenged ballots will be recorded differently for local offices.}* The ballots will be resealed in the cases. At the end of the recount, I will write on the front of the challenged ballot envelope which precinct(s) and how many ballots are in the envelope, seal it and have staff assisting with the recount sign over the flap of the envelope. The recount summary statement and challenged ballots will be presented to the canvass board. After completing the recount in each precinct, I will furnish a report of the recount results of all precincts at the conclusion of the recount. After the recount is finished here today, the ballots, other than challenged ballots, will be resealed and returned to the County Auditor. The State (or County/Municipal/School District if applicable) Canvassing Board will declare the winning nominee after reviewing the summary statement of the recount vote prepared by the Recount Official, and resolving any ballot challenges.

## **12.0 COUNTING AND CHALLENGING BALLOTS**

Ballots must be recounted by precinct and only ballots from one precinct at a time can be on a table at one time. Recount teams of at least 2 recount staff conduct the counting for a precinct. This means that a recount official shall maintain the segregation of ballots by

precinct but may recount more than one precinct at a time in physically separate locations within the room in which the recount is administered. The recount official recounts ballots in accordance with [M.S. 204C.22](#). Ballot containers must always be opened and resealed in public view. The sorting, counting, and review of ballots for a precinct must be completed and all ballots must be securely stored before breaks for meals can be taken or counting is finished for the day. ([M.R. 8235.0700](#))

## **12.1 PREPARING BALLOTS FROM ABSENTEE PRECINCTS**

The recount official opens the ballot containers from the absentee precincts (including any write-ins). One member of the recount team sorts the absentee ballots by precinct. A second member of the recount team then reviews the sorted ballots to verify that the ballots have in fact been properly sorted by precinct. When completed, the absentee ballots are sealed in separate envelopes by precinct.

## **12.2 COUNTING**

The recount official opens the precinct ballot containers (including any write-ins) and the absentee ballot containers for the precinct. For the state primary and state general, the precinct ballots (including write-ins) are combined with the ballots from the appropriate absentee ballots and recounted and reported as one total.

Note: If the absentee ballot results for non-state primary or non-state general elections were originally reported as a separate absentee total as its own precinct, then absentee ballots are recounted and reported separately from the precinct ballots.

The recount team faces the ballots so they are all facing in the same direction, and then the recount sorter examines the ballots to determine (using [M.S. 204C.22](#)) for whom the ballot was cast. The recount sorter places ballots for candidate A in one pile to their left, one pile for candidate B to their right, and all other ballots in a third pile (includes ballots for other candidates, overvotes, undervotes, etc). A candidate or their representative has the right to challenge in which pile a specific ballot is placed, and whether there are identifying marks on that ballot.

The canvassing board/recount official will provide instructions on how challenged ballots will be reported on the recount worksheet. The two options are:

- Option 1. Vote totals in candidate and “Other” column reflect the recount official’s determination of the voter’s intent, including ballots that have been challenged by a candidate’s representative. Challenged ballots are also reported in the challenged ballot columns. Under this option, if the canvass board rejects all challenges and affirms the recount official’s determination, the recount vote totals reported in the candidate columns would not change. If the canvass board disagrees with the recount official’s determination and reallocates the vote on a challenged ballot, the vote totals reported in the candidate/other columns would be adjusted by the canvassing board. ERS is programmed using this option for federal, state or county recounts.

Option 2. Vote totals in candidate and “Other” column reflect only the recount official’s determination of the voter intent only for non-challenged ballots. Challenged ballots are only reported in the challenged ballot columns. Votes on challenged ballots are only assigned to a candidate or “Other” after a decision on the challenge is made by the canvassing board.

After all ballots have been placed in the appropriate piles, the recount team counts the ballots in each and stacks them crosswise in groups of 25. A candidate or their representative may immediately request that a specific pile of 25 be recounted a second time, not the entire pile.

When finished, the vote counts for each pile are announced, the recount official reviews any challenged ballots with the candidates or their representatives and any needed adjustments to the pile counts are made, and the counts are also recorded on the recount worksheet.

All ballots except the challenged ballots must then be resealed in the ballot containers and returned with the other election materials to the custodian of the ballots. The recount official may make copies of the challenged ballots, but must be accompanied by another individual if leaving the room to make copies. After the count of votes for all precincts has been determined each day, the challenged ballot envelope must be sealed and kept secure along with the recount worksheet for later presentation to the canvassing board. ([M.S. 204C.361](#); [M.R. 8235.0800](#))

### **12.3 CHALLENGES**

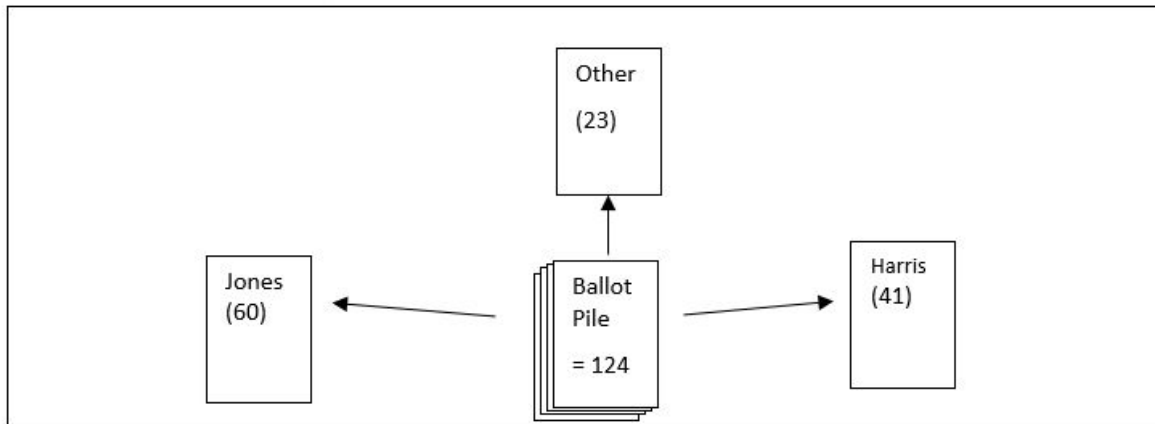
A candidate or candidate's representative has the right to challenge in which pile a specific ballot is placed, and whether there are identifying marks on that ballot. Challenges cannot be for an entire precinct or group of ballots. The challenger needs to describe why they are challenging the decision. Challenges may not be automatic or frivolous and is frivolous if based on an identifying mark other than a signature or identifying number written on the ballot, or a name written completely outside a write-in space. Also, the absence of election judge initials on a ballot cannot be the basis of a challenge. Challenged ballots are placed in separate piles for ballots challenged by each candidate. Challenged ballots may be withdrawn by the candidate or candidate's representative.

