



Board of Commissioners

Agenda

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

November 16, 2021 - 9 a.m.

**Virtual meeting / Council Chambers - Courthouse
Room 300**

Pursuant to Minnesota Statutes Section 13D.021, 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 prevalence of the Delta variant. Commissioners will participate by telephone or other electronic means. In addition, it may not be feasible for commissioners, staff, or members of the public to be present at the regular meeting location due to the COVID-19 pandemic and the prevalence of the Delta variant. 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 November 16, 2021 is Presented for Approval.** [2021-566](#)

Sponsors: County Manager's Office

Approve the agenda of November 16, 2021.

2. **Minutes from November 9, 2021 are Presented for Approval** [2021-579](#)

Sponsors: County Manager's Office

Approve the November 9, 2021 Minutes.

ORDINANCE PROCEDURES

3. **2022 Capital Improvement Program Bond Ordinance - Waive the Second Reading** [2021-628](#)

Sponsors: Finance

Waive the second reading of the proposed 2022 Capital Improvement Program Bond Ordinance.

4. **2022 Capital Improvement Program Bond Ordinance - Hold Public Hearing** [2021-627](#)

Sponsors: Finance

Hold a public hearing to afford the public an opportunity to comment on the proposed 2022 Capital Improvement Program Bond Ordinance.

COVID UPDATE

ADMINISTRATIVE ITEMS**5. Bonuses and Financial Incentives to Hire and Retain Registered Nurses at the Ramsey County Care Center [2021-465](#)**

Sponsors: Social Services

1. Approve a sign-on bonus for Registered Nurses who accept employment at the Ramsey County Care Center.
2. Approve a referral bonus for all Ramsey County Care Center employees who source the successful hiring of Registered Nurses at Ramsey County Care Center.
3. Approve an unscheduled pick-up shift incentive for Registered Nurses, Floor Nurses at Ramsey County Care Center.
4. Authorize the County Manager to offer financial incentives for one year with a one-year extension possible, with quarterly review by the Health and Wellness Service Team Deputy County Manager, Human Resources and Finance.

6. Name Change of the Chemical Health Committee [2021-622](#)

Sponsors: Social Services

Approve the name change of the Citizens Advisory Committee - Chemical Health Committee to Substance Use and Recovery Committee

7. Agreement for Ramsey County Library - Maplewood Design-Build Part 1 [2021-612](#)

Sponsors: Property Management

1. Approve the selection of and the agreement with AP Midwest LLC dba Adolfson & Peterson Construction, 5500 Wayzata Blvd., Suite 600, Minneapolis, MN 55416 for Part 1 Design-Build services for the Maplewood Library project, for the period of November 16, 2021 through January 15, 2023, in the not-to-exceed amount of \$145,200.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreements and execute change orders and amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding for the project.

8. Second Amendment to Lease with Hmong American Partnership [2021-586](#)

Sponsors: Property Management and Public Health

1. Approve the Second Amendment to the Lease with Hmong American Partnership, 1075 Arcade Street, Saint Paul, MN 55106, for space at the same location for the period from March 1, 2022 through February 28, 2027 in accordance with the rates in the lease agreement.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.
3. Authorize the County Manager to execute the five-year renewal option in accordance with the general terms and conditions of the amended lease.

9. American Rescue Plan Act Funds for Violence Prevention Initiatives [2021-645](#)

Sponsors: County Manager's Office and Safety and Justice

1. Allocate up to \$16 million of the American Rescue Plan Act funds to support Violence Prevention initiatives through 2024, in accordance with federal guidance.
2. Authorize the County Manager to establish a grant account for Violence Prevention initiatives and transfer related expenses and revenue to this grant account.
3. Authorize the County Manager to enter into agreements and contracts and amendments to agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

**10. American Rescue Plan Act Funding Request for Tier 1 Priority
Administrative Items**

[2021-618](#)

