



# Board of Commissioners

## Agenda - Final-revised

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

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June 22, 2021 - 9 a.m.

Council Chambers - Courthouse Room 300

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Pursuant to Minnesota Statutes Section 13D.02, as amended by 2021 Session Laws Chap. 14, the meeting will be held in person at the regular meeting location. Some commissioners might participate by interactive technology. Members of the public may attend in person, consistent with federal, state, and local guidance on the COVID-19 pandemic. The meeting broadcast will also be available online and linked via [ramseycounty.us/boardmeetings](http://ramseycounty.us/boardmeetings).

### ROLL CALL

### PLEDGE OF ALLEGIANCE

1. **Agenda of June 22, 2021 is Presented for Approval.** [2021-331](#)

Sponsors: County Manager's Office

Approve the agenda of June 22, 2021.

2. **Minutes from June 15, 2021 are Presented for Approval** [2021-332](#)

Sponsors: County Manager's Office

Approve the June 15, 2021 Minutes.

### PROCLAMATION

3. **Proclamation: Immigrant Heritage Month** [2021-285](#)

Sponsors: County Manager's Office

### COVID UPDATE

### ADMINISTRATIVE ITEMS

4. **Terms of Collective Bargaining Agreements with the American Federation of State, County and Municipal Employees Local 8, Assistant County Attorney unit, for the Year 2021** [2021-308](#)

Sponsors: Human Resources

1. Approve the terms of the collective bargaining agreement with American Federation of State, County and Municipal Employees Local 8, Assistant County Attorney unit for the year 2021.
2. Authorize the Chair and the County Manager, as representatives of the County, to approve

and sign the agreement incorporating these terms and conditions.

**5. Terms of Collective Bargaining Agreements with Teamsters 320 Correctional Officer 3 for the Year 2021** [2021-310](#)

Sponsors: Human Resources

1. Approve the terms of the collective bargaining agreement with Teamsters 320 Correctional Officer 3's for the year 2021.
2. Authorize the Chair and the County Manager, as representatives of the County, to approve and sign the agreement incorporating these terms and conditions.

**6. Eliminate Wages Below \$15 per Hour in Ramsey County Salary Plans** [2021-319](#)

Sponsors: Human Resources

1. Authorize the County Manager to eliminate wages below \$15 per hour in Ramsey County's salary plans effective June 26, 2021.
2. Authorize the Human Resources Director in consultation with the County Manager to conduct necessary transactions to adjust compensation for any employee making less than \$15.00/hour.

**7. Master Agreements with Vendors for Materials Testing** [2021-315](#)

Sponsors: Public Works

1. Approve the selection of and agreements with the following businesses for Materials Testing for the period of June 23, 2021 through June 22, 2023, with an option to renew for up to three one-year periods, in accordance with the rates established in the agreements:
  - American Engineering Testing, Inc, 555 Cleveland Avenue North, Saint Paul, MN 55114 (Contract RC-000400)
  - Braun Intertec Corporation, 11001 Hampshire Avenue South, Minneapolis, MN 55438 (Contract RC-000401)
  - WSB & Associates, Inc, 701 Xenia Ave S, Suite 300, Golden Valley, MN 55416 (Contract RC-000402)
2. Authorize the Chair and Chief Clerk to execute the agreements.
3. Authorize the County Manager to approve and execute amendments to the agreements, in accordance with the County's procurement policies and procedures, provided the amounts are within available funding.

**8. Larpenteur Avenue Emergency Road/Culvert Repairs** [2021-353](#)

Sponsors: Public Works

1. Authorize the County Manager to approve and execute agreements and contracts directly related to this emergency in accordance with the County's procurement policies and procedures, provided the amounts are within the available funding.
2. Authorize the County Manager to approve and execute amendments to agreements and contracts in accordance with the County's procurement policies and procedures, provided the amounts are within the available funding.

**9. Appointments to the Community Health Services Advisory Committee** [2021-307](#)

Sponsors: Public Health

Appoint the following individuals to the Community Health Services Advisory Committee for a term beginning June 25, 2021 and ending June 26, 2023:

<u>District</u>	<u>Appointee</u>
1	Hannah Fairman
2	Alyssa Fritz
3	Georgie Kinsman
4	Ayah Mohammed
5	Manoj Doss
6	Pa Vang
7	Jennifer Arnold
At-Large	Steve Nelson
At-Large	Carol Thunstrom

## **POLICY ITEM**

### **10. Housing and Redevelopment Authority Area of Operation**

[2021-320](#)

Sponsors: Community & Economic Development

Approve the Ramsey County Housing and Redevelopment Authority area of operation countywide, excluding North Saint Paul.

## **ORDINANCE PROCEDURES**

### **11. Ramsey County Commissioner's Salary Ordinance for 2022**

[2021-309](#)

Sponsors: Human Resources

Approve the Ramsey County Commissioner's Salary Ordinance for 2022.

## **LEGISLATIVE UPDATE**

## **COUNTY CONNECTIONS**

## **OUTSIDE BOARD AND COMMITTEE REPORTS**

## **BOARD CHAIR UPDATE**

## **ADJOURNMENT**

Following County Board Meeting:

Housing and Redevelopment Authority Meeting: Council Chambers – Courthouse Room 300

10:30 a.m. (estimated) - County Board Workshop: Safety and Justice Service Team & The Saint Paul Community First Public Safety Commission: Council Chambers – Courthouse Room 300

1:30 p.m. - County Board Virtual Workshop: State Fair Requests for Security Services: Council Chambers – Courthouse Room 300

Advance Notice:

June 29, 2021 No county board meeting – 5th Tuesday

July 6, 2021 County board meeting – Council Chambers

July 13, 2021 No county board meeting – NACO Annual Conference

July 20, 2021 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:** 2021-331

**Meeting Date:** 6/22/2021

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**Sponsor:** County Manager's Office

**Title**

Agenda of June 22, 2021 is Presented for Approval.

**Recommendation**

Approve the agenda of June 22, 2021.



# Board of Commissioners

## Request for Board Action

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

---

**Item Number:** 2021-332

**Meeting Date:** 6/22/2021

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**Sponsor:** County Manager's Office

**Title**

Minutes from June 15, 2021 are Presented for Approval

**Recommendation**

Approve the June 15, 2021 Minutes.

**Attachments**

1. June 15, 2021 Minutes



# Board of Commissioners

## Minutes

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

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June 15, 2021 - 9 a.m.

Council Chambers - Courthouse Room 300

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The Ramsey County Board of Commissioners met in regular session at 9:02 a.m. with the following members present: Frethem, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt, and Chair Carter. Also present were Ryan O'Connor, County Manager, and Sam Clark, Civil Division Director, Ramsey County Attorney's Office.

### ROLL CALL

Present: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

### PLEDGE OF ALLEGIANCE

1. Agenda of June 15, 2021 is Presented for Approval. [2021-323](#)

Sponsors: County Manager's Office

Approve the agenda of June 15, 2021.

Motion by McDonough, seconded by McGuire. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

2. Minutes from June 8, 2021 are Presented for Approval [2021-324](#)

Sponsors: County Manager's Office

Approve the June 8, 2021 Minutes.

Motion by Reinhardt, seconded by Frethem. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

### PROCLAMATION

3. Proclamation: Pride Month [2021-273](#)

Sponsors: Social Services

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

### ORDINANCE PROCEDURES

4. Proposed Ramsey County Commissioner's Salary Ordinance for 2022 - Waive Second Reading [2021-291](#)

Sponsors: Human Resources

Waive the Second Reading of the proposed Ramsey County Commissioner's Salary Ordinance for 2022

Motion by Ortega, seconded by MatasCastillo. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt  
 Resolution: [B2021-129](#)

5. Proposed Ramsey County Commissioner's Salary Ordinance for 2022 - Public Hearing [2021-290](#)

Sponsors: Human Resources

Hold a Public Hearing to afford the public an opportunity to comment on the proposed Ramsey County Commissioner's Salary Ordinance for 2022.

Chair Carter opened the Public Hearing at 9:19 a.m. She called three times for public comment. Hearing none, she closed the public hearing at 9:20 a.m.

## ADMINISTRATIVE ITEMS

6. Request for an Unclassified Full-Time Equivalent [2021-297](#)

Sponsors: County Attorney's Office and Human Resources

Approve the designation of a current vacant Full-Time Equivalent in the unclassified service in the classification title of Assistant Division Director - County Attorney position in accordance with Minnesota Statutes 383A.282 and 383A.286, subdivision 3.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt  
 Resolution: [B2021-130](#)

7. Sale of a Tax-Forfeited Property Located at 390 Fry Street to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota [2021-280](#)

Sponsors: Property Tax and Election Services

1. Approve the sale of the tax-forfeited property located at 390 Fry Street (33-29-23-41-0065) to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota for \$7,275.00, plus maintenance costs and recording fees, with a deed restriction and/or restrictive covenant limiting purchases of the property for the next seven years to parties qualifying for affordable housing; and
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt  
 Resolution: [B2021-131](#)

8. Sale of a Tax-forfeited Property Located at 612 Wells Street to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota [2021-281](#)

Sponsors: Property Tax and Election Services

1. Approve the sale of the tax-forfeited property located at 612 Wells Street (29-29-22-42-0195) to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota for \$3,500.00, plus maintenance costs and recording fees, with a deed restriction and/or restrictive covenant limiting purchases of the property for the next seven years to parties qualifying for affordable housing; and
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.



Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt  
Resolution: [B2021-132](#)

9. Repurchase of a Tax-forfeited Property Located at 1700 Barclay Street North, [2021-282](#)  
Maplewood, MN 55109

Sponsors: Property Tax and Election Services

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:

Commissioner District 7

PIN: 15-29-22-34-0022

Property Address: 1700 Barclay Street North, Maplewood, MN 55109

Repurchase Amount Due to Date: \$23,372.06

2. Approve the repurchase of the above tax-forfeited property by Richard A. Lang, fee owner at the time of forfeiture, ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will a) execute a repurchase contract; and b) provide the required down-payment or payment-in-full of all back taxes, interest, penalties, recording fees and costs and maintenance costs at the time of execution.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt  
Resolution: [B2021-133](#)

10. Memorandum of Understanding with the State of Minnesota for Participation in [2021-276](#)  
the Minnesota Early Childhood Longitudinal Data System

Sponsors: Public Health

1. Approve the Memorandum of Understanding with the State of Minnesota on behalf of its Department of Education for participation in the Minnesota Early Childhood Longitudinal Data System.
2. Authorize the County Manager to execute the Memorandum of Understanding.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt  
Resolution: [B2021-134](#)

11. Amended and Restated Joint Powers Agreement Establishing the Gold Line [2021-271](#)  
Joint Powers Board

Sponsors: Public Works

1. Approve the Amended and Restated Joint Powers Agreement Establishing the Gold Line Joint Powers Board with Washington County, Washington County Regional Railroad Authority and Ramsey County Regional Railroad Authority for the Gold Line Joint Powers Board.
2. Authorize the Chair and Chief Clerk to execute the document.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt  
Resolution: [B2021-135](#)

12. 2021 Violence Against Women Act Services, Training, Officers Prosecutors [2021-294](#)  
Special Projects Grant from the State of Minnesota

Sponsors: County Attorney's Office and Sheriff's Office

1. Ratify the Violence Against Women Act Services, Training, Officers Prosecutors Special Projects 2021 grant application to the Office of Justice Programs for effective law enforcement and prosecution services to combat violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence and stalking.
2. Accept the Violence Against Women Act Services, Training, Officers Prosecutors Special Projects 2021 Grant and approve the grant agreement with the Office of Justice Programs for effective law enforcement and prosecution services for the period of April 1, 2021 through December 31, 2022 in the amount of \$350,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Approve an increase in the personnel complement of the County Attorney's Office by 1.0 Full Time Equivalent Assistant County Attorney.
5. Approve an increase in the personnel complement of the Sheriff's Office by 1.0 Full Time Equivalent Deputy Sheriff.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2021-136](#)

- 13.** Grant Award from Minnesota Department of Commerce for Minnesota Auto Theft Prevention Program - Youth Intervention Project [2021-298](#)

Sponsors: County Attorney's Office and Sheriff's Office

1. Accept a grant award of \$499,929.60 and approve a grant agreement with the Minnesota Department of Commerce for Auto Theft Prevention Program - Youth Intervention Program for the period of July 1, 2021 to June 30, 2023.
2. Authorize the Chair and Chief Clerk to execute the grant agreement.
3. Approve an increase in the personnel complement of the Sheriff's Office by 1.0 FTE Deputy Sheriff.
4. Approve an increase in the personnel complement of the County Attorney's Office by 1.0 FTE Assistant County Attorney.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2021-137](#)

- 14.** Grant Award from Minnesota Dept of Commerce for Minnesota Auto Theft Prevention Program - Dedicated Personnel & Training [2021-299](#)

Sponsors: County Attorney's Office and Sheriff's Office

1. Accept a grant award of \$568,969.60 and approve a grant agreement with the Minnesota Department of Commerce for Auto Theft Prevention - Dedicated Personnel & Training for the period of July 1, 2021 to June 30, 2023.
2. Authorize the Chair and Chief Clerk execute the grant agreement.
3. Approve an increase in the personnel complement of the Sheriff's Office by 1.0 Full Time Equivalent Deputy Sheriff.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2021-138](#)

- 15.** County Attorney Report on 2020 Civil Asset Forfeiture Funds [2021-293](#)

Sponsors: County Attorney's Office

Accept the County Attorney Report on Civil Asset Forfeitures - County Attorney 2020 Activity.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2021-139

- 16.** Fiscal Agent Agreement for the High Intensity Drug Trafficking Area Program Grant. [2021-302](#)

Sponsors: Sheriff's Office

1. Approve the Fiscal Agent Agreement with the cities of New Brighton, Roseville, Saint Paul, Maplewood, Mounds View and White Bear Lake for the High Intensity Drug Trafficking Area Program Grant for the term beginning July 1, 2021 through December 31, 2022.
2. Authorize the Chair and Chief Clerk to execute the Fiscal Agent Agreement.
3. Authorize the County Manager to approve and execute amendments to the Fiscal Agent Agreement including amendments to renew the term of the agreements with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2021-140

- 17.** Grant Award from Minnesota Department of Commerce for Minnesota Auto Theft Prevention Program - Dedicated Investigator, Training and Equipment. [2021-303](#)

Sponsors: Sheriff's Office

1. Ratify the Auto Theft Prevention grant applications to the Minnesota Department of Commerce.
2. Accept a grant award of \$283,745 and approve a grant agreement with the Minnesota Department of Commerce for Auto Theft Prevention - Dedicated Personnel and Training for the period of July 1, 2021 to June 30, 2023.
3. Authorize the County Manager to execute future Auto Theft Prevention grants, in a form approved by the County Attorney's Office, through December 31, 2026.
4. Approve an increase in the personnel complement of the Sheriff's Office by 1.0 Full Time Equivalent Deputy Sheriff.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2021-141

- 18.** Sheriff's Office Reports on 2020 Civil Asset Forfeiture Reports. [2021-304](#)

Sponsors: Sheriff's Office

Accept the Sheriff's Office Reports on Civil Asset Forfeitures - Sheriff's Office 2020 Activity.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2021-142

- 19.** Appointment to Committees of the Citizens Advisory Council [2021-279](#)

Sponsors: Social Services

Appoint individuals to serve on the committee of the Citizens Advisory Council (CAC) for the Social Services Department beginning with the date of appointment and terminating on June 30, 2022.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2021-143

**POLICY ITEM**

- 20.** Minnesota Council on Local Results and Innovation’s Performance Measurement Program [2021-289](#)

Sponsors: County Manager's Office

1. Approve continuation of Ramsey County's participation in the Minnesota Council on Local Results and Innovation's Performance Measurement Program, as well as public distribution of the performance measures report via the County's website.
2. Ratify the County Manager’s submission of Ramsey County’s annual report of its adopted performance measures to the Office of the State Auditor.

Motion by MatasCastillo, seconded by McDonough. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2021-144

**LEGISLATIVE UPDATE**

Presented by Commissioner McGuire. Discussion can be found on archived video.

**COUNTY CONNECTIONS**

Presented by County Manager, Ryan O'Connor. Discussion can be found on archived video.

**OUTSIDE BOARD AND COMMITTEE REPORTS**

Discussion can be found on archived video.

**BOARD CHAIR UPDATE**

Discussion can be found on archived video.

**ADJOURNMENT**

Chair Carter declared the meeting adjourned at 9:56 a.m.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2021-285

**Meeting Date:** 6/22/2021

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**Sponsor:** County Manager's Office

**Title**

Proclamation: Immigrant Heritage Month

**Attachments**

1. Proclamation

# Proclamation

WHEREAS, The month of June is Immigrant Heritage Month to honor and celebrate the diverse traces of immigrant heritage in all of us; and

WHEREAS, According to the most recent census report, nearly 16 percent of Ramsey County residents identify as foreign-born; and

WHEREAS, Immigrants strengthen our economy, contribute to the vibrancy of our communities and are part of a tapestry of diverse cultures that make our county unique; and

WHEREAS, The traditions, customs, life experiences, wisdom, hard work and civic participation of immigrants strengthen and enrich our county, state and nation; and

WHEREAS, The COVID-19 pandemic underscored what was already known to be true, that immigrants and those who serve immigrant families are invaluable partners and leaders in our community; and

WHEREAS, We honor the significant roles that immigrants and their families, especially Ramsey County employees, continue to play in improving our systems, processes and policies to advance racial equity; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares June 2021 as Immigrant Heritage Month in recognition of the contributions and sacrifices that immigrants and families of immigrants have made to be here today; and Be It Further

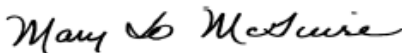
PROCLAIMED, The Ramsey County Board of Commissioners celebrate immigrants whose heritage and stories of resilience are woven into the fabric of this country's history, present and future.



Toni Carter, Board Chair, District 4



Nicole Frethem, Commissioner, District 1



Mary Jo McGuire, Commissioner, District 2



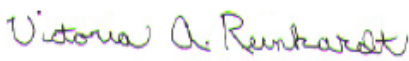
Trista MatasCastillo, Commissioner, District 3



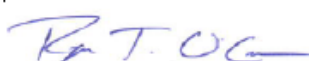
Rafael E. Ortega, Commissioner, District 5



Jim McDonough, Commissioner, District 6



Victoria Reinhardt, Commissioner, District 7



Ryan T. O'Connor, County Manager

# Board of Commissioners

## Request for Board Action

Item Number: 2021-308

Meeting Date: 6/22/2021

**Sponsor:** Human Resources

### Title

Terms of Collective Bargaining Agreements with the American Federation of State, County and Municipal Employees Local 8, Assistant County Attorney unit, for the Year 2021

### Recommendation

1. Approve the terms of the collective bargaining agreement with American Federation of State, County and Municipal Employees Local 8, Assistant County Attorney unit for the year 2021.
2. Authorize the Chair and the County Manager, as representatives of the County, to approve and sign the agreement incorporating these terms and conditions.

### Background and Rationale

Collective bargaining with American Federation of State, County and Municipal Employees Local 8, Assistant County Attorney unit has resulted in a tentative agreement for a one-year contract for the year of 2021. This bargaining unit represents approximately eighty-five employees who are personnel in the Ramsey County Attorney's Office in the job classification of Assistant County Attorney.

The current agreement expired December 31, 2020 and County Board approval of new agreements is required. The proposed settlement is the successful result of negotiations between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process.

The settlement was reached between the parties on May 17, 2021. The Union subsequently voted to ratify the tentative agreement on June 7, 2021. Although the challenges were significant, there was ample opportunity to address the interests of both union and management and there is a successful conclusion of this process. The proposed settlement addresses the important interests of affected employees and the County while staying within the financial parameters authorized by the County Board.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

Race equity impact is unknown.

### Community Participation Level and Impact

This action is strictly operational and internal facing. Ramsey County residents do not participate in labor contract negotiations. The community is informed of this action through County Board documentation that is published online at <https://ramseycountymn.legistar.com/Calendar.aspx>.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

Sufficient funds are available for the 0.5% general wage adjustment in the Ramsey County Attorney's Office 2021 operating budget.

**County Manager Comments**

County Board approval is required for labor agreements.

**Last Previous Action**

None

**Attachments**

1. 2021 AFSCME Local 8, Assistant County Attorney unit Tentative Agreement Summary List



**AFSCME Local 8 – Assistant County Attorney**

**Tentative Agreement List for 2021**

**TA Reached 05/19/2021**

**DURATION**

This Agreement shall be effective as of the first day of January 2021 and shall remain in full force and effect until the last day of December 2021.

**COMPENSATION RELATED CHANGES:**

**WAGES** **2021**

Increase: 0.5%

Effective Date: First Full Pay Period (FFPP) following January 1, 2021. Employees shall progress through the wage schedule per the applicable salary plan in 2021.

**INSURANCE**

**Medical:** **2021**

Single Coverage:  
Employee Pays \$75/mo.

Family Coverage:  
Split of Increase 75% employer  
25% employee

**Dental:**

2021 – 50/50 split of premium increase/decrease

New insurance premium rates effective January 1, 2021.

**RETIREE INSURANCE CONTRIBUTIONS**

**Regular Retiree Minimum Payment:**

**2021**

Single – No less than: \$65/mo.  
Family – No less than: \$140/mo.

Early Retiree Medical – Same contribution as active employee for 2021.

**OTHER ITEMS:**

**Administrative Allowance – Article 12.4**

Effective the first full pay period following January 1, 2021, the administrative allowance will be increased from \$1,175 to \$1,265.

### New MOA – Continuing Legal Education (CLE) Funds – 2021

Assistant County Attorneys will receive CLE funds of \$500 for 2021 in addition to any unused accrued CLE funds from 2018-2020 up to a maximum of \$1,200 per employee. Any funds remaining in an individual attorney's account at the end of the day on December 31, 2021 will be forfeited to the jointly administered CLE Committee fund account.

### MOAs

- Vacation Advance (i)- **Continue agreement**
- LMC (ii) - **Continue agreement**
- Legal Representation (iii) - **Continue agreement**
- Long & Short Term Disability (iv)- **Continue agreement**
- Phased Retirement Option (v) - **Continue agreement**
- Extended Flexible working hours 6.6.2018 - **Remove based on completed 2.5.2019 MOA**
- Extended Flexible Leave (vi) - **Continue agreement for year of 2021**
- Facility Support Dog Pilot Program (vii) - **Continue agreement for year of 2021**
- Continuing Legal Education (CLE) Funds (viii) - **New**

### Housekeeping

- Update dates and numbering throughout the contract.
- Add page numbers to MOAs and add to index.
- Modify gender pronouns.

Parties to review upon redline of final agreement.

### LANGUAGE CHANGES

#### **Article 12 Wages**

- 12.1 Wage Schedules -- ~~2018, 2019, 2020~~ 2021. Employees shall be compensated in accordance with the wage schedules attached to this Agreement and marked Appendix A. The attached wage schedules shall be considered part of this Agreement. When any classification not listed on the wage schedule is established which involves functions substantially similar in their nature, character and scope to those performed in whole or in part by an existing classification which is a part of the bargaining unit as defined in Article 2.1 of this Agreement, the Employer shall designate the rate structure for the position. In the event the Union does not agree that the rate is proper, the Union shall have the right to submit the issue as a grievance at Step 4 of the grievance procedure. The general salary increase will be ~~2.5~~ 0.5% effective the first full pay period following ~~1/1/18, 2.5% effective 1/1/19, and 2.5% effective 1/1/20~~ 1/1/2021. Employees shall progress through the wage schedule per the applicable salary plan in 2021.
- 12.4 Professional License Fees and Administrative Allowance - The County will pay the actual annual cost of the Minnesota Attorney License on behalf of each attorney in the bargaining unit. The County will pay an administrative allowance annually to each attorney in the bargaining unit. This amount will be prorated during an Attorney's first calendar year of employment. ~~Effective the first full pay period following 1/1/18, the administrative allowance will be increased from nine hundred seventy-five dollars (\$975) to one thousand one hundred and fifty dollars (\$1,150). Effective the first full period following 1/1/19, the administrative allowance will be increased to one thousand one hundred seventy five dollars (\$1,175). Effective the first full pay period following 01/01/2021, the administrative allowance will be increased to one~~

thousand two hundred sixty five dollars (\$1,265). Part-time employees will have their administrative allowance pro-rated based on their reduced work schedule as measured by the administrative allowance for full-time employees.

## **Article 17 Insurance**

17.1 Employee Insurance – The County will provide the following insurance contributions on the 1st of the month following 30 (thirty) days of employment to provisional, probationary and permanent employees who elect insurance coverage: (All contributions shown for medical and dental are monthly and based on full-time employment.)

(1) Medical Insurance:

~~2018—Employees shall contribute \$65 for single coverage. For family coverage, the County shall pay 75% of the premium increase from 2017 to 2018 and the employee shall pay 25% of the increase.~~

~~2019—Employees shall contribute \$65 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2018 to 2019, 75% County/25% employee.~~

~~2020—Employees shall contribute \$70 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2019 to 2020, 75% County/25% employee.~~

2021 - Employees shall contribute \$75 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2020 to 2021, 75% County/25% employee.

Changes will be effective on January 1, 2021 ~~of each year~~.

(2) Dental Insurance:

~~2018—The County and the employee will split the increase in premium for single and family coverage 50/50.~~

~~2019—The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.~~

2020-2021— The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.

Changes will be effective January 1, 2021 ~~of each year~~.

(3) Life Insurance:

The County will provide group life insurance equal to one times an employee's annual salary. (minimum \$10,000, maximum \$50,000). Optional life insurance will be employee paid.

(4) Long-Term Disability:

The County will provide a basic long-term disability benefit providing 40% income replacement. Employees may buy an additional 20% income replacement at their own expense for a total of 60%.

(5) Short-Term Disability:

The County will offer an employee paid short-term disability plan to employees effective 1/1/2000 subject to meeting insurance carriers' enrollment requirements. The Union will allow the Employer to offer a pre-tax cafeteria plan that includes Health Care Expense Account-Premium Option, Health Care Reimbursement Account, and the Dependent Care Reimbursement Account to members of the bargaining unit. Participation is voluntary. The employer will contact the Union representative thirty (30) days or more prior to implementing any substantive changes in the program. If the Union disagrees with the proposed changes, the changes will not be implemented for the members of the bargaining unit unless legally required.

17.2 **Eligibility**

Retiree Insurance: Employees who retire from Ramsey County under provisions of the Public Employment Retirement Act may participate at their option under the health and welfare insurance plans for retired

Ramsey County employees. There is no County contribution to dental insurance premiums. County contribution for medical insurance is as follows:

**Employees hired before July 1, 1992** – Employees hired before July 1, 1992 must have 10 years (20,800 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums. If an employee retires under PERA disability retirement, the employee must have 5 years (10,400 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums.

**Employees hired on or after July 1, 1992** – Employees hired on or after July 1, 1992 must have 20 years (41,600 hours) of County service to receive 50% of the County contribution to retiree medical insurance premiums. This amount will increase by 4% for each additional year (2,080 hours) of County service until there is a maximum of 90% of the County contribution after 30 years (62,400 hours).

**Current insurance eligible employees hired between 7/1/92 and 12/31/05** – Current insurance eligible employees hired between 7/1/92 and 12/31/05 elected in writing prior to 11/1/06 whether they would maintain their current retiree insurance benefit, *or* opt out of the current retiree benefit and participate in the Health Care Savings Plan (HCSP) option. **This was a one time, irrevocable decision. Employees who *did not* make an election in writing prior to 11/1/06, were deemed to have elected to retain their current retiree insurance benefit.**

Effective the 1st full pay period following 1/1/07, employees opting out of the current retiree insurance benefit contribute 1% of salary on a per pay period basis to the HCSP.

The County will contribute five hundred twenty five dollars and twenty cents (\$525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents (\$738.40) per year.

Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave.

Only insurance-eligible employees are eligible to participate in this HCSP option.

**Employees hired on or after 1/1/06** - Employees hired on or after 1/1/06 will not receive any County contribution toward retiree insurance. Employees who meet the eligibility requirements for retiree insurance may participate in the County's retiree insurance plan but will be responsible for the entire premium.

All new employees hired on or after 1/1/06 will contribute 1% of salary on a per pay period basis to a Health Care Savings Plan (HCSP).

The County will contribute five hundred twenty five dollars and twenty cents (~~\$~~525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (~~\$~~634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the

HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents (\$738.40) per year. Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave. Only insurance-eligible employees are eligible to participate in this HCSP option.

**County Contributions**

Early Retiree Contributions: For employees retired from Ramsey County who are less than the age of Medicare eligibility (early retirees), the County will make the same contribution to medical insurance premium as for active employees, subject to the years-of-service requirements listed above.

Regular Retiree Contributions: For employees retired from Ramsey County who are eligible for Medicare, or are at or exceed the age of Medicare eligibility (regular retirees):

~~2018—The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$60.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$130.00 per month.~~

~~2019—The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$60.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$130.00 per month.~~

2020-2021- The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$65.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$140.00 per month.

County contributions are subject to the years of service requirements listed above. All changes effective January 1, 2021 each year.

**Article 22      Term of Agreement**

This Agreement shall be effective as of the first day of January ~~2018~~ 2021, and shall remain in full force and effect until the last day of December ~~2020~~ 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by June 1st that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than July 1st. This Agreement shall remain in full force and effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

**See attached MOA**

# Board of Commissioners

## Request for Board Action

Item Number: 2021-310

Meeting Date: 6/22/2021

**Sponsor:** Human Resources

### Title

Terms of Collective Bargaining Agreements with Teamsters 320 Correctional Officer 3 for the Year 2021

### Recommendation

1. Approve the terms of the collective bargaining agreement with Teamsters 320 Correctional Officer 3's for the year 2021.
2. Authorize the Chair and the County Manager, as representatives of the County, to approve and sign the agreement incorporating these terms and conditions.

### Background and Rationale

Collective bargaining with Teamsters 320 Correctional Officer 3 has resulted in a tentative agreement for a one-year contract for the year of 2021. This bargaining unit represents approximately 21 employees who work at the Ramsey County Correctional Facility and the Ramsey County Sheriff's Office in the job classification of Correctional Officer 3.

The current agreement expired December 31, 2020 and County Board approval of new agreements is required. The proposed settlement is the successful result of negotiations between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process as well as the assistance of the mediators at the Bureau of Mediation Services.

The settlement was reached between the parties on May 13, 2021 during a mediated session with the Bureau of Mediation Services. The Union subsequently voted to ratify the tentative agreement on June 1, 2021. Although the challenges were significant, there was ample opportunity to address the interests of both union and management and there is a successful conclusion of this process. The proposed settlement addresses the important interests of affected employees and the County while staying within the financial parameters authorized by the County Board.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

Race equity impact is unknown.

### Community Participation Level and Impact

This action is strictly operational and internal facing. Ramsey County residents do not participate in labor contract negotiations. The community is informed of this action through County Board documentation that is published online at <https://ramseycountymn.legistar.com/Calendar.aspx>.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

Sufficient funds are available for the 0.5% general wage adjustment in both the Ramsey County Correctional

Facility and Ramsey County Sheriff's Office 2021 operating budget

**County Manager Comments**

County Board approval is required for labor agreements.

**Last Previous Action**

None

**Attachments**

1. 2021 Teamsters 320 Correctional Officer 3 Tentative Agreement Summary List

**Teamsters 320 Correctional Officer 3**

**Tentative Agreement List for 2021**

**TA Reached 05/13/2021 in Mediation**

**DURATION**

This Agreement shall be effective as of the first day of January 2021 and shall remain in full force and effect until the last day of December 2021.

**Compensation Related Changes:**

**WAGES**

**2021**

Increase: 0.5%

Effective Date: First Full Pay Period (FFPP) following January 1, 2021. Employees shall progress through the wage schedule per the applicable salary plan in 2021.

**INSURANCE- Agreement via MOA effective 01/01/2021 – incorporate language from agreement into the contract**

**Medical:** **2021**

Single Coverage:  
Employee Pays \$75/mo.

Family Coverage:  
Split of Increase 75% employer  
25% employee

**Dental:**

2021 – 50/50 split of premium increase/decrease

New insurance premium rates effective January 1, 2021.

**RETIREE INSURANCE CONTRIBUTIONS**

**Regular Retiree Minimum Payment:**

**2021**

Single – No less than: \$65/mo.  
Family – No less than: \$140/mo.

**Early Retiree Medical – Same contribution as active employee for 2021.**

**Recognition – Article 2**

Add language to include Correctional Officer 3's assigned to the Correctional Facility.



### **Holidays and Floating Holidays – Article 14**

Clarify holiday pay based on shifts and reference to MOA regarding holiday pay for Correctional Officers assigned to the Sheriff's office. Add language for Correctional Officers at the RCCF. Adjust language regarding floating holidays to clarify eligibility.

### **Shift Bidding and Working out of Class – Article 15**

Add new language that outlines shift bidding and includes language for employees working out of class in Article 15.4. Strike language in article 15.3 and add language to 15.2 regarding schedules. Renumber current articles accordingly.

### **Saturday/Sunday Differential – Article 15**

Increase Saturday and Sunday differential from \$.80 to \$0.85 effective January 1, 2021.

### **Vacation Bidding – Article 20**

Add new language regarding vacation bidding and renumber current articles accordingly.

### **New MOA – Training Funds Carryover and One-Time Cash Payout – 2021**

One-time cash payout of \$200 per employee from unused, training funds between January 1, 2018 through December 31, 2021 under Article 23.3. Any remaining unused accumulated training funds from 2018-2020 will carry over through December 31, 2021 up to a maximum of \$1,675 per employee.

### **MOAs**

- Post Employment HCSP – Keep (i)
- Short/Long Term Disability – Keep (ii)
- ACA Eligibility – Keep (iii)
- 2018 MOA for RCSO - **Remove**
- 2019-2020 MOA for RCSO - **Remove**
- Vacation Accrual Within Comm. Corrections – Keep (iv)
- Labor Management Committee – **New** (v)
- Training Funds Carryover and One-Time Cash Payout - 2021 – **New** (vi)
- Sherriff Office CO Holidays – **New** (vii)

### **Housekeeping**

- Update dates and numbering throughout the contract.
- Update index to reflect changes to moved articles.
- Add page numbers to MOAs and add to index.
- Modify gender pronouns.
- Clean up references to "Workhouse" to "Correctional Facility" or "RCCF"

Parties to review upon redline of final agreement.

## **LANGUAGE CHANGES**

### **Article 2 Recognition**

- 2.1 The Employer recognizes the Union as the exclusive representative under the Public Employment Labor Relations Act of 1971 as amended, for all personnel in the following classification, employed in the Ramsey County Sheriff's Office and the Ramsey County Correctional Facility:

**Article 14      Holidays**

- 14.1 Employees who work the shift of four (4) days on duty and two (2) days off shall not be granted holidays. Full time employees who work a shift that results in less than 2,080 annual hours worked shall not be granted holidays, including floating holidays.
- 14.5 Every full or part-time employee with probationary or permanent status shall be eligible for "floating holidays" on the following basis:
- 1) Employees shall be entitled to up to sixteen (16) hours per year.
  - 2) Beginning with the first pay period that includes January 1, 2007, accrue floating holidays based on employment status.
  - 3) Effective 1/1/07, any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year (same dates as used for vacation max). Maximum accrual will remain at 16 hours.
  - 4) Full-time and part-time employees shall earn pro-rated accrual based on actual hours on paid status in a pay period. Accruals for Locals that currently receive 16 hours of floating holiday will be .61536 hour per pay period.
  - 5) Employees who have worked less than 6 months will not be paid for accrued floating holidays if terminating employment.
  - 6) Floating holidays shall be taken at a time mutually agreeable to the employee and the department. Accrued floating holiday hours may be used in lieu of vacation hours to cover previously approved vacation periods.
  - 7) No loss in accrual for full-time employees for up to 40 hours per pay period for no more than 2 consecutive pay periods for unpaid union leave.
  - 8) No loss in accrual for unpaid time-off required to fulfill weekend National Guard training.
- 14.6 Employees assigned to the Correctional Facility for whom a legal holiday is a scheduled day of work will be compensated as follows:
- 1) Employees eligible to receive holidays shall earn a total of twenty-four (24) hour credit for work on Christmas Day and New Year's Day (triple time); and twenty (20) hour credit for work on Thanksgiving day (two and one-half [2 1/2] time) provided at least five (5) hours of the shift falls on the holiday.
  - 2) Employees who are on a six (6) days on duty and three (3) days off duty schedule, who work on Christmas Day and New Year's Day shall receive double time for all hours worked.

Employees assigned to the Sherriff's Office:

Effective January 1, 2019, Sheriff's Office employees who are eligible to receive holidays will be compensated as follows and are subject to the holiday provisions of the 2021 Memorandum of Agreement included at the back of the contract:

- 1) aAt the rate of 1-½ times the regular hourly rate of pay for hours worked on any holiday except Christmas Day and New Year's Day.
- 2) In addition, these employees shall earn a total of twenty-four (24) hours credit for work on Christmas Day and New Year's Day (triple time)
- 3) pProvided at least five (5) hours of the shift fall on the holiday

- 4) ~~Employees who are on the four (4) days on duty and two (2) days off schedule who work on Christmas Day will receive eight (8) hours of holiday reserve credit.~~
- 45) In no circumstance will holiday pay for Christmas Day and New Year's Day be combined or in addition to the 1-½ pay rate for the remaining holidays.

## Article 15 Work Schedules – Premium Pay

- 15.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 15.2 Work shifts, staffing schedules and the assignment of employees thereto shall be established by the department head. Various schedules may be authorized to accommodate the services performed by the department.
- ~~15.3 The normal work schedule shall be four (4) eight (8) hour days on duty followed by two (2) days off duty. Other work schedules may be authorized to accommodate the services performed by the department.~~
- 15.43 Employees shall typically bid for their shift once per year ~~and shall take place~~ in the following manner:
- Shift bidding is intended to begin ~~on the first Monday~~ in October of each year, ~~to be completed within fifteen (15) days~~ and posted ~~by the first Monday~~ in November of each year to be effective beginning the first day of the first full pay period following January 1. If the first Monday is a holiday, it shall be the following Monday that is not a holiday.
  - Whenever practicable, Ramsey County will notify the Union of extenuating circumstances that preclude meeting the timeline indicated in 15. 34(a). In the event of a change in the established work schedule, the parties will meet and discuss any needs for additional bidding.
  - Should a permanent opening on a shift occur following the implementation of the bids upon completion of shift bidding, the County, subject to operational needs or concerns, will fill the openings based on employee requests made in accordance with job classification seniority.
  - Employees assigned to work out of class for a period greater than six (6) months in a twelve (12) month period may bid pursuant to above for their permanent classification. The awarded shift will not be withheld from other bidders. The awarded shift will be forfeited after six (6) months of the employee working out of class and there shall be no rights to bump less senior employees from a shift prior to the next annual shift bid.
- 15.54 Effective January 1, ~~2018~~2021, all full-time employees or part-time employees receiving pro rata benefits, required to work on Saturday or Sunday as part of their regular schedule shall be compensated at the rate of eighty-~~five~~ cents (~~\$.80~~ 85) per hour for each hour worked. Compensation under this section will be earned for the entire period worked, provided at least five (5) hours of the period worked fall on the day for which the additional compensation is being paid. These differentials will not be paid where such work constitutes overtime under the provisions of the Agreement.
- 15.65 Any full-time employee who works on a shift beginning earlier than 6 a.m., or ending later than 6 p.m., shall be entitled to receive a night differential for the entire shift, provided at least four (4) hours of the shift were worked between the hours of 6 p.m. and 6 a.m. The night differential shall be paid as additional compensation equivalent to six and one-half percent (6 ½%) of the first step in the salary range established

for the classification in the bargaining unit Employees working on a continual scheduled bid night shift arrangement shall be paid this differential during all paid leaves.