After counting for the precinct is completed, the recount official may review challenged ballots with the candidates or candidates' representatives. They may withdraw previously challenged ballots. If challenged ballots are withdrawn, the ballots are added to the pile as determined by the recount official and the counts for those piles are adjusted. Counts are recorded on the recount worksheet based on the option of reporting described in 12.2 Counting above. All remaining challenged ballots must be labeled on the back of the ballot. The label must include the precinct name, reason for the challenge, the name of the candidate and name of representative initiating the challenge (or candidate represented), numbered sequentially (1, 2, 3, etc not Smith 1, 2, 3 and Jones 1, 2, 3), and placed in the "Challenged Ballots" envelope for that day. The challenge reason format is "Not {intent

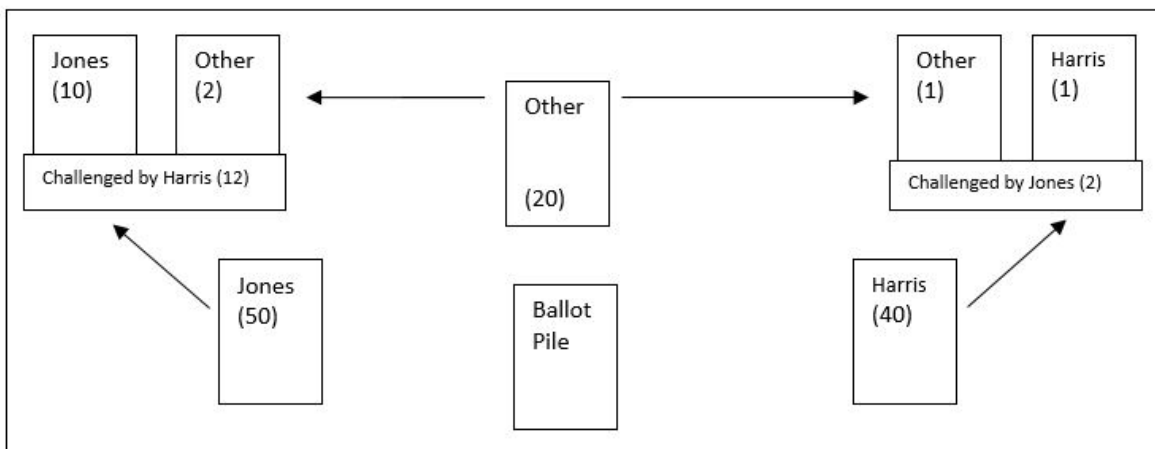
determined by sorter}, is {how challenger views intent}" (e.g. "Not Smith, is undervote", "Not Jones, is identifying mark"). ([M.R. 8235.0800](#))

