

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF MINNESOTA SECOND JUDICIAL DISTRICT AND THE COUNTY OF RAMSEY
PRINCIPAL AGREEMENT FOR PROJECT WORK ORDERS**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between Ramsey County, Minnesota hereinafter referred to as “County” and the State of Minnesota, Second Judicial District, hereinafter referred to as “State.”

WHEREAS, Minnesota Statutes Section 484.77 requires the County to provide suitable facilities for court purposes (including courtroom, court administration, and other court facility common areas); and

WHEREAS, neither the County nor the State intend for this MOU to modify, expand or reduce the County’s obligation to provide suitable facilities for court purposes pursuant to Minnesota Statute 484.77; and;

WHEREAS, from time to time the State will request the County to provide, at the State’s expense, certain improvements, modifications, and renovations at the Ramsey County Courthouse that are specifically initiated and requested by the State, and which the parties expressly agree the requested improvements, modifications and renovations may or may not exceed the scope of the County’s obligations under Minnesota Statutes Section 484.77 (“Additional Improvements Work”); and

WHEREAS, the County and the State have determined that it would be in the best interests of both parties to manage the performance of and payment for Additional Improvements Work through individual Work Orders; and

WHEREAS, the County and State have agreed to enter into a Principal Agreement, in the form of this MOU, to set forth the State’s and County’s agreement to cooperate with respect to Additional Improvements Work and to permit the State and the County to enter into individual project work orders for each Additional Improvements Work project that the State requests and the County agrees to undertake (“Project Work Order(s)”); and

WHEREAS, it is the intent of the State and County that each Project Work Order will be separately encumbered; and

WHEREAS, it is also the intent of State and County that the County Director of Property Management, for the County, and the Second Judicial District Administrator, for the State, be authorized to execute and deliver Project Work Orders for Additional Improvements Work provided the contract value of each Project Work Order does not exceed such person’s individual signature authority and further provided that the total contract value of all Project Work Orders does not exceed \$499,999.00.

NOW THEREFORE, in consideration of the mutual benefits that each party shall derive here

from, the parties do hereby agree as follows:

1. This MOU shall commence on June 3, 2025 and expire on June 30, 2027, unless terminated earlier in accordance with the provisions herein.
2. This MOU authorizes and permits the parties to enter into Project Work Orders for Additional Improvements Work. Specifically, the County Director of Property Management (or designee) is authorized to negotiate, finalize, execute and deliver Project Work Orders on behalf of the County, and the Second Judicial District Administrator (or designee) is authorized to negotiate, finalize, execute and deliver Project Work Orders on behalf of the State.
3. Project Work Orders Required to Commence Work. A fully executed Project Work Order, in the form set forth in Attachment 1 to this MOU, authorizes the County to begin work on the Additional Improvements Work described in the Project Work Order.
4. Project Work Order Requirements.
 - A. Project Work Orders shall provide the scope of work for the Additional Improvements Work requested by the State and to be provided by the County, including all design, renovation, installation, and professional services and equipment required to fulfill the scope of work (the "Scope of Work").
 - B. Total Project costs of the Additional Improvements Work, with adequate detail as to supplies, materials, services, fees, other project costs for the Scope of Work shall be included in each Project Work Order.
 - C. No Project Work Order for Additional Improvements Work shall be effective unless and until such Project Work Order is signed on behalf of the County by the County Director of Property Management (or designee), and on behalf of half the State by the Second Judicial District Administrator (or designee), and the State Court Administrator's Legal Counsel Division, and includes a judicial branch financial officer signature attesting that there is an encumbrance (whether by contract encumbrance or purchase order) covering all costs of the Project Work Order (referred to herein as the "not-to-exceed-amount"). The State shall not be obligated to pay beyond the not-to-exceed-amount in the Project Work Order unless the parties enter into an amendment to the Project Work Order executed by the parties.
 - D. Contract Number. Each Project Work Order must include the contract number assigned by the State encumbrance process to this MOU.
5. Unless the parties otherwise agree in a Project Work Order, County shall invoice State for:
(a) supplies, materials, services, fees, other project costs, and the actual hours of services at the rates set forth in the Project Work Order; or (b) if the County enters into a lump sum

contract pursuant to a County Request for Bid(s) or Request for Proposal(s), as reviewed and approved by the State, then for the amount set forth in such lump sum contract.