15.76 Compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.

## Article 20 Vacation

20.3 ~~For both the Correctional Facility and the Sherriff's Department, V~~vacation choice will be ~~based on the by~~ seniority ~~of the employee until March 15 of each calendar year. Vacation and~~ shall be bid by division, or platoon shift, where applicable.

Employees shall typically bid for their vacation once per year in the following manner:

a) Vacation bidding is intended to begin in November of each year following the completion of the shift bid, and to be effective the first day of the first full pay period following January 1.

b) Whenever practicable, Ramsey County will notify the Union of extenuating circumstances that preclude meeting the timeline indicated in 20.3(a). In the event of a change in the established work schedule, the parties will meet and discuss any needs for additional bidding.

## Article 21 Insurance

21.1 Employee Insurance – The County will provide the following insurance contributions on the 1st of the month following 30 (thirty) days of employment to provisional, probationary and permanent employees who elect insurance coverage: (All contributions shown for medical and dental are monthly and based on full-time employment.)

(1) Medical Insurance:

~~2018 – Employees shall contribute \$65 for single coverage. For family coverage, the County shall pay 75% of the premium increase from 2017 to 2018 and the employee shall pay 25% of the increase.~~

~~2019 – Employees shall contribute \$65 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2018 to 2019, 75% County/25% employee.~~

~~2020-2021 – Employees shall contribute \$7075 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2019 to 2020, 75% County/25% employee.~~

Changes will be effective on January 1, ~~2021 of each year.~~

(2) Dental Insurance:

~~2018 – The County and the employee will split the increase in premium for single and family coverage 50/50.~~

~~2019 – The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.~~

~~2020-2021 – The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.~~

Changes will be effective January 1, ~~2021 of each year.~~

(3) Life Insurance:

The County will provide group life insurance equal to one times an employee's annual salary. (minimum \$10,000, maximum \$50,000). Optional life insurance will be employee paid.

(4) Long-Term Disability:

The County will provide a basic long-term disability benefit providing 40% income replacement. Employees may buy an additional 20% income replacement at their own expense for a total of 60%.

(5) Short-Term Disability:

The County will offer an employee paid short-term disability plan to employees effective 1/1/2000 subject to meeting insurance carriers' enrollment requirements. The Union will allow the Employer to offer a pre-tax cafeteria plan that includes Health Care Expense Account-Premium Option, Health Care Reimbursement Account, and the Dependent Care Reimbursement Account to members of the bargaining unit. Participation is voluntary. The employer will contact the Union representative thirty (30) days or more prior to implementing any substantive changes in the program. If the Union disagrees with the proposed changes, the changes will not be implemented for the members of the bargaining unit unless legally required.

21.2 **Eligibility**

**Retiree Insurance:** Employees who retire from Ramsey County under provisions of the Public Employment Retirement Act may participate at their option under the health and welfare insurance plans for retired Ramsey County employees. There is no County contribution to dental insurance premiums. County contribution for medical insurance is as follows:

**Employees hired before July 1, 1992** – Employees hired before July 1, 1992 must have 10 years (20,800 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums. If an employee retires under PERA disability retirement, the employee must have 5 years (10,400 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums.

**Employees hired on or after July 1, 1992** – Employees hired on or after July 1, 1992 must have 20 years (41,600 hours) of County service to receive 50% of the County contribution to retiree medical insurance premiums. This amount will increase by 4% for each additional year (2,080 hours) of County service until there is a maximum of 90% of the County contribution after 30 years (62,400 hours).

**Current insurance eligible employees hired between 7/1/92 and 12/31/05** – Current insurance eligible employees hired between 7/1/92 and 12/31/05 elected in writing prior to 11/1/06 whether they would maintain their current retiree insurance benefit, or opt out of the current retiree benefit and participate in the Health Care Savings Plan (HCSP) option. **This was a one time, irrevocable decision. Employees who did not make an election in writing prior to 11/1/06, were deemed to have elected to retain their current retiree insurance benefit.**

Effective the 1st full pay period following 1/1/07, employees opting out of the current retiree insurance benefit contribute 1% of salary on a per pay period basis to the HCSP.

The County will contribute five hundred twenty five dollars and twenty cents (\$525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents (\$738.40) per year.

Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave.

Only insurance-eligible employees are eligible to participate in this HCSP option.

**Employees hired on or after 1/1/06** - Employees hired on or after 1/1/06 will not receive any County contribution toward retiree insurance. Employees who meet the eligibility requirements for retiree insurance may participate in the County's retiree insurance plan but will be responsible for the entire premium. All new employees hired on or after 1/1/06 will contribute 1% of salary on a per pay period basis to a Health Care Savings Plan (HCSP).

The County will contribute five hundred twenty five dollars and twenty cents (~~\$~~525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (~~\$~~634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents (\$738.40) per year. Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave. Only insurance-eligible employees are eligible to participate in this HCSP option.

#### **County Contributions**

**Early Retiree Contributions:** For employees retired from Ramsey County who are less than the age of Medicare eligibility (early retirees), the County will make the same contribution to medical insurance premium as for active employees, subject to the years-of-service requirements listed above.

**Regular Retiree Contributions:** For employees retired from Ramsey County who are eligible for Medicare, or are at or exceed the age of Medicare eligibility (regular retirees):

~~2018 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$60.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$130.00 per month.~~

~~2019 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$60.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$130.00 per month.~~

~~2020-2021 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$65.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$140.00 per month.~~

County contributions are subject to the years of service requirements listed above. All changes effective January 1, ~~2021~~ each year.

**Article 25 Wages**

25.4 The following general wage increases will be applied to the wage rates in effect on January 1, ~~2017~~2021. All general salary increases will be effective the first full pay period following the effective date.  
~~2018: 2.5% effective the first full pay period after January 1, 2018~~  
~~2019: 2.5% effective the first full pay period after March 1, 2019~~  
~~2020: 2.5% effective the first full pay period after January 1, 2020~~  
2021: 0.5% effective the first full pay period following January 1, 2021. Employees shall progress through the wage schedule per the applicable salary plan in 2021.

**Article 26 Term of Agreement**

This Agreement shall be in full force and effect from January 1, ~~2018~~2021 to December 31, ~~2020~~2021, and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by June 1st prior to the anniversary date, that it desires to modify or terminate this Agreement. In witness thereof, the parties have caused this agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_.

**See attached MOAs**

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2021-319

**Meeting Date:** 6/22/2021

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**Sponsor:** Human Resources

**Title**

Eliminate Wages Below \$15 per Hour in Ramsey County Salary Plans

**Recommendation**

1. Authorize the County Manager to eliminate wages below \$15 per hour in Ramsey County's salary plans effective June 26, 2021.
2. Authorize the Human Resources Director in consultation with the County Manager to conduct necessary transactions to adjust compensation for any employee making less than \$15.00/hour.

**Background and Rationale**

In 2016, the County established a strategic initiative around Talent Attraction Retention and Promotion (TARP) with the intention of setting a course to becoming the premiere public sector employer of choice in the region. As part of that effort, a full classification and compensation study was commissioned and conducted by Arthur J. Gallagher Benefit Services beginning in 2019. The pandemic of 2020-2021 has caused the delays finalizing the study and the implementation while wage disparities continue to exist and grow.

In alignment with TARP, the County desires to eliminate wages that are below \$15 per hour and establish a wage floor for all job classifications of \$15 per hour for Ramsey County's internal workforce. The classifications affected by the action are:

- Clerk 1
- Highway Maintenance Summer Laborer
- Lifeguard
- Lifeguard, Senior
- Naturalist Aide
- Park and Recreation Aide 1
- Park and Recreation Aide 2
- Service Worker
- Student Worker
- Supported Employment Worker

Elimination of wages below \$15 per hour will alleviate the difficulties of recruiting for these entry level jobs and will help to ensure that Ramsey County remains competitive as an employer. This action is consistent with other employers around Ramsey County, including other public sector employers in Minnesota and at the federal level. This action also aligns with Ramsey County Workforce Solutions who is establishing a \$15 per hour wage floor for its workforce trainees participating in workforce programs.

Perhaps more compelling, is the need to further improve the quality of life and reduce the wage gap of our lowest wage workers. Communities experiencing the greatest barriers to employment and economic disparities are more often than not communities of color and people with disabilities and Ramsey County has the authority and responsibility to address the wage gap for its internal workforce and its service recipients



where it can. These actions are in alignment with the County's goals of economic prosperity, well-being and strategic investment and speaks to its commitment to residents first given that approximately fifty percent of Ramsey County employees are also Ramsey County residents.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

This change impacts Ramsey County employees earning less than \$15, many of whom are people of color or people with disabilities. This helps to address earning disparities and bring a more livable wage to those earning less than \$15 per hour.

**Community Participation Level and Impact**

The Equity Action Council's Workforce Committee has observed that Ramsey County's pay for entry level types of positions are not competitive and support a \$15 per hour wage floor at Ramsey County.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Based on 2019 and 2021 year to date data, the cost is estimated to be between \$125,000 and \$150,000. Departments have indicated they can absorb this cost. The impact to budgets will continue to be monitored and adjustments will be made, including a potential future funding request in the budget, if needed.

**County Manager Comments**

County Board approval is required to set the wage floor at \$15 per hour consistent with M.S. 383A.282.

**Last Previous Action**

None.

**Attachments**

1. None.

# Board of Commissioners

## Request for Board Action

**Item Number:** 2021-315

**Meeting Date:** 6/22/2021

**Sponsor:** Public Works

**Title**

Master Agreements with Vendors for Materials Testing

**Recommendation**

1. Approve the selection of and agreements with the following businesses for Materials Testing for the period of June 23, 2021 through June 22, 2023, with an option to renew for up to three one-year periods, in accordance with the rates established in the agreements:
  - American Engineering Testing, Inc, 555 Cleveland Avenue North, Saint Paul, MN 55114 (Contract RC-000400)
  - Braun Intertec Corporation, 11001 Hampshire Avenue South, Minneapolis, MN 55438 (Contract RC-000401)
  - WSB & Associates, Inc, 701 Xenia Ave S, Suite 300, Golden Valley, MN 55416 (Contract RC-000402)
2. Authorize the Chair and Chief Clerk to execute the agreements.
3. Authorize the County Manager to approve and execute amendments to the agreements, in accordance with the County’s procurement policies and procedures, provided the amounts are within available funding.

**Background and Rationale**

Materials Testing is necessary for programming and constructing road or building projects. The testing requests may be used for determining current material conditions or evaluating unforeseen conditions as they arise during construction. Establishing multiple environmental testing and consulting service master agreements will enable all County departments to expedite the procurement of these services, provide efficient utilization of resources, and positively impact the County’s delivery of services.

On February 17, 2021, a request for proposals solicitation was released for the Materials Testing Master Agreements. Below is a competitive solicitation summary:

RFP Title	Materials Testing
RFP Release Date	February 17, 2021
RFP Due Date	March 11, 2021
Number of Suppliers Notified	1484
Respondents	5
Proposal Evaluation Committee	Public Works Engineer, Construction Engineering Technician, Environmental Services Supervisor, Parks & Rec Director of Operations, Property Management Contract Manager
RFP Evaluation Criteria	Contractor Qualifications, Key Personnel Qualifications, Project Understanding & Approach, Cost
Contractors Recommended	American Engineering Testing, Inc, Braun Intertec Corporation, WSB & Associates, Inc

The evaluation team evaluated the proposals based on the criteria identified in the solicitation and is recommending American Engineering Testing, Inc, Braun Intertec Corporation, and WSB & Associates, Inc. to provide materials testing.

After the execution of the master agreements, when a project becomes available, the requesting Department will send an email to some or all of the awarded Contractors providing them the necessary information as to the location, project description, any Federal or State requirements, etc. Contractor will be required to submit a quote stating their understanding of the project and listing the required services to be performed and details specifying the quantity and unit of measure with a total not to exceed price. All prices must reference back to the amounts quoted on the pricing document.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

The service provided through this agreement does not directly impact racial equity.

**Community Participation Level and Impact**

The solicitation, evaluation, and approval of the master agreements did not involve community participation. The individual projects will involve tailored community involvement efforts that fit the context of the project and community it is being built in.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Costs for the Materials Testing Master Agreement services will be charged to County-approved projects and/or operating budgets of the County departments. The previous 5-year contracts for Materials Testing had a total County spend of \$518,049, of which \$125,741 was by Public Works.

**County Manager Comments**

County Board approval is required for new Master Agreements resulting from the Request for Proposal process.

**Last Previous Action**

None.

**Attachments**

1. Agreement RC-000400 with American Engineering Testing, Inc.
2. Agreement RC-000401 with Braun Intertec Corporation
3. Agreement RC-000402 with WSB & Associates, Inc.
4. Pricing Worksheets

## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Public Works, 1425 Paul Kirkwood Drive, Arden Hills, MN 55112 ("County") and American Engineering Testing Inc, 555 Cleveland Avenue North, Saint Paul, MN 55114, registered as a Corporation in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from June 23, 2021 through June 22, 2023 and may be renewed for up to three (3) additional one year period(s).

The full term of this agreement (including renewals) is 5 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.

- A. The principle elements of work consists of testing of roadway, utility and building construction materials on-site, at supply source, and/or in Contractor's laboratory during design and construction phases of County projects.
- B. Contractor shall provide both professional and laboratory services for both heavy and building construction. The heavy construction and building construction requirements will need to meet both federal, state and county funding project requirements.
- C. Contractor shall utilize only competent personnel, qualified by experience, and education.
- D. Personnel identified in the response to the submitted proposal response are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from County. Previously approved staff, whose performance is unsatisfactory, shall be replaced by the Contractor within one week of County notification. All employees of the Contractor shall have knowledge and experience including all applicable current licenses, certifications and permits necessary to perform assigned duties.
- E. Contractor shall have a laboratory that performs acceptance tests and shall be accredited by American Society for Testing and Materials (ASTM) and American Association of State Highway and Transportation Officials (AASHTO).
- F. Contractor shall have field and laboratory staff that are Certified by:
  1. MnDOT
  2. American Concrete Institute (ACI)
  3. International Code Council (ICC)
- G. Testing shall be performed as required by all applicable Federal, State, and County codes and resolutions and local codes affecting the work.

H. All testing results and certifications issued by any testing laboratory shall be signed and dated and then issued to the Project Manager/Licensed Professional Engineer.

I. Contractor and their staff shall work in harmony and full cooperation with other contractors and/or department staff so as not to interfere with or delay the progress of the work in any way.

J. Contractor and their staff shall confer with others who might be involved with the project or working in the immediate area.

K. Contractor shall provide required and requested reports and documentation to the County and MnDOT as applicable.

L. The County reserves the right to add or delete tests and services, as needed, throughout the term of the contract.

M. Projects

When a project becomes available, the requesting Department will send an email to some or all of the awarded Contractors providing them the necessary information as to the location, project description, any Federal or State requirements, etc. Contractor will be required to submit a quote stating their understanding of the project and listing the required services to be performed and details specifying the quantity and unit of measure with a total not to exceed price. All prices must reference back to the amounts quoted on Attachment A - Pricing document and or the rate card that was originally submitted for this response. The County reserves the right to obtain clarification on the submitted quotes in the event there is a substantial difference in the quantities quoted.

N. Time for Completion

- 1) The services rendered by Contractor shall commence upon notification by the County to proceed and will be completed in accordance with the schedule mutually agreed upon.
- 2) Normal Hours of Operation will be 6:00 a.m. – 4:30 p.m.
- 3) In the event there are delays caused by actions of the County or which may be reasonably requested by the Contractor that can change the completion date, the Contractor shall request an extension of time for completion of the project. The Project Manager will review the request and may grant the Contractor such extension of contract time as may be reasonable.

O. Billings and Payments

- 1) The County agrees to compensate the Contractor in the amount submitted and according to an agreed upon schedule.
- 2) Contractor shall submit an itemized invoice (upon completion of each task). Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by the County to the Contractor.
- 3) In the event the Contractor fails to comply with any terms or conditions of the Agreement or to provide in any manner the work or services as agreed to herein, the County reserves the right to withhold any payment until the County is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the County's right to termination as provide in other sections of this Agreement.

P. Project Management

- 1) The County requires the Contractor to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of this Agreement. Removal of any principal project member without replacement by equally qualified individuals or without prior written approval of the County is grounds for termination.

Q. Background Checks

In the event services to be performed (example – air quality tests) are required in a secured facility (Jail) or an area where there is confidential documentation in accordance with State Statutes, the Contractor shall furnish the County a list of all employees who will provide services for the specific project. The County may conduct a BCA background check on an assigned employee. The Contractor shall cooperate fully with the County by providing information regarding the employee as necessary for the County to complete the background check. Any cost incurred by the County for a BCA background check will be the responsibility of the Contractor and such cost shall be a setoff against amounts due the Contractor under the agreement.

R. County Responsibilities

The County agrees to provide the Contractor with access to any information from the County’s documents, staff and other sources needed by the Contractor to complete the work described herein.

S. Additional Tests/Services

The County reserves the right throughout the term of the resulting agreement to add, delete or acquire other tests or services that the Contractor can supply that are similar to, but not specifically called for in this solicitation. If mutually agreed, the County and the Contractor may enter into an Amendment. Said Amendment will not result in any further renegotiations of the existing contract terms and conditions.

**2.2.**

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.

**2.3.**

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:  
In accordance with Attachment A - Pricing document

**5. County Roles and Responsibilities**

The County shall create a scope of work (SOW) and request pricing from the Contractor for specific projects and/or needs.

**6. General Contract/Agreement Terms and Conditions**

**6.1. Payment**

**6.1.1.**

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

**6.1.2.**

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

**6.2. Application for Payments**

**6.2.1.**

The Contractor shall submit an invoice once a month.

**6.2.2.**

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

**6.2.3.**

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.

**6.2.4.**

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.

**6.2.5.**

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

**6.2.6.**

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.

**6.3. 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.

**6.4. Successors, Subcontracting and Assignment**

**6.4.1.**

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.

**6.4.2.**

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.

**6.4.3.**

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.

**6.5. Compliance With Legal Requirements**

**6.5.1.**

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.

**6.5.2.**

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.

**6.6. Data Practices**

**6.6.1.**

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.

**6.6.2.**

The Contractor designates Justin L. Staker, PE 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.

**6.6.3.**

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.

**6.7. Security**

**6.7.1.**

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.



**6.7.2.**

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.

**6.7.3.**

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.

**6.7.4.**

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.

**6.7.5.**

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

**6.8. 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.

**6.9. Contractor's Insurance**

**6.9.1.**

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.

**6.9.2.**

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.

**6.9.3.**

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

**6.9.3.1.**

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.

**6.9.3.2.**

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

**6.9.4.**

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

**6.9.4.1.**

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

**6.9.4.2.**

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

**6.9.5.**

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

**6.9.6.**

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

**6.9.7.**

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

**6.9.8.**

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

**6.9.9.**

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

**6.9.10.**

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-.

**6.9.11.**

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.

**6.9.12.**

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.

**6.9.13.**

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

**6.9.14.**

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

**6.10. 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.

**6.11. 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:**

Lucas Lortie, Public Works, 1425 Paul Kirkwold Drive, Arden Hills, MN 55112

**Contractor:**

Justin L. Staker, PE, American Engineering Testing Inc., 555 Cleveland Avenue North, St Paul, MN 55114-1804

**6.12. 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.

**6.13. 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.

**6.14. 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.

**6.15. 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.

**6.16. 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.

**6.17. 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.

## **6.18. Termination**

### **6.18.1.**

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.

### **6.18.2.**

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.

### **6.18.3.**

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.

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

### **6.19.1.**

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.

### **6.19.2.**

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.

## **6.20. 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.

## **6.21. Infringement**

### **6.21.1.**

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.

**6.21.2.**

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.

**6.22. Ramsey County Master Contract**

This is a Ramsey County Master Contract available to all Ramsey County departments.

**6.23. Cooperative Purchasing**

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

**6.24. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

**6.24.1.**

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

**6.24.2.**

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

**6.24.3.**

**Debarment and Suspension (Executive Orders 12549 and 12689)**--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and

Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### 6.24.4.

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

#### 6.24.5.

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

### 6.25. 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.

### 6.26. Diverse Workforce Inclusion

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

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

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

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

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

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for

contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through [jobconnectmn@ramseycounty.us](mailto:jobconnectmn@ramseycounty.us) or call 651-266-6042.

**6.27. 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.

**6.28. 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.



## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Public Works, 1425 Paul Kirkwood Drive, Arden Hills, MN 55112 ("County") and Braun Intertec Corporation, 11001 Hampshire Avenue South, Minneapolis, MN 55438, registered as a Corporation in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from June 23, 2021 through June 22, 2023 and may be renewed for up to three (3) additional one year period(s).

The full term of this agreement (including renewals) is 5 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.

A. The principle elements of work consists of testing of roadway, utility and building construction materials on-site, at supply source, and/or in Contractor's laboratory during design and construction phases of County projects.

B. Contractor shall provide both professional and laboratory services for both heavy and building construction. The heavy construction and building construction requirements will need to meet both federal, state and county funding project requirements.

C. Contractor shall utilize only competent personnel, qualified by experience, and education.

D. Personnel identified in the response to the submitted proposal response are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from County. Previously approved staff, whose performance is unsatisfactory, shall be replaced by the Contractor within one week of County notification. All employees of the Contractor shall have knowledge and experience including all applicable current licenses, certifications and permits necessary to perform assigned duties.

E. Contractor shall have a laboratory that performs acceptance tests and shall be accredited by American Society for Testing and Materials (ASTM) and American Association of State Highway and Transportation Officials (AASHTO).

F. Contractor shall have field and laboratory staff that are Certified by:

1. MnDOT
2. American Concrete Institute (ACI)
3. International Code Council (ICC)

G. Testing shall be performed as required by all applicable Federal, State, and County codes and resolutions and local codes affecting the work.

H. All testing results and certifications issued by any testing laboratory shall be signed and dated and then issued to the Project Manager/Licensed Professional Engineer.

I. Contractor and their staff shall work in harmony and full cooperation with other contractors and/or department staff so as not to interfere with or delay the progress of the work in any way.

J. Contractor and their staff shall confer with others who might be involved with the project or working in the immediate area.

K. Contractor shall provide required and requested reports and documentation to the County and MnDOT as applicable.

L. The County reserves the right to add or delete tests and services, as needed, throughout the term of the contract.

M. Projects

When a project becomes available, the requesting Department will send an email to some or all of the awarded Contractors providing them the necessary information as to the location, project description, any Federal or State requirements, etc. Contractor will be required to submit a quote stating their understanding of the project and listing the required services to be performed and details specifying the quantity and unit of measure with a total not to exceed price. All prices must reference back to the amounts quoted on Attachment A - Pricing document and or the rate card that was originally submitted for this response. The County reserves the right to obtain clarification on the submitted quotes in the event there is a substantial difference in the quantities quoted.

N. Time for Completion

- 1) The services rendered by Contractor shall commence upon notification by the County to proceed and will be completed in accordance with the schedule mutually agreed upon.
- 2) Normal Hours of Operation will be 6:00 a.m. – 4:30 p.m.
- 3) In the event there are delays caused by actions of the County or which may be reasonably requested by the Contractor that can change the completion date, the Contractor shall request an extension of time for completion of the project. The Project Manager will review the request and may grant the Contractor such extension of contract time as may be reasonable.

O. Billings and Payments

- 1) The County agrees to compensate the Contractor in the amount submitted and according to an agreed upon schedule.
- 2) Contractor shall submit an itemized invoice (upon completion of each task). Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by the County to the Contractor.
- 3) In the event the Contractor fails to comply with any terms or conditions of the Agreement or to provide in any manner the work or services as agreed to herein, the County reserves the right to withhold any payment until the County is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the County's right to termination as provide in other sections of this Agreement.

P. Project Management

- 1) The County requires the Contractor to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of this Agreement. Removal of any principal project member without replacement by equally qualified individuals or without prior written approval of the County is grounds for termination.

Q. Background Checks

In the event services to be performed (example – air quality tests) are required in a secured facility (Jail) or an area where there is confidential documentation in accordance with State Statutes, the Contractor shall furnish the County a list of all employees who will provide services for the specific project. The County may conduct a BCA background check on an assigned employee. The Contractor shall cooperate fully with the County by providing information regarding the employee as necessary for the County to complete the background check. Any cost incurred by the County for a BCA background check will be the responsibility of the Contractor and such cost shall be a setoff against amounts due the Contractor under the agreement.

R. County Responsibilities

The County agrees to provide the Contractor with access to any information from the County's documents, staff and other sources needed by the Contractor to complete the work described herein.

S. Additional Tests/Services

The County reserves the right throughout the term of the resulting agreement to add, delete or acquire other tests or services that the Contractor can supply that are similar to, but not specifically called for in this solicitation. If mutually agreed, the County and the Contractor may enter into an Amendment. Said Amendment will not result in any further renegotiations of the existing contract terms and conditions.

**2.2.**

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.

**2.3.**

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:  
In accordance with Attachment A - Pricing Worksheet

**5. County Roles and Responsibilities**

The County shall create a scope of work (SOW) and request pricing from the Contractor.

**6. General Contract/Agreement Terms and Conditions**

**6.1. Payment**

**6.1.1.**

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

**6.1.2.**

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

**6.2. Application for Payments**

**6.2.1.**

The Contractor shall submit an invoice once a month.

**6.2.2.**

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

**6.2.3.**

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.

**6.2.4.**

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.

**6.2.5.**

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

**6.2.6.**

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.

**6.3. 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.

**6.4. Successors, Subcontracting and Assignment**

**6.4.1.**

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.

**6.4.2.**

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.

**6.4.3.**

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.

**6.5. Compliance With Legal Requirements**

**6.5.1.**

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.

**6.5.2.**

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.

**6.6. Data Practices**

**6.6.1.**

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.

**6.6.2.**

The Contractor designates Andrew Valerius 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.

**6.6.3.**

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.

**6.7. Security**

**6.7.1.**

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.

**6.7.2.**

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.

**6.7.3.**

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.

**6.7.4.**

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.

**6.7.5.**

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

**6.8. 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.

**6.9. Contractor's Insurance**

**6.9.1.**

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.

**6.9.2.**

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.

**6.9.3.**

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

**6.9.3.1.**

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.

**6.9.3.2.**

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

**6.9.4.**

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

**6.9.4.1.**

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

**6.9.4.2.**

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

**6.9.5.**

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

**6.9.6.**

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

**6.9.7.**

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

**6.9.8.**

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

**6.9.9.**

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

**6.9.10.**

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-.

**6.9.11.**

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.

**6.9.12.**

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.

**6.9.13.**

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

**6.9.14.**

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

**6.10. 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.

**6.11. 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:**

Lucas Lortie, Public Works, 1425 Paul Kirkwold Drive, Arden Hills, MN 55112

**Contractor:**

Andrew Valerius, Braun Intertec Corporation, 11001 Hampshire Avenue South, Minneapolis, MN 55438

**6.12. 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.

**6.13. 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.

**6.14. 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.

**6.15. 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.

**6.16. 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.

**6.17. 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.

## **6.18. Termination**

### **6.18.1.**

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.

### **6.18.2.**

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.

### **6.18.3.**

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.

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

### **6.19.1.**

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.

### **6.19.2.**

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.

## **6.20. 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.

## **6.21. Infringement**

### **6.21.1.**

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.

**6.21.2.**

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.

**6.22. Ramsey County Master Contract**

This is a Ramsey County Master Contract available to all Ramsey County departments.

**6.23. Cooperative Purchasing**

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

**6.24. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

**6.24.1.**

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

**6.24.2.**

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

**6.24.3.**

**Debarment and Suspension (Executive Orders 12549 and 12689)**--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and

Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### 6.24.4.

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

#### 6.24.5.

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

### 6.25. 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.

### 6.26. Diverse Workforce Inclusion

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

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

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

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

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

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for

contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through [jobconnectmn@ramseycounty.us](mailto:jobconnectmn@ramseycounty.us) or call 651-266-6042.

**6.27. 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.

**6.28. 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.

## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Public Works, 1425 Paul Kirkwood Drive, Arden Hills, MN 55112 ("County") and WSB & Associates, Inc, 701 Xenia Ave S, Suite 300, Golden Valley, MN 55416, registered as a Corporation in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from June 23, 2021 through June 22, 2023 and may be renewed for up to three (3) additional one year period(s).

The full term of this agreement (including renewals) is 5 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.

- A. The principle elements of work consists of testing of roadway, utility and building construction materials on-site, at supply source, and/or in Contractor's laboratory during design and construction phases of County projects.
- B. Contractor shall provide both professional and laboratory services for both heavy and building construction. The heavy construction and building construction requirements will need to meet both federal, state and county funding project requirements.
- C. Contractor shall utilize only competent personnel, qualified by experience, and education.
- D. Personnel identified in the response to the submitted proposal response are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from County. Previously approved staff, whose performance is unsatisfactory, shall be replaced by the Contractor within one week of County notification. All employees of the Contractor shall have knowledge and experience including all applicable current licenses, certifications and permits necessary to perform assigned duties.
- E. Contractor shall have a laboratory that performs acceptance tests and shall be accredited by American Society for Testing and Materials (ASTM) and American Association of State Highway and Transportation Officials (AASHTO).
- F. Contractor shall have field and laboratory staff that are Certified by:
  1. MnDOT
  2. American Concrete Institute (ACI)
  3. International Code Council (ICC)
- G. Testing shall be performed as required by all applicable Federal, State, and County codes and resolutions and local codes affecting the work.

H. All testing results and certifications issued by any testing laboratory shall be signed and dated and then issued to the Project Manager/Licensed Professional Engineer.

I. Contractor and their staff shall work in harmony and full cooperation with other contractors and/or department staff so as not to interfere with or delay the progress of the work in any way.

J. Contractor and their staff shall confer with others who might be involved with the project or working in the immediate area.

K. Contractor shall provide required and requested reports and documentation to the County and MnDOT as applicable.

L. The County reserves the right to add or delete tests and services, as needed, throughout the term of the contract.

M. Projects

When a project becomes available, the requesting Department will send an email to some or all of the awarded Contractors providing them the necessary information as to the location, project description, any Federal or State requirements, etc. Contractor will be required to submit a quote stating their understanding of the project and listing the required services to be performed and details specifying the quantity and unit of measure with a total not to exceed price. All prices must reference back to the amounts quoted on Attachment A - Pricing document and or the rate card that was originally submitted for this response. The County reserves the right to obtain clarification on the submitted quotes in the event there is a substantial difference in the quantities quoted.

N. Time for Completion

- 1) The services rendered by Contractor shall commence upon notification by the County to proceed and will be completed in accordance with the schedule mutually agreed upon.
- 2) Normal Hours of Operation will be 6:00 a.m. – 4:30 p.m.
- 3) In the event there are delays caused by actions of the County or which may be reasonably requested by the Contractor that can change the completion date, the Contractor shall request an extension of time for completion of the project. The Project Manager will review the request and may grant the Contractor such extension of contract time as may be reasonable.

O. Billings and Payments

- 1) The County agrees to compensate the Contractor in the amount submitted and according to an agreed upon schedule.
- 2) Contractor shall submit an itemized invoice (upon completion of each task). Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by the County to the Contractor.
- 3) In the event the Contractor fails to comply with any terms or conditions of the Agreement or to provide in any manner the work or services as agreed to herein, the County reserves the right to withhold any payment until the County is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the County's right to termination as provide in other sections of this Agreement.

P. Project Management

- 1) The County requires the Contractor to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of this Agreement. Removal of any principal project member without replacement by equally qualified individuals or without prior written approval of the County is grounds for termination.

Q. Background Checks

In the event services to be performed (example – air quality tests) are required in a secured facility (Jail) or an area where there is confidential documentation in accordance with State Statutes, the Contractor shall furnish the County a list of all employees who will provide services for the specific project. The County may conduct a BCA background check on an assigned employee. The Contractor shall cooperate fully with the County by providing information regarding the employee as necessary for the County to complete the background check. Any cost incurred by the County for a BCA background check will be the responsibility of the Contractor and such cost shall be a setoff against amounts due the Contractor under the agreement.

R. County Responsibilities

The County agrees to provide the Contractor with access to any information from the County’s documents, staff and other sources needed by the Contractor to complete the work described herein.

S. Additional Tests/Services

The County reserves the right throughout the term of the resulting agreement to add, delete or acquire other tests or services that the Contractor can supply that are similar to, but not specifically called for in this solicitation. If mutually agreed, the County and the Contractor may enter into an Amendment. Said Amendment will not result in any further renegotiations of the existing contract terms and conditions.

**2.2.**

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.

**2.3.**

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:  
In accordance with Appendix A - Cost

**5. County Roles and Responsibilities**

The County shall create a scope of work (SOW) and request pricing from the Contractor.

**6. General Contract/Agreement Terms and Conditions**

**6.1. Payment**

**6.1.1.**

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



**6.1.2.**

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

**6.2. Application for Payments**

**6.2.1.**

The Contractor shall submit an invoice once a month.

**6.2.2.**

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

**6.2.3.**

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.

**6.2.4.**

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.

**6.2.5.**

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

**6.2.6.**

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.

**6.3. 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.

**6.4. Successors, Subcontracting and Assignment**

**6.4.1.**

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.

**6.4.2.**

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.

**6.4.3.**

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.

**6.5. Compliance With Legal Requirements**

**6.5.1.**

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.

**6.5.2.**

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.

**6.6. Data Practices**

**6.6.1.**

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.

**6.6.2.**

The Contractor designates Joe Carlson PE 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.

**6.6.3.**

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.

**6.7. Security**

**6.7.1.**

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.

**6.7.2.**

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.

**6.7.3.**

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.

**6.7.4.**

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.

**6.7.5.**

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

**6.8. 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 negligent, grossly negligent or intentional 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. The indemnification obligations of this section do not apply in the event the claims or cause of action is the result of the County's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the County's failure to fulfill its obligation under this Contract.

**6.9. Contractor's Insurance**

**6.9.1.**

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 negligent 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.

**6.9.2.**

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.

**6.9.3.**

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

**6.9.3.1.**

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.

**6.9.3.2.**

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

**6.9.4.**

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

**6.9.4.1.**

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

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

**6.9.6.**

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

**6.9.7.**

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

**6.9.8.**

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

**6.9.9.**

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

**6.9.10.**

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-.

**6.9.11.**

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.

**6.9.12.**

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.

**6.9.13.**

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

**6.9.14.**

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

**6.10. 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.

**6.11. 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:**

Lucas Lortie, Public Works, 1425 Paul Kirkwold Drive, Arden Hills, MN 55112

**Contractor:**

Joe Carlson PE, WSB & Associates, Inc., 701 Xenia Ave S, Suite 300, Golden Valley, MN 55416

**6.12. 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.

**6.13. 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.

**6.14. 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.

**6.15. 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.

**6.16. 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.

**6.17. 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.

## **6.18. Termination**

### **6.18.1.**

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.

### **6.18.2.**

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.

### **6.18.3.**

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.

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

### **6.19.1.**

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.

### **6.19.2.**

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.

## **6.20. 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.

## **6.21. Infringement**

### **6.21.1.**

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.

**6.21.2.**

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.

**6.22. Ramsey County Master Contract**

This is a Ramsey County Master Contract available to all Ramsey County departments.

**6.23. Cooperative Purchasing**

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

**6.24. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

**6.24.1.**

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

**6.24.2.**

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

**6.24.3.**

**Debarment and Suspension (Executive Orders 12549 and 12689)**--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or



otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**6.24.4.**

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

**6.24.5.**

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

**6.25. 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.

**6.26. Diverse Workforce Inclusion**

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

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

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

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

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

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

trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through [jobconnectmn@ramseycounty.us](mailto:jobconnectmn@ramseycounty.us) or call 651-266-6042.

**6.27. 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.

**6.28. 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.

Section	Description	Unit	Rate
1	<b>EARTHWORK LABOR</b>		
	Excavations Observations & Evaluations	HOUR	\$ 137.00
	Compaction Testing	HOUR	\$ 93.00
	<b>RELATED TESTS</b>		
	Moisture Content (ASTM D 2216)	TEST	\$ 13.00
	Atterberg Limits: LL & PL (ASTM D 4318)	TEST	\$ 125.00
	Sieve Analysis Through No. 200 Sieve (ASTM C 136, D 1140 or C 117 or MnDOT 1221)	TEST	\$ 110.00
	Mechanical Sieve - Hydrometer Analysis (ASTM D 422)	TEST	\$ 215.00
	Organic Content (ASTM D 2974)	TEST	\$ 78.00
	Permeability Granular Soil, Less Than 10 Percent Fines (ASTM D 2434)	TEST	\$ 285.00
	Permeability of All Other Soils (ASTM D 5084, EPA 9100 or COE Undisturbed Sample, Includes Extrusions)	TEST	\$ 390.00
	Permeability All Other Soils (ASTM D 5084, EPA 9100 or COE Remolded Sample Does not Include Proctor)	TEST	\$ 390.00
	Unconfined Compression (ASTM D 2166)	TEST	\$ 110.00
	PH Determination (AASHTO T 289) (-10 mesh)	TEST	\$ 78.00
	Electrical Resistivity of Soils (AASHTO T 288)	TEST	\$ 107.00
	Oxidation - Reduction	TEST	\$ 77.00
	Sulfate (Concrete)	TEST	Quote
	Sulfide (Metals)	TEST	Quote
	Topsoil Testing, MnDOT 3877A (without nutrients)	TEST	\$ 300.00
	Topsoil Testing, MnDOT 3877A (with nutrients)	TEST	\$ 300.00
	Nuclear Moisture Density Meter	TRIP	\$ 50.00
	Standard Proctor Test (ASTM D 693)	TEST	\$ 150.00
	Modified Proctor Test (ASTM D 1557)	TEST	\$ 160.00
Sample Pick-up (Tech II Rate, Excludes Mileage)	HOUR	\$ 93.00	
2	<b>FLEXIBLE OR RIGID PAVEMENTS LABOR</b>		
	Excavations Observations and Sub-Grade Evaluations	HOUR	\$ 137.00

Section	Description	Unit	Rate
	Compaction Testing (technician conducting compaction tests using sand cone or nuclear density meter)	HOUR	\$ 93.00
	MnDOT Penetration Index Method by DCP Test to Evaluate Sub-Grade Strength or Density	HOUR	\$ 93.00
	Sub-Grade and/or Aggregate Base Test-Roll Observation	HOUR	\$ 137.00
	Bituminous Placement Observations	HOUR	\$ 93.00
	Concrete Paving Testing (Technician casting concrete test cylinders, reviewing delivery tickets, measuring temperature, air content and slump, etc.)	HOUR	\$ 93.00
	Bituminous or Concrete Coring (includes portable core drill with diamond bits at 2- to 12-inch diameter, and crew, excludes mileage, (3 hour minimum) per hour)	HOUR	\$ 234.00
	<b>RELATED TESTS</b>		
	Standard Proctor Test (ASTM D 698)	TEST	\$ 150.00
	Modified Proctor Test (ASTM D 1557)	TEST	\$ 160.00
	Aggregate Base Gradation (ASTM C 136 or MnDOT 5-692.215)	TEST	\$ 110.00
	Mechanical Analysis of Fine or Coarse Bituminous Aggregate (MnDOT 1202/1203)	TEST	\$ 110.00
	Spall Material Analysis (MnDOT 1209)	TEST	\$ 185.00
	Shale Content by Heavy Liquid Examination (MnDOT 1207 / 1209) - Coarse Aggregate	TEST	\$ 150.00
	Shale Content by Heavy Liquid Examination (MnDOT 1207 / 1209) - Fine Aggregate	TEST	\$ 120.00
	Specific Gravity and Absorption for Fine Aggregates (MnDOT 1205 / 1204)	TEST	\$ 110.00
	Specific Gravity and Absorption for Course Aggregates (MnDOT 1205 / 1204)	TEST	\$ 100.00
	Los Angeles Rattler (LAR) Abrasion Loss of Course Aggregate (MnDOT 1210)	TEST	\$ 110.00
	Bituminous Asphalt Content Determination (MnDOT 1854 / 1853)	TEST	\$ 230.00
	Bituminous Asphalt Content Determination (MnDOT 1854 / 1853) with Aggregate Gradation (MnDOT 1203)	TEST	\$ 270.00
	Preparation of Asphalt Specimens using Marshall Apparatus	TEST	\$ 325.00
	Marshall Stability and Flow (Set of 3) (MnDOT 1805)	TEST	\$ 180.00

Section	Description	Unit	Rate
	Marshall Density Testing, Triple Specimen (MnDOT 1805 / 1806)	TEST	\$ 138.00
	Rice Specific Gravity (MnDOT 1807)	TEST	\$ 120.00
	Thickness and Density of Payment Cores (MnDOT 1810)	TEST	\$ 46.00
	Gyratory Mix Properties (Suite of Tests) including: Gyratory Density (AASHTO T 312) MnDOT Modified, Rice Specific Gravity (ASTM D2041), Asphalt extraction and aggregate gradation (ASTM D2172 Method E-11) MnDOT Modified C137 and C117, Fine Aggregate Angularity (AASHTO T 304, Method A, MnDOT 1206.5), Percent Crushed Particles (MnDOT 1214.8)	TEST	\$ 515.00
	Plus #4 Crushing Determination (MnDOT 1214)	TEST	\$ 110.00
	Bit Wear and Patch Material, Per Core	TEST	\$ 1.00
	Sample Pick-up (Tech II Rate, Excludes Mileage)	HOUR	\$ 93.00
	Nuclear Moisture Density Meter	HOUR	\$ 50.00
<b>3</b>	<b>PILES AND OR DRILL SHAFTS</b>		
	<b>EVALUATION OF TEST PILES</b>		
	Project Engineer/Piling Specialist Conducting Dynamic Pile Testing	HOUR	\$ 157.00
	Pile Driving Analyzer TM Equipment Rental	DAY	\$ 750.00
	Wave Equation Analysis	EACH	\$ 750.00
	CAPWAP Analysis	EACH	\$ 360.00
	<b>PILE/PIER PRODUCTION - INSTALLATION</b>		
	<b>MONITORING</b>		
	Special Inspection / Monitoring of Piles or Piers During Installation	HOUR	\$ 114.00
	Vibration Monitoring Technician On-Site Documenting Vibration Producing Activity and Measuring Vibration Levels	HOUR	\$ 157.00
	Seismographic Equipment - Daily Rate	DAY	\$ 130.00
	Seismographic Equipment - Weekly Rate	WEEK	\$ 600.00
	Seismographic Equipment - Monthly Rate	MONTH	\$ 1,500.00
<b>4</b>	<b>CONCRETE REINFORCEMENT</b>		
	<b>LABOR</b>		
	Special Inspection of Concrete Reinforcement	HOUR	\$ 93.00
<b>5</b>	<b>CONCRETE</b>		

Section	Description	Unit	Rate
	<b>LABOR</b>		
	Engineering Analysis, Per Mix Design (ACI 211 Normal Weight Mix Design)	EACH	\$ 215.00
	Special Inspection of Concrete Placements	HOUR	\$ 114.00
	Concrete Testing (technician casting cylinders, reviewing, delivery ticket, measuring temperature, air content and slump)	HOUR	\$ 93.00
	<b>RELATED TESTS</b>		
	Mechanical Analysis of Fine or Course Bituminous Aggregate (MnDOT 1202 / 1203)	TEST	\$ 110.00
	Deleterious Particles (MnDOT 1209)	TEST	\$ 185.00
	Shale Content by Heavy Liquid Examination (MnDOT 1207 / 1209) - Coarse Aggregate	TEST	\$ 150.00
	Shale Content by Heavy Liquid Examination (MnDOT 1207 / 1209) - Fine Aggregate	TEST	\$ 120.00
	Specific Gravity and Absorption for Fine Aggregates (MnDOT 1205 / 1204)	TEST	\$ 110.00
	Specific Gravity and Absorption for Course Aggregates (MnDOT 1205 / 1204)	TEST	\$ 100.00
	Soundness of Aggregate (MnDOT 1219) 5 cycles on 5 pans	TEST	\$ 305.00
	Los Angeles Rattler (LAR) Abrasion Loss of Course Aggregate (MnDOT 1210)	TEST	\$ 110.00
	Compression Testing (ASTM C39) includes laboratory processing, handling and cylinder molds, cast by TA (4x8 inch)	TEST	\$ 30.00
	Compression Testing (ASTM C 39) includes laboratory processing, handling and cylinder molds, cast by others (4x8 inch)	TEST	\$ 30.00
	Compression Testing (ASTM C39) includes laboratory processing, handling and cylinder molds, cast by TA (6x12 inch)	TEST	\$ 40.00
	Compression Testing (ASTM C 39) includes laboratory processing, handling and cylinder molds, cast by others (6x12 inch)	TEST	\$ 40.00
	Standard Curing and Testing of Flexural Beams (ASTM C78 and ASTM C293) Per Unit	TEST	\$ 65.00
	Compressive Strength of 2x2 Cubes	TEST	\$ 30.00
	Speciality Mold Rental Clean-up (beams) Per Use	EACH	\$ 45.00
	Speciality Mold Rental Clean-up (cubes) Per Use	EACH	\$ 50.00
	Concrete Strength Curve Development for Maturity Testing (ASTM C1074 Multiple Samples Per Mix)	EACH	\$ 500.00

Section	Description	Unit	Rate
	Maturity Meter Rental, Per day	DAY	\$ 55.00
	Maturity Pucks (wired)	EACH	\$ 75.00
	Thermocouple Probes (wireless)	EACH	\$ 105.00
	Lightweight Concrete Unit Weight (ASTM C 567), Set of 3	TEST	\$ 350.00
	Cylinder end prep (ASTM C39)	EACH	\$ 25.00
	Concrete Cylinder "Hot Box" During Winter Construction	MONTH	
	Compressive Strength of CIPPOCS (ASTM C 873)	TEST	\$ 65.00
	CIPPOC Mold (ASTM C 873)	TEST	\$ 55.00
	Concrete Cylinder Pick-up (includes mileage)	TRIP	\$ 80.00
	Concrete Coring-Portable Core Drill with Diamond Bits at 2- to 12-inch Diameter and Crew. Excludes Mileage (3 Hour Minimum) Per Hour	HOUR	\$ 234.00
	Compressive Strength of Concrete Cores, Including Physical Measurements Trimming, ASTM C 42	TEST	\$ 105.00
	Bit Wear and Patch Material, Per Core	EACH	\$ 1.00
	Locate Reinforcing Steel, Pachometer	HOUR	Quote
	Rental of Windsor Probe, Schmidt Hammer or Profometer	DAY	Quote
	Technician Measuring Floor Flatness (FF and FL) Measurements (Field)	HOUR	\$ 137.00
	Floor Flatness Engineering Analysis	HOUR	\$ 137.00
	Dipstick Rental	DAY	\$ 160.00
6	<b>MASONRY REINFORCEMENT LABOR</b>		
	Special Inspection of Masonry Reinforcement	HOUR	\$ 114.00
	<b>BRICK OR UNIT MASONRY LABOR</b>		
	Technician Performing Masonry Quality Control Testing	HOUR	\$ 93.00
	<b>RELATED TESTS</b>		
	Absorption of RWU (ASTM C 140) (set of 3)	EACH	\$ 115.00
	Compressive Strength (ASTM C 140) Block (set of 3)	EACH	\$ 160.00
	Physical Measurements and Absorption (ASTM C 140)	EACH	Included above
	Net Area Determination (ASTM C 140)	TEST	Included above
	ASTM C1314 Compressive Strength of Masonry Prisms (fieldfabrication and test)	EACH	\$ 125.00

Section	Description	Unit	Rate
	ASTM C1314 Compressive Strength of Masonry Prisms (lab fabrication and test)	SET	\$ 500.00
	ASTM C1314 Compressive Strength of Masonry Prisms (if cells are filled)	EACH	\$ 100.00
	Compressive Strength - Grout (ASTM C 1019)	TEST	\$ 70.00
	Freeze / Thaw of Brick and Concrete Pavers (ASTM C 67) Per Set of 5	TEST	\$ 510.00
	Efflorescence of Brick or Masonry Units (ASTM C67 / C216) Per Set of 10 Samples	TEST	\$ 155.00
	Initial Rate of Absorption (ASTM C 67 / C 216) Per Set of 5	TEST	\$ 180.00
	Compressive Strength (ASTM C 67 / C 216) per set of 5	TEST	\$ 225.00
	Absorption and Saturation Coefficient (ASTM C 67 / C) Per Set of 5	TEST	\$ 180.00
	ASTM C67 Section 13 & 14 Measurement of Size and Warpage of Brick and Structural Clay Tile, set of 10	TEST	\$ 250.00
	Standard Brick Testing (ASTM C 67 / C 216) per set (does not include freeze/thaw and dimensional analysis testing) set of 5	TEST	\$ 725.00
	Compressive Strength of 2" x 2" Mortar Cube (ASTM C 102) Field Cast	TEST	\$ 30.00
	Compressive Strength of 2" x 2" Mortar Cube (ASTM C 102) Laboratory Cast	TEST	\$ 30.00
	Compression Test of Cylindrical Mortar Specimens (ASTM C 780) 2x4 cylinders	TEST	\$ 30.00
	Bond Strength of Mortar to Masonry Units (ASTM C 952) Brick (Laboratory Cast) set of 5	TEST	\$ 500.00
	Bond Strength of Mortar to Masonry Units (ASTM C 952) Brick (Field Cast) set of 5	TEST	\$ 500.00
	Flexural Bond Strength of Mortar to Masonry Units (ASTM C 1072) Prism Testing per Prism	TEST	\$ 1,200.00
	Masonry Sample Pick Up (includes mileage)	TRIP	\$ 80.00
8	<b>STRUCTURAL STEEL LABOR</b>		
	Special Inspections of Structural Steel Level II NDE Technician, AWS Certified Weld Inspector	HOUR	\$ 120.00
	Radiography, Two-Man Crew	HOUR	\$ 203.00
	Structural Steel Summary Report	EACH	Quote
9	<b>FIREPROOFING LABOR</b>		
	Special Inspections: Fireproofing Inspections and Thickness Measurements	HOUR	\$ 114.00



Section	Description	Unit	Rate
	<b>RELATED TESTS</b>		
	Bond Testing	TEST	Quote
	Laboratory Density Determination	TEST	\$ 85.00
	Cohesion/Adhesion Determination	TEST	Quote
10	<b>GEOSYNTHETIC AND POND LITER</b>		
	<b>RELATED TESTS</b>		
	Shear / Peel Tests on Field Seams (PVC), (ASTM D 903), Per Sample	TEST	N/A
	Shear / Peel Tests on Field Seams (HDPE, VLDPE) (ASTM D 903), Per Sample	TEST	N/A
	Resistance of Plastics to Chemical Reagents (ASTM 0 543)	TEST	N/A
	Tensile Properties of Plastics (ASTM D 638)	TEST	N/A
	Flexural Properties of Unreinforced and Reinforced Plastics	TEST	N/A
	Material Property Testing (Strength, Elongation, Creep, Cyclic Stress-Strain, Etc.)	TEST	N/A
	Pond Liner Shear/Peel Strength Testing ASTM D6392 (does not include shipping)	TEST	Quote
	Sample Pick-up (includes Mileage)	TRIP	\$ 80.00
11	<b>CONSULTING SERVICES - OTHER</b>		
	<b>MISCELLANEOUS EXPENSE</b>		
	Vehicle Mileage, per mile (as related to inspection and testing services for all site visits, state approved rates) <i>In the future state current year.</i>	MILE	Current year IRS Mileage Rate
12	<b>CONSULTING SERVICES - PROJECT ENGINEERING</b>		
	Engineer I, Graduate Engineer or Engineer In Training	HOUR	\$ 137.00
	Engineer II/Registered Professional Engineer, PE (Project Manager)	HOUR	\$ 157.00
	Senior Engineer	HOUR	\$ 180.00
	Principle Engineer	HOUR	\$ 220.00
13	<b>UNIT RATE FOR INSPECTION AND TESTING LABOR</b>		
	Technician II: Associates Degree and 6 months related experience, ACI (American Concrete Institute) Certified, MnDOT Concrete Certified or Provisionally Certified or Equivalent Combination of Education and Experience	HOUR	\$ 93.00
	Technician II: (Overtime after 8 hours)	HOUR	\$ 116.25

Section	Description	Unit	Rate
	Technician III: Associate Degree and 3 years related experience, ACI Certified, MnDOT Grading and Base, Bituminous or Concrete Certified or Provisionally Certified as Required or Equivalent Combination of Education and Experience	HOUR	\$ 114.00
	Technician III: (Overtime after 8 hours)	HOUR	\$ 142.50
	Technician IV or ICBO Special Inspector: Associate Degree and 6 years related experience, posses ICBO Certification (Concrete Reinforcement, Structural Masonry, Precast Concrete, Fireproofing or structural steel and welding) ACI Certified, Level II NDE technician, AWS Certified Weld Inspector as Required or Equivalent combination of Education and Experience	HOUR	\$ 132.00
	Technician IV or ICBO special Inspector: Overtime after 8 hours)	HOUR	\$ 165.00
14	<b>PLANT INSPECTIONS</b>		
	MnDOT Bituminous Batch Plant Inspections & Concrete Batch Plant Inspections Technician with MnDOT Bituminous Plant Level I or II Certifications and Concrete Plant Level I or II Certifications	HOUR	\$ 93.00
	MnDOT Concrete Paving Batch Plant Inspections Technician with MnDOT Concrete Plant Level I or II Certifications on an as needed basis	HOUR	\$ 93.00

Braun Intertec Corporation

**CONSTRUCTION MATERIAL TESTING**

Section	Description	Unit	Rate
1	<b>EARTHWORK LABOR</b>		
	Excavations Observations & Evaluations	HOUR	\$98.00
	Compaction Testing	HOUR	\$78.00
	<b>RELATED TESTS</b>		
	Moisture Content (ASTM D 2216)	TEST	\$15.00
	Atterberg Limits: LL & PL (ASTM D 4318)	TEST	\$107.00
	Sieve Analysis Through No. 200 Sieve (ASTM C 136, D 1140 or C 117 or MnDOT 1221)	TEST	\$131.00
	Mechanical Sieve - Hydrometer Analysis (ASTM D 422)	TEST	\$110.00
	Organic Content (ASTM D 2974)	TEST	\$74.00
	Permeability Granular Soil, Less Than 10 Percent Fines (ASTM D 2434)	TEST	\$398.00
	Permeability of All Other Soils (ASTM D 5084, EPA 9100 or COE Undisturbed Sample, Includes Extrusions)	TEST	\$500.00
	Permeability All Other Soils (ASTM D 5084, EPA 9100 or COE Remolded Sample Does not Include Proctor)	TEST	\$600.00
	Unconfined Compression (ASTM D 2166)	TEST	\$90.00
	PH Determination (ASTM G 51)	TEST	\$24.00
	Electrical Resistivity of Soils (ASTM G 57)	TEST	\$73.00
	Oxidation - Reduction	TEST	\$61.00
	Sulfate (Concrete)	TEST	\$41.00
	Sulfide (Metals)	TEST	\$68.00
	Topsoil Testing, MnDOT 3877A (without nutrients)	TEST	\$267.00
	Topsoil Testing, MnDOT 3877A (with nutrients)	TEST	\$331.00
	Nuclear Moisture Density Meter	HOUR	\$22.00
	Standard Proctor Test (ASTM D 1557)	TEST	\$182.00
	Modified Proctor Test (ASTM D 1557)	TEST	\$182.00
Sample Pick-up (Tech 1 Rate, Excludes Mileage)	HOUR	\$78.00	
2	<b>FLEXIBLE OR RIGID PAVEMENTS LABOR</b>		
	Excavations Observations and Sub-Grade Evaluations	HOUR	\$98.00

Braun Intertec Corporation

**CONSTRUCTION MATERIAL TESTING**

Section	Description	Unit	Rate
	Compaction Testing (technician conducting compaction tests using sand cone or nuclear density meter)	HOUR	\$78.00
	MnDOT Penetration Index Method by DCP Test to Evaluate Sub-Grade Strength or Density	HOUR	\$78.00
	Sub-Grade and/or Aggregate Base Test-Roll Observation	HOUR	\$94.00
	Bituminous Placement Observations	HOUR	\$102.00
	Concrete Paving Testing (Technician casting concrete test cylinders, reviewing delivery tickets, measuring temperature, air content and slump, etc.)	HOUR	\$78.00
	Bituminous or Concrete Coring (includes portable core drill with diamond bits at 2- to 12-inch diameter, and crew, excludes mileage, (3 hour minimum) per hour)	HOUR	\$180.00
	<b>RELATED TESTS</b>		
	Standard Proctor Test (ASTM D 698)	TEST	\$182.00
	Modified Proctor Test (ASTM D 1557)	TEST	\$182.00
	Aggregate Base Gradation (ASTM C 136 or MnDOT 5-692.215)	TEST	\$131.00
	Mechanical Analysis of Fine or Coarse Bituminous Aggregate (MnDOT 1202/1203)	TEST	\$131.00
	Spall Material Analysis (MnDOT 1209)	TEST	\$127.00
	Shale Content by Heavy Liquid Examination (MnDOT 1207 / 1209)	TEST	\$79/ 159
	Specific Gravity and Absorption for Fine or Course Aggregates (MnDOT 1205 / 1204)	TEST	\$81/123
	Los Angeles Rattler (LAR) Abrasion Loss of Course Aggregate (MnDOT 1210)	TEST	\$131.00
	Bituminous Asphalt Content Determination (MnDOT 1854 / 1853)	TEST	\$150.00
	Aggregate Gradation (MnDOT 1203)	TEST	\$131.00
	Marshall Stability and Flow (Set of 3) (MnDOT 1805)	TEST	\$63.00
	Marshall Density Testing, Triple Specimen (MnDOT 1805 / 1806)	TEST	\$123.00
	Rice Specific Gravity (MnDOT 1807)	TEST	\$80.00
	Thickness and Density of Payment Cores (MnDOT 1810)	TEST	\$52.00
	Gyratory Density (MnDot 1820)	TEST	\$182.00

Braun Intertec Corporation

**CONSTRUCTION MATERIAL TESTING**

Section	Description	Unit	Rate
	Plus #4 Crushing Determination (MnDOT 1214)	TEST	\$80.00
	Bit Wear and Patch Material, Per Core	TEST	\$19.00
	Sample Pick-up (Tech 1 Rate, Excludes Mileage)	HOUR	\$78.00
	Nuclear Moisture Density Meter	HOUR	\$22.00
	Fine Aggregate Angularity (MnDOT 1206)	TEST	\$78.00
3	<b>PILES AND OR DRILL SHAFTS EVALUATION OF TEST PILES</b>		
	Project Engineer/Piling Specialist Conducting Dynamic Pile Testing	HOUR	\$164.00
	Pile Driving Analyzer TM Equipment Rental	DAY	\$1,150.00
	Wave Equation Analysis	EACH	\$300.00
	CAPWAP Analysis	EACH	\$545.00
	<b>PILE/PIER PRODUCTION - INSTALLATION MONITORING</b>		
	Special Inspection / Monitoring of Piles or Piers During Installation	HOUR	\$98.00
	Vibration Monitoring Technician On-Site Documenting Vibration Producing Activity and Measuring Vibration Levels	HOUR	\$98.00
	Seismographic Equipment - Hourly Rate	HOUR	NA
	Seismographic Equipment - Daily Rate	DAY	\$185.00
	Seismographic Equipment - Weekly Rate	WEEK	\$430.00
4	<b>CONCRETE REINFORCEMENT LABOR</b>		
	Special Inspection of Concrete Reinforcement	HOUR	\$98.00
5	<b>CONCRETE LABOR</b>		
	Engineering Analysis, Per Mix Design	EACH	\$286.00
	Special Inspection of Concrete Placements	HOUR	\$98.00
	Concrete Testing (technician casting cylinders, reviewing, delivery ticket, measuring temperature, air content and slump)	HOUR	\$78.00
	<b>RELATED TESTS</b>		
	Mechanical Analysis of Fine or Course Bituminous Aggregate (MnDOT 1202 / 1203)	TEST	\$131.00
	Deleterious Particles (MnDOT 1209)	TEST	\$127.00

Braun Intertec Corporation

**CONSTRUCTION MATERIAL TESTING**

Section	Description	Unit	Rate
	Shale Content by Heavy Liquid Examination (MnDOT 1207 / 1209)	TEST	\$79/ 159
	Specific Gravity and Absorption for Fine or Course Aggregates (MnDOT 1205 / 1204)	TEST	\$81/123
	Soundness of Aggregate (MnDOT 1219)	TEST	\$320.00
	Los Angeles Rattler (LAR) Abrasion Loss of Course Aggregate (MnDOT 1210)	TEST	\$131.00
	Compression Testing (ASTM C39) includes laboratory processing, handling and cylinder molds, cast by TA	TEST	\$30.00
	Compression Testing (ASTM C 39) includes laboratory processing, handling and cylinder molds, cast by others	TEST	\$30.00
	Standard Curing and Testing of Flexural Beams (ASTM C78 and ASTM C293) Per Unit	TEST	\$116.00
	Specialty Mold Rental Clean-up (cubes and beams) Per Use	EACH	\$45.00
	Concrete Strength Curve Development for Maturity Testing	EACH	\$2,120.00
	Maturity Meter Rental, Per hour	HOUR	\$70.00
	Dry Unit Weight (ASTM C 567), Per Unit	TEST	\$111.00
	Sawing of Concrete Unit (ASTM C31), Per Cut	EACH	\$13.00
	Concrete Cylinder "Hot Box" During Winter Construction	MONTH	NA
	Compressive Strength of CIPPOCS (ASTM C 873)	TEST	\$37.00
	Concrete Cylinder Pick-up (Tech rate, excludes mileage)	HOUR	\$78.00
	Concrete Coring-Portable Core Drill with Diamond Bits at 2- to 12-inch Diameter and Crew. Excludes Mileage (3 Hour Minimum) Per Hour	HOUR	\$180.00
	Compressive Strength of Concrete Cores, Including Physical Measurements Trimming, ASTM C 42	TEST	\$97.00
	Bit Wear and Patch Material, Per Core	EACH	\$19.00
	Locate Reinforcing Steel, Pachometer	HOUR	\$25.00
	Rental of Windsor Probe, Schmidt Hammer or Profometer	DAY	\$65.00
	Technician Measuring Floor Flatness (FF and FL) Measurements (Field)	HOUR	\$78.00
	Floor Flatness Engineering Analysis	HOUR	\$164.00
	Dipstick Rental	DAY	\$191.00

Braun Intertec Corporation

**CONSTRUCTION MATERIAL TESTING**

Section	Description	Unit	Rate
6	<b>MASONARY REINFORCEMENT LABOR</b>		
	Special Inspection of Masonry Reinforcement	HOUR	\$98.00
	<b>BRICK OR UNIT MASONRY LABOR</b>		
	Technician Performing Masonry Quality Control Testing	HOUR	\$78.00
	<b>RELATED TESTS</b>		
	Absorption of RWU (ASTM C 140)	EACH	\$63.00
	Compressive Strength (ASTM C 140) Block	EACH	\$45.00
	Physical Measurements and Absorption (ASTM C 140)	EACH	\$66.00
	Net Area Determination (ASTM C 140)	TEST	\$45.00
	Brick Prism Assembly (ASTM C 1314, E 447)	TEST	\$106.00
	Compressive Strength Hollow Block Prisms (ASTM C 1314)	TEST	\$178.00
	Compressive Strength - Grout Block Prisms (ASTM C 1314)	TEST	\$220.00
	Compressive Strength - Grout (ASTM C 1019)	TEST	\$55.00
	Freeze / Thaw of Brick and Concrete Pavers (ASTM C 67) Per Set	TEST	\$916.00
	Efflorescence of Brick or Masonry Units (ASTM C67 / C216) Per Set of 10 Samples	TEST	\$186.00
	Initial Rate of Absorption (ASTM C 67 / C 216) Per Set	TEST	\$186.00
	Compressive Strength (ASTM C 67 / C 216) per set	TEST	\$168.00
	Absorption and Saturation Coefficient (ASTM C 67 / C) Per Set	TEST	\$238.00
	Dimensional Analysis (ASTM C 67 / C 216) per set	TEST	\$232.00
	Standard Brick Testing (ASTM C 67 / C 216) per set (does not include freeze/thaw and dimensional analysis testing)	TEST	\$700.00
	Warpage (ASTM C 67 / C 216), per set	TEST	\$265.00
	Compressive Strength of 2" x 2" Mortar Cube (ASTM C 102) Field Cast	TEST	\$30.00
	Compressive Strength of 2" x 2" Mortar Cube (ASTM C 102) Laboratory Cast	TEST	\$30.00
	Compression Test of Cylindrical Mortar Specimens (ASTM C 780)	TEST	\$30.00
	Bond Strength of Mortar to Masonry Units (ASTM C 952) Brick (Laboratory Cast)	TEST	\$75.00

Section	Description	Unit	Rate
	Bond Strength of Mortar to Masonry Units (ASTM C 952) Brick (Field Cast)	TEST	\$45.00
	Flexural Bond Strength of Mortar to Masonry Units (ASTM C 1072) Prism Testing per Prism	TEST	\$225.00
	Masonry Sample Pick Up (Tech I rate, excludes mileage)	HOUR	\$78.00
8	<b>STRUCTURAL STEEL LABOR</b>		
	Special Inspections of Structural Steel Level II NDE Technician, AWS Certified Weld Inspector	HOUR	\$106.00
	Radiography, Two-Man Crew	HOUR	\$168.00
	Structural Steel Summary Report	EACH	\$440.00
9	<b>FIREPROOFING LABOR</b>		
	Special Inspections: Fireproofing Inspections and Thickness Measurements	HOUR	\$106.00
	<b>RELATED TESTS</b>		
	Bond Testing	TEST	\$40.00
	Laboratory Density Determination	TEST	\$50.00
	Cohesion/Adhesion Determination	TEST	\$43.00
10	<b>GEOSYNTHETIC AND POND LITER RELATED TESTS</b>		
	Shear / Peel Tests on Field Seams (PVC), (ASTM D 903), Per Sample	TEST	\$146.00
	Shear / Peel Tests on Field Seams (HDPE, VLDPE) (ASTM D 903), Per Sample	TEST	\$492.00
	Resistance of Plastics to Chemical Reagents (ASTM 0 543)	TEST	\$180.00
	Tensile Properties of Plastics (ASTM D 638)	TEST	\$60.00
	Flexural Properties of Unreinforced and Reinforced Plastics	TEST	\$110.00
	Material Property Testing (Strength, Elongation, Creep, Cyclic Stress-Strain, Etc.)	TEST	\$750.00
	Sample Pick-up (Tech 1 Rate, Excludes Mileage)	HOUR	\$78.00
11	<b>CONSULTING SERVICES - OTHER MISCELLANEOUS EXPENSE</b>		
	Vehicle Mileage, per mile (as related to inspection and testing services for all site visits, state approved rates) <b>In the future state current year.</b>	MILE	Current <b>year</b> IRS Mileage Rate



Section	Description	Unit	Rate
12	<b>CONSULTING SERVICES - PROJECT ENGINEERING</b>		
	Project Assistant	HOUR	\$82.00
	Staff Engineer, Graduate Engineer or Engineer In Training	HOUR	\$130.00
	Registered Professional Engineer, PE (Project Manager)	HOUR	\$160.00
	Senior Engineer	HOUR	\$185.00
	Principle Engineer	HOUR	\$215.00
13	<b>UNIT RATE FOR INSPECTION AND TESTING LABOR</b>		
	Technician I: Associate's Degree or Equivalent Combination of Education and Experience	HOUR	\$78.00
	Technician I: (Overtime after 8 Hours)	HOUR	\$97.50
	Technician II: Associates Degree and 6 months related experience, ACI (American Concrete Institute) Certified, MnDOT Concrete Certified or Provisionally Certified or Equivalent Combination of Education and Experience	HOUR	\$92.00
	Technician II: (Overtime after 8 hours)	HOUR	\$115.00
	Technician III: Associate Degree and 3 years related experience, ACI Certified, MnDOT Grading and Base, Bituminous or Concrete Certified or Provisionally Certified as Required or Equivalent Combination of Education and Experience	HOUR	\$110.00
	Technician III: (Overtime after 8 hours)	HOUR	\$137.50
	Technician IV or ICBO Special Inspector: Associate Degree and 6 years related experience, posses ICBO Certification (Concrete Reinforcement, Structural Masonry, Precast Concrete, Fireproofing or structural steel and welding) ACI Certified, Level II NDE technician, AWS Certified Weld Inspector as Required or Equivalent combination of Education and Experience	HOUR	\$112.00
	Technician IV or ICBO special Inspector: Overtime after 8 hours)	HOUR	\$137.50

Section	Description	Unit		Rate
14	<b>PLANT INSPECTIONS</b>			
	MnDOT Bituminous Batch Plant Inspections & Concrete Batch Plant Inspections Technician with MnDOT Bituminous Plant Level I or II Certifications and Concrete Plant Level I or II Certifications		HOUR	\$98.00
	MnDOT Concrete Paving Batch Plant Inspections Technician with MnDOT Concrete Plant Level I or II Certifications on an as needed basis		HOUR	\$105.00

# Appendix A: Cost



SECTION   DESCRIPTION	UNIT	FINE
<b>1 EARTHWORK</b>		
<b>LABOR</b>		
Excavations Observations & Evaluations	Hour	75
Compaction Testing	Hour	65
<b>RELATED TESTS</b>		
Moisture Content (ASTM D 2216)	Test	10
Atterberg Limits: LL & PL (ASTM D 4318)	Test	100
Sieve Analysis Through No. 200 Sieve (ASTM C 136, D 1140 or C 117 or MnDOT 1221)	Test	100
Mechanical Sieve - Hydrometer Analysis (ASTM D 422)	Test	200
Organic Content (ASTM D 2974)	Test	50
Permeability Granular Soil, Less Than 10 Percent Fines (ASTM D 2434)	Test	280
Permeability of All Other Soils (ASTM D 5084, EPA 9100 or COE Undisturbed Sample, Includes Extrusions)	Test	390
Permeability All Other Soils (ASTM D 5084, EPA 9100 or COE Remolded Sample Does not Include Proctor)	Test	75
Unconfined Compression (ASTM D 2166)	Test	80
PH Determination (ASTM G 51)	Test	20
Electrical Resistivity of Soils (ASTM G 57)	Test	60
Oxidation - Reduction	Test	20
Sulfate (Concrete)	Test	30
Sulfide (Metals)	Test	30
Topsoil Testing, MnDOT 3877A (without nutrients)	Test	250
Topsoil Testing, MnDOT 3877A (with nutrients)	Test	300
Nuclear Moisture Density Meter	Hour	10
Standard Proctor Test (ASTM D 1557)	Test	100
Modified Proctor Test (ASTM D 1557)	Test	100
Sample Pick-up (Tech 1 Rate, Excludes Mileage)	Hour	55
<b>2 FLEXIBLE OR RIGID PAVEMENTS</b>		
<b>LABOR</b>		
Excavations Observations and Sub-Grade Evaluations	Hour	75
Compaction Testing (technician conducting compaction tests using sand cone or nuclear density meter)	Hour	65
MnDOT Penetration Index Method by DCP Test to Evaluate Sub-Grade Strength or Density	Hour	10
Sub-Grade and/or Aggregate Base Test-Roll Observation	Hour	75
Bituminous Placement Observations	Hour	75
Concrete Paving Testing (Technician casting concrete test cylinders, reviewing delivery tickets, measuring temperature, air content and slump, etc.)	Hour	65
Bituminous or Concrete Coring (includes portable core drill with diamond bits at 2- to 12-inch diameter, and crew, excludes mileage, (3 hour minimum) per hour)	Hour	200
<b>RELATED TESTS</b>		
Standard Proctor Test (ASTM D 698)	Test	100
Modified Proctor Test (ASTM D 1557)	Test	100
Aggregate Base Gradation (ASTM C 136 or MnDOT 5-692.215)	Test	100
Mechanical Analysis of Fine or Coarse Bituminous Aggregate (MnDOT 1202/1203)	Test	100
Spall Material Analysis (MnDOT 1209)	Test	150
Shale Content by Heavy Liquid Examination (MnDOT 1207 / 1209)	Test	120
Specific Gravity and Absorption for Fine or Course Aggregates (MnDOT 1205 / 1204)	Test	120

Los Angeles Rattler (LAR) Abrasion Loss of Course Aggregate (MnDOT 1210)	Test	120
Bituminous Asphalt Content Determination (MnDOT 1854 / 1853)	Test	100
Aggregate Gradation (MnDOT 1203)	Test	100
Marshall Stability and Flow (Set of 3) (MnDOT 1805)	Test	60
Marshall Density Testing, Triple Specimen (MnDOT 1805 / 1806)	Test	120
Rice Specific Gravity (MnDOT 1807)	Test	75
Thickness and Density of Payment Cores (MnDOT 1810)	Test	30
Gyratory Density (MnDOT 1820)	Test	180
Plus #4 Crushing Determination (MnDOT 1214)	Test	60
Bit Wear and Patch Material, Per Core	Test	0
Sample Pick-up (Tech 1 Rate, Excludes Mileage)	Hour	55
Nuclear Moisture Density Meter	Hour	10
Fine Aggregate Angularity (MnDOT 1206)	Test	60
<b>3 PILES AND OR DRILL SHAFTS</b>		
<b>EVALUATION OF TEST PILES</b>		
Project Engineer/Piling Specialist Conducting Dynamic Pile Testing	Hour	135
Pile Driving Analyzer TM Equipment Rental	Day	700
Wave Equation Analysis	Each	250
CAPWAP Analysis	Each	300
<b>PILE/PIER PRODUCTION - INSTALLATION MONITORING</b>		
Special Inspection / Monitoring of Piles or Piers During Installation	Hour	120
Vibration Monitoring Technician On-Site Documenting Vibration Producing Activity and Measuring Vibration Levels	Hour	90
Seismographic Equipment - Hourly Rate	Hour	50
Seismographic Equipment - Daily Rate	Day	100
Seismographic Equipment - Weekly Rate	Week	500
<b>4 CONCRETE REINFORCEMENT</b>		
<b>LABOR</b>		
Special Inspection of Concrete Reinforcement	Hour	75
<b>5 CONCRETE</b>		
<b>LABOR</b>		
Engineering Analysis, Per Mix Design	Each	300
Special Inspection of Concrete Placements	Hour	75
Concrete Testing (technician casting cylinders, reviewing, delivery ticket, measuring temperature, air content and slump)	Hour	65
<b>RELATED TESTS</b>		
Mechanical Analysis of Fine or Course Bituminous Aggregate (MnDOT 1202 / 1203)	Test	100
Deleterious Particles (MnDOT 1209)	Test	25
Shale Content by Heavy Liquid Examination (MnDOT 1207 / 1209)	Test	120
Specific Gravity and Absorption for Fine or Course Aggregates (MnDOT 1205 / 1204)	Test	120
Soundness of Aggregate (MnDOT 1219)	Test	250
Los Angeles Rattler (LAR) Abrasion Loss of Course Aggregate (MnDOT 1210)	Test	120
Compression Testing (ASTM C39) includes laboratory processing, handling and cylinder molds, cast by TA	Test	20
Compression Testing (ASTM C 39) includes laboratory processing, handling and cylinder molds, cast by others	Test	20
Standard Curing and Testing of Flexural Beams (ASTM C78 and ASTM C293) Per Unit	Test	75
Speciality Mold Rental Clean-up (cubes and beams) Per Use	Each	0
Concrete Strength Curve Development for Maturity Testing	Each	2000
Maturity Meter Rental, Per hour	Hour	10

Dry Unit Weight (ASTM C 567), Per Unit	Test	100
Sawing of Concrete Unit (ASTM C31), Per Cut	Each	0
Concrete Cylinder "Hot Box" During Winter Construction	Month	250
Compressive Strength of CIPPOCS (ASTM C 873)	Test	20
Concrete Cylinder Pick-up (Tech rate, excludes mileage)	Hour	55
Concrete Coring-Portable Core Drill with Diamond Bits at 2- to 12-inch Diameter and Crew. Excludes Mileage (3 Hour Minimum) Per Hour	Hour	200
Compressive Strength of Concrete Cores, Including Physical Measurements Trimming, ASTM C 42	Test	50
Bit Wear and Patch Material, Per Core	Each	0
Locate Reinforcing Steel, Pachometer	Hour	20
Rental of Windsor Probe, Schmidt Hammer or Profometer	Day	40
Technician Measuring Floor Flatness (FF and FL) Measurements (Field)	Hour	90
Floor Flatness Engineering Analysis	Hour	90
Dipstick Rental	Day	150
<b>6 MASONRY REINFORCEMENT</b>		
<b>LABOR</b>		
Special Inspection of Masonry Reinforcement	Hour	75
<b>BRICK OR UNIT MASONRY</b>		
<b>LABOR</b>		
Technician Performing Masonry Quality Control Testing	Hour	65
<b>RELATED TESTS</b>		
Absorption of RWU (ASTM C 140)	Each	75
Compressive Strength (ASTM C 140) Block	Each	50
Physical Measurements and Absorption (ASTM C 140)	Each	75
Net Area Determination (ASTM C 140)	Test	50
Brick Prism Assembly (ASTM C 1314, E 447)	Test	100
Compressive Strength Hollow Block Prisms (ASTM C 1314)	Test	150
Compressive Strength - Grout Block Prisms (ASTM C 1314)	Test	200
Compressive Strength - Grout (ASTM C 1019)	Test	30
Freeze / Thaw of Brick and Concrete Pavers (ASTM C 67) Per Set	Test	1000
Efflorescence of Brick or Masonry Units (ASTM C67 / C216) Per Set of 10 Samples	Test	200
Initial Rate of Absorption (ASTM C 67 / C 216) Per Set	Test	150
Compressive Strength (ASTM C 67 / C 216) per set	Test	150
Absorption and Saturation Coefficient (ASTM C 67 / C) Per Set	Test	220
Dimesional Analysis (ASTM C 67 / C 216) per set	Test	220
Standard Brick Testing (ASTM C 67 / C 216) per set (does not include freeze/thaw and dimesional analysis testing)	Test	250
Warpage (ASTM C 67 / C 216), per set	Test	250
Compressive Strength of 2" x 2" Mortar Cube (ASTM C 102) Field Cast	Test	20
Compressive Strength of 2" x 2" Mortar Cube (ASTM C 102) Laboratory Cast	Test	20
Compression Test of Cylindrical Mortar Specimens (ASTM C 780)	Test	20
Bond Strength of Mortar to Masonry Units (ASTM C 952) Brick (Laboratory Cast)	Test	250
Bond Strength of Mortar to Masonry Units (ASTM C 952) Brick (Field Cast)	Test	250
Flexural Bond Strength of Mortar to Masonry Units (ASTM C 1072) Prism Testing per Prism	Test	350
Masonry Sample Pick Up (Tech I rate, excludes mileage)	Hour	55
<b>8 STRUCTURAL STEEL</b>		
<b>LABOR</b>		
Special Inspections of Structural Steel Level II NDE Technician, AWS Certified Weld Inspector	Hour	90
Radiography, Two-Man Crew	Hour	170

	Structural Steel Summary Report	Each	1200
<b>9</b>	<b>FIREPROOFING</b>		
	<b>LABOR</b>		
	Special Inspections: Fireproofing Inspections and Thickness Measurements	Hour	90
	<b>RELATED TESTS</b>		
	Bond Testing	Test	30
	Laboratory Density Determination	Test	40
	Cohesion/Adhesion Determination	Test	30
<b>10</b>	<b>GEOSYNTHETIC AND POND LITER</b>		
	<b>RELATED TESTS</b>		
	Shear / Peel Tests on Field Seams (PVC), (ASTM D 903), Per Sample	Test	175
	Shear / Peel Tests on Field Seams (HDPE, VLDPE) (ASTM D 903), Per Sample	Test	175
	Resistance of Plastics to Chemical Reagents (ASTM O 543)	Test	300
	Tensile Properties of Plastics (ASTM D 638)	Test	300
	Flexural Properties of Unreinforced and Reinforced Plastics	Test	300
	Material Property Testing (Strength, Elongation, Creep, Cyclic Stress-Strain, Etc.)	Test	300
	Sample Pick-up (Tech 1 Rate, Excludes Mileage)	Hour	55
<b>11</b>	<b>CONSULTING SERVICES - OTHER</b>		
	<b>MISCELLANEOUS EXPENSE</b>		
	Vehicle Mileage, per mile (as related to inspection and testing services for all site visits, state approved rates) In the future state current year.	Mile	Current year IRS Mileage Rate
<b>12</b>	<b>CONSULTING SERVICES - PROJECT ENGINEERING</b>		
	Project Assistant	Hour	65
	Staff Engineer, Graduate Engineer or Engineer In Training	Hour	75
	Registered Professional Engineer, PE (Project Manager)	Hour	115
	Senior Engineer	Hour	120
	Principle Engineer	Hour	130
<b>13</b>	<b>UNIT RATE FOR INSPECTION AND TESTING LABOR</b>		
	Technician I: Associate's Degree or Equivalent Combination of Education and Experience	Hour	55
	Technician I: (Overtime after 8 Hours)	Hour	55
	Technician II: Associates Degree and 6 months related experience, ACI (American Concrete Institute) Certified, MnDOT Concrete Certified or Provisionally Certified or Equivalent Combination of Education and Experience	Hour	65
	Technician II: (Overtime after 8 hours)	Hour	65
	Technician III: Associate Degree and 3 years related experience, ACI Certified, MnDOT Grading and Base, Bituminous or Concrete Certified or Provisionally Certified as Required or Equivalent Combination of Education and Experience	Hour	75
	Technician III: (Overtime after 8 hours)	Hour	75
	Technician IV or ICBO Special Inspector: Associate Degree and 6 years related experience, posses ICBO Certification (Concrete Reinforcement, Structural Masonry, Precast Concrete, Fireproofing or structural steel and welding) ACI Certified, Level II NDE technician, AWS Certified Weld Inspector as Required or Equivalent combination of Education and Experience	Hour	90
	Technician IV or ICBO special Inspector: Overtime after 8 hours)	Hour	90
<b>14</b>	<b>PLANT INSPECTIONS</b>		
	MnDOT Bituminous Batch Plant Inspections & Concrete Batch Plant Inspections Technician with MnDOT Bituminous Plant Level I or II Certifications and Concrete Plant Level I or II Certifications	Hour	90
	MnDOT Concrete Paving Batch Plant Inspections Technician with MnDOT Concrete Plant Level I or II Certifications on an as needed basis	Hour	90

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2021-353

**Meeting Date:** 6/22/2021

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**Sponsor:** Public Works

**Title**

Larpenteur Avenue Emergency Road/Culvert Repairs

**Recommendation**

1. Authorize the County Manager to approve and execute agreements and contracts directly related to this emergency in accordance with the County's procurement policies and procedures, provided the amounts are within the available funding.
2. Authorize the County Manager to approve and execute amendments to agreements and contracts in accordance with the County's procurement policies and procedures, provided the amounts are within the available funding.

**Background and Rationale**

Larpenteur Avenue east of Rice Street carries approximately 11,000 vehicles per day and is a vital east-west connection for vehicles, pedestrians, and bicyclists across the county as it borders multiple cities. Just west of the railroad tracks, Larpenteur Avenue crosses over Trout Brook. Two - 36" metal culverts allow Trout Brook to flow under the roadway. Holes in the pipes caused by rust and corrosion have created voids in the soils supporting the road surface. Without these soils to properly support the roadway, the pavement has begun to collapse forming a large hole in the surface of the pavement. This posed a significant safety risk and Larpenteur Avenue was closed to vehicular traffic on Monday, June 7. Pedestrian and bicycle traffic has been allowed to remain open using the sidewalk on the north side of Larpenteur Avenue.

Ramsey County Public Works' staff and other impacted agencies have been assessing the damage in order to understand the magnitude of the needed repair. St Paul Regional Water Service (SPRWS) has two large diameter watermains that run parallel with Larpenteur Avenue and are also being impacted by the soil voids. Public Works staff have been developing a design plan to provide to road construction contractors in order to receive quotes to perform these emergency repairs. Contractors are being asked to review and provide quotes by Friday, June 18.

As Public Works staff have assessed the anticipated needed repairs and identified the additional complexities of diverting water for the active flowing Trout Brook, the need to protect the SPRWS watermains and the need to perform the work as soon as possible, it is possible that the costs to complete these emergency repairs will be greater than the \$175,000 maximum allowed for emergency work to be approved by the county manager.

Public Works wishes to expedite these roadway/culvert repairs in order to minimize the risk of further damages to the roadway and subsurface utilities, which includes the two forementioned watermains. Expediting this work also opens Larpenteur Avenue sooner to all users which is beneficial to county residents and businesses that rely on this roadway. It also minimizes the impact of those residents and businesses that are located along the official and unofficial routes for detoured traffic.

Due to the timing of the public notice for the county board meeting and the timing in which quotes will be received from contractors, it is not yet known the cost to perform the work, nor the contractor that will perform

the work. In order to expedite the approval of a contract and complete the repairs as soon as possible in order to open Larpenteur Avenue back up to all users, it is being requested to authorize the approval of a contract with a not-to-exceed amount of \$450,000.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

Larpenteur Avenue serves a racially and culturally diverse population in the area of Rice Street. Expediting repairs and allowing the road to re-open as soon as possible removes the extra cost, time, and impact by vehicles, bicyclists, and pedestrians traveling the detour route.

**Community Participation Level and Impact**

Larpenteur Avenue was closed to vehicle traffic on June 7. Agency partners (i.e., cities, SPRWS, railroad, Metro Transit, etc.) and other entities (i.e., emergency services, law enforcement, school bus companies, etc.) were notified by email of the closure. In addition, Ramsey County Communications developed a webpage and have used its communication channels to inform the public of the closure and posted the detour -

<https://www.ramseycounty.us/residents/roads-transportation/current-roadwork/2021-road-construction-maintenance/larpenteur-avenue-culvert-repair> . As more details become known, the website will be updated.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The emergency repair expenses will be paid using wheelage tax funds from the 2020-2021 Public Works Capital and Operating Budget.

**County Manager Comments**

County board approval is required for emergency contracts over \$175,000.

**Last Previous Action**

None.

**Attachments**

None.



# Board of Commissioners

## Request for Board Action

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**Item Number:** 2021-307

**Meeting Date:** 6/22/2021

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**Sponsor:** Public Health

**Title**

Appointments to the Community Health Services Advisory Committee

**Recommendation**

Appoint the following individuals to the Community Health Services Advisory Committee for a term beginning June 25, 2021 and ending June 26, 2023:

<u>District</u>	<u>Appointee</u>
1	Hannah Fairman
2	Alyssa Fritz
3	Georgie Kinsman
4	Ayah Mohammed
5	Manoj Doss
6	Pa Vang
7	Jennifer Arnold
At-Large	Steve Nelson
At-Large	Carol Thunstrom

**Background and Rationale**

The Saint Paul - Ramsey County Community Health Services Advisory Committee (CHSAC) advises the Board of Commissioners and Saint Paul's Mayor and City Council on issues related to public health. The CHSAC meets with the Director of Saint Paul - Ramsey County Public Health, as well as other department staff. Members of the committee hear presentations and participate in discussions focused on current public health issues, which may include:

- Identifying priority public health issues based on data, community engagement, professional knowledge and lived experiences. These priority issues provide guidance related to programs and services, action teams and budgetary allocation.
- Serving on department committees such as the Ethics Committee, or panels to review grant applications, public health award recipients, etc.
- Connecting the department to communities, resources, data and insights related to a current or upcoming issue.
- Providing policy recommendations to elected officials on public health issues, such as youth tobacco use and breastfeeding friendly workplaces.

The Committee has a total of thirteen (13) seats-one for each district and six (6) at-large. Appointment terms are two years and staggered 50% each year.

There are thirteen (13) vacancies on the Committee for all Districts: 1, 2, 3, 4, 5, 6, and At-Large. There was a total of eleven applications, five of which were from incumbents. The application, review, and appointment process for these specific vacancies were involved in a new pilot process that was presented to the Board of Commissioners at a Board Workshop on April 27, 2021. During the week of May 10, a community review team

reviewed the applications and selected applicants to be recommended to the Board. On May 19, 2021, the applications and recommendations from the community review team were forwarded to the Board for review and final recommendations. Recruitment for the remaining at-large vacancies will continue until filled.

**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 Board, the vacancies and application was promoted through an email listserv reaching numerous diverse organizations and networks. The Communications Department also recruited through all social media accounts and county website. 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 and knowledge and skills a resident may bring along with an optional section to insert demographics to ensure we are reaching new and diverse candidates.

Through the pilot process, a community review team was formed with the responsibility to review the applications through a community lens. Three racially diverse community members were selected to help review applications and make recommendations to the Board. Criteria used to score the applications were qualitative and based on responses that communicated relevant formal and informal knowledge, skills, and abilities; provided examples of relevant experience; and included unique perspectives which may not be currently represented on the Committee.

**Community Participation Level and Impact**

For these appointments, the Community Health Services Advisory Committee was part of a new pilot that incorporated more involvement from the community. Community members were recruited through an email listserv to various diverse organizations and networks. Three community members were selected to review the applications and make recommendations to the Board for the first time. Before reviewing the applications, the department director joined the first review session to present the Committee’s background, context, and considerations from an internal perspective. The community review members were able to ask questions for clarity throughout the process. During the review session, two internal staff who were not associated with the Committee were present to facilitate the discussion, track scores and note down recommendations. These recommendations were sent to the Board of Commissioners to consider when making their selections for appointment.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

Representatives on Ramsey County advisory boards and committees do not receive County compensation; they contribute their time and expertise to provide guidance and insights to County policies and programs.

**County Manager Comments**

Appointments to Ramsey County advisory boards and committees are made by the Ramsey County Board of Commissioners. For more information on the Community Health Services Advisory Committee, please visit <https://www.ramseycounty.us/your-government/leadership/advisory-boards-committees/community-health-services-advisory-committee>.

**Last Previous Action**

On April 20, 2021 and April 27, 2021, the County Manager’s Office and Chief Clerk presented a board workshop with updates on the Advisory Councils, which included details on proposed standardized processes and the pilot that was in effect with the Parks and Recreation Commission and Community Health Services

Advisory Committee.

On August 6, 2019 the County Board appointed Richard Ragan, Amina Abdullah, Joseph Adamji, Jennifer Arnold, Christine Iseman, Alyssa Fritz, Ayah Mohammed, and Pa Vang to the Community Health Services Advisory Committee (B2019-285).

**Attachments**

1. Community Health Services Advisory Committee Membership Roster

**Community Health Services Advisory Committee Member Roster**  
June 22, 2021

<b>District</b>	<b>Member</b>	<b>Term Expiration</b>
1	Hannah Fairman (pending appointment)	June 26, 2023
2	Alyssa Fritz (pending appointment)	June 26, 2023
3	Georgie Kinsman (pending appointment)	June 26, 2023
4	Ayah Mohammed (pending appointment)	June 26, 2023
5	Manoj Doss (pending appointment)	June 26, 2023
6	Pa Vang (pending appointment)	June 26, 2023
7	Jennifer Arnold (pending appointment)	June 26, 2023
At-Large	Steve Nelson (pending appointment)	June 26, 2023
At-Large	Carol Thunstrom (pending appointment)	June 26, 2023
At-Large	Vacant	
At-Large	Vacant	
At-Large	Vacant	
At-Large	Vacant	

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**Item Number:** 2021-320

**Meeting Date:** 6/22/2021

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**Sponsor:** Community & Economic Development

**Title**

Housing and Redevelopment Authority Area of Operation

**Recommendation**

Approve the Ramsey County Housing and Redevelopment Authority area of operation countywide, excluding North Saint Paul.

**Background and Rationale**

On March 23, Ramsey County released its Economic Inclusion and Competitiveness Plan, which was developed with strong input from residents and community stakeholders over the past 18 months. The plan laid out a variety of recommendations to ensure long-term economic growth, equity and inclusion in Ramsey County.

One of the recommendations included activating a Housing and Redevelopment Authority (HRA) special benefit tax levy on properties in Ramsey County to address the longstanding housing crisis that has been exacerbated due to the COVID-19 pandemic and the subsequent economic downturn. Pursuant to Minnesota Statutes § 469.033, subd. 6, the HRA special benefit tax may be up to 0.0185 percent of estimated market value of taxable property, real and personal, in the county.

A countywide HRA special benefit tax levy in Ramsey County could raise up to \$11.1 million a year to fund affordable housing and redevelopment projects. The proposed HRA special benefit tax levy would increase annual taxes on a median value residential property by about \$45. Funds collected through the levy would support the preservation and creation of affordable housing developments. This would be done by offering gap financing and land acquisition funds as well as allocating resources to increase the competitiveness of Ramsey County housing projects applying for state grants.

The Ramsey County HRA may exercise all of its powers within its area of operation, which pursuant to Pursuant to Minnesota Statutes § 469.002, subd.8, and Minnesota Statutes § 469.004, subd. 1, is defined as all of Ramsey County. The county's HRA powers include the authority to levy a special benefit tax within its area of operation (see, Minn. Stat. § § 469.007, subd. 1, 469.033, subd. 6.) Because the cities of Saint Paul and North St. Paul have had an active HRA levy authority on or before June 30, 1971, each city must adopt a Resolution authorizing the Ramsey County HRA to exercise the county's HRA powers within each city at the same time that each city is exercising its own power (pursuant to Minnesota Statutes § 469.012, subd. 3).

On April 13, 2021, the Ramsey County Board of Commissioners approved a resolution that sought support from the cities of Saint Paul and North St. Paul to pass a resolution allowing for the exercise of the Ramsey County's Housing and Redevelopment Authority's powers within the cities' area of operation concurrent with the exercise of the same powers by HRAs of the cities of Saint Paul and North St. Paul, in order to create a housing and redevelopment project fund. With these cities consenting to the concurrent exercise of HRA powers, the fund will be used to support housing and redevelopment projects throughout the county, including within the cities of Saint Paul and North St. Paul.

On May 26, 2021, the City of Saint Paul City Council and the Saint Paul Housing and Redevelopment Authority Board of Commissioners approved a Resolution acknowledging the authority of the Ramsey County HRA to exercise its powers within the City of Saint Paul’s Housing and Redevelopment Authority’s area of operation and at the same time as the City’s the Housing and Redevelopment Authority with no alteration, limit, or impairment to the exercise of the powers by the Saint Paul’s HRA, and consenting to the same. The Saint Paul Resolution stipulated that fifty percent of any tax levied by the County HRA will be spent on projects located in the City of Saint Paul. The Saint Paul Resolution further acknowledged that the City’s consent would continue until revoked by subsequent resolution of the Saint Paul HRA. In response to feedback from local partners county-wide, and in alignment with policies around other funding tools like the Environmental Response Fund, Ramsey County CED will make every effort to distribute HRA levy resources “50-50” balancing HRA levy investment across the City of Saint Paul and suburban Ramsey County.

As of June 1, 2021, the City of North Saint Paul has not yet taken up an action regarding the County’s HRA area of operation in the City of North Saint Paul.

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

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

Many Ramsey County residents live in poverty and struggle to find or afford stable housing. The current market is not building or preserving enough affordable housing to meet the needs of these residents, including seniors, low-wage workers and others who make less than \$25,000 annually. This challenge is anticipated to grow, placing further strain on the housing market and county services for all households.

- Of Ramsey County’s 209,000 households, 65,000 pay more than 30% of their income on housing.
- 33,395 people in Ramsey County are currently in mixed-income housing, while 77,330 people are in poverty.
- There is currently a shortage of 15,000+ homes that are affordable for Ramsey County households making between \$30,000 - \$50,000 per year and 50,000+ homes that are affordable for households making less than \$30,000 per year.
- If all new construction in Ramsey County was dedicated to affordable housing, it would take 20-50 years to meet the current need and would still require subsidies.

The housing shortage is anticipated to grow across Ramsey County, and proactive measures - not reactive - must be taken countywide to improve our local quality of life. Affordable housing is a smart investment of taxpayer dollars and a long-term solution addressing the root cause of homelessness. Additionally, a regional approach to building housing infrastructure is better aligned with how residents live, work and play in Ramsey County. Housing investment transcends municipal boundaries and functions as critical infrastructure that supports the needs of our residents, workforce and business community.

Activating the HRA levy was a specific Recommended Action within the Economic Competitiveness and Inclusion Plan. Most Black, Latinx, Asian, and Indigenous cost-burdened four-person households are earning less than \$51,700, which equates to 50% of the area median income (AMI). Black, Latinx, Asian, and Indigenous renters are more likely to be cost-burdened than white renters. Ramsey County’s biggest need is affordable rental units at 30% AMI, plus a need for more rental units with two or more bedrooms<sup>5</sup>. Additionally, the Economic Competitiveness and Inclusion Plan recommends that Ramsey County consider investing in opportunities along the full housing continuum including building generational wealth in communities that have experienced historic wealth extraction.

**Community Participation Level and Impact**

Significant engagement informed the strategies and actions within the Economic Competitiveness and

Inclusion Vision Plan. The plan was informed and developed through engagement of residents, businesses, community leaders, a steering committee, and the Ramsey County Board of Commissioners, all of whom helped shape the development of an implementable plan that outlines economic and community objectives (and subsequently future budgets) over the next five years.

The engagement, however, does not stop with what needs to be done. CED staff will continue to work with the community, housing leaders, and city partners on the How. The implementation of these actions will take trust, and co-creation to ensure successful delivery. Implementation councils is being suggested to help steer the direction of the Economic Competitiveness based actions of the Plan.

CED is in a unique climate of transformative energy and are eager to partner with the community to determine how best to build out HRA programming that will help residents locate full housing options in every corner of the County.