## 12.4 SORTING AND COUNTING VOTES EXAMPLE

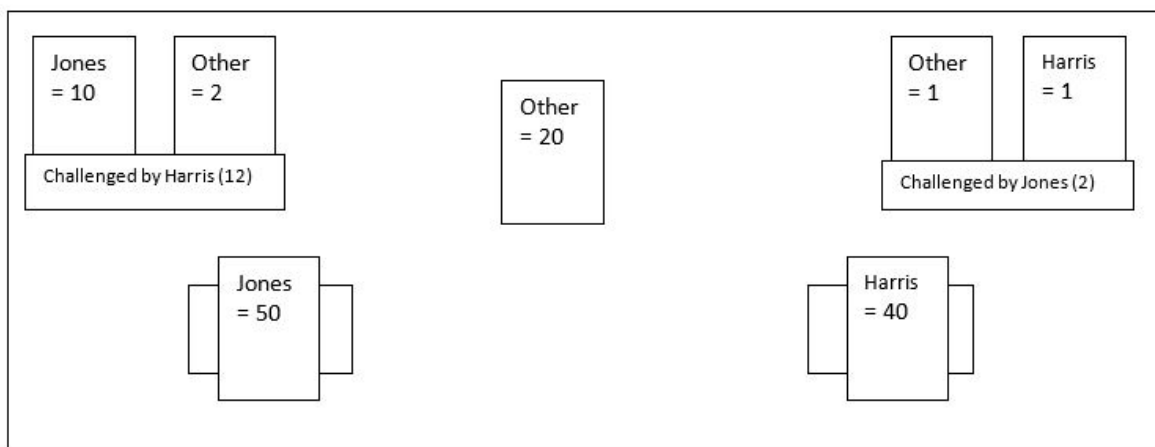
### 12.4.1 Ballots sorted into piles



### 12.4.2 Challenged ballots placed in separate piles

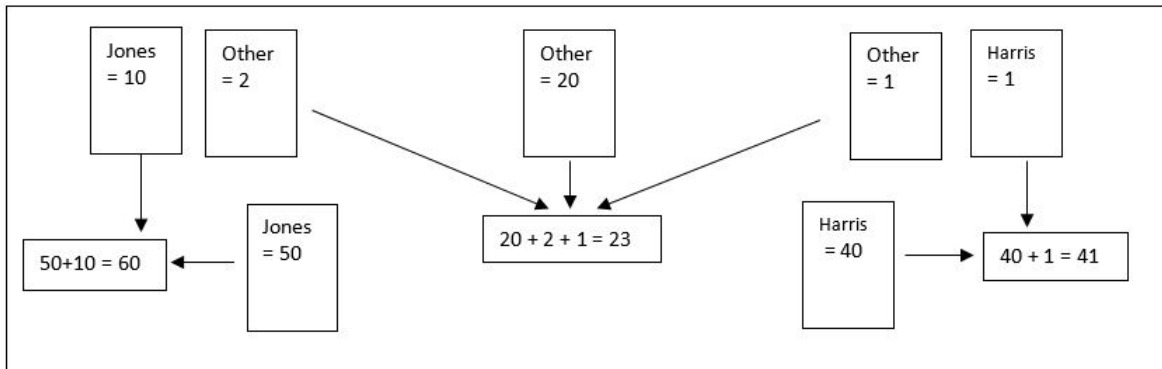


### 12.4.3 Piles counted in stacks of 25

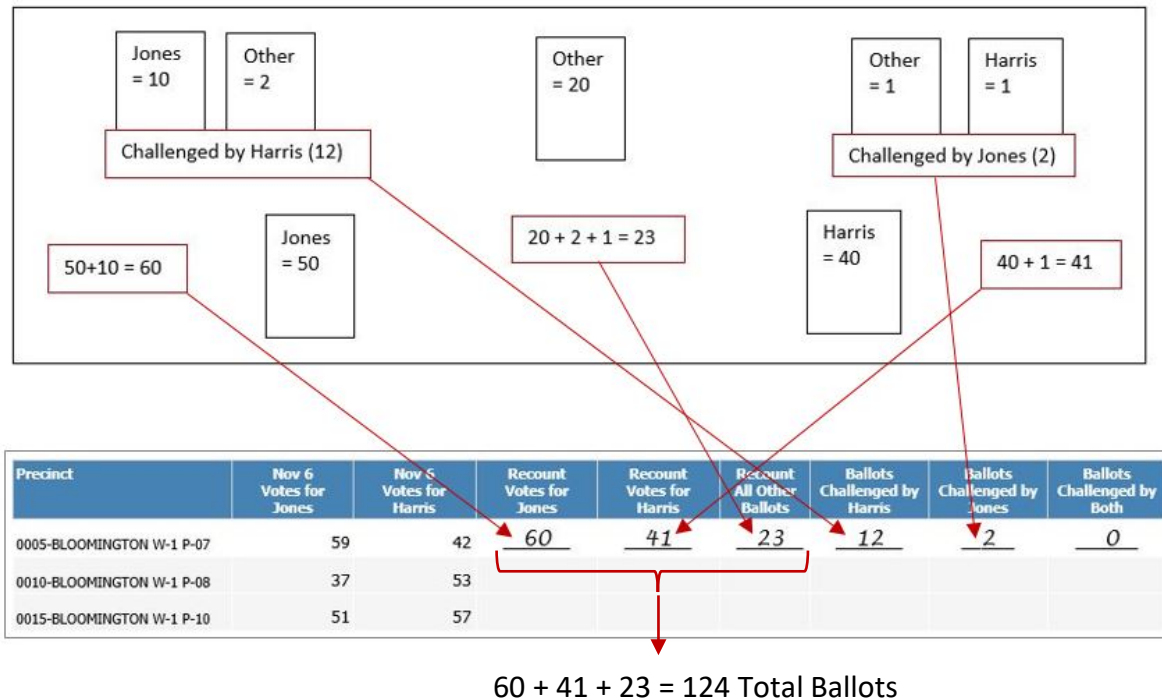


## 12.5 COUNTING AND RECORDING VOTES EXAMPLE

### 12.5.1 Candidate vote counts combined



### 12.5.2 Counts recorded on worksheet



## 13.0 DETERMINING VOTER INTENT

Minnesota law requires that every effort be made to accurately count all votes on a ballot. This means that a ballot or vote must not be rejected for a technicality if it is possible to decide what the voter intended, even though the voter may have made a mistake or the ballot is damaged. Intent is determined only from the face of the ballot. Use the following rules to decide what a voter intended:

### 13.1 COUNTED

- If a name is written in the proper place but write-in not marked, count the voter for that individual whether or not write-in target is marked to the left of the written in name.

| FEDERAL OFFICES       |   |
|-----------------------|---|
| U.S. SENATOR          |   |
| VOTE FOR ONE          |   |
| <input type="radio"/> | ROBERT FITZGERALD<br><small>Independence Party</small>  |
| <input type="radio"/> | MARK KENNEDY<br><small>Republican</small>               |
| <input type="radio"/> | AMY KLOBUCHAR<br><small>Democratic-Farmer-Labor</small> |
| <input type="radio"/> | MICHAEL JAMES CAVLAN<br><small>Green Party</small>      |
| <input type="radio"/> | BEN POWERS<br><small>Constitution Party</small>         |
| <input type="radio"/> | <u>John Smith</u><br><small>Write-in, if any</small>    |

- A mark made out of place but close enough to a name or line to determine voter intent are counted.

| FEDERAL OFFICES                           |              |
|---|--------------|
| UNITED STATES SENATOR                     |              |
| VOTE FOR ONE                              |              |
| <input checked="" type="radio"/>          | JACK SHEPARD |
| <input type="radio"/>                     | NORM COLEMAN |
| CONTINUE VOTING ON THE NONPARTISAN BALLOT |              |

| FEDERAL OFFICES                           |              |
|---|--------------|
| UNITED STATES SENATOR                     |              |
| VOTE FOR ONE                              |              |
| <input type="radio"/>                     | JACK SHEPARD |
| <input type="radio"/>                     | NORM COLEMAN |
| CONTINUE VOTING ON THE NONPARTISAN BALLOT |              |

| FEDERAL OFFICES                           |                |
|---|----------------|
| UNITED STATES SENATOR                     |                |
| VOTE FOR ONE                              |                |
| <input type="radio"/>                     | JACK SHEPARD X |
| <input type="radio"/>                     | NORM COLEMAN   |
| CONTINUE VOTING ON THE NONPARTISAN BALLOT |                |

| FEDERAL OFFICES                           |              |
|---|--------------|
| UNITED STATES SENATOR                     |              |
| VOTE FOR ONE                              |              |
| <input type="radio"/>                     | JACK SHEPARD |
| <input type="radio"/>                     | NORM COLEMAN |
| CONTINUE VOTING ON THE NONPARTISAN BALLOT |              |

- If two or more different marks used, count those, provided the marks do not mark the ballot with distinguishing characteristics where the voter’s intent is to identify the ballot.

| SUPREME COURT                       |  |
|-------------------------------------|--|
| ASSOCIATE JUSTICE 3                 |  |
| VOTE FOR ONE                        |  |
| <input checked="" type="checkbox"/> | ALAN LAWRENCE NELSON                           |
| <input type="checkbox"/>            | PAUL H. ANDERSON <small>Incumbent</small>      |
| <input type="checkbox"/>            | TIM TINGELSTAD                                 |
| ASSOCIATE JUSTICE 4                 |  |
| VOTE FOR ONE                        |  |
| <input checked="" type="checkbox"/> | LORIE SKJERVEN GILDEA <small>Incumbent</small> |
| <input type="checkbox"/>            | DEBORAH HEDLUND                                |
| <input type="checkbox"/>            | JILL CLARK                                     |
| <input type="checkbox"/>            | F. RICHARD GALLO, JR.                          |
| 2ND DISTRICT COURT                  |  |
| JUDGE 21                            |  |
| VOTE FOR ONE                        |  |
| <input checked="" type="checkbox"/> | JOY D. BARTSCHER                               |
| <input type="checkbox"/>            | CONNIE S. IVERSEN                              |
| <input type="checkbox"/>            | JOHN P. GUZIK                                  |

- If marks are made next to two candidates and an attempt was made to erase one of the two, vote is counted for the remaining marked candidate.