Sponsors: Finance

1. Allocate up to \$2,000,000 of American Rescue Plan Act funds to the Public Health response including vaccine incentives and other immediate responses, in accordance with federal guidance.
2. Allocate up to \$5,120,000 of American Rescue Plan Act funds to the Homelessness project, in accordance with federal guidance.
3. Allocate up to \$2,000,000 of American Rescue Plan Act funds to support the administration of the funds and related programs including evaluation, support services and audit functions, in accordance with federal guidance.
4. Allocate up to \$1,000,000 of American Rescue Plan Act funds to the Ramsey County Care Center and Lake Owasso Residence for their on-going COVID response, in accordance with federal guidance.
5. Allocate up to \$1,100,000 of American Rescue Plan Act funds to the Ramsey County Attorney's Office to address the backlog of cases, in accordance with federal guidance.
6. Approve an increase in the personnel complement of the County Attorney's Office by 2.0 Full Time Equivalent Assistant County Attorney, 1.0 Full Time Equivalent Paralegal, 1.0 Full Time Equivalent Legal Secretary and 1.2 Full Time Equivalent Victim Witness Advocate.
7. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

**11. September 2021 Report of Contracts, Grant and Revenue Agreements,
Emergency Purchases, Sole Source, Single Source Purchases and Final
Payments**

[2021-619](#)

Sponsors: Finance

Accept the monthly report of contracts, grant and revenue agreements, emergency purchases, sole source and single source purchases and final payments for the month of September 2021.

POLICY ITEM

**12. Expansion of the Employee COVID-19 Proof of Vaccination and Testing
Policy to all Ramsey County Elected Officials**

[2021-654](#)

Sponsors: Human Resources

Expand the Employee COVID-19 Proof of Vaccination and Testing Policy to all Ramsey County elected officials.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

Legislative Committee of the Whole Meeting - virtual meeting/Council Chambers-Courthouse Room 300

1:30 p.m.: County board workshop - Transit Portfolio Status and Financial Projection

Join via Zoom Webinar:

<https://zoom.us/j/91686699374?pwd=a01keDFIVUqVzZXWEQ4MGdZN1hkdz09>

Webinar ID: 916 8669 9374 | Passcode: 925411 | Phone: 651-372-8299

Advance Notice:

November 23, 2021 County board meeting – virtual/Council Chambers

November 30, 2021 No county board meeting - 5th Tuesday

December 7, 2021 No county board meeting – AMC Annual Conference

December 14, 2021 County board meeting – virtual/Council Chambers



Board of Commissioners

Request for Board Action

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

Item Number: 2021-566

Meeting Date: 11/16/2021

Sponsor: County Manager's Office

Title

Agenda of November 16, 2021 is Presented for Approval.

Recommendation

Approve the agenda of November 16, 2021.



Board of Commissioners

Request for Board Action

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

Item Number: 2021-579

Meeting Date: 11/16/2021

Sponsor: County Manager's Office

Title

Minutes from November 9, 2021 are Presented for Approval

Recommendation

Approve the November 9, 2021 Minutes.

Attachments

1. November 9, 2021 Minutes



Board of Commissioners

Minutes

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

November 9, 2021 - 9 a.m.

Virtual meeting / 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 (late), and Chair Carter. Also present were Ryan O'Connor, County Manager, and Sam Clark, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

1. Agenda of November 9, 2021 is Presented for Approval. [2021-567](#)

Sponsors: County Manager's Office

Approve the agenda of November 9, 2021.

(Commissioner Reinhardt arrived at this point.)

Motion by McGuire, seconded by Ortega. Motion passed.

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

2. Minutes from November 2, 2021 are Presented for Approval [2021-578](#)

Sponsors: County Manager's Office

Approve the November 2, 2021 Minutes.

Motion by McDonough, seconded by MatasCastillo. Motion passed.

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

ORDINANCE PROCEDURES

3. Amendments to the Ramsey County Administrative Ordinance - Waive the Second Reading [2021-560](#)

Sponsors: Public Health

Waive the second reading of amendments to the Ramsey County Administrative Ordinance, that provides authority for departments to issue administrative citations.

Motion by Ortega, seconded by McDonough. Motion passed.

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

Resolution: B2021-243

4. Amendments to the Ramsey County Administrative Ordinance - Hold Public Hearing [2021-561](#)

Sponsors: Public Health

Hold a public hearing on proposed amendments to the Ramsey County Administrative Ordinance, to afford the public an opportunity to comment on the ordinance amendments.

Chair Carter opened the public hearing at 9:04 a.m. The chair called three times for public comments; hearing none, the chair closed the public hearing at 9:06 a.m.

PRESENTATION OF AWARD

5. Ramsey County Employee Achievement Awards: Bridget Marter - Finance [2021-620](#)
Department and Zachary Hylton - Policy and Planning.

Sponsors: Human Resources

None. For information and discussion only.

Commissioner Frethem presented the employee achievement award to Bridget Marter, Finance. Commissioner Reinhardt presented the employee achievement award to Zachary Hylton, Policy and Planning. Discussion can be found on archived video.

COVID UPDATE

Presented by County Manager Ryan O'Connor, Sara Hollie, Director - Public Health, Dr. Ogawa, Medical Director - Public Health, and Laura Andersen, Deputy Incident Commander - Public Health. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

6. Joint Powers Agreement for Metropolitan Emergency Services Board [2021-609](#)

Sponsors: Emergency Communications and Safety and Justice

1. Approve the Joint Powers Agreement with Anoka County, Carver County, Chisago County, Dakota County, Hennepin County, Isanti County, Scott County, Sherburne County, Washington County, and the city of Minneapolis for the operation of the Metropolitan Emergency Services Board for the period of January 1, 2022 through December 31, 2026.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to appoint members and alternates to the Technical Operations Committees of the Metropolitan Emergency Services Board during the term of the agreement.

Motion by McDonough, seconded by MatasCastillo. Motion passed.

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

Resolution: [B2021-244](#)

7. Grant Award from Minnesota Department of Human Services for [2021-540](#)
Supplemental Nutrition Assistance Program Employment and Training

Sponsors: Workforce Solutions

1. Ratify the submittal of the Supplemental Nutrition Assistance Program Employment and Training Workplan/grant application to the Minnesota Department of Human Services for Supplemental Nutrition Assistance Program Employment and Training.
2. Authorize the acceptance and expenditure of grant awarded funds of \$126,794 for

FFY2022 from the Minnesota Department of Human Services for Supplemental Nutrition Assistance Program Employment and Training for the period of October 1, 2021 through September 30, 2022.

3. Authorize the County Manager to execute the Grant Allocation Award.
4. Authorize the County Manager to apply for and accept additional Supplemental Nutrition Assistance Program Employment and Training grant funds from the Minnesota Department of Human Services for the period of October 1, 2021 through September 30, 2022.
5. Authorize the County Manager to enter into agreements and contracts and execute amendments to agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
6. Authorize the County Manager to make temporary transfers, as needed, from the County General Fund to Workforce Solutions to cover program expenses until program funds are received, with repayment to be made upon receipt of the funds.

Motion by McDonough, seconded by MatasCastillo. Motion passed.

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

Resolution: B2021-245

8. Minnesota Family Investment Program Biennial Service Agreement for 2022-2023 [2021-593](#)

Sponsors: Workforce Solutions

1. Approve the submission of an application to the Minnesota Department of Human Services for the 2022-2023 Minnesota Family Investment Program Biennial Service Agreement Grant in an amount of \$20,370,954.
2. Authorize the acceptance and expenditure of grant awarded funds from the Minnesota Department of Human Services for the Temporary Assistance for Needy Families Block Grant for the period of January 1, 2022 through December 31, 2023.
3. Authorize the County Manager to apply for and accept additional Grant funds from the Minnesota Department of Human Services for the period of January 1, 2021 through December 31, 2023.
4. Authorize the County Manager to enter into agreements and contracts and execute amendments to agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Authorize the County Manager to make temporary transfers, as needed, from the County General Fund to Workforce Solutions to cover program expenses until program funds are received, with repayment to be made upon receipt of the funds.

Motion by McDonough, seconded by MatasCastillo. Motion passed.

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

Resolution: B2021-246

POLICY ITEM

9. Presentation: American Rescue Plan Act Funding Request for Tier 1 Priority Administrative Items [2021-652](#)

Sponsors: Finance

None. For information and discussion only.

Presented by Alex Kotze, Chief Financial Officer. Discussion can be found on archived video.

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair Carter declared the meeting adjourned at 10:41 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2021-628

Meeting Date: 11/16/2021

Sponsor: Finance

Title

2022 Capital Improvement Program Bond Ordinance - Waive the Second Reading

Recommendation

Waive the second reading of the proposed 2022 Capital Improvement Program Bond Ordinance.

Background and Rationale

The proposed 2022 Capital Improvement Program (CIP) Bond Ordinance authorizes the issuance of General Obligation Capital Improvement Bonds to finance capital projects identified in the county’s proposed 2022 Capital Improvement Plan, or as the plan may be amended in the future by the Ramsey County Board.

The proposed ordinance sets the maximum amount of bond issuance at \$39,000,000, which is the amount identified for bond financing in the proposed 2022 Capital Improvement Plan. The total amount of bonds issued under this ordinance may be less and cannot be more than the maximum set in this ordinance. At a future date, the Ramsey County Board will be requested to approve the actual amount of bonds issued and to award the sale of bonds to the lowest bidder.

Project financing included in the proposed 2022 CIP Bond Ordinance:

2022 Regular CIP Projects	\$ 6,000,000
2022 Major CIP Projects	\$33,000,000
2022 CIP Bond Ordinance amount	<u>\$ 39,000,000</u>

Ramsey County issues bonds in accordance with Ordinance No. 93-292, adopted on July 29, 1993, which sets forth the procedure for issuing bonds via ordinance in compliance with the Ramsey County Home Rule Charter. The county’s ordinance procedures require every proposed ordinance receive two readings; first, at the time it is presented, and second, at the time of the public hearing. Both readings may be waived if a copy of the ordinance is supplied to each member of the Ramsey County Board prior to its introduction.

In accordance with these requirements, the second reading of the proposed 2022 Capital Improvement Program Bond ordinance may be waived because a copy of the proposed ordinance was supplied to each member of the Ramsey County Board prior to its introduction October 26, 2021.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

This action by itself does not have a measurable racial equity impact, as the action is just one step in the ordinance process required by the Ramsey County Home Rule Charter to issue bonds. The county plans to

issue bonds to finance numerous capital improvement projects, each of which provides programs and services to the community. The racial equity impact should be considered by the county departments during the development of the associated programs and services for each capital project.

Community Participation Level and Impact

Ramsey County issues bonds to finance capital improvements identified in its annual capital improvement plan which is developed with public participation through the Capital Improvement Program Citizens' Advisory Committee (CIPAC), an advisory committee composed of up to 14 residents, appointed by the Ramsey County Board, to assure public participation in the decision-making process. CIPAC reviews, rates and recommends capital improvement projects. The Ramsey County Board also holds a public hearing as part of the Bond Ordinance process to afford the public an opportunity to comment on each proposed project. Direct community participation should be incorporated through the county departments in the development of the programs and services associated with each capital project.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The proposed 2022 Capital Improvement Program Bond Ordinance authorizes a maximum amount of bond issuance to finance the capital improvements identified in the proposed 2022 Capital Improvement Program Budget and Financing Plan. The final bonding amount will reflect any amendments made to the 2022-2023 biennial budget.

County Manager Comments

No additional comments.

Last Previous Action

On October 26, 2021, the Ramsey County Board waived the first reading of the proposed 2022 Capital Improvement Program Bond Ordinance (Resolution B2021-236) and set the date of the Public Hearing for November 16, 2021 (Resolution B2021-237).

Attachments

1. Proposed 2022 Capital Improvement Program Bond Ordinance
2. Proposed Schedule of Events - 2022 Capital Improvement Program Bond Sale

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10 OFFICIAL SUMMARY OF ORDINANCE
11 AUTHORIZING THE ISSUANCE OF
12 GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS
13 IN AN AGGREGATE AMOUNT NOT TO EXCEED \$39,000,000
14

15 This ordinance authorizes the issuance of bonds, notes or other obligations, in one or more series in
16 an aggregate principal amount not to exceed \$39,000,000 for capital improvement needs.
17
18

19
20 ORDINANCE NO. _____
21

22 AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL
23 IMPROVEMENT BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$39,000,000
24
25