Access to the Economic Competitiveness and Inclusion Vision Plan can be found here: <https://www.ramseycounty.us/your-government/projects-initiatives/economic-development-initiatives/economic-competitiveness-inclusion-plan>

Additional information pertaining to the HRA levy can be found here: <https://www.ramseycounty.us/your-government/leadership/board-commissioners/railroad-housing-authorities/proposed-housing-redevelopment-authority-hra-levy>

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

An HRA levy in Ramsey County could raise up to \$11.1 million a year to fund affordable housing and redevelopment projects. The proposed HRA levy would increase annual taxes on a median value residential property by about \$45.

**County Manager Comments**

Ramsey County is the only metropolitan county that does not levy from affordable housing and redevelopment projects through its Housing and Redevelopment Authority. A countywide levy would allow greater effectiveness in deploying HRA funds and ensure all current and future residents equitable access to HRA programs, projects and initiatives.

**Last Previous Action**

On April 13, 2021, the Ramsey County Board of Commissioners approved the request to the cities of Saint Paul and North St. Paul to pass a resolution allowing for the exercise of the Ramsey County’s Housing and Redevelopment Authority’s powers within the cities’ area of operation concurrent with the exercise of the same powers by HRAs of the cities of Saint Paul and North St. Paul in order to create and support housing and redevelopment projects within their communities. (Resolution B2021-086)

**Attachments**

1. City of Saint Paul Resolution
2. City of Saint Paul Housing and Redevelopment Authority (HRA) Resolution
3. Map of Ramsey County Housing and Redevelopment Authority Area of Operation

## RESOLUTION

Title ...

Resolution authorizing The Ramsey County Housing & Redevelopment Authority to exercise its powers within the Housing and Redevelopment Authority of Saint Paul, Minnesota's area of operation at the same time the Housing and Redevelopment Authority of Saint Paul, Minnesota exercises the same powers.

Body...

WHEREAS, Ramsey County, the City of St. Paul, and our entire region are facing an affordable housing crisis that has been exacerbated due to the COVID-19 pandemic and its subsequent economic downturn; and

WHEREAS, many residents of the City of St. Paul and Ramsey County struggle to find or afford stable housing along the full housing continuum; and

WHEREAS, nearly half of renters and 20% of homeowners in Ramsey County are cost-burdened, spending more than 30% of their income on housing expenses; and

WHEREAS, the current market is not building or preserving enough affordable housing to meet the needs of these residents, including seniors, low-wage workers, and others who make less than \$25,000 annually; and

WHEREAS, at the current pace of construction and if all construction was dedicated to affordable housing, it would take more than 21 years to build enough units to meet the demand; and

WHEREAS, this housing shortage is anticipated to grow in the City of St. Paul and Ramsey County, and will place further strain on the housing market and city and county services for all households; and

WHEREAS, throughout Ramsey County the availability of land is scarce and nearly all development that occurs or will occur will be redevelopment; and

WHEREAS, redevelopment challenges are very site specific and contribute to the added cost and time necessary to ready and advance projects; and

WHEREAS, affordable housing is a smart investment of taxpayer dollars and a long-term solution addressing the root cause of homelessness; and

WHEREAS, the City of St. Paul established the Housing and Redevelopment Authority of Saint Paul, Minnesota (the "City HRA") prior to June 8, 1971 and levies a tax upon all taxable property within the City of St. Paul pursuant to Minnesota Statutes § 469.033, subd. 6; and



WHEREAS, to help support the preservation of existing and creation of new affordable housing developments as well as the redevelopment and revitalization of blighted corridors and sites across Ramsey County, including in the City of St. Paul, the Board of Commissioners of The Ramsey County Housing & Redevelopment Authority (the “County HRA”) has proposed to levy a tax upon all taxable property within Ramsey County pursuant to Minnesota Statutes § 469.033, subd. 6 (the “County HRA Levy”); and

WHEREAS, funds collected through the County HRA Levy will be used in the City of St. Paul and across Ramsey County to expand homeownership programs, offer gap financing and land acquisition funds, and to allocate resources to increase the competitiveness of the City of St. Paul and Ramsey County housing projects when applying for state grants; and

WHEREAS, the County HRA will also be involved in broader development and redevelopment efforts in the City of St. Paul and throughout Ramsey County that advance Ramsey County’s goals; and

WHEREAS, a County HRA Levy could collect up to \$11.6 million each year (based on the pay 2021 tax rates and tax capacity) to fund affordable housing and broader development and redevelopment efforts that advance Ramsey County’s goals, with steady investments that support projects in St. Paul and County-wide; and

WHEREAS, the County HRA will seek authorization from the City St. Paul to implement housing projects in the City’s jurisdiction; and

WHEREAS, the County HRA commits to balancing County HRA Levy investments across St. Paul and suburban Ramsey County equitably; and

WHEREAS, pursuant to Minnesota Statutes § 469.012, subd. 3, the City HRA may adopt a resolution authorizing the County HRA to exercise the County HRA’s powers within the City of St. Paul at the same time that the City HRA is exercising its own powers; and

WHEREAS, notwithstanding Ramsey County’s authority pursuant to Minnesota Statutes § 469.004, subd. 1a, to exercise the powers of a housing and redevelopment authority, independent of the general law authority of housing and redevelopment authorities, for clarity Ramsey County and the County HRA have requested that the City of St. Paul, pursuant to Minnesota Statutes § 469.004, subd. 1a and § 469.005, subd. 1, and the City HRA, pursuant to Minnesota Statutes § 469.012, subd. 3, authorize the County HRA to exercise the County HRA’s powers within the City of St. Paul at the same time that the City HRA is exercising its own powers; and

NOW, THEREFORE, BE IT RESOLVED, by the City of Saint Paul, Minnesota as follows:

1. Notwithstanding Minnesota Statutes § 469.008, the County HRA is authorized to exercise its powers, including without limitation exercise of the County Levy, within the City of Saint Paul to the extent authorized by this Resolution.

2. The authorization granted herein is given on condition that said authorization may be revoked by subsequent resolution of the City HRA and said authorization shall continue until revoked by such resolution of the City HRA.
3. The authorization granted herein is given on condition that the County HRA's exercise of its powers will not alter, limit or impair the City HRA's powers, area of operation, or levy.
4. The authorization granted herein is given on condition that at least fifty percent (50%) of any tax levied by the County HRA will spent on projects located in the City of Saint Paul.

DRAFT

## RESOLUTION

Title ...

Resolution authorizing The Ramsey County Housing & Redevelopment Authority to exercise its powers within the Housing and Redevelopment Authority of Saint Paul, Minnesota's area of operation at the same time the Housing and Redevelopment Authority of Saint Paul, Minnesota exercises the same powers.

Body...

WHEREAS, Ramsey County, the City of St. Paul, and our entire region are facing an affordable housing crisis that has been exacerbated due to the COVID-19 pandemic and its subsequent economic downturn; and

WHEREAS, many residents of the City of St. Paul and Ramsey County struggle to find or afford stable housing along the full housing continuum; and

WHEREAS, nearly half of renters and 20% of homeowners in Ramsey County are cost-burdened, spending more than 30% of their income on housing expenses; and

WHEREAS, the current market is not building or preserving enough affordable housing to meet the needs of these residents, including seniors, low-wage workers, and others who make less than \$25,000 annually; and

WHEREAS, at the current pace of construction and if all construction was dedicated to affordable housing, it would take more than 21 years to build enough units to meet the demand; and

WHEREAS, this housing shortage is anticipated to grow in the City of St. Paul and Ramsey County, and will place further strain on the housing market and city and county services for all households; and

WHEREAS, throughout Ramsey County the availability of land is scarce and nearly all development that occurs or will occur will be redevelopment; and

WHEREAS, redevelopment challenges are very site specific and contribute to the added cost and time necessary to ready and advance projects; and

WHEREAS, affordable housing is a smart investment of taxpayer dollars and a long-term solution addressing the root cause of homelessness; and

WHEREAS, the City of St. Paul established the Housing and Redevelopment Authority of Saint Paul, Minnesota (the "City HRA") prior to June 8, 1971 and levies a tax upon all taxable property within the City of St. Paul pursuant to Minnesota Statutes § 469.033, subd. 6; and

WHEREAS, to help support the preservation of existing and creation of new affordable housing developments as well as the redevelopment and revitalization of blighted corridors and sites across Ramsey County, including in the City of St. Paul, the Board of Commissioners of The Ramsey County Housing & Redevelopment Authority (the “County HRA”) has proposed to levy a tax upon all taxable property within Ramsey County pursuant to Minnesota Statutes § 469.033, subd. 6 (the “County HRA Levy”); and

WHEREAS, funds collected through the County HRA Levy will be used in the City of St. Paul and across Ramsey County to expand homeownership programs, offer gap financing and land acquisition funds, and to allocate resources to increase the competitiveness of the City of St. Paul and Ramsey County housing projects when applying for state grants; and

WHEREAS, the County HRA will also be involved in broader development and redevelopment efforts in the City of St. Paul and throughout Ramsey County that advance Ramsey County’s goals; and

WHEREAS, a County HRA Levy could collect up to \$11.6 million each year (based on the pay 2021 tax rates and tax capacity) to fund affordable housing and broader development and redevelopment efforts that advance Ramsey County’s goals, with steady investments that support projects in St. Paul and County-wide; and

WHEREAS, the County HRA will seek authorization from the City St. Paul to implement housing projects in the City’s jurisdiction; and

WHEREAS, the County HRA commits to balancing County HRA Levy investments across St. Paul and suburban Ramsey County equitably; and

WHEREAS, pursuant to Minnesota Statutes § 469.012, subd. 3, the City HRA may adopt a resolution authorizing the County HRA to exercise the County HRA’s powers within the City of St. Paul at the same time that the City HRA is exercising its own powers; and

WHEREAS, notwithstanding Ramsey County’s authority pursuant to Minnesota Statutes § 469.004, subd. 1a, to exercise the powers of a housing and redevelopment authority, independent of the general law authority of housing and redevelopment authorities, for clarity Ramsey County and the County HRA have requested that the City of St. Paul, pursuant to Minnesota Statutes § 469.005, subd. 1, and the City HRA, pursuant to Minnesota Statutes § 469.012, subd. 3, authorize the County HRA to exercise the County HRA’s powers within the City of St. Paul at the same time that the City HRA is exercising its own powers; and

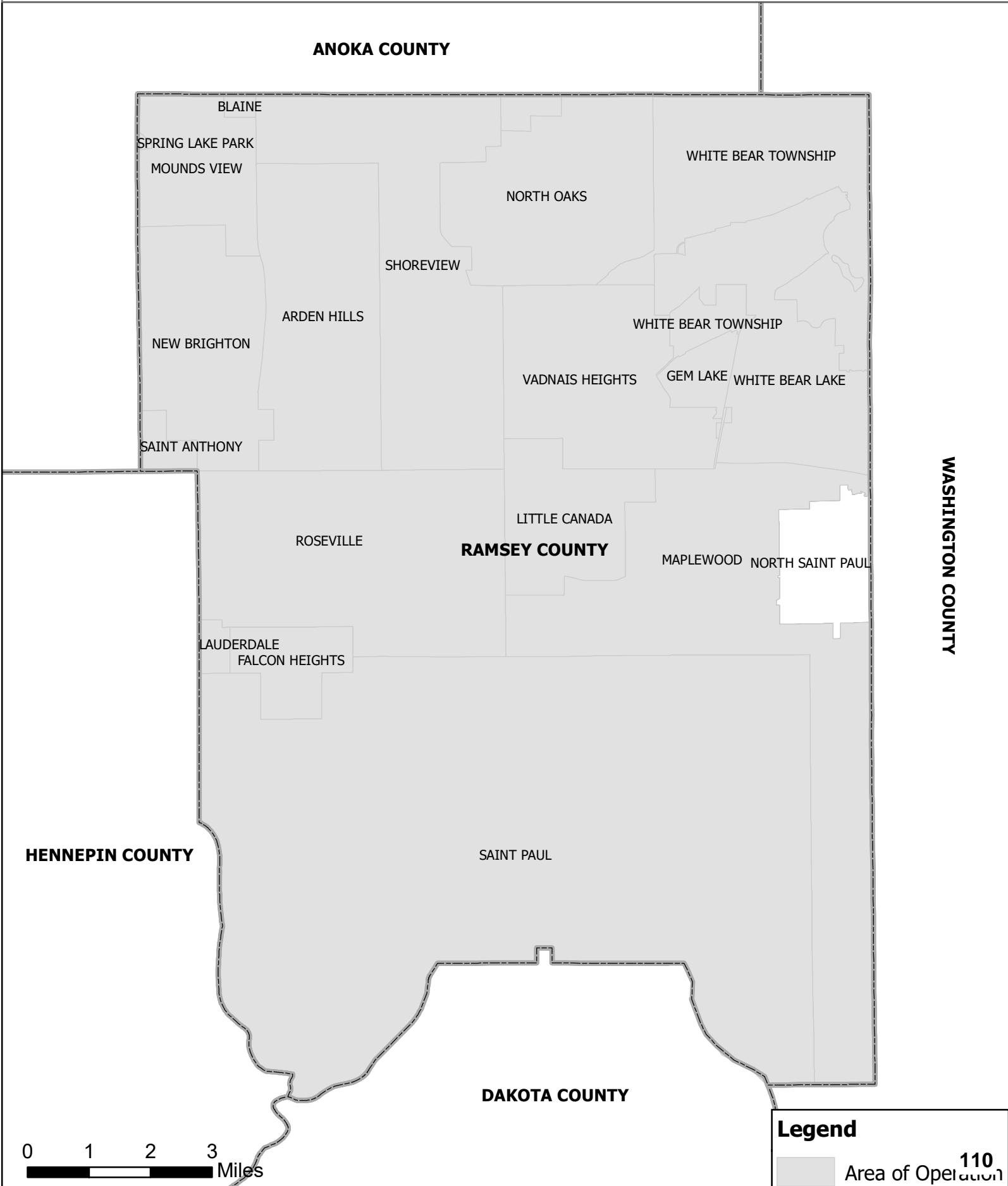
NOW, THEREFORE, BE IT RESOLVED, by the Housing and Redevelopment Authority of Saint Paul, Minnesota as follows:

1. Notwithstanding Minnesota Statutes § 469.008, the County HRA is authorized to exercise its powers, including without limitation exercise of the County Levy, within the City of Saint Paul to the extent authorized by this Resolution.

2. The authorization granted herein is given on condition that said authorization may be revoked by subsequent resolution of the City HRA and said authorization shall continue until revoked by such resolution of the City HRA.
3. The authorization granted herein is given on condition that the County HRA's exercise of its powers will not alter, limit or impair the City HRA's powers, area of operation, or levy.
4. The authorization granted herein is given on condition that at least fifty percent (50%) of any tax levied by the County HRA will spent on projects located in the City of Saint Paul.

DRAFT

# Ramsey County Housing and Redevelopment Authority Area of Operation as adopted in June, 2021



# Board of Commissioners

## Request for Board Action

Item Number: 2021-309

Meeting Date: 6/22/2021

**Sponsor:** Human Resources

**Title**

Ramsey County Commissioner's Salary Ordinance for 2022

**Recommendation**

Approve the Ramsey County Commissioner's Salary Ordinance for 2022.

**Background and Rationale**

The provisions of the Ramsey County Home Rule Charter relating to compensation for the Board of Commissioners state that:

- a. The Board may determine the annual salary of its members by passage of a Salary Ordinance;
- b. The Salary Ordinance must be passed by July 1 of the year prior to the effective date of the Ordinance;  
and
- c. The Ordinance shall not become effective until the first business day of the following year (January 1, 2022).

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

There is no specific racial equity impact associated with the proposed action.

**Community Participation Level and Impact**

The community is informed of this action through county board documentation that is published online at

<https://ramseycountymn.legistar.com/Calendar.aspx>

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Funding for this action will be included in the 2022 budget.

**County Manager Comments**

The Ordinance procedures outlined in the Ramsey County Home Rule Charter have been adhered to. If approved, the Ordinance will be effective January 1, 2022.

**Last Previous Action**

On May 18, 2021, the County Board waived the first reading of the proposed Salary Ordinance (Resolution B2021-115) and set the public hearing date of June 15, 2021 to take public comments on the proposed Salary Ordinance (Resolution B2021-116).

On June 15, 2021, the County Board held the public hearing for the proposed Salary Ordinance and waived the second reading of the proposed Salary Ordinance (Resolution B2021-291).

**Attachments**

1. Salary Ordinance



## Salary Ordinance

1  
2  
3 WHEREAS, the provisions of the Ramsey County Home Rule Charter (Charter) relating to  
4 compensation for the Board of Commissioners state that:

- 5 a) The Board may determine the annual salary of its members by passage of a salary  
6 ordinance; and,  
7 b) The salary ordinance must be passed by July 1 of the year prior to the effective date of  
8 the ordinance; and,  
9 c) The ordinance shall not become effective until the first business day of the following year  
10 (January 1, 2022); and,  
11

12 WHEREAS, The Charter requires that per diem payments be made to the County and that,  
13 with the exception of fees, payments and other compensation paid to an officer of the  
14 Association of Minnesota Counties, the County will not add these payments to the  
15 Commissioners' salary when payments are received from the various boards, committees and  
16 other governmental agencies; and  
17

18 WHEREAS, The current annual salary of the Board of Commissioners is \$97,102 for County  
19 Board Members, and \$100,138 for the County Board Chair; and,  
20

21 WHEREAS, In 2021 Ramsey County employees received a general wage increase of .5%;  
22 and,  
23

24 WHEREAS, It is the intent of the Ramsey County Board of Commissioners that future salary  
25 increases for the Board of Commissioners be set at a rate that matches the general increase in  
26 wages given to employees in the previous year; and,  
27

28 WHEREAS, An increase of .5% for the Board of Commissioners will result in a salary  
29 increase equivalent to the general wage increase given to employees in the calendar year 2021;  
30 Now, Therefore, The Board of Commissioners for the County of Ramsey Does,  
31

32 ORDAIN, That the annual salary for the Ramsey County Board of Commissioners for  
33 calendar year 2022 shall increase by .5% to \$97,588 for County Board Members and by .5% to  
34 \$100,639 for the County Board Chair; and Be it Further  
35

36 ORDAINED, With the exception of fees, payments and other compensation paid to an  
37 officer of the Association of Minnesota Counties, the Board voted to decline fees, payments and  
38 other compensation paid to County Board members in exchange for representing the County on  
39 outside boards, committees and other governmental agencies and any subcommittees thereof,  
40 and that any funds received by the County would remain within the County's General Fund; and  
41 Be It Further  
42

43 ORDAINED, That the Commissioners are eligible to receive fees, payments and other  
44 compensation paid from the following boards, committees and other governmental agencies  
45 and any subcommittees thereof;  
46

47 Association of Minnesota Counties (if serving as an Officer)  
48

49 And Be It Further  
50

51 ORDAINED, That all appointments of County Commissioners to various boards,  
52 committees and other governmental agencies shall be ratified by County Board resolution  
53 before per diems shall be paid; and Be It Further  
54

55 ORDAINED, That any subsequent new appointments or changes in appointments to  
56 new or existing boards, committees or governmental agencies, and any subsequent

57 establishment of new per diem rates or increase in current per diem rates shall be ratified by  
58 County Board resolution before per diems shall be paid; And Be It Further

59

60           ORDAINED, That any increase in per diems or new per diems which are approved by  
61 the above described process, shall be included in the next annual salary ordinance, and Be It  
62 Further

63

64           ORDAINED, That the Ramsey County Board of Commissioners shall be allowed to  
65 receive actual and necessary expenses for attendance at conferences, seminars, etc., in  
66 connection with their official County Commissioner duties as do all other Ramsey County  
67 employees; and Be It Further

68

69           ORDAINED, That unless a valid referendum petition is filed within 45 days after the  
70 publication of this ordinance, this ordinance shall:

71

72 a) Become effective on January 1, 2022 and replace the previous salary ordinance (Ordinance  
73 B2019-152); and,

74 b) Continue in effect throughout calendar year 2022 and subsequent years until changed by a  
75 subsequent County Board ordinance.

76

77