| UNITED STATES SENATOR                                 |   | UNITED STATES SENATOR                           |   |
|---|---|---|---|
| VOTE FOR ONE  |   | VOTE FOR ONE                                    |   |
| <input checked="" type="radio"/> DARRYL STANTON       | <input checked="" type="radio"/> DARRYL STANTON | <input checked="" type="radio"/> DARRYL STANTON | <input checked="" type="radio"/> DARRYL STANTON |
| <del><input checked="" type="radio"/> BILL DAHN</del> | <input checked="" type="radio"/> BILL DAHN      | <input checked="" type="radio"/> BILL DAHN      | <input checked="" type="radio"/> BILL DAHN      |
| <input type="radio"/> STEPHEN WILLIAMS                | <input type="radio"/> STEPHEN WILLIAMS          | <input type="radio"/> STEPHEN WILLIAMS          | <input type="radio"/> STEPHEN WILLIAMS          |
| <input type="radio"/> JACK ULDRICH                    | <input type="radio"/> JACK ULDRICH              | <input type="radio"/> JACK ULDRICH              | <input type="radio"/> JACK ULDRICH              |
| <input type="radio"/> KURT MICHAEL ANDERSON           | <input type="radio"/> KURT MICHAEL ANDERSON     | <input type="radio"/> KURT MICHAEL ANDERSON     | <input type="radio"/> KURT MICHAEL ANDERSON     |
| <input type="radio"/> DOUG WILLIAMS                   | <input type="radio"/> DOUG WILLIAMS             | <input type="radio"/> DOUG WILLIAMS             | <input type="radio"/> DOUG WILLIAMS             |
| <input type="radio"/> DEAN BARKLEY                    | <input type="radio"/> DEAN BARKLEY              | <input type="radio"/> DEAN BARKLEY              | <input type="radio"/> DEAN BARKLEY              |
| CONTINUE VOTING ON THE NONPARTISAN BALLOT             |   | CONTINUE VOTING ON THE NONPARTISAN BALLOT       |   |

- If an attempt is made to obliterate a write-in name a vote is counted for the remaining write-in name or marked candidate.

| FEDERAL OFFICES   |   |
|---|---|
| U.S. SENATOR  |   |
| VOTE FOR ONE  |   |
| <input checked="" type="radio"/> ROBERT FITZGERALD<br><small>Independence Party</small> | <input checked="" type="radio"/> ROBERT FITZGERALD<br><small>Independence Party</small> |
| <input type="radio"/> MARK KENNEDY<br><small>Republican</small>                         | <input type="radio"/> MARK KENNEDY<br><small>Republican</small>                         |
| <input type="radio"/> AMY KLOBUCHAR<br><small>Democratic-Farmer-Labor</small>           | <input type="radio"/> AMY KLOBUCHAR<br><small>Democratic-Farmer-Labor</small>           |
| <input type="radio"/> MICHAEL JAMES CAVLAN<br><small>Green Party</small>                | <input type="radio"/> MICHAEL JAMES CAVLAN<br><small>Green Party</small>                |
| <input type="radio"/> BEN POWERS<br><small>Constitution Party</small>                   | <input type="radio"/> BEN POWERS<br><small>Constitution Party</small>                   |
| <input type="radio"/> <del>John Smith</del>   | <input type="radio"/> <del>John Smith</del>   |
| U.S. REPRESENTATIVE   |   |

- A write-in for governor without lieutenant governor is counted as a vote for the team of candidates including lieutenant governor.
- Count all printed names with a mark made opposite them and all names written-in, not exceeding the number to be elected for that office.
- Misspellings for names written-in are ok provided that voter intent can be determined.
- If voter's choice can only be determined for some of the offices on the ballot, only count those offices on the ballot.
- If voter uniformly uses same mark to mark the ballot, count if possible.
- A ballot cannot be rejected because it is slightly soiled or defaced.
- A ballot that has one or more blank offices is not defective.



### 13.2 NOT COUNTED

- Marks more candidates than to be elected or nominated ballot is defective for that office.
  - All other offices on the ballot are counted if possible.

|   |
|---|
| UNITED STATES SENATOR<br>VOTE FOR ONE<br><input checked="" type="radio"/> DARRYL STANTON<br><input checked="" type="radio"/> BILL DAHN<br><input type="radio"/> STEPHEN WILLIAMS<br><input checked="" type="radio"/> JACK ULDRICH<br><input type="radio"/> KURT MICHAEL ANDERSON<br><input type="radio"/> DOUG WILLIAMS<br><input type="radio"/> DEAN BARKLEY |
| CONTINUE VOTING ON THE<br>NONPARTISAN BALLOT  |

- For a primary, if the voter marks candidates from more than one party, the ballot is totally defective for the partisan offices.

|   |  |   |
|---|--|---|
| INDEPENDENCE PARTY  | REPUBLICAN PARTY   | DEMOCRATIC-FARMER-LABOR PARTY   |
| FEDERAL OFFICES   | FEDERAL OFFICES  | FEDERAL OFFICES   |
| UNITED STATES SENATOR<br>VOTE FOR ONE<br><input checked="" type="radio"/> DARRYL STANTON<br><input type="radio"/> BILL DAHN<br><input type="radio"/> STEPHEN WILLIAMS<br><input type="radio"/> JACK ULDRICH<br><input type="radio"/> KURT MICHAEL ANDERSON<br><input type="radio"/> DOUG WILLIAMS<br><input type="radio"/> DEAN BARKLEY | UNITED STATES SENATOR<br>VOTE FOR ONE<br><input checked="" type="radio"/> JACK SHEPARD<br><input type="radio"/> NORM COLEMAN<br>CONTINUE VOTING ON THE<br>NONPARTISAN BALLOT | UNITED STATES SENATOR<br>VOTE FOR ONE<br><input checked="" type="radio"/> 'DICK' FRANSON<br><input type="radio"/> AL FRANKEN<br><input type="radio"/> BOB LARSON<br><input type="radio"/> PRISCILLA LORD FARIS<br><input type="radio"/> OLE SAVIOR<br><input type="radio"/> ROB FITZGERALD<br><input type="radio"/> ALVE ERICKSON<br>CONTINUE VOTING ON THE<br>NONPARTISAN BALLOT |
| CONTINUE VOTING ON THE NONPARTISAN BALLOT   |  | CONTINUE VOTING ON THE NONPARTISAN BALLOT   |

- If the voter used an identifying mark or mark with the intent to identify the ballot, the entire ballot is defective.

|  |   |
|--|---|
| his: <input checked="" type="radio"/> <i>John Smith</i><br>COUNTY OFFICES<br>CONSERVATION DISTRICT<br>SUPERVISOR<br>DISTRICT 2<br>VOTE FOR ONE | Write-in, if any<br>CONSERVATION DISTRICT<br>SUPERVISOR<br>DISTRICT 5<br>VOTE FOR ONE<br><input checked="" type="radio"/> MARGARET A. BEHRENS<br><input type="radio"/> Write-in, if any<br>7432 |
|--|---|

- If a voter has voted yes and no on a ballot question, that question is not counted but the rest of the ballot must be counted if possible.
- No write-in votes counted for a primary or a special primary.
  - Any names written on a primary or special primary ballot are an indentifying mark and no votes on the ballot would be counted.
- If marks are made opposite of more printed candidate names or write-ins allowed for an office, the ballot is defective for that particular office.

- If the number of candidates for an office is equal to the number of individuals to be elected to that office, and the voter has not marked any name, no vote is counted for any candidate for that office.
- A specific office is considered blank when no name or response to a question is marked and no name is written-in.