6. The State shall pay duly submitted invoices within thirty (30) days of receipt.
7. For the period of time this MOU is in effect, the aggregate amount of all Project Work Orders entered into hereunder shall not exceed a total of Four Hundred and Ninety-Nine Thousand Nine Hundred and Ninety-Nine dollars (US \$499,999.00). It is understood that this amount is being used to assign a contract number in the State's encumbrance system and that the parties may modify this amount by amendment to the Agreement, and that this amount is not a guarantee that State will enter into any Project Work Order hereunder.
8. Any additional costs related to Additional Improvements Work that are not incorporated into Project Work Orders are considered within the scope of the County's obligations under Minnesota Statutes Section 484.77, and include, but are not limited to, electrical, data, structural changes (backing), wall and casework repairs, flooring, and painting as needed.
9. The County shall be responsible for paying invoices of the vendors, contractors and subcontractors it engages to provide supplies, materials, and services to fulfill the Scope of Work in Project Work Orders and agrees that the State shall not be responsible to pay or reimburse the County's vendors, contractors or subcontractors it engages to fulfill the Scope of Work unless specified otherwise in a Project Work Order.
10. Conditions of Payment. All services provided by County pursuant to this MOU must be performed to the satisfaction of the State, as determined in the sole and reasonable discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The County will not receive payment for (a) work reasonably found by the State to be unsatisfactory until such time as the County causes such work to be completed to the State's reasonable satisfaction; or (b) or performed in violation of federal, state or local law, ordinance, rule or regulation. In the event the State believes any services provided are not satisfactory or in violation of laws, the State shall immediately notify the County's Contract Manager (defined in Section 15, Authorized Representative) and work collaboratively to resolve asserted issues. Invoices will be paid when the State's authorized agent determines that the County has satisfactorily fulfilled the terms of this agreement.
11. Cancellation. This Principal Agreement MOU may be cancelled by either party at any time, with or without cause, upon written notice. In the event of such a cancellation, the County will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed as set forth herein. If, at the time of cancellation, the County has not performed work related to a Project Work Order, said Project Work Order shall also be cancelled.

12. Amendments; Assignments. Any amendments or modifications to this MOU must be in writing and will not be effective until duly executed.
13. Liability. Each party will be responsible and liable for their own acts and omissions and the results therefrom. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466. This clause will not be construed to bar any legal remedies the County may have for the State's failure to fulfill its obligations pursuant to this agreement.
14. State Audit. The books, records, documents, and accounting procedures and practices of the County and its employees or representatives, relevant to this agreement must be made available and subject to examination by the State, including the State Legislative Auditor and State Auditor, for a minimum of six years from the end of this agreement.
15. Authorized Representative. The State's authorized representative for purposes of administration of this contract and all Project Work Orders is the Second Judicial District Administrator, or his/her designee. Such representative shall have final authority for acceptance of the County's services and approval of invoices. The County Director of Property Management, or his/her designee, ("Contract Manager") shall manage this MOU and Project Work Orders on behalf of the County and serve as liaison between the County and the State.
16. Authority. Nothing herein shall be construed to permit or authorize either the County Director of Property Management or the Second Judicial District Administrator to execute any Project Work Order if the terms of such Project Work Order exceed such representative's individual signature authority.
17. Nothing in this MOU or any Project Work Order shall be construed to modify, expand or reduce the County's obligations to provide suitable facilities for court purposes pursuant to Minnesota Statutes Section 484.77.
18. Confidentiality, Disclosure and Use. As applicable, the County shall abide by and comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, ("MGDPA") and the State shall comply with the Minnesota Rules of Public Access, promulgated by the Minnesota Supreme Court. Subject to the foregoing, the County shall not disclose to any third party any information that is both: (A) made available by the State or its agents to the County in order to permit the County to perform hereunder or is created, gathered, generated or acquired in accordance with this agreement; and (B) inaccessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch. For clarification and not limitation, nothing in the foregoing prohibits the County from disclosing, pursuant to a duly submitted request for data under the MGDPA, this MOU, Project Work Orders, invoices, payment records, or other related data. If the County receives a request to release information referred to in this Clause, the

County must immediately notify the State.

19. Workers' Compensation. The County is self-insured for worker's compensation.
20. Jurisdiction and Venue. This MOU is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
21. Notice. Any written notice under this contract shall be deemed to have been received when: (A) sent by confirmed return receipt or acknowledged email; (B) sent by commercial overnight courier with written verification of receipt; or (C) ninety-six (96) hours after it has been deposited in the United States mail, first class, proper postage prepaid, to the County Director of Property Management, or his/her designee, and to the Second Judicial District Administrator, or his/her designee, with a copy to Legal Counsel Division, 140 Minnesota Judicial Center, 25 Rev. Martin Luther King, Jr. Blvd, St. Paul, MN 55155.
22. This MOU is the present expression of the understanding of the parties. There are no representations or stipulations either oral or written not contained herein.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

RAMSEY COUNTY

Rafael E. Ortega
Chair
Date:

Jason Yang,
Chief Clerk
Date:

Jean Krueger
Jean Krueger, Director
Property Management Department
Date:

Kathleen Ritter
Kathleen Ritter
Assistant County Attorney
Date:

STATE OF MINNESOTA,
SECOND JUDICIAL DISTRICT

Approval and certification that State funds have been encumbered, and applicable procurement policies have been followed:

Heather Kendall
Judicial District Administrator
Date:

Where contract exceeds \$50,000, signature of the State Court Administrator or his Deputy is also required:

Jeff Shorba
State Court Administrator
Date:

Approved as to Form and Execution for the State by:

SCAO Senior Legal Counsel
Date:

Funds have been encumbered as required by State Court Finance Policy by:

Title:
Date:
Contract Number:
P.O. Number:

Attachment 1 – Work Order Template

**MEMORANDUM OF UNDERSTANDING
RAMSEY COUNTY AND SECOND JUDICIAL DISTRICT
PRINCIPAL AGREEMENT FOR PROJECT WORK ORDERS
WORK ORDER #_____**

This Project Work Order is attached to the **Memorandum of Understanding for the Principal Agreement for Project Work Orders** (the “Principal MOU”) between the **State of Minnesota, Second Judicial District** (“State”) and **Ramsey County** (“County”), is incorporated into and made a part of the MOU, and is, thereby, subject to the provisions in the Principal MOU. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed in the Principal MOU.

Subject to the foregoing, the parties agree as follows:

1. Unless otherwise indicated herein, definitions of terms in the Principal MOU shall have the same meaning in this Project Work Order.
2. This Project Work Order will establish the scope of work for the Additional Improvements Work the parties agree to be provided by the County to the State at the Ramsey County Courthouse, or other court facility location as indicated in the scope of work detail listed herein.
3. The scope of work of the Additional Improvements Work is as follows:
 1. [Description of the overall scope of work]
 2. [Design Plan]
 3. [Detail of the materials, products, and service to be provided in the scope of work]
 4. [Detailed timeline of the overall scope of work and efforts therein]
4. The County shall perform or engage a Vendor(s) to perform the following:
 1. [Describe in detail services to fulfill scope of work, including materials, products and services]
 2. [ALTERNATIVELY/ADDITIONALLY: As further detailed in the scope of work/quote/etc. that is attached to and made a part of this Project Work Order]
5. The State shall provide the following:
 - A. Access to designated Court facilities to the County’s or its Vendor’s personnel in order to perform the work or services described in the Project Work Order.

- B. Coordination with the County of scheduling for work, materials or services provided for in this Project Work Order.
6. Compensation. All compensation by the State to the County for the Additional Improvements Work and scope of work in the Project Work Order shall not exceed _____ dollars (US\$x,xxx.xx). All services provided by the County or its vendor(s) pursuant to this Project Work Order shall be performed to the satisfaction of the State, as determined by its Authorized Representative listed in the Principal MOU, and in accord with the County's duties set forth in this contract and all applicable federal, state, and local laws, ordinances, rules, and regulations. The State shall not be obligated to pay for work that is unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules, or regulation. The State shall not be obligated to pay beyond the not-to-exceed-amount in this Project Work Order unless the parties enter into an amendment to this Project Work Order executed by the parties.
7. Term of Project Work Order. This Project Work Order shall not be effective until approved as to form and execution by the State, and upon such approval the effective date shall be deemed to be _____ and in effect until _____, unless terminated or cancelled as provided herein or pursuant to the Principal MOU.
8. Integration. This Project Work Order sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter; provided that all terms and conditions of all preexisting contracts or agreements between the parties shall continue in full force and effect except as supplemented or modified by this Project Work Order. In the event of any inconsistency or conflict between the terms of this Project Work Order the Principal MOU shall govern.
9. Amendments; Assignments. Any amendments or modifications to this Project Work Order must be in writing and will not be effective until duly executed.

[continued on next page]

IN WITNESS WHEREOF, the parties have caused this Project Work Order to be executed by their duly authorized representatives as designated in the Principal MOU.

RAMSEY COUNTY

STATE OF MINNESOTA
SECOND JUDICIAL DISTRICT

Jean Krueger, Director
Property Management Department
Date:

Heather Kendall
Judicial District Administrator
Date:

Approved as to form and insurance:

Where contract exceeds \$50,000, signature of the State Court Administrator or his Deputy is also required:

Name:
Title: Assistant County Attorney
Date:

Jeff Shorba
State Court Administrator
Date:

Approved as to Form and Execution for the State by:

SCAO Senior Legal Counsel
Date:

Funds have been encumbered as required by State Court Finance Policy by:

Title:
Date:
Contract Number:
P.O. Number: