

Board of Commissioners Agenda

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

January 5, 2021 - 9 a.m.

Council Chambers - Courthouse Room 300

Pursuant to Minn. Stat. § 13D.021 and 13D.04 Subd. 3, the Chair of the Ramsey County Board of Commissioners has determined that an in-person meeting is not practical or prudent because of the COVID-19 pandemic and the declared state and local emergencies. Commissioners will participate by telephone or other electronic means. In addition, it may not be feasible to have any commissioner, staff, or members of the public present at the regular meeting location due to the COVID-19 pandemic and the declared emergencies. The meeting broadcast will be available online and linked via ramseycounty.us/boardmeetings. Members of the public and the media will be able to watch the public meeting live online.

ROLL CALL

PLEDGE OF ALLEGIANCE

1. Agenda of January 5, 2021 is Presented for Approval. 2020-643

Sponsors: County Manager's Office

Approve the agenda of January 5, 2021.

2. Minutes from December 22, 2020 are Presented for Approval 2020-644

Sponsors: County Manager's Office

Approve the December 22, 2020 Minutes.

3. **2021 Oath of Office** 2020-629

Sponsors: Board of Commissioners

The Oath of Office will be administered by Chief Judge Leonardo Castro to:

- Commissioner Nicole Frethem
- Commissioner Mary Jo McGuire
- Commissioner Victoria Reinhardt

POLICY ITEMS

4. Election of Officers for the Year 2021 2020-628

Sponsors: Board of Commissioners

Elect the following officers for the year 2021:

- Election of the Chair
- Election of the Vice-Chair

5. Rules of Procedure for 2021

2020-630

Sponsors: Board of Commissioners

- 1. Adopt Rules of Procedure to govern the County Board.
- 2. This resolution supersedes all prior resolutions pertaining to procedures.

6. Appointments to Standing Committees for 2021

2020-631

Sponsors: Board of Commissioners

Approve appointments to various standing committees for the year 2021.

7. Appointments to Outside Boards and Committees for 2021

2020-632

Sponsors: Board of Commissioners

Approve appointments of commissioners to various outside boards, committees and commissions for the year 2021 as listed in the background.

8. Appointment of Members to the Ramsey County Housing and Redevelopment Authority for 2021

2020-634

Sponsors: Board of Commissioners

Approve the appointment of members to the Ramsey County Housing and Redevelopment Authority for the year 2021.

9. Appointment of Members to the Ramsey County Regional Railroad Authority for 2021

2020-635

Sponsors: Board of Commissioners

Approve the appointment of members to the Ramsey County Regional Railroad Authority for the year 2021.

ADMINISTRATIVE ITEMS

10. Contracts with Press Publications, Inc. and Northwest Publications LLC dba St. Paul Pioneer Press for 2021 Newspaper Publications

2020-636

Sponsors: County Manager's Office and Property Tax and Election Services

- 1. Award a contract to Press Publications, Inc., 4779 Bloom Avenue, White Bear Lake, MN 55110, as the designated Official Newspaper for the following Ramsey County publications:
 - Official proceedings of the Board of Ramsey County Commissioners and all notices for the year 2021 in the Vadnais Heights Press at a cost of \$4.97 per column inch for the first insertion, and \$4.97 for subsequent insertions.
 - 2020 Financial Statement in the White Bear Press as the other newspaper of general circulation located in a different municipality in the County than the Official Newspaper, at a cost of \$12.52 per column inch and \$12.52 per column inch for subsequent insertions.
 - List of Real Estate Taxes Remaining Delinquent on the first day of January 2021, in the Vadnais Heights Press at a cost of \$5.09 per column inch for the first insertion, and

\$5.09 per column inch for subsequent insertions.

- Notice of Expiration of Redemption in the Vadnais Heights Press at a cost of \$4.21 per column inch for the first insertion, and \$4.21 per column inch for subsequent insertions.
- 2. Authorize the Chair and the Chief Clerk to execute the contract with Press Publications, Inc.
- 3. Award a contract to Northwest Publications, LLC, dba St. Paul Pioneer Press, PO Box 64831, Saint Paul, MN 55164, as the designated Official Newspaper for publication of Ramsey County's 2020 Financial Statement in the Pioneer Press at a cost of \$6.30 per column inch and \$6.30 per column inch for subsequent insertions.
- 4. Authorize the Chair and Chief Clerk to execute the contract with Northwest Publications LLC dba St. Paul Pioneer Press.

11. Correction to Resolution B2020-269 for Master Agreements for County Professional and Project Management Office Consulting Services

<u>2021-016</u>

Sponsors: Information and Public Records Administration

- 1. Correct the term of the Master Agreements for County Professional and Project Management Office Consulting Services as contained in Resolution B2020-269 to be for a period of five years beginning on December 22, 2020 through December 21, 2025.
- 2. All other provisions and authorizations contained in County Board Resolution B2020-269 shall remain valid, enforceable and unaffected by this Resolution.

INFORMATION

12. COVID Information

2021-021

Sponsors: County Manager's Office

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 Regional Railroad Authority Meeting - Council Chambers - Courthouse Room 300

Advance Notice:

January 12, 2020 County board meeting – Council Chambers

January 19, 2020 County board meeting – Council Chambers

January 26, 2020 County board meeting – Council Chambers

February 2, 2020 County board meeting - Council Chambers



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

Item Number: 2020-643 **Meeting Date:** 1/5/2021

Sponsor: County Manager's Office

Title

Agenda of January 5, 2021 is Presented for Approval.

Recommendation

Approve the agenda of January 5, 2021.



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

Item Number: 2020-644 Meeting Date: 1/5/2021

Sponsor: County Manager's Office

Title

Minutes from December 22, 2020 are Presented for Approval

Recommendation

Approve the December 22, 2020 Minutes.

Attachments

1.December 22, 2020 Minutes



Board of Commissioners Minutes

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

December 22, 2020 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:00 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 John Kelly, First Assistant County Attorney.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

1. Agenda of December 22, 2020 is Presented for Approval.

2020-471

Sponsors: County Manager's Office

Motion by Reinhardt, seconded by MatasCastillo. Motion passed.

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

2. Minutes from December 15, 2020 are Presented for Approval

2020-479

Sponsors: County Manager's Office

Motion by MatasCastillo, seconded by McGuire. Motion passed.

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

INFORMATION

3. COVID Information

2020-627

Sponsors: County Manager's Office

Presented by County Manager Ryan O'Connor.

ORDINANCE PROCEDURES

4. Proposed Housing Stability Department Ordinance - Waive the Second Reading

2020-574

rtcading

Sponsors: County Manager's Office

Motion by MatasCastillo, seconded by McDonough. Motion passed.

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

Resolution: B2020-259

5. Proposed Housing Stability Department Ordinance - Hold the Public Hearing

2020-575

Sponsors: County Manager's Office

Chair Carter opened the public hearing at 9:10 a.m. County Manager Ryan O'Connor called three times for public comment. Hearing none, Chair Carter closed the public hearing at 9:11 a.m.

ADMINISTRATIVE ITEMS

6. 2021 Ramsey County State Legislative Platform

2020-623

Sponsors: Communications & Public Relations

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-260

7. 2021 Ramsey County Federal Legislative Platform

2020-625

Sponsors: Communications & Public Relations

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: <u>2020-261</u>

8. Countywide Unclassified Limited Duration Appointments for COVID-19

2020-612

Response

Sponsors: Human Resources

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-262

9. Extension of Paid Extraordinary Pandemic Event Leave Memoranda of Agreement

2020-599

2020-566

Sponsors: Human Resources

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-263

10. Terms of Collective Bargaining Agreements with American Federation of State, County and Municipal Employees (AFSCME) Bargaining Unit Locals: 8 (General County), 8 (Professional), 8 (Public Health Registered Nurses), 151 (Social Services Department, Financial Assistance Services Department and the Administrative Division of the Health and Wellness Service Team) [formerly Community Human Services], 151 (Licensed Practical Nurses), 151 (Workforce Solutions), 707 (Lake Owasso Residence), 1076 (Ramsey County)

Sponsors: Human Resources

Motion by McDonough, seconded by Reinhardt. Motion passed.

Care Center), and 1935 (Parks & Recreation), for the Year 2021.