[\(M.S. 204C.22\)](#)

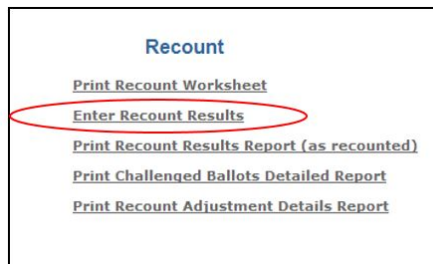
## 14.0 CANVASSING BOARD

The recount official presents the recount worksheet and any challenged ballots to the canvassing board. The candidate or candidate representative who made the challenge may present the basis for the challenge to the canvassing board. The canvassing board rules on the challenged ballots and incorporates the rulings into the canvassing report. The canvassing board certifies the results of the recount. Challenged ballots must be returned to the election official who has custody of the ballots. For general elections, the certificate of election is issued to the winning candidate after the seven days have passed after the canvassing board declared the candidate elected. [\(M.R. 8235.1100\)](#)

### 14.1 ENTERING RECOUNT RESULTS INTO ERS

To generate canvassing board reports (and update web site with daily recount results, if applicable) for federal, state or county recounts, input the results from the Recount Worksheets into ERS.

Select the Enter Recount Results option.



Select the recounted office to be updated from the drop-down list.

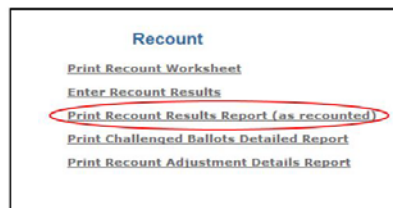
**Enter Recount Results**

Recount:

| Precinct                  | Nov 6<br>Votes for<br>FONZARELLI | Nov 6<br>Votes for<br>CUNNINGHAM | Recount<br>Votes for<br>FONZARELLI | Recount<br>Votes for<br>CUNNINGHAM | Recount<br>All OTHER<br>Ballots | Ballots<br>Challenged by<br>FONZARELLI | Ballots<br>Challenged by<br>CUNNINGHAM | Ballots<br>Challenged by<br>BOTH | Precinct<br>Complete     |
|---------------------------|----------------------------------|----------------------------------|------------------------------------|------------------------------------|---------------------------------|--|--|----------------------------------|--------------------------|
| 0005-BLOOMINGTON W-1 P-07 | 0                                | 0                                | <input type="text" value="0"/>     | <input type="text" value="0"/>     | <input type="text" value="0"/>  | <input type="text" value="0"/>         | <input type="text" value="0"/>         | <input type="text" value="0"/>   | <input type="checkbox"/> |
| 0010-BLOOMINGTON W-1 P-08 | 0                                | 0                                | <input type="text" value="0"/>     | <input type="text" value="0"/>     | <input type="text" value="0"/>  | <input type="text" value="0"/>         | <input type="text" value="0"/>         | <input type="text" value="0"/>   | <input type="checkbox"/> |

Daily throughout the recount, input data from a single or multiple precincts and click Save. (Do not mark the Precinct Complete checkbox until after data is proofed in the next step.) After precinct(s) data has been entered and saved, print the Recount Results report and proof your numbers.

Select the Print Recount Results Report option.



Export and print the report in the same manner as printing the Recount Worksheet.

When data for a precinct(s) has been proofed and is correct, select the Enter Recount Results menu option and check the Precinct Complete checkbox for all precincts which have been proofed. Only precincts with the Precinct Complete checkbox marked will have results displayed on the public recount results web site each evening.

**Enter Recount Results**

Recount:

| Precinct                  | Nov 6<br>Votes for<br>FONZARELLI | Nov 6<br>Votes for<br>CUNNINGHAM | Recount<br>Votes for<br>FONZARELLI | Recount<br>Votes for<br>CUNNINGHAM | Recount<br>All OTHER<br>Ballots | Ballots<br>Challenged by<br>CUNNINGHAM | Ballots<br>Challenged by<br>FONZARELLI | Ballots<br>Challenged by<br>BOTH | Precinct<br>Complete                |
|---------------------------|----------------------------------|----------------------------------|------------------------------------|------------------------------------|---------------------------------|--|--|----------------------------------|-------------------------------------|
| 0005-BLOOMINGTON W-1 P-07 | 0                                | 0                                | 0                                  | 0                                  | 0                               | 0                                      | 0                                      | 0                                | <input checked="" type="checkbox"/> |
| 0010-BLOOMINGTON W-1 P-08 | 0                                | 0                                | 0                                  | 0                                  | 0                               | 0                                      | 0                                      | 0                                | <input type="checkbox"/>            |

## 14.2 CANVASSING BOARD REPORTS

For county or state offices wholly within one county, recount results are input into ERS, the printed Results Worksheet and Challenged Ballot reports can be used to resolve challenged ballots with the canvassing board. After determinations made by the canvassing board on challenged ballots have been input into ERS, updated state or county abstracts are generated within ERS and presented to the county canvassing board.

For federal offices or state offices in multiple counties, recount results input into ERS will be used to prepare a challenged ballot report for the state canvassing board. After determinations made by the canvassing board on challenged ballots have been input into ERS, an updated canvassing report will be generated and presented to the state canvassing board (or county canvassing board for a state office wholly within a single county or for a county office).

## 15.0 PUBLIC RECOUNT RESULTS

Federal and state office recounts reported in ERS may be publicly reported daily on the OSS website. For local office recounts, the recount official should notify interested parties of the outcome of the recount and cross reference recount findings in all permanent records. File a copy of Report of Recount Canvass in or with:

- Apparent winner
- Apparent loser
- Secretary of State (for state elections)
- Media
- Precinct tally lists
- Canvass book
- Election work folder
- Voting Equipment vendor if recount demonstrated equipment problems

## 16.0 ELECTION CONTESTS

Contests are judicial proceedings which occur following the filing of a lawsuit. A recount is one possible remedy in an election contest. Any voter in the election district (not just a candidate) may file a contest lawsuit. Time for notice of a contest for an office which is recounted pursuant to [M.S. 204C.35](#) or [M.S. 204C.36](#) shall begin to run upon certification of the results of the recount by the canvassing board. An election contest does not delay the timing of issuance of the certificate of election after the canvassing board has declared the results. ([M.S. 209](#))

## APPENDIX

### NOTICE OF RECOUNT

Date of Notice:

Notice to Candidates:

Notice to Auditor:

Dates of Recount:

Starting Times:

Location:

Office to be recounted:

The recount is open to the public.

**EXAMPLE LOCAL RECOUNT FORM-NOTICE TO CANDIDATES**

[insert date]

Name

Address

Address

SUBJECT: OFFICIAL NOTICE OF RECOUNT COUNTY COMMISSIONER [ ]

The purpose of this letter is to officially inform you that pursuant to M.S. § 204C.36, a recount has been requested by candidate [insert candidate name] [at his own expense] or [and must be provided without cost pursuant to state law].

The [Supervisor of Elections or County Auditor] will be conducting a recount of the [insert name of contest and district number] office and will be counting [number of segregated precincts that will be counted at one time] beginning on [insert date] at [insert time] in Room [insert room] of the [insert location and address]. This recount will be open to the public and candidates may be represented by counsel.

If you have any questions or concerns regarding this recount process, please feel free to contact me directly at [insert phone number].

Sincerely,

[insert name]

[Supervisor of Elections or County Auditor]

c: [insert name], \_\_\_\_\_ County Attorney

[insert name], \_\_\_\_\_ County Administrator

County Public Information

County Commissioners

Appropriate Clerks

Candidates

## RECOUNT CHECKLIST

### Forms and Instructions for Recount Team

- List of duties for recount team
- Steps in recount procedure
- Checklist
- General procedures
- Oral Instructions
- Publicly funded recount legal steps
- Emergency contact numbers
- Counter training & training schedule
- Location and date
- Backup location identified
- 4 to 8 hours to pull training materials together
- Training to be 2 hours – 6 sessions
- Recount official training
- Develop materials & schedule training
- Determine number of team leaders
- State Law
- With index to recount specific sections

### Recount Events

- Schedule recount activities
- Establish calendar of events
- Notify:
  - OSS Staff
  - Candidates
  - County Auditors
  - County courthouse security
- Media –draft media press release
- Counters and team leads
- Law Enforcement
- Canvassing Board
- Schedule information session for recount team
- Establish firm guidelines for release for ALL information to media & staff
- Designate media point of contact
- Only media point of contact has authority to give recount results
- Inquires
- Clearly list individual staff and department duties

## **Ballot Handling**

- Transportation
- Identify who will schedule (control) ballot transport
- Memo to involved jurisdictions of procedure for preparing ballots for transportation
- Determine delivery schedule
- Security around ballots
- Hire security
- 24/7 security
- Counting Method (single or multiple stations)
- Determine ballot workflow on-site

## **Observers and Media**

- Know and enforce limitation on number of observers
- Check observers/media in and out. Keep a log
- Provide easily identifiable name badges & require their use.
- Provide observer/media packet. Include:
  - Schedule of Events
  - Governing Laws, Purposes & processes.
  - Copy of original results
  - Contact information

## **Recount Results**

- Determine how results will be released; as count progresses or at completion?
- Notify interested parties of recount outcome.
- Notify Canvassing Board

## **Logistics**

- Staffing: on-going or in shifts?
- Identify number for recount team(s)
- Identify Recount Officials
- Costs
- Furniture – Table & Chairs
- Recount Set Up
- May need partitions
- Include an outer walkway for media and observers.
- Parking for counters
- Miscellaneous
- After hours contacts
- Maps

## **Supplies**



## **HANDCOUNTING BALLOTS IN A RECOUNT**

### **Preparing ballots from AB precincts**

**\*\*If not already completed, ballots from AB precincts must be separated by precinct.**

1. The recount official opens the ballot containers from the absentee precincts (including any write-ins);
2. One member of the recount team sorts ballots from the AB precincts by precinct;
3. Second member of the recount team reviews sorted ballots to verify they have been properly sorted;
4. When completed, absentee ballots are sealed in separate envelopes by precinct.

### **Counting a Precinct**

**\*\*The following steps should be completed by at least one team of 2 recount staff.**

1. Recount official opens precinct ballot containers (including any write-ins) and combines ballots with ballots from the appropriate absentee precinct envelope;
  - a. If the absentee precinct results were originally reported as a separate absentee total for the precinct, then absentee ballots for the precinct are recounted separately from the precinct ballots;
  - b. If the absentee precinct results were originally included in the precinct results (as required for state primary and state general elections), the precinct ballots (including write-ins) are combined with the ballots from the appropriate absentee precinct and all ballots will be counted and reported together as one total.
2. Recount team faces the ballots so they are all facing the same direction.
3. Recount official examines ballots and determines (using M.S. 204C.22) for whom the ballot was cast;
  - a. One pile for candidate A on the left;
  - b. One pile for candidate B on the right;
  - c. Other ballots in a third pile;
    - i. Other candidates, overvotes, undervotes.
4. Candidate or candidate's representative has the right to challenge in which pile a specific ballot is placed, and whether there are identifying marks on that ballot.
5. Keep the challenged ballots separated in piles by the challenging candidate.
6. Count the ballots in the piles as determined by the recount official.
7. When counting a specific pile, ballots must be stacked crosswise in groups of 25;

- a. Candidate or candidate's representative may immediately request that a pile of 25 be recounted a second time.
8. After all ballot piles have been counted, the vote counts for each candidate are announced and recorded in the candidates and "other" column of the Recount Results Worksheet.
9. Recount official reviews challenged ballots with candidate or candidate's representative;
  - a. May withdraw previous challenge
  - b. Record remaining challenged ballots in the "Challenged by columns" of the Recount Results Worksheet
  - c. If using Option 1 counting method, **Do Not** adjust the candidate column totals.
10. Challenged ballots must be labeled;
  - a. Precinct name, reason for the challenge, name of candidate initiating the challenge (or candidate represented and name of representative initiating the challenge);
  - b. Format: "Not {intent determined by sorter}, is {how challenger views intent}";
    - i. i.e. "Not Smith, is undervote", "Not Jones, is identifying mark";
  - c. On back of ballot and numbered sequentially across the county;
    - i. i.e. 1, 2, 3, etc., not Smith 1, 2, 3 and Jones 1, 2, 3.
11. Challenged ballots placed in "Challenged Ballots" envelope for that day;
  - a. Labeled and sealed at the end of the day.
12. The totals are written on the Recount Results Worksheet;
  - a. If ERS and ENR are being used to report results, input results daily;
  - b. Print Recount Results Worksheet to proof input;
  - c. Mark the Precinct Complete checkbox for proofed precincts;
  - d. Only precincts with the Precinct Complete checkbox marked will be displayed on the public recount results web site each evening.
13. Recount official may make copies of challenged ballots;
  - a. 4 copies (Auditor or clerk (if municipal or school election), OSS (if state election), both candidates);
  - b. Accompanied by others if leaving room.
14. Recount official reseals the ballot container for the precinct in public view.
15. Repeat steps for additional precincts.

16. When finished recounting all precincts, the recount official sign completed summary statement (recount worksheet) and sends both the summary statement and "Challenged Ballots" envelope(s) to the appropriate canvassing board.



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**Item Number:** 2024-529

**Meeting Date:** 11/5/2024

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**Sponsor:** Veterans Services

**Title**

Operation Green Light for Veterans

**Recommendation**

Support Operation Green Light for Veterans by displaying green lights in county buildings, businesses and residences from November 4-11, 2024, to honor individuals who made immeasurable sacrifices to preserve freedom for the community.

**Background and Rationale**

Ramsey County has great respect, admiration, and gratitude for all the men and women who have selflessly served our country and our community in the Armed Forces. Their contributions and sacrifices have been vital in maintaining the freedoms and way of life enjoyed by our residents. Nationally, approximately 200,000 service members transition to civilian communities annually, and studies indicate that 44-72 percent of them experience high levels of stress during transition and are at a high risk for suicide during their first year following military service.

[Operation Green Light](#) is a nationwide initiative to shine a light on the plight of veterans who are having a hard time connecting with benefits after serving their country. The National Association of Counties (NACo) encourages all counties, parishes and boroughs to recognize Operation Green Light by lighting public buildings in green. Last November, Ramsey County illuminated the Courthouse, Landmark Center, Plato, Law Enforcement Center, and the Union Depot in green to honor approximately 23,500 veterans and their family members who call the county home. This year, Ramsey County will again illuminate these five buildings in green from November 4-11, 2024, and it is encouraging residents and businesses to participate as well by simply changing one light bulb to green. By shining a green light, Ramsey County and its residents will let veterans know that they are seen, appreciated, and supported.

**County Goals** (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

**Racial Equity Impact**

While there is no direct racial equity impact, Operation Green Light is an opportunity to recognize all veterans for their sacrifice and raise awareness of the unique challenges they face as well as the services available through the county's Veterans Services.

**Community Participation Level and Impact**

This board action is to inform community and encourage participation. The level of community participation is potentially widespread in that the project calls on all individuals, whether they served in the military or not, to show support for Veterans by displaying a green light during the period of November 4-11, 2024. Information about Operation Green Light and related activities will be disseminated on Ramsey County communication channels which will include internal and external newsletters, posts on social media and news release leading up to and through the week of November 4, 2024.

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**Item Number:** 2024-529

**Meeting Date:** 11/5/2024

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Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

None

**Last Previous Action**

On October 24, 2023 the Ramsey County Board of Commissioners supported the first Operation Green Light for Veterans (Resolution B2023-189).

**Attachments**

None

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-461

**Meeting Date:** 11/5/2024

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**Sponsor:** Board of Commissioners

**Title**

Proposed Ramsey County Arts and Culture Advisory Commission Ordinance - Waive First Reading and Set Public Hearing Date

**Recommendation**

1. Waive the First Reading of the proposed Ramsey County Arts and Culture Advisory Commission Ordinance.
2. Set the Public Hearing date of December 3, 2024, at 9:00 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of Ramsey County Courthouse, 15 West Boulevard, Saint Paul, MN, to afford the public an opportunity to comment on the proposed ordinance to establish a Ramsey County Arts and Creative Enterprise Advisory Commission.

**Background and Rationale**

On June 25, 2024, Commissioner Frethem led a board workshop that laid the groundwork for a county-wide arts and culture strategy that included a recommendation to establish an Arts and Creative Enterprise Advisory Commission. The Ramsey County Board of Commissioners is authorized by Section 2.02(B) of the Ramsey County Charter to establish any county board or commission by ordinance. An Arts and Creative Enterprise Advisory Commission would not discontinue or reassign any function of the Ramsey County Charter and does not alter the obligation of the county to provide services by state or federal law.

The Ramsey County Board of Commissioners seeks to establish the Ramsey County Arts and Creative Enterprise Advisory Commission. The Commission shall be charged with:

1. Assisting the County Manager and Ramsey County Board of Commissioners in developing and updating a county-wide arts and creative enterprise strategy, which:
  - a. Evaluates and studies key issues and trends impacting arts and the growth of creative enterprises in Ramsey County and the surrounding region, including but not limited to: economic impact of arts and cultural activity, workforce participation in arts and cultural organizations, impact and effectiveness of marketing promotion, and other investments; and,
  - b. Makes recommendations to encourage the development of cultural programs and activities, with special emphasis on the development of organizations and artists underrepresented in the arts and cultural economy.
  - c. Makes recommendations to create opportunities for all residents to have equitable access to the arts and means of cultural expression.
  - d. Makes recommendations to encourage the development of cultural programs and activities, with special emphasis on the development of organizations, events, and activities that can be promoted and marketed to external partners.
2. Communicating and engaging with artists, arts and culture organizations, the greater community, and county personnel regarding the local arts and cultural landscape, including challenges and opportunities.
3. Identifying resources for date, technical assistance, and funding opportunities to support Ramsey County's arts and cultural strategic goals.

- 4. Performing other duties as assigned by the Ramsey County Board or requested by the County Manager related to advancing arts or culture in Ramsey County.

The Ramsey County Arts and Creative Enterprise Advisory Commission should be comprised of at least 14 members representing a wide range of creative enterprise industries. The Ramsey County Home Rule Charter section 5.01.A.1 requires that certain acts of the Ramsey County Board shall be by ordinance, including: "Establish, structure, merge or abolish any county department, office, agenda, board or commissions, except as provided for in this charter."

The Ramsey County Home Rule Charter section 5.02 states each proposed ordinance shall receive two readings: first, at the time it is presented, and second, at the time of the public hearing as required by law. Both readings may be waived if a copy of the ordinance is supplied to each member of the Ramsey County Board prior to its introduction. In accordance with these requirements, the proposed Ramsey County Arts and Culture Advisory Commission Ordinance was provided to each commissioner prior to its introduction on November 5, 2024. Therefore, the first reading may be waived by duly made motion and majority vote.

The Ramsey County Home Rule Charter section 5.02 states that every proposed ordinance shall hold a public hearing as required by law. A notification of the public hearing, which includes the draft ordinance will be publicized in advance of the public hearing.

This action sets the date of the Public Hearing as December 3, 2024 at 9:00 a.m., or as soon thereafter as possible, in the Council Chambers. Persons who intend to testify are encouraged to sign up online at [ramseycounty.us/chiefclerk](http://ramseycounty.us/chiefclerk) or contact the Chief Clerk at 651-266-9200 prior to December 3, 2024. If in-person testimony is not feasible, comments may alternatively be provided via the following methods:

- Email: [chiefclerk@ramseycounty.us](mailto:chiefclerk@ramseycounty.us) <mailto:chiefclerk@ramseycounty.us>
- Phone 651-266-9200
- Written letter to: Chief Clerk, 15 West Kellogg Blvd, 250 Courthouse, Saint Paul, MN 55102

**County Goals** (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

Creative enterprises and the arts celebrate the rich diversity that is reflected by our own county and region. Growing Opportunities to expand the arts and creative industries will help to create greater entrepreneurial opportunities for racial and ethnic communities that have been strategically devalued by systemic racism.

**Community Participation Level and Impact**

The Ramsey County Board of Commissioners recognizes that the arts and cultural economy are critical to the success of the community and achieving the vision of a vibrant community where all are valued and thrive. The establishment of a new commission provides greater opportunity to partner with community on best to adequately support the creative enterprise economy. Access to arts and cultural education opportunities is necessary for all communities to see themselves as their stories are valued and essential to our shared identity. The board recognizes its role of working with residents to support quality of life. Ramsey County cannot develop a comprehensive and effective strategy for arts and cultural promotion, access, and expansion without industry knowledge, lived experience and partnership.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

Creative enterprises are a growing industry across numerous arts spaces in the region. The industry is essential to a vibrant and thriving community. A community's arts and cultural economy improves the region's



broader economic health. Arts, entertainment, and recreation industries lost the highest percentage of jobs in recent years. There is an opportunity to capitalize on statewide investments in film productions and enhance Ramsey County placemaking initiatives. Establishing the commission now will provide an opportunity to incorporate efforts and subsequent programming into the next biennial budget.