26 A. WHEREAS, since 1989, Ramsey County, Minnesota (the “County”), has issued
27 bonds to finance capital improvements identified in a capital improvement plan developed with
28 citizen participation; and
29

30 B. WHEREAS, the Home Rule Charter of the County (the “Home Rule Charter”) is a
31 desirable source of authority for the issuance of such bonds; and
32

33 C. WHEREAS, the County’s proposed capital improvement budget for 2022
34 contemplates undertaking capital improvements financed in part by bonds, notes or other
35 obligations, in one or more series, in an estimated aggregate amount of \$39,000,000; and
36

37 NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF
38 RAMSEY DOES ORDAIN as follows:
39

- 40 1. Authorization of Bonds - The bonding and borrowing of money by the issuance of general
41 obligation bonds, notes or other obligations, in one or more series from time to time as needed,
42 in an aggregate principal amount not to exceed \$39,000,000 plus the amount of any premium
43 paid with respect thereto (the “Bonds”) is hereby authorized to finance (1) the costs of
44 improvements set forth in the 2022 capital improvement budget of the County, as approved and
45 amended, (2) the costs of any other improvements set forth in the County’s capital
46 improvement budgets of any year and any other capital expenditures authorized by the County,

47 to the extent proceeds of the Bonds are not expended on improvements set forth in the 2022
48 capital improvement budget, as approved and amended. The amount authorized under this
49 Ordinance is in addition to amounts previously authorized under prior ordinances of the
50 County.

51
52 2. Bonding Procedure and Terms - The Bonds shall be scheduled for sale and awarded for sale by
53 resolutions. The specific amount, maturities, interest rates and other terms and conditions of
54 the Bonds and covenants with respect to the Bonds shall be set or made by resolution.

55
56 3. Taxes - The Bonds shall be general obligations to which the full faith and credit and taxing
57 powers of the County are pledged. The Bonds may also be paid from interest earnings on the
58 debt service account, and from any other moneys appropriated by the County Board. The taxes
59 levied for the payment of the Bonds shall not limit or reduce the ability of the County to levy
60 taxes for the payment of the costs of other capital improvements or obligations issued to
61 finance the payment of such costs

62
63 4. Authorization of Refunding Bonds - The bonding or borrowing of money by the issuance of
64 bonds or other obligations to refund the Bonds is hereby authorized on the same basis as set
65 forth in paragraphs 4 and 5 of Ordinance No. 93-292, authorizing the refunding of bonds issued
66 prior to November 6, 1992. Further proceedings to schedule such refunding bonds for sale, to
67 set the terms and conditions thereof, to make covenants with respect thereto and to award the
68 sale thereof may be, and are hereby authorized to be, done or taken by resolution.

69
70 5. Referendum Upon Petition - This ordinance is subject to the ordinance procedure of the
71 County's Home Rule Charter, including the holding of a referendum if a sufficient petition is
72 filed within forty-five (45) days after its publication. Among other conditions to be met, a
73 sufficient petition must be signed by registered voters of the County equal in number to ten
74 percent (10%) of those who voted in the County for the office of President of the United States
75 in the last general election.

ESTIMATED SCHEDULE OF EVENTS
2022A CIP BOND SALE

Date

October 26	First Reading of Ordinance Set Date for Public Hearing (No sooner than 10 days after first reading)
November 16	Second Reading of Ordinance Hold Public Hearing
November 23	Action on Ordinance
November 30	Publication of Ordinance Forty-five (45) day Referendum Petition waiting period starts
January 14	Ordinance becomes effective Referendum period closes 45 days after Ordinance Publication
January 18	Resolution authorizing bond sale
January 25	Post final Official Statement on internet Final Preliminary Official Statement delivered to rating agencies
Jan. 31- Feb. 4	Rating conferences conducted
February	Rating determination by Moody's and Standard & Poor's
February 14	Take bids on bonds
February 15	Board considers awarding the sale of bonds
March 16	Bond Proceeds Received

Bold dates are Board Actions



Board of Commissioners

Request for Board Action

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

Item Number: 2021-627

Meeting Date: 11/16/2021

Sponsor: Finance

Title

2022 Capital Improvement Program Bond Ordinance - Hold Public Hearing

Recommendation

Hold a public hearing to afford the public an opportunity to comment on the proposed 2022 Capital Improvement Program Bond Ordinance.