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

Resolution: B2020-264

11. Memoranda of Agreement for insurance premium contributions for Insurance 2020-578

Year 2021 with regard to the following collective bargaining agreements: American Federation of State, County and Municipal Employees (AFSCME) Local 8 for Assistant County Attorney, Teamsters Local 320, International Union of Operating Engineers (IUOE) Local 49 and Local 70, Law Enforcement Labor Services (LELS) Locals 184, 349, 353 and 423

Sponsors: Human Resources

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-265

12. Salary and Benefit Changes for Non-Represented Classified and Unclassified <u>2020-567</u>

Employees for 2021

Sponsors: Human Resources

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-266

13. Agreement for Technical Assistance on Recycling and Solid Waste Issues 2020-581

Sponsors: Public Health

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-267

14. Agreement for Resource Management Services 2020-585

Sponsors: Public Health

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-268

15. Master Agreements for County Professional and Project Management Office <u>2020-529</u>

Consulting Services

Sponsors: Information and Public Records Administration

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-269

17. Youth Diversion Professional Services Agreements 2020-582

Sponsors: County Attorney's Office

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: <u>B2020-272</u>

County Medical Examiner Appointment and Agreement

2020-601

Sponsors: Safety and Justice and Medical Examiner

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: <u>B2020-273</u>

20.

21. Amendment 14 to the Agreement with Kimley Horn and Associates, Inc. for consultant services on the Twin Cities Army Ammunition Plant Redevelopment Project

Sponsors: Public Works

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-274

22. Environmental Testing and Consulting Services Master Contract

2020-560

Sponsors: Public Works

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: <u>B2020-275</u>

23. Certification of Property Assessed Clean Energy (PACE) Charges for Energy 2020-580 Improvements

Sponsors: Community & Economic Development

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-276

24. Issue Conduit Revenue Bonds for the Wilder Square Apartments Project 2020-586

Sponsors: Community & Economic Development

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: <u>B2020-277</u>

25. Amendments to Agreements with Best Western Como Park and Best Western 2020-609

Capitol Ridge in Response to COVID-19 Homelessness

Sponsors: Economic Growth and Community Investment

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-278

26. Agreement with Baker Tilly Municipal Advisors LLC for Financial Consultant <u>2020-613</u>

and Advisor Services

Sponsors: Finance

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-279

27. Appointments to the Corrections Advisory Board 2020-603

Sponsors: Community Corrections

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-280

28. Appointments to the Extension Committee

2020-604

Sponsors: Communications & Public Relations

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-281

29. Appointments to the Ramsey County Library Board 2020-605

Sponsors: Library

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-282

30. Cancellation of Board Meeting in First Quarter 2021

2020-608

Sponsors: Board of Commissioners

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: <u>B2020-283</u>

COUNTY CONNECTIONS

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

BOARD CHAIR UPDATE

Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

ADJOURNMENT

Chair Carter declared the meeting adjourned at 9:55 a.m.

CLOSED MEETING

Re: County Manager Ryan O'Connor's Performance Review

The closed meeting was called to order at 10:25 a.m. Present: Commissioners Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt. Also present was Ryan O'Connor, County Manager.

The closed meeting was adjourned at 12:28 p.m.



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

Item Number: 2020-629 **Meeting Date:** 1/5/2021

Sponsor: Board of Commissioners

Title

2021 Oath of Office

Recommendation

The Oath of Office will be administered by Chief Judge Leonardo Castro to:

- Commissioner Nicole Frethem
- Commissioner Mary Jo McGuire
- Commissioner Victoria Reinhardt

Background and Rationale

N/A

Attachments

1.None



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

Item Number: 2020-628			Meeting Date: 1/5/2021		
Sponsor: Board of Commiss	ioners				
Title Election of Officers for the Ye	ear 2021				
Recommendation Elect the following officers for • Election of the Chair • Election of the Vice-C	·				
Background and Rationale The Annual Organizational M officers of Chair and Vice-Cha Statutes Section 375.13.				ioners for election of officers. The Rule Charter and Minnesota	
County Goals (Check those	advanced by Action	on)			
☐ Well-being ☐	Prosperity	□Орр	ortunity		
	absence or inabilit			v Board presides at county board des at the meeting. This action has	
Community Participation Lo					
☑ Inform ☐ Co	onsult 🗆	Involve	☐ Collaborate	☐ Empower	
Fiscal Impact No fiscal impact with this action	on.				
County Manager Comments None	S				
Last Previous Action The County Board votes on the	ne election of offic	ers at the fi	rst meeting every	year.	
Attachments 1. None.					



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

Item Number: 2020-630 **Meeting Date:** 1/5/2021

Sponsor: Board of Commissioners

Title

Rules of Procedure for 2021

Recommendation

1. Adopt Rules of Procedure to govern the County Board.

2. This resolution supersedes all prior resolutions pertaining to procedures.

Background and Rationale

It has been the past practice of the Ramsey County Board of Commissioners to adopt its operating rules and procedures at the Board's Annual Organizational Meeting. The Ramsey County Home Rule Charter states that the County Board shall determine its own rules of procedure and order of business, but does not state a particular date or time by which they must be adopted.

RULES OF PROCEDURE

- 1. Except as hereinafter provided, Robert's Rules of Order shall apply to the procedures of the Board of Ramsey County Commissioners.
- 2. The Board of Ramsey County Commissioners, hereinafter called the Board, shall hold regular sessions upon the first four Tuesdays of each month at 9:00 a.m., except legal holidays, unless specially ordered otherwise by majority vote of the Board. All meetings, including committee meetings, will be televised, to the extent possible.
- 3. The Chair of the Board shall preside at all meetings and in his/her absence, the Vice-Chair shall preside. The Chair and Vice-Chair shall be selected by vote of the members of the Board at the first meeting in January of each year.
- 4. For the purpose of assisting the Board in carrying on its business, such committees shall be formed and shall be composed of such members as determined by resolution of the Board. Minutes of the committee meetings shall be kept, and shall become official upon approval by the committee. Minutes of a committee of the whole may be approved at the next regularly scheduled meeting of the appropriate standing committee, if no subsequent committee of the whole meeting has been scheduled.
- 5. Four members of the Board shall constitute a quorum for a Board meeting.
- 6. A majority of the appointed members of a standing committee shall constitute a quorum for committee meetings.
- Should any standing committee meet and be one or two members short, the Board Chair and/or Vice-Chair may be asked to fill in for the missing member(s).
- 8. The Chair of a standing committee may move an item to the Board, without recommendation, if the committee does not have a quorum.
- 9. All Commissioners present at Committee meetings can participate in discussion and vote on all items.
- 10. It shall be the duty of the County Manager or his/her designated agent to keep a correct journal of the proceedings of the Board, to cause committees and members of the Board and its officers to be informed of such duties as they may be charged with from time to time.
- 11. No issue shall be placed upon the agenda of business for any regularly held meeting of the Board

unless the same has been distributed to the offices of the Board members and other interested parties by noon Friday preceding the meeting of the Board. The County Manager may promulgate such procedures as necessary to carry out this rule.

- 12. When a County Board member is aware of an emergency agenda item the County Manager shall be notified immediately. The County Manager shall immediately consult with the County Attorney's Office and the Clerk to the Board and place the emergency agenda item on the appropriate standing committee and/or County Board meeting agenda as soon as legally possible.
- 13. The agenda of Committee and Board meetings shall be in the format prescribed by a majority of Commissioners either by motion or resolution.
- 14. When a question is put by the Chair, every member shall vote, except the Board, for special reasons, may excuse any member from voting upon statement of the reason.
- 15. Matters placed on the "Administrative" portions of the agenda shall be moved by the Board member who is slated to vote first on roll call votes for that meeting which shall be rotated alphabetically at each succeeding meeting.
- 16. The County Board shall use roll call voting when action is taken at County Board meetings to approve, deny, amend or lay over items on the Board's "Administrative" or "Policy" agendas. The County Board may use a voice vote for procedural motions at Board meetings, and for all actions at Committee meetings. The Board Chair shall vote last in all cases.
- 17. Administrative or consent matters requiring Board approval, as determined by the Chair, will be placed directly on the Board's agenda under an "Administrative" section of the Board agenda without prior committee action and will be discussed and voted on separately.
- 18. Draft, unapproved minutes of the Board meeting shall be prepared, kept, recorded and distributed to all Board Members and other interested parties by the County Manager or his/her designated agent not less than three working days preceding the next regularly scheduled meeting. These minutes shall become official upon Board approval and shall constitute the official public record.
- 19. The official public record of County Board meetings shall be available in the Office of the County Manager and shall be distributed to all city halls and public libraries throughout the County within one week of approval.
- 20. It shall be the responsibility of the sponsoring committee, staff, official or citizen to have an agenda matter prepared in the form to be acted on by the County Board and to have secured legal, fiscal, and administrative review as determined by the County Manager or his/her designated agent.
- 21. Special meetings of the County Board may be called by the Chair of the Board or by a majority of its members.
- 22. All meetings of the Board, including special meetings, shall be held at the County Seat, either in the Offices of the Board of County Commissioners, or in the Council Chambers on the third floor of the City Hall and Court House, or such location as may be designated by the Board by resolution, motion, or by the Chair.
- 23. No rule of the Board shall be suspended or amended without the concurrence of a majority of the Board.
- 24. All matters requiring Board approval must receive the concurrence of a majority of the Board.
- 25. Citizens who wish to be heard on matters of interest to the good and welfare of the County shall be heard at an appropriate time on the agenda.
- 26. The County Board may waive the first and second reading of a proposed ordinance if a copy of the proposed ordinance is supplied to each member of the County Board prior to its introduction and if the County Board passes a resolution waiving the full reading of the ordinance.
- 27. The County Board of Commissioners hereby waives the reading of Board Resolutions, unless a reading of a specific resolution is requested by the Chair.
- 28. The county clerk is responsible for the safe and orderly keeping of ordinances, resolutions and policies adopted by the board of commissioners. The clerk must maintain a current record of adopted ordinances, resolutions and Board policies.
- 29. The county clerk may make minor, non-substantive corrections to ordinances, resolutions and board policies, upon the written advice or recommendation of the county attorney or the county attorney's

designee without the necessity of further action of the board of commissioners. The county attorney or designee must confirm that the proposed changes do not alter the intent and meaning of the record being corrected. The corrections authorized by this provision include, but are not limited to:

- a. correction of grammatical, punctuation and spelling errors;
- b. correction of typographical errors;
- c. removal of duplicate pages;
- d. correction of incorrect references to federal, state and local laws and regulations, or other similar or technical sources;
- e. substitution of written words for figures or symbols and vice versa;
- f. corrections to legal descriptions of real property, as may be required to enable recording of record; provided that any change must be consistent with parcel sketches or other depictions provided to the board of commissioners at the time of board approval of the ordinance or resolution that is corrected.

The county clerk shall provide the board of commissioners with an annual written report describing all corrections made under this provision.

County Goals (Check those advanced by Action)							
☐ Well-being	☐ Prosperity	□ Орро	ortunity	□ Accountability			
Racial Equity Impact This action is strictly administrative and operational. Rules of Procedure guide how County Board meetings are conducted. This action has minimal impact on racial equity.							
Community Participation Level and Impact Informing the community of this action provides transparency in procedures of County Board meetings, which are strictly administrative and operational.							
☑ Inform	☐ Consult	□ Involve	☐ Collaborate	☐ Empower			
Fiscal Impact None.							
County Manager Comments The Ramsey County Board of Commissioners is required to determine and adopt its rules of procedure.							
Last Previous Action The Rules of Procedure are adopted every year.							
Attachments 1.None.							



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

Item Number: 2020-631 **Meeting Date:** 1/5/2021

Sponsor: Board of Commissioners

Title

Appointments to Standing Committees for 2021

Recommendation

Approve appointments to various standing committees for the year 2021.

Background and Rationale

The Annual Organizational Meeting is the time established to approve appointment of commissioners to standing committees. The appointments to standing committees for 2021 are as follows:

AUDIT

- MatasCastillo, Chair
- McDonough, Vice Chair
- Carter

BUDGET

- Reinhardt, Chair
- MatasCastillo, Vice-Chair
- Carter
- Frethem
- McDonough
- McGuire
- Ortega

LEGISLATIVE

- McGuire, Chair
- MatasCastillo, Vice-Chair
- Carter
- Frethem
- McDonough
- Ortega
- Reinhardt

HEALTH AND WELLNESS SERVICE TEAM COMMITTEE OF THE WHOLE

- Frethem, Chair
- Carter, Vice Chair
- MatasCastillo
- McDonough
- McGuire

Item Number: 2020-	631		Meeting Date: 1/5/2021
OrtegaReinhardt			
ECONOMIC GROWTH	nair	NVESTMENT SERVICE TI	EAM COMMITTEE OF THE WHOLE
INFORMATION AND F		ERVICE TEAM COMMITTE	EE OF THE WHOLE
SAFETY AND JUSTIC Ortega, Chair Frethem, Vice C Carter MatasCastillo McDonough McGuire Reinhardt		DMMITTEE OF THE WHOI	LE
STRATEGIC TEAM CO		/HOLE	
County Goals (Check	those advanced by Ac	ction)	
☐ Well-being	☐ Prosperity	☐ Opportunity	☑ Accountability
			ninistrative organizational action. The

Item Number: 20	20-631	Meeting Date: 1/5/2021			
of the County's sta	nding committees.				
	ipation Level and I munity of this action		arency about appoi	ntments and is strictly	
☑ Inform	☐ Consult	☐ Involve	☐ Collaborate	☐ Empower	
Fiscal Impact None.					
County Manager C The Ramsey Cour of the year.		ssioners is requi	red to make these a	appointments at the first meeting	
Last Previous Act These appointment	ion s are made every y	ear.			
Attachments 1. None.					



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

Item Number: 2020-632 **Meeting Date:** 1/5/2021

Sponsor: Board of Commissioners

Title

Appointments to Outside Boards and Committees for 2021

Recommendation

Approve appointments of commissioners to various outside boards, committees and commissions for the year 2021 as listed in the background.

Background and Rationale

The Annual Organizational Meeting is the time established to approve appointment of commissioners to various outside boards, committees and commissions. The appointments to outside boards, committees and commissions for 2021 are as follows:

ACTIVE LIVING RAMSEY COMMUNITIES

McGuire

ASSOCIATION OF MINNESOTA COUNTIES (AMC) - BOARD APPOINTED

- AMC Board of Directors: McDonough (representative), Reinhardt (alternate)
- AMC District X Committee: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt

BOARD/BENCH COMMITTEE

- McDonough
- Ortega
- Reinhardt

COMMUNITY ACTION PARTNERSHIP (Terms to begin March 2021)

- Frethem
- MatasCastillo
- McDonough, alternate
- McGuire, alternate

COUNTY-COURT JOINT COMMITTEE

- McDonough
- Ortega
- Reinhardt

COURT HOUSE/CITY HALL COMMITTEE

- McDonough
- McGuire
- Ortega

CRIMINAL JUSTICE COORDINATING COMMITTEE

- Carter
- McDonough, alternate

GENERATION NEXT

Frethem

GOLD LINE JOINT POWERS BOARD

- McDonough
- Reinhardt, alternate

GREATER MSP REGIONAL PARTNERSHIP

Carter

HEADING HOME RAMSEY - CONTINUUM OF CARE

McDonough

ITASCA Project

- McDonough
- · Carter, alternate

JOINT PROPERTY TAX ADVISORY COMMITTEE

- Frethem
- MatasCastillo
- Reinhardt

JUVENILE DETENTION ALTERNATIVES INITIATIVE

- · Carter, Co-Chair
- McGuire
- · Frethem, alternate

LAW LIBRARY TRUSTEE

- McGuire
- McDonough, alternate

METROPOLITAN ALLIANCE FOR HEALTHY FAMILIES HOME VISITING

Frethem

METROPOLITAN CONSERVATION DISTRICTS JOINT POWERS BOARD

- Frethem
- McDonough, alternate

METROPOLITAN EMERGENCY SERVICES BOARD (MESB)

- MatasCastillo (2 votes)
- McDonough (2 votes)
- Frethem, alternate

METRO GIS POLICY BOARD

- Reinhardt
- McDonough, alternate

METROPOLITAN LIBRARY SERVICES AGENCY (MELSA) BOARD OF TRUSTEES

McGuire

METROPOLITAN MOSQUITO CONTROL DISTRICT BOARD

- McDonough
- McGuire
- Ortega

METROPOLITAN TRANSPORTATION ADVISORY BOARD

- McGuire
- MatasCastillo, alternate

MINNESOTA LANDMARKS BOARD

- Ortega
- Reinhardt

MINNESOTA WORKFORCE COUNCIL ASSOCIATION

McDonough

PARTNERSHIP ON WASTE AND ENERGY

Reinhardt

PRITZKER EARLY CHILDHOOD INITIATIVE

- McGuire (Chair)
- Frethem

RAMSEY COUNTY CHILDREN'S MENTAL HEALTH COLLABORATIVE

McDonough

RAMSEY COUNTY DISPATCH/800 MHz SUBSYSTEM POLICY COMMITTEE

- McDonough
- Ortega

RAMSEY COUNTY EXTENSION COMMITTEE

- Frethem
- McGuire
- Reinhardt

RAMSEY COUNTY LEAGUE OF LOCAL GOVERNMENTS

- McGuire
- MatasCastillo, alternate

RAMSEY COUNTY LIBRARY BOARD OF TRUSTEES LIAISON

- Reinhardt
- McGuire, Alternate

RECYCLING & ENERGY BOARD

- Frethem
- MatasCastillo

- McGuire
- Ortega
- Reinhardt
- McDonough, alternate

REGIONAL HAULERS LICENSING BOARD

- Reinhardt
- McGuire, alternate

REGIONS HOSPITAL BOARD

McDonough

RE-THINKING I-94 COMMITTEE

- Ortega
- McDonough, alternate

SAINT PAUL CHILDREN'S COLLABORATIVE

- Carter
- McGuire

SAINT PAUL DOWNTOWN ALLIANCE

Carter

SAINT PAUL PROMISE NEIGHBORHOOD

- MatasCastillo
- Carter, alternate

STATE COMMUNITY HEALTH SERVICES ADVISORY COMMITTEE

- McDonough
- MatasCastillo, alternate

STATEWIDE RADIO BOARD

McDonough

SUBURBAN RAMSEY FAMILY COLLABORATIVE JOINT POWERS BOARD

- McGuire, Chair
- · Frethem, alternate

TCAAP JOINT DEVELOPMENT AUTHORITY

- Ortega
- Reinhardt
- McDonough, alternate

WORKFORCE INNOVATION BOARD

- McDonough
- Carter, alternate

In addition to the formal appointments made by the Ramsey County Board of Commissioners, Ramsey County Commissioners actively participate on other boards, committees, associations and commissions, including participation in the Association of Minnesota Counties (AMC) and the National Association of Counties (NACo)

Item Number: 202	0-632			Meeting Date: 1/5/2021
as follows:				
EnvironmentGeneral GoveHealth & HunPublic SafetyTransportation	•	o), McGuire (2 nd Voes Policy Comminentitee: McDonou Committee: Cart McGuire Policy Committee:	ttee: Reinhardt ugh er, MatasCastillo Ortega	cDonough, Reinhardt (alternate) tillo, McDonough
 Board of Dire Community, I Environment, Health Steeri Healthy Cour Human Servi IT Committee Justice & Put Large Urban Reinhardt Large Urban McGuire, Ort Programs and Resilient Coul Transportation 	e Commission: Cartectors: Carter (AMC) Economic & Workford, Energy & Land Using Committee: Materials Initiative Advistoes & Education Street Reinhardt County Caucus (LUC)	ter, Frethem, McG) broce Development e Steering Comm asCastillo ory Board: McGui eering Committee ee: McGuire JCC): Carter, Fret JCC) Steering Co tee: McGuire (Victord: Reinhardt (Victord)	Steering Committee: Reinhardt re (Vice Chair), Committee: Carter (Vice Chair) hem, MatasCastill mmittee: Carter, Note Chair) e Chair) e Chair)	air) lo, McDonough, McGuire, Ortega, MatasCastillo, McDonough,
County Goals (Che	ck those advanced	by Action)		
☑ Well-being	☑ Prosperity	⊠ Орг	oortunity	□ Accountability
boards and committe	side boards and cor ees represent forma ommunity. County C	ıl entities, partners Commissioners wi	ships and initiative	e organizational action. These es that often respond to issues of es to advance racial equity through
County Commission	unity of this action pers participate. The consult and collab	provides transpare appointments will porate with commu	I provide opportur unity in supporting	and committees in which the nities for the County Commissioner and responding to issues ees.
☑ Inform	☐ Consult	☐ Involve	☐ Collaborate	☐ Empower
Fiscal Impact				

None.

County Manager Comments

The Ramsey County Board of Commissioners is required to make these appointments at the first meeting of the year.

Last Previous Action

These appointments are made every year.

Attachments

1. None.



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

Item Number: 202	20-634			Meeting Date: 1/5/2021
Sponsor: Board of 0	Commissioners			
Title Appointment of Mem	bers to the Ramse	y County Housing	յ and Redevelopm	ent Authority for 2021
Recommendation Approve the appoint year 2021.	ment of members t	o the Ramsey Co	unty Housing and	Redevelopment Authority for the
Background and Ra The Ramsey Count County Housing and	y Board of Commi		ntity that makes a	ppointments to the Ramsey
The appointments for	or 2021 are as foll	ows:		
CommissioneCommissioneCommissioneCommissione	er Toni Carter er Nicole Frethem er Trista MatasCas er Jim McDonough er Mary Jo McGuire er Rafael Ortega er Victoria Reinhard)		
County Goals (Che	ck those advanced	by Action)		
☐ Well-being	☐ Prosperity	/ □ Op	portunity	☑ Accountability
administrative funct	ssioners are appo ion. The work of th	ne Housing and F	Redevelopment Au	Redevelopment Authority as an uthority, in partnership with other nt initiatives that support racial
strictly administrativ	nunity of this action re and operational e County Commiss	n provides transp . The work of the sioners to consult	Housing and Red	appointment process, which is development Authority provides with the community in supporting
☑ Inform	☐ Consult	☐ Involve	☐ Collaborate	☐ Empower
Fiscal Impact				

None.

County Manager Comments

The Ramsey County Board of Commissioners is required to make these appointments at the first meeting of the year.

Last Previous Action

These appointments are made every year.

Attachments

1.None



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

Item Number: 2020-635	Meeting Date: 1/5/2021
Sponsor: Board of Commissioners	
Title Appointment of Members to the Ramsey County F	egional Railroad Authority for 2021
Recommendation Approve the appointment of members to the Rame	sey County Regional Railroad Authority for the year 2021.
Background and Rationale The Ramsey County Board of Commissioners is County Regional Railroad Authority.	the entity that makes appointments to the Ramsey
The appointments for 2021 are as follows:	
 Commissioner Toni Carter Commissioner Nicole Frethem Commissioner Trista MatasCastillo Commissioner Jim McDonough Commissioner Mary Jo McGuire Commissioner Rafael Ortega Commissioner Victoria Reinhardt 	
County Goals (Check those advanced by Action)	
☐ Well-being ☐ Prosperity	☐ Opportunity
•	ally to the Regional Railroad Authority as an I Railroad Authority, in partnership with other entities, asportation that increase access and racial equity.
strictly administrative and operational. The work	ransparency about the appointment process, which is of the Regional Railroad Authority provides opportunities llaborate with the community in supporting initiatives that
☑ Inform ☐ Consult ☐ Inv	olve □ Collaborate □ Empower
Fiscal Impact None.	

County Manager Comments

The Ramsey County Board of Commissioners is required to make these appointments at the first meeting of the year.

Last Previous Action

These appointments are made every year.

Attachments

1.None



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

Item Number: 2020-636 **Meeting Date:** 1/5/2021

Sponsor: County Manager's Office

Title

Contracts with Press Publications, Inc. and Northwest Publications LLC dba St. Paul Pioneer Press for 2021 Newspaper Publications

Recommendation

- 1. Award a contract to Press Publications, Inc., 4779 Bloom Avenue, White Bear Lake, MN 55110, as the designated Official Newspaper for the following Ramsey County publications:
 - Official proceedings of the Board of Ramsey County Commissioners and all notices for the year 2021 in the Vadnais Heights Press at a cost of \$4.97 per column inch for the first insertion, and \$4.97 for subsequent insertions.
 - 2020 Financial Statement in the White Bear Press as the other newspaper of general circulation located in a different municipality in the County than the Official Newspaper, at a cost of \$12.52 per column inch and \$12.52 per column inch for subsequent insertions.
 - List of Real Estate Taxes Remaining Delinquent on the first day of January 2021, in the Vadnais
 Heights Press at a cost of \$5.09 per column inch for the first insertion, and \$5.09 per column inch for
 subsequent insertions.
 - Notice of Expiration of Redemption in the Vadnais Heights Press at a cost of \$4.21 per column inch for the first insertion, and \$4.21 per column inch for subsequent insertions.
- 2. Authorize the Chair and the Chief Clerk to execute the contract with Press Publications, Inc.
- 3. Award a contract to Northwest Publications, LLC, dba St. Paul Pioneer Press, PO Box 64831, Saint Paul, MN 55164, as the designated Official Newspaper for publication of Ramsey County's 2020 Financial Statement in the Pioneer Press at a cost of \$6.30 per column inch and \$6.30 per column inch for subsequent insertions.
- 4. Authorize the Chair and Chief Clerk to execute the contract with Northwest Publications LLC dba St. Paul Pioneer Press.

Background and Rationale

Annually, a competitive solicitation is released for official publication services required of Ramsey County for the subsequent year. Minnesota Statutes require various official publications of Ramsey County and define the requirements of official newspapers as indicated below:

Minnesota State Statutes Chapter 395 of the 1990 Legislature, which amends Minnesota Statute §331.A.02, Subd 1. Requirements for a Qualified Newspaper, and Minnesota Statute §331A.04 require the following:

- publication of a political subdivision's pubic notices, including the official proceedings of the county board, in a qualified newspaper of general circulation in the county with its "known office of issue" within the political subdivision.
- the publisher must also do its typographic, composition, and presswork in Ramsey County.
- awarding of the contract is to be made at the county board's first regular session each year.

Minnesota Statute §375.17 requires Ramsey County's 2020 Financial Statement is to be published in the newspaper designated by the County Board as the Official Newspaper for such publication, and in a

newspaper of general circulation located in a different municipality in the County than the Official Newspaper.

Minnesota Statute §§279.09-279.10 and 279.13 as amended requires publication in the newspaper designated annually by the County Board the List of Real Estate Taxes Remaining Delinquent on the first day of January.

Minnesota Statute §281.23 as amended requires publication of the Notice of Expiration of Redemption for the County of Ramsey.

For the year 2021, two proposals were received in response to the Request for Bids. The awards are required to be given to the lowest responsive and responsible bidder. New this year is a split in the awards being given to the two proposers, based on the lowest bid per publication type included in the solicitation:

Press Publications, Inc. 4779 Bloom Avenue, White Bear Lake, MN 55110, bid according to specifications contained within the Request for Bids document, including payment of prevailing wages when doing the County's work under the resulting agreement, and will provide the following Ramsey County publications to be published in the Vadnais Heights Press, designated as the Official Newspaper for:

- Official proceedings and other public notices \$4.99 per column inch, and \$4.99 per column inch for subsequent insertions.
- 2020 Financial Statement in a newspaper located in a different municipality \$12.81 per column inch and \$12.81 per column inch for subsequent insertions.
- List of Real Estate Taxes Remaining Delinquent \$5.10 per column inch for the first insertion, and \$5.10 for subsequent insertions.
- Notice of Expiration of Redemption \$4.21 per column inch for the first insertion, and \$4.21 per column inch for subsequent insertions.

Northwest Publications, LLC, dba St. Paul Pioneer Press, PO Box 64831, Saint Paul, MN 55164, bid according to specifications contained within the Request for Bids document, including payment of prevailing wages when doing the County's work under the resulting agreement and will provide the following Ramsey County publication to be published in the St. Paul Pioneer Press, designated as the Official Newspaper for:

• 2020 Financial Statement - \$6.30 per column inch and \$6.30 per column inch for subsequent insertions.

County Goals (Check	those advanced by A	ction)		
□ Well-being	☐ Prosperity	☐ Opportunity	□ Accountability	

Racial Equity Impact

Designation of an official newspaper to publish the official notices including the proceedings of the County Board, the County's Financial Statements, and the List of Real Estate Taxes Remaining Delinquent is an annual organizational action. The decision is based on a competitive solicitation process and procurement policies requiring the award to go to the lowest responsible bidder. The decision has minimal direct impact on addressing racial equity.

Community Participation Level and Impact

Informing the community of this action provides transparency in the selection process, which is determined based on a competitive solicitation and procurement policies. The Official Newspaper provides transparency and information to the community, in the form of minutes and hearing notices, about the proceedings of the County Board initiatives that are important to the community.

Item Number: 2020-636				Meeting Date: 1/5/2021	
☑ Inform	☐ Consult	☐ Involve	☐ Collaborate	☐ Empower	
Fiscal Impact					

Funds are available in the 2021 supplemental budget.

County Manager Comments

Minnesota Statutes state that the contracts for publication of the Board's official proceedings, the financial statement and the list of real estate taxes remaining delinquent shall be set annually at the first regular session of the board in January of each year.

Last Previous Action

On January 7, 2020, the County Board awarded a contract to Press Publication for publication of public notices, including board proceedings for Ramsey County in the amount of \$4.99 per column inch for the first insertion, and \$4.99 for subsequent insertions (Resolution B2020-008).

On January 7, 2020, the County Board awarded a contract to Press Publication for publication of the 2020 Financial Statement in the Vadnais Heights Press as the designated Official Newspaper (in the amount of \$12.81 per column inch and \$12.81 per column inch for subsequent insertions Resolution B2020-009).

On January 7, 2020, the County Board awarded a contract to Press Publication for publication of the 2020 Financial Statement in the White Bear Press as the other newspaper of general circulation located in a different municipality in the county than the Official Newspaper, at a cost of \$11.76 per column inch and \$11.76 per column inch for subsequent insertions (Resolution B2020-010).

On January 7, 2020, the County Board awarded a contract to Press Publication for publication in the Vadnais Heights Press as the designated official newspaper of the List of Real Estate Taxes Remaining Delinquent at a cost of \$5.10 per column inch for the first insertion, and \$5.10 per column inch for subsequent insertions (Resolution B2020-011).

Attachments

- 1. Solicitation Tabulation
- 2. Notice of Intent to Award Press Publications
- 3. Ramsev County Procurement Contract Press Publications
- 4. Ramsey County General Contract/Agreement Terms and Conditions Press Publications
- 5. Notice of Intent to Award Pioneer Press
- 6. Ramsey County Procurement Contract Pioneer Press
- 7. Ramsey County General Contract/Agreement Terms and Conditions Pioneer Press

SOLICITATION TABULATION		
RFB COMGR0000002960		
12/3/2020		
	Press Pub	Pioneer Press
Price	Group A: \$14.91	Group A: \$18.90
	Group B: \$25.58	Group B: \$12.60
	Group C: \$25.04	Group C: \$12.60
	Group D: \$10.18	Group D: \$12.60
	Group E: \$8.42	Group E: \$12.60
Required Solicitation Content		
Solicitation Response Form	X	X
Contractor Information and Reference Form	X	Х
Attachment A	X	X
Statement of compliance	X	Х
Responsiveness		
Responsive	X	Х
Non-Responsive		

Issued Date: 12/9/2020

Notice of Intent to Award Letter

Press Publications 4779 Bloom Ave. White Bear Lake, MN 55110

Attention: Lisa Graber

We are pleased to notify you that Ramsey County intends to award a contract for 2021 Official Proceeding Notifications – Group A, C, D, and E contingent upon:

Receipt and acceptance of the required documentation identified below. County Board Approval

This is not an order or contract. Services may not begin until a contract has been fully signed by all parties.

Before a contract can be awarded, you must complete the documents requested below and return them to us within (ten) 10 business days. If, within ten (10) days from the date of this Notice of Intent to Award, you fail to submit the required documentation in proper form, solicitation securities shall be forfeited (if applicable) and retained by the County. No plea of mistake in the solicitation or misunderstanding of the conditions of forfeiture shall be available to you for recovery or as a defense to any action.

Upon receipt and verification of the required documentation, either a Purchase Order ("PO") or Procurement Contract ("CC") for Supplies, Equipment, Materials and/or Labor Services with applicable Terms and Conditions will be issued (your electronic approval is not required).

Any and all communications regarding the final contract award should be directed to the person below.

All Contractors shall be properly registered with the State of Minnesota prior to contract award. Contractors whose main office is not in the State of Minnesota must register with the State of Minnesota as a Foreign vendor.

Required documentation:

- The attached W9 Form. Federal I.D. Number.
- Insurance with coverage equal to or exceeding the stated limits:

Please give a copy of this letter and attached requirements to the agent. We will accept their standard Accord form.

Commercial General Liability Limit: \$500,000/\$1,500,000/\$2,000,000

Auto (owned, hired, and non-owned) Limit: \$1,000,000

Workers Compensation/Employers Liability Limit: \$500,000/\$500,000/\$500,000

Products/Completed Operations Limit: \$2,000,000
Personal Injury and Advertising Liability Limit: \$1,500,000

REQUIRED Additional Insured Language: The Contractor is required to add "Ramsey County, its officials, employees, volunteers and agents are Additional Insured to the Contractor's Commercial General Liability 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" to the certificate of insurance.

NOTE: In order to ensure efficient processing, **the Contractor's name and address shall match** on all submitted documentation. If that is not possible, or should you be unable to complete all documents within ten (10) business days, please immediately contact the Procurement Specialist by telephone or email indicating the date the papers will be returned and the reason for the delay.

Sincerely,

Andrew Greenlee Procurement Specialist 651-266-8069

Ramsey County representatives recommending this award acknowledge that by sending this Notice of Intent to Award, all Ramsey County solicitation policies and procedures were followed in the selection of this Contractor.

RAMSEY COUNTY PROCUREMENT CONTRACT

County Manager County Mgr's Office Room 250 15 West Kellogg Blvd. St Paul MN 55102 USA

> Supplier 0000016461 PRESS PUBLICATIONS INC. 4779 BLOOM AVE WHITE BEAR LK MN 55110 USA

	Open Dispatch via Print				
ſ	Contract ID		•	Page	
	RC-000378			1 of 3	
ſ	Contract Dates	Currency	Rate Type	Rate Date	
	01/05/2021 to 01/04/2022	USD	CRRNT	PO Date	
ſ	Description:		Contract Max	imum	
	2021 Legal Notices		999,999,999	0.00	

Tax Exempt? N

Tax Exempt ID:

Contract Lines:

00.	itract Lines.			Minimum	Order	Maximum	/ Open
Line	e # Supplier Item	Item Desc	UOM	Qty	Amt	Qty	Amt
1		Publication of Board Notices, Proceedings First Insertion per Column Inch	UNT	1.00	0.00	0.00	0.00
	Contract Base Pricing	4.97000	UNT		000001		
2		PUBLICATION OF BOARD NOTICES, PROCEEDINGS SUBSEQUENT INSER COLUMN INCH	UNT	1.00	0.00	0.00	0.00
	Contract Base Pricing	4.97000	UNT		000001		
3		Publication of RC Financial Statements in Other Municipality First Insertion Per Column Inch	UNT	1.00	0.00	0.00	0.00
	Contract Base Pricing	12.52000	UNT		000001		
4		PUBLICATION OF RC FINANCIAL STATEMENTS IN OTHER MUNICIPALITY SUBSEQUENT INSER PER COLUMN INCH	UNT	1.00	0.00	0.00	0.00
	Contract Base Pricing	12.52000	UNT		000001		

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

Unauthorized

RAMSEY COUNTY PROCUREMENT CONTRACT

County Manager County Mgr's Office Room 250 15 West Kellogg Blvd. St Paul MN 55102 USA

> Supplier 0000016461 PRESS PUBLICATIONS INC. 4779 BLOOM AVE WHITE BEAR LK MN 55110 USA

Open	Dispatch via Print				
Contract ID		Page			
RC-000378			2 of 3		
Contract Dates	Currency	Rate Type	Rate Date		
01/05/2021 to 01/04/2022	USD	CRRNT	PO Date		
Description:	Contract Maximum				
2021 Legal Notices	1 Legal Notices 999,999,999.00				

Tax Exempt? N Tax Exempt ID:										
5		Publication of Delinquent Real Estate Taxes First Insertion Per Column Inch	UNT	1.00	0.00	0.00	0.00			
	Contract Base Pricing	5.09000	UNT		000001					
6		DELINQUENT REAL ESTATE TAXES SUBSEQUENT INSER COLUMN INCH	EA	1.00	0.00	0.00	0.00			
	Contract Base Pricing	5.09000	EA		000001					
7		PUBLICATION OF NOTICE EXPIRATION OF REDEMPTION FIRST INSERTION PER COLUMN INCH	UNT	1.00	0.00	0.00	0.00			
	Contract Base Pricing	4.21000	UNT		000001					
8		PUBLICATION OF NOTICE EXPIRATION OF REDEMPTION SUSEQUENT INSERTION PER COLUMN INCH	UNT	1.00	0.00	0.00	0.00			

PROVIDE LEGAL PUBLICATION SERVICES TO RAMSEY COUNTY AS REQUIRED PER THE SPECIFICATIONS IN THE RFB ENTITLED COMGR2960 2021 OFFICIAL PROCEEDINGS NOTIFICATIONS AND CONTRACTOR SOLICITATION RESPONSE DATED 11/25/2020. RATES ARE LISTED IN ATTACHMENT A - PRICING WORKSHEET, WHICH IS ATTACHED AND MADE A PART OF THIS AGREEMENT

PERIOD OF PERFORMANCE:

Contract Base Pricing

ORIGINAL TERM: 01/5/2021 through 1/4/2022

CONTRACTOR CONTACT: LISA GRABER CONTRACTOR PHONE#: 651-407-1205 CONTRACTOR EMAIL: AR@PRESSPUBS.COM

COUNTY CONTACT: Janet Guthrie COUNTY PHONE#: 651-266-8014

COUNTY EMAIL: Janet.Guthrie@CO.RAMSEY.MN.US

REQ# COMGR2960

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

4.21000

Unauthorized

000001

RAMSEY COUNTY PROCUREMENT CONTRACT

County Manager County Mgr's Office Room 250 15 West Kellogg Blvd. St Paul MN 55102 USA

> 0000016461 Supplier PRESS PUBLICATIONS INC. 4779 BLOOM AVE WHITE BEAR LK MN 55110 USA

Open	Dispatch via Print				
Contract ID		•	Page		
RC-000378		3 of 3			
Contract Dates	Currency	Rate Type	Rate Date		
01/05/2021 to 01/04/2022	USD	CRRNT	PO Date		
Description:	Contract Maximum				
2021 Legal Notices		999,999,999.00			

Tax Exempt? N

Tax Exempt ID:

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

Contract Categories:

Line # Category Desc **Maximum Amount**

1 Unclassed

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

Unauthorized



General Contract/Agreement Terms and Conditions

1. General Contract/Agreement Terms and Conditions

1.1. Payment

1.1.1.

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

1.1.2.

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

1.1.3.

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

1.1.4.

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

1.2. Application for Payments

1.2.1.

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

1.2.2.

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

1.2.3.

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.

1.2.4.

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.

1.2.5.

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

1.2.6.

000378

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.

1.3. 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.

1.4. Successors, Subcontracting and Assignment

1.4.1.

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.

1.4.2.

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.

1.4.3.

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.

1.5. Compliance With Legal Requirements

1.5.1.

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.

1.5.2.

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.

1.6. Data Practices

1.6.1.

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.

1.6.2.

The Contractor designates Lisa Graber 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.

1.6.3.

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.

1.7. Security

1.7.1.

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.

1.7.2.

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.

1.7.3.

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.

1.7.4.

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.

1.7.5.

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

1.8. 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.

1.9. Contractor's Insurance

1.9.1.

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.

1.9.2.

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.

1.9.3.

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.

1.9.3.1.

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.

1.9.3.2.

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.

1.9.4.

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

1.9.5.

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

1.9.6.

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.

1.9.7.

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.

1.9.8.

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.

1.9.9.

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-.

1.9.10.

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.

1.9.11.

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.

1.9.12.

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

1.10. 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.

1.11. 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:

Janet Guthrie, 250 Courthouse, 15 West Kellogg Blvd., Saint Paul, MN 55102

Contractor:

Lisa Graber, 4774 Bloom Avenue, White Bear Lake, MN 55110

1.12. 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.

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

1.18. Termination

1.18.1.

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.

1.18.2.

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.

1.18.3.

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.

1.19. Interpretation of Agreement; Venue

1.19.1.

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.

1.19.2.

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.

1.20. Protection of Persons and Property

1.20.1.

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

1.20.2.

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

1.21. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

1.22. Infringement

1.22.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

1.22.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinment 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.

1.23. Title - Risk of Loss

1.23.1.

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

1.23.2.

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

1.24. Submittals

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

1.25. Ramsey County Master Contract

The resulting contract will be a Ramsey County Master Contract available to all Ramsey County departments.

1.26. 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.

1.27. Contract Provisions for Non-Federal Entity Contracts Under Federal Award

1.27.1.

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.

1.27.2.

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.

1.27.3.

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.

1.27.4.

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.

1.27.5.

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.

1.27.6.

Davis--Bacon Act, as amended (40 U.S.C. 3141--3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities shall include a provision for compliance with the Davis--Bacon Act (40 U.S.C. 3141--3144, and 3146--3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The non--Federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

1.27.7.

The non--Federal entity shall report all suspected or reported violations to the Federal awarding agency. The contracts shall also include a provision for compliance with the **Copeland "Anti--Kickback" Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non--Federal entity shall report all suspected or reported violations to the Federal awarding agency.

1.27.8.

Clean Air Act (42 U.S.C. 7401--7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251--1387), as amended--Contracts and subcontracts of amounts in excess of \$150,000 shall contain a provision that requires the non--Federal Contractor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401--7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251--1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

1.27.9.

000378

Energy Conservation. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issues in compliance with the Energy Policy and Conservation Act (42 U.S.C.6201).

1.27.10.

(e) Contract Work Hours and Safety Standards Act (40U.S.C.3701-3708). Where applicable, all contracts awarded by the non-Federal entity *in excess of \$100,000 that involve the employment of mechanics or laborers* must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

1.27.11.

(c) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60--1.3 shall include the equal opportunity clause Page 11 of 12 (Rev. 01/12/2016) provided under 41 CFR 60--1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964--1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1.28. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 <u>Ramsey County Debarment Ordinance</u> that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

1.29. 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 or call 651-266-6042.

1.30. 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.

1.31. 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.

Issued Date: 12/9/2020

Notice of Intent to Award Letter

St. Paul Pioneer Press 10 River Park Plaza #700 St. Paul, MN 55107

Attention: Emily Kunz

We are pleased to notify you that Ramsey County intends to award a contract for 2021 Official Proceeding Notifications – Group B contingent upon:

Receipt and acceptance of the required documentation identified below. County Board Approval

This is not an order or contract. Services may not begin until a contract has been fully signed by all parties.

Before a contract can be awarded, you must complete the documents requested below and return them to us within (ten) 10 business days. If, within ten (10) days from the date of this Notice of Intent to Award, you fail to submit the required documentation in proper form, solicitation securities shall be forfeited (if applicable) and retained by the County. No plea of mistake in the solicitation or misunderstanding of the conditions of forfeiture shall be available to you for recovery or as a defense to any action.

Upon receipt and verification of the required documentation, either a Purchase Order ("PO") or Procurement Contract ("CC") for Supplies, Equipment, Materials and/or Labor Services with applicable Terms and Conditions will be issued (your electronic approval is not required).

Any and all communications regarding the final contract award should be directed to the person below.

All Contractors shall be properly registered with the State of Minnesota prior to contract award. Contractors whose main office is not in the State of Minnesota must register with the State of Minnesota as a Foreign vendor.

Required documentation:

- The attached W9 Form. Federal I.D. Number.
- Insurance with coverage equal to or exceeding the stated limits:

Please give a copy of this letter and attached requirements to the agent. We will accept their standard Accord form.

Commercial General Liability Limit: \$500,000/\$1,500,000/\$2,000,000

Auto (owned, hired, and non-owned) Limit: \$1,000,000

Workers Compensation/Employers Liability Limit: \$500,000/\$500,000/\$500,000

Products/Completed Operations Limit: \$2,000,000
Personal Injury and Advertising Liability Limit: \$1,500,000

REQUIRED Additional Insured Language: The Contractor is required to add "Ramsey County, its officials, employees, volunteers and agents are Additional Insured to the Contractor's Commercial General Liability 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" to the certificate of insurance.

NOTE: In order to ensure efficient processing, **the Contractor's name and address shall match** on all submitted documentation. If that is not possible, or should you be unable to complete all documents within ten (10) business days, please immediately contact the Procurement Specialist by telephone or email indicating the date the papers will be returned and the reason for the delay.

Sincerely,

Andrew Greenlee Procurement Specialist 651-266-8069

Ramsey County representatives recommending this award acknowledge that by sending this Notice of Intent to Award, all Ramsey County solicitation policies and procedures were followed in the selection of this Contractor.

RAMSEY COUNTY PROCUREMENT CONTRACT

County Manager County Mgr's Office Room 250 15 West Kellogg Blvd. St Paul MN 55102 USA

> Supplier 0000195170 NORTHWEST PUBLICATIONS LLC DBA ST PAUL PIONEER PRESS PO BOX 64831 ST PAUL MN 55164-0831 USA

Open	Dispatch via Print				
Contract ID		Page 1 of 1			
RC-000379					
Contract Dates	Currency	Rate Type	Rate Date		
01/05/2021 to 01/04/2022	USD	CRRNT	PO Date		
Description:	Contract Maximum				
2021 Legal Notices		999,999,999.00			

Tax Exempt? N

Tax Exempt ID:

Contract Lines:

			Minimum Order			Maximum / Open	
Line	# Supplier Item	Item Desc	UOM	Qty	Amt	Qty	Amt
1		Publication of RC Financial Statements in "Official Newspap First Insertion Per Column Inch	UNT	1.00	0.00	0.00	0.00
	Contract Base Pricing	6.30000	UNT		PPLUS		
2		PUBLICATION OF RC FINANCIAL STATEMENTS IN "OFFICIAL NEWSPAP SUBSEQUENT INSERTION PER COLUMN INCH	UNT	1.00	0.00	0.00	0.00
	Contract Base Pricing	6.30000	UNT		PPLUS		

PROVIDE LEGAL PUBLICATION SERVICES TO RAMSEY COUNTY AS REQUIRED PER THE SPECIFICATIONS IN THE RFB ENTITLED COMGR2960 2021 OFFICIAL PROCEEDINGS NOTIFICATIONS AND CONTRACTOR SOLICITATION RESPONSE DATED 12/2/2020.

RATES: PUBLICATION OF THE FINANCIAL STATEMENT OF RAMSEY COUNTY FOR THE YEAR 2020 FIRST INSERTION: \$6.30 PER COLUMN INCH SUBSEQUENT INSERTIONS: \$6.30 PER COLUMN INCH

PERIOD OF PERFORMANCE:

ORIGINAL TERM: 01/05/2020 through 1/04/2020

CONTRACTOR CONTACT: Emily Kunz CONTRACTOR PHONE#: 651-228-5328

CONTRACTOR EMAIL: ekunz@pioneerpress.com

COUNTY CONTACT: Janet Guthrie COUNTY PHONE#: 651-266-8014

COUNTY EMAIL: Janet.Guthrie@CO.RAMSEY.MN.US

REQ# COMGR2960

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

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

Unauthorized



General Contract/Agreement Terms and Conditions

1. General Contract/Agreement Terms and Conditions

1.1. Payment

1.1.1.

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

1.1.2.

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

1.1.3.

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

1.1.4.

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

1.2. Application for Payments

1.2.1.

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

1.2.2.

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

1.2.3.

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.

1.2.4.

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.

1.2.5.

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

1.2.6.

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.

1.3. 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.

1.4. Successors, Subcontracting and Assignment

1.4.1.

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.

1.4.2.

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.

1.4.3.

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.

1.5. Compliance With Legal Requirements

1.5.1.

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.

1.5.2.

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.

1.6. Data Practices

1.6.1.

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.

1.6.2.

The Contractor designates Emily Kunz 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.

1.6.3.

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.

1.7. Security

1.7.1.

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.

1.7.2.

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.

1.7.3.

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.

1.7.4.

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.

1.7.5.

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

1.8. 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.

1.9. Contractor's Insurance

1.9.1.

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.

1.9.2.

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.

1.9.3.

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.

1.9.3.1.

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.

1.9.3.2.

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.

1.9.4.

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

1.9.5.

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

1.9.6.

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.

1.9.7.

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.

1.9.8.

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.

1.9.9.

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-.

1.9.10.

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.

1.9.11.

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.

1.9.12.

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

1.10. 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.

1.11. 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:

Janet Guthrie, 250 Courthouse, 15 West Kellogg Blvd., Saint Paul, MN 55102

Contractor:

Emily Kunz, 10 River Park Plaza #700, Saint Paul, MN 55107

1.12. 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.

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

1.18. Termination

1.18.1.

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.

1.18.2.

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.

1.18.3.

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.

1.19. Interpretation of Agreement; Venue

1.19.1.

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.

1.19.2.

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.

1.20. Protection of Persons and Property

1.20.1.

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

1.20.2.

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

1.21. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

1.22. Infringement

1.22.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

1.22.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinment 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.

1.23. Title - Risk of Loss

1.23.1.

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

1.23.2.

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

1.24. Submittals

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

1.25. Ramsey County Master Contract

The resulting contract will be a Ramsey County Master Contract available to all Ramsey County departments.

1.26. 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.

1.27. Contract Provisions for Non-Federal Entity Contracts Under Federal Award

1.27.1.

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.

1.27.2.

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.

1.27.3.

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.

1.27.4.

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.

1.27.5.

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.

1.27.6.

Davis--Bacon Act, as amended (40 U.S.C. 3141--3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities shall include a provision for compliance with the Davis--Bacon Act (40 U.S.C. 3141--3144, and 3146--3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The non--Federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

1.27.7.

The non--Federal entity shall report all suspected or reported violations to the Federal awarding agency. The contracts shall also include a provision for compliance with the **Copeland "Anti--Kickback" Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non--Federal entity shall report all suspected or reported violations to the Federal awarding agency.

1.27.8.

Clean Air Act (42 U.S.C. 7401--7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251--1387), as amended--Contracts and subcontracts of amounts in excess of \$150,000 shall contain a provision that requires the non--Federal Contractor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401--7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251--1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

1.27.9.

Energy Conservation. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issues in compliance with the Energy Policy and Conservation Act (42 U.S.C.6201).

1.27.10.

(e) Contract Work Hours and Safety Standards Act (40U.S.C.3701-3708). Where applicable, all contracts awarded by the non-Federal entity *in excess of \$100,000 that involve the employment of mechanics or laborers* must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

1.27.11.

(c) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60--1.3 shall include the equal opportunity clause Page 11 of 12 (Rev. 01/12/2016) provided under 41 CFR 60--1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964--1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1.28. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 <u>Ramsey County Debarment Ordinance</u> that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

1.29. 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 or call 651-266-6042.

1.30. 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.

1.31. 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.



correct obvious clerical errors.

Last Previous Action

Board of Commissioners Request for Board Action

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

Item Number: 2021-016 Meeting Date: 1/5/2021 **Sponsor:** Information and Public Records Administration Title Correction to Resolution B2020-269 for Master Agreements for County Professional and Project Management Office Consulting Services Recommendation Correct the term of the Master Agreements for County Professional and Project Management Office Consulting Services as contained in Resolution B2020-269 to be for a period of five years beginning on December 22, 2020 through December 21, 2025. All other provisions and authorizations contained in County Board Resolution B2020-269 shall remain 2. valid, enforceable and unaffected by this Resolution. **Background and Rationale** On December 22, 2020, the Ramsey County Board of Commissioners authorized Resolution B2020-269. Recommendation 1 of Resolution B2020-269 incorrectly listed the end date for the five-year period of the Master Agreements for County Professional and Project Management Office Consulting Services as December 21, 2020. The correct end date is December 21, 2025, which is consistent with the language contained in the Master Agreements. No current authority exists for the County Board Chief Clerk to administratively correct obvious clerical errors. The clerical error contained in Resolution B2020-269 is minor but requires correction. County Goals (Check those advanced by Action) ☐ Well-being ☐ Prosperity ☐ Opportunity □ Accountability **Racial Equity Impact** This action has no impact on racial equity. **Community Participation Level and Impact** The community is informed of this action through County Board documentation at https://ramseycountymn.legistar.com/Calendar.aspx. ☑ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower **Fiscal Impact** Not applicable for this action. **County Manager Comments** County Board approval is required to correct this clerical error in the absence of Chief Clerk authority to

Item Number: 2021-016 **Meeting Date:** 1/5/2021

On December 22, 2020, the County Board approved the initial selection of and Master Agreements for County Professional and Project Management Office Consulting Services (Resolution B2020-269).

Attachments

1. County Board Resolution B2020-269



Board of Commissioners Resolution

B2020-269

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

File Number: 2020-529

Sponsor: Information and Public Records Administration Meeting Date: 12/22/2020

Title: Master Agreements for County Professional and Project

Management Office Consulting Services

Background and Rationale:

Master Agreements issued under the Request for Proposals (RFP) for Professional and Project Management Office Consulting Services will replace the Master Agreements issued under the Executive Level Management Consulting Services RFP; that expired in September and October of 2020. Master Agreements under the Executive Level Management Consulting program have been used to staff many important county initiatives, such as the Enterprise Resource Planning development, the Center of Excellence implementation, Information and Public Records Modernization Program, Information Services Modernization Program, and the County's Residents First Program.

Master Agreements issued under the RFP for Professional and Project Management Office Consulting Services will also fill a need for the large volume of County projects staffed by the County's Enterprise Project Management Office (EPMO). The EPMO consistently has 20 - 40 consultants working on projects at any one time.

Having vendors available through Master Agreements provides the County with the ability to procure consulting services in a timely manner from a pool of highly qualified consultants.

This RFP was issued on July 8, 2020 with proposal responses being due on July 30, 2020. The competitive solicitation summary is attached. The evaluation team evaluated the proposals based on the criteria identified in the solicitation and is recommending the following vendors:

- 1. Alliant Consulting
- 2. Bellwether Consulting
- 3. Capitol Hill Associates
- 4. Growe Technologies
- 5. Hollstat & Associates
- 6. HueLife
- 7. Human System Dynamics Institute
- 8. Iceberg Technologies
- 9. Johansson Consulting
- 10. Louellen Essex and Associates
- 11. Macro Group
- 12. North American Research & Analysis
- 13. Plante Moran
- 14. Perme & Peterson Consulting
- 15. Project Consulting Group
- 16. The ROIG Group
- 17. Trissential
- 18. Yes And Consulting

Recommendation:

The Ramsey County Board of Commissioners resolved to:

- Approve the initial selection of and Master Agreements for County Professional and Project Management Office Consulting Services for a period of five years beginning on December 22, 2020 through December 21, 2020 at the rates established in the agreements with the following 18 vendors:
 - Alliant Consulting, 555 7th Street W, St. Paul, MN 55102
 - Bellwether Consulting, 44 Clarence Avenue SE, Minneapolis, MN 55414
 - Capitol Hill Associates, 525 Park Street, St. Paul, MN 55103
 - Growe Technologies, 1222 Carlton Drive, Arden Hills, MN 55112
 - Hollstat & Associates, 1333 Northland Drive, Suite 220, Mendota Heights, MN 55120
 - HueLife, 5775 Wayzata Boulevard, Suite 700, St. Louis Park, MN 55416
 - Human System Dynamics Institute, 50 East Golden Lake Road, Circle Pines, MN 55014
 - Iceberg Technologies, 1275 Ramsey Street, Suite 100, Shakopee, MN 55379
 - Johansson Consulting, 3329 Garfield Avenue, Minneapolis, MN 55408
 - Louellen Essex and Associates, 408 Parkers Lake Road, #211, Wayzata, MN 55391
 - Macro Group, 1200 Washington Avenue S, Suite 350, Minneapolis, MN 55415
 - North American Research & Analysis, 1222 First Street NE, Faribault, MN 55021
 - Plante Moran, 27400 Northwestern Highway, Southfield, MI 48034
 - Perme & Peterson Consulting, 3801 West 98th Street, Suite 207, Bloomington, MN 55431
 - Project Consulting Group,510 1st Avenue N, Suite 400, Minneapolis, MN 55403
 - The ROIG Group, 6400 Flying Cloud Drive, Suite 110, Eden Prairie, MN 55344
 - Trissential, 1905 East Wayzata Boulevard, Suite 333, Wayzata, MN 55391
 - Yes And Consulting, 44 Clarence Avenue SE, Minneapolis, MN 55414
- 2. Authorize the Chair and the Chief Clerk to execute the Master Agreements.
- 3. Authorize the County Manager to approve and execute the additional Master Agreements with the vendors selected under the continuous Request for Proposals for County Professional Consulting Services, for a period not to exceed one (1) year term of the continuous RFP, subject to approval by the County Attorney's Office and the Finance.
- 4. Authorize the County Manager to execute change orders and amendments to the Master Agreements in accordance with the County's procurement policies and procedures provided the amounts are within the limits of available funding.

A motion to approve was made by Commissioner McDonough, seconded by Commissioner Reinhardt.

Motion passed.

Aye: - 7: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

By: Janet Guthrie, Chief Clerk - County Board



Board of Commissioners Request for Board Action

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

Item Number: 2021-021 **Meeting Date**: 1/5/2021

Sponsor: County Manager's Office

Title

COVID Information

Information

Daily COVID-19 situation update dashboard

https://www.ramseycounty.us/coviddashboard

This COVID-19 dashboard provides information on cases, rates of infection, testing, demographics and other information about COVID-19 in Ramsey County. The dashboard uses data from the Minnesota Department of Health which is reviewed by Saint Paul - Ramsey County Public Health and posted daily.

Weekly COVID-19 email updates

Coronavirus Disease 2019 (COVID-19) Information

https://www.ramseycounty.us/Coronavirus

Regular updates and resources related to COVID-19 including changes to county services; health information and translated materials; community and business resources; employment assistance; racial equity and community engagement; and opportunities to help and stay informed.

Investment & Support Efforts (CARES Funding)

https://www.ramseycounty.us/RISE>

Ramsey County Investment & Support Efforts (RISE). Information about how Ramsey County is using federal funds received through the CARES Act to support the community and information on programs to help individuals and families, job seekers and small businesses.

COVID-19 Community Conversations with Dr. Lynne Ogawa

https://www.ramseycounty.us/COVIDConversations

The COVID-19 Racial Equity and Community Engagement Response Team is holding a series of virtual community conversations with Dr. Lynne Ogawa, Medical Director for Saint Paul - Ramsey County Public Health, to share health information and answer resident questions.