**Last Previous Action**

On June 25, 2024, Commissioner Frethem led a board workshop ([AGENDA PACKET](https://ramseycountymn.legistar.com/MeetingDetail.aspx?ID=1205352&GUID=E6309270-831D-4287-8E8B-6E02C376F1AB&Options=info|&Search=>)) <  
<https://ramseycountymn.legistar.com/MeetingDetail.aspx?ID=1205352&GUID=E6309270-831D-4287-8E8B-6E02C376F1AB&Options=info|&Search=>> that laid the groundwork for a county-wide arts and culture strategy that included a recommendation to establish an Arts and Creative Enterprise Advisory Commission.

**Attachments**

1. Proposed Ordinance
2. Public Hearing Notice
3. Schedule of Events

**Ordinance**

Board of

**Ramsey County Commissioners**

Presented By: Commissioner Frethem Date: \_\_\_\_\_ No. \_\_\_\_\_

Attention: County Attorney

Finance

Procurement Office

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An Ordinance requiring the establishment of an Arts and Creative Enterprise Advisory Commission pursuant to Section 2.02(B) of the Ramsey County Charter which authorizes the Ramsey County Board of Commissioners to establish any commission by Ordinance.

The Board of Commissioners of the County of Ramsey does ordain:

**SECTION 1 – TITLE; INTENT AND PURPOSE; AND AUTHORITY**

**A. Title.** This Ordinance shall be known and may be cited as the “Ramsey County Arts and Culture Advisory Commission Ordinance.”

**B. Intent and Purpose.**

- 1.) Whereas, on June 25, 2024, the Ramsey County Board of Commissioners (the “Board”) held a workshop that laid the groundwork for a County-wide Arts and Culture strategy that included a recommendation to establish an Arts and Creative Enterprise Advisory Commission (the “Commission”).
- 2.) Whereas, it is the intent and objective of Ramsey County to establish an Arts and Culture Advisory Commission to ensure community input and oversight that equitably coordinates investments, identifies needs and opportunities, and provides strategic direction.
- 3.) Whereas, it is the purpose of this Ordinance to ensure that the intent and objectives referenced above are implemented by the County.
- 4.) Whereas, it is determined that said intent and objectives are most effectively accomplished by and through the establishment of an Arts and Creative Enterprise Advisory Commission.

**C. Authority.** This Ordinance is enacted pursuant to the powers granted to Ramsey County under Minnesota Statute Section 375.51, and 2.02(B) of the Home Rule Charter for Ramsey County, and other applicable state laws, as they may be amended from time to time.

**SECTION 2 – THE COMMISSION**

- 1.) **DUTIES AND OBLIGATIONS.** The Commission shall be charged with assisting the

County Manager and the Board in developing and updating County-wide arts and creative enterprise strategies, that undertakes the following:

- a. Evaluating and studying key issues and trends impacting the arts and the growth of creative enterprises in Ramsey County and the surrounding region, including, but not limited to: economic impact of arts and cultural activity, workforce participation in arts and cultural organizations, impact and effectiveness of marketing, promotion, and other investments; and,
  - b. Make recommendations to encourage the development of cultural programs and activities, with special emphasis on the development of organizations and artists underrepresented in the arts and cultural economy.
  - c. Make recommendations to create opportunities for all residents to have equitable access to the arts and means of cultural expression.
  - d. Make recommendations to encourage the development of cultural programs and activities, with special emphasis on the development of organizations, events, and activities that can be promoted and marketed to external partners.
- 2.) **MEMBERSHIP.** The Commission shall be comprised of at least 14 members, representing a wide range of creative enterprise industries.
- 3.) **APPOINTMENTS AND VACANCIES.** The Board shall make initial appointments to the Commission. The initial appointees shall be charged with establishing bylaws and membership guidelines that include terms lengths and limits, standing memberships, committee structures, and other policies and practices necessary to fulfill the duties assigned. Vacancies shall be filled by the Board through its Commission appointment process.
- 4.) **CHAIRPERSON.** The members of the commission shall elect a chairperson and vice-chairperson to serve at its pleasure, and such persons shall have the customary powers and duties of such officers.
- 5.) **MEETINGS.** The commission shall fix the time and place for regular meetings. The chairperson shall have the power to call special meetings of the commission. Half (1/2) of the current membership plus one (1) member shall constitute a quorum.

### **SECTION 3 – REQUIREMENTS**

- 1.) **ENACTMENT.** This Ordinance shall be in full force and effect from and upon publication after it is approved by the Board.
- 2.) **CAPTIONS AND HEADINGS.** The captions and headings used in this Ordinance are for convenience of reference only and do not define or limit the contents of each paragraph.
- 3.) **SEVERABILITY.** If portion of this Ordinance is for any reason held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Ordinance. The Board hereby declares that it would have adopted this Ordinance for each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be

declared invalid.

- 4.) **AMENDMENTS.** This Ordinance may be amended from time to time by the Board according to the provisions of the Ramsey County Charter.

## PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a public hearing at 9 a.m., or as soon thereafter as possible, on Tuesday, December 3, 2024, in the Ramsey County Courthouse – Saint Paul City Hall (Council Chambers - Room 300), 15 West Kellogg Boulevard, Saint Paul, MN 55102.

This public hearing will be conducted in order to afford the public an opportunity to comment on the proposed Ramsey County Arts and Culture Advisory Commission Ordinance.

The entire proposed Ordinance can be found on Ramsey County's web site [www.ramseycounty.us](http://www.ramseycounty.us) (under the Public Notice section on the Ramsey County Board of Commissioners' page) or obtained by calling the Chief Clerk – County Board at 651-266-9200.

Persons who intend to testify are requested to contact the Chief Clerk – County Board prior to December 3, 2024. If in-person testimony is not feasible, comments may alternatively be provided via the following methods:

**Zoom Webinar ID:** 994 2071 4808 | **Passcode:** 650808 | **Phone:** 651-372-8299

**Email:** [chiefclerk@ramseycounty.us](mailto:chiefclerk@ramseycounty.us) | **Phone:** 651-266-9200 | **Written Mail:** Chief Clerk, 15 W. Kellogg Blvd, Suite 250, Saint Paul, MN 55102

**Schedule of Events**

|                   |   |
|-------------------|---|
| November 5, 2024  | First Reading of Ordinance<br>Set Date for Public Hearing |
| November 13, 2024 | Publication of Public Hearing Notice                      |
| December 3, 2024  | Second Reading of Ordinance<br>Hold Public Hearing        |
| December 17, 2024 | Action on Adoption of Ordinance                           |
| January 31, 2025  | Effective date of Ordinance                               |