Background and Rationale

The proposed 2022 Capital Improvement Program (CIP) Bond Ordinance authorizes the issuance of General Obligation Capital Improvement Bonds to finance capital projects identified in the county’s proposed 2022 Capital Improvement Plan, or as the plan may be amended in the future by the Ramsey County Board.

The proposed ordinance sets the maximum amount of bond issuance at \$39,000,000, which is the amount identified for bond financing in the proposed 2022 Capital Improvement Plan. The total amount of bonds issued under this ordinance may be less and cannot be more than the maximum set in this ordinance. At a future date, the Ramsey County Board will be requested to approve the actual amount of bonds issued and to award the sale of bonds to the lowest bidder.

Project financing included in the proposed 2022 CIP Bond Ordinance:

2022 Regular CIP Projects	\$ 6,000,000
2022 Major CIP Projects	\$33,000,000
2022 CIP Bond Ordinance amount	<u>\$ 39,000,000</u>

Ramsey County issues bonds in accordance with Ordinance No. 93-292, adopted on July 29, 1993, which sets forth the procedure for issuing bonds via ordinance in compliance with the Ramsey County Home Rule Charter. The county’s ordinance procedures require every proposed ordinance receive two readings; first, at the time it is presented, and second, at the time of the public hearing. Both readings may be waived if a copy of the ordinance is supplied to each member of the Ramsey County Board prior to its introduction.

The Ramsey County Home Rule Charter states that the Ramsey County Board will hold a public hearing to afford the public the opportunity to comment on each proposed ordinance. On October 26, 2021, Ramsey County Board (Resolution B2021-237) established November 16, 2021 as the date for the public hearing on the proposed 2022 Capital Improvement Program Bond Ordinance. The notice for this public hearing was published on November 3, 2021.

County Goals (Check those advanced by Action)

- Well-being
 Prosperity
 Opportunity
 Accountability

Racial Equity Impact

This action by itself does not have a measurable racial equity impact, as the action is just one step in the ordinance process required by the Ramsey County Home Rule Charter to issue bonds. The county plans to issue bonds to finance numerous capital improvement projects, each of which provides programs and services to the community. The racial equity impact should be considered by the county departments during the development of the associated programs and services for each capital project.

Community Participation Level and Impact

Ramsey County issues bonds to finance capital improvements identified in its annual capital improvement plan which is developed with public participation through the Capital Improvement Program Citizens' Advisory Committee (CIPAC), an advisory committee composed of up to 14 residents, appointed by the Ramsey County Board, to assure public participation in the decision-making process. CIPAC reviews, rates and recommends capital improvement projects. The Ramsey County Board also holds a public hearing as part of the Bond Ordinance process to afford the public an opportunity to comment on each proposed project. Direct community participation should be incorporated through the county departments in the development of the programs and services associated with each capital project.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The proposed 2022 Capital Improvement Program Bond Ordinance authorizes a maximum amount of bond issuance to finance the capital improvements identified in the proposed 2022 Capital Improvement Program Budget and Financing Plan. The final bonding amount will reflect any amendments made to the 2022-2023 biennial budget.

County Manager Comments

No additional comments.

Last Previous Action

On October 26, 2021, the County Board waived the first reading of the proposed 2022 Capital Improvement Program Bond Ordinance (Resolution B2021-236) and set the date of the Public Hearing for November 16, 2021 (Resolution B202-237).

Attachments

1. Proposed 2022 Capital Improvement Program Bond Ordinance
2. Proposed Schedule of Events - 2022 Capital Improvement Program Bond Sale
3. Affidavit of Publication

10 OFFICIAL SUMMARY OF ORDINANCE
11 AUTHORIZING THE ISSUANCE OF
12 GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS
13 IN AN AGGREGATE AMOUNT NOT TO EXCEED \$39,000,000
14

15 This ordinance authorizes the issuance of bonds, notes or other obligations, in one or more series in
16 an aggregate principal amount not to exceed \$39,000,000 for capital improvement needs.
17

18
19 ORDINANCE NO. _____

22 AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL
23 IMPROVEMENT BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$39,000,000
24

25
26 A. WHEREAS, since 1989, Ramsey County, Minnesota (the “County”), has issued
27 bonds to finance capital improvements identified in a capital improvement plan developed with
28 citizen participation; and
29

30 B. WHEREAS, the Home Rule Charter of the County (the “Home Rule Charter”) is a
31 desirable source of authority for the issuance of such bonds; and
32

33 C. WHEREAS, the County’s proposed capital improvement budget for 2022
34 contemplates undertaking capital improvements financed in part by bonds, notes or other
35 obligations, in one or more series, in an estimated aggregate amount of \$39,000,000; and
36

37 NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF
38 RAMSEY DOES ORDAIN as follows:
39

- 40 1. Authorization of Bonds - The bonding and borrowing of money by the issuance of general
41 obligation bonds, notes or other obligations, in one or more series from time to time as needed,
42 in an aggregate principal amount not to exceed \$39,000,000 plus the amount of any premium
43 paid with respect thereto (the “Bonds”) is hereby authorized to finance (1) the costs of
44 improvements set forth in the 2022 capital improvement budget of the County, as approved and
45 amended, (2) the costs of any other improvements set forth in the County’s capital
46 improvement budgets of any year and any other capital expenditures authorized by the County,

47 to the extent proceeds of the Bonds are not expended on improvements set forth in the 2022
48 capital improvement budget, as approved and amended. The amount authorized under this
49 Ordinance is in addition to amounts previously authorized under prior ordinances of the
50 County.

51
52 2. Bonding Procedure and Terms - The Bonds shall be scheduled for sale and awarded for sale by
53 resolutions. The specific amount, maturities, interest rates and other terms and conditions of
54 the Bonds and covenants with respect to the Bonds shall be set or made by resolution.

55
56 3. Taxes - The Bonds shall be general obligations to which the full faith and credit and taxing
57 powers of the County are pledged. The Bonds may also be paid from interest earnings on the
58 debt service account, and from any other moneys appropriated by the County Board. The taxes
59 levied for the payment of the Bonds shall not limit or reduce the ability of the County to levy
60 taxes for the payment of the costs of other capital improvements or obligations issued to
61 finance the payment of such costs

62
63 4. Authorization of Refunding Bonds - The bonding or borrowing of money by the issuance of
64 bonds or other obligations to refund the Bonds is hereby authorized on the same basis as set
65 forth in paragraphs 4 and 5 of Ordinance No. 93-292, authorizing the refunding of bonds issued
66 prior to November 6, 1992. Further proceedings to schedule such refunding bonds for sale, to
67 set the terms and conditions thereof, to make covenants with respect thereto and to award the
68 sale thereof may be, and are hereby authorized to be, done or taken by resolution.

69
70 5. Referendum Upon Petition - This ordinance is subject to the ordinance procedure of the
71 County's Home Rule Charter, including the holding of a referendum if a sufficient petition is
72 filed within forty-five (45) days after its publication. Among other conditions to be met, a
73 sufficient petition must be signed by registered voters of the County equal in number to ten
74 percent (10%) of those who voted in the County for the office of President of the United States
75 in the last general election.

ESTIMATED SCHEDULE OF EVENTS
2022A CIP BOND SALE

Date

October 26	First Reading of Ordinance Set Date for Public Hearing (No sooner than 10 days after first reading)
November 16	Second Reading of Ordinance Hold Public Hearing
November 23	Action on Ordinance
November 30	Publication of Ordinance Forty-five (45) day Referendum Petition waiting period starts
January 14	Ordinance becomes effective Referendum period closes 45 days after Ordinance Publication
January 18	Resolution authorizing bond sale
January 25	Post final Official Statement on internet Final Preliminary Official Statement delivered to rating agencies
Jan. 31- Feb. 4	Rating conferences conducted
February	Rating determination by Moody's and Standard & Poor's
February 14	Take bids on bonds
February 15	Board considers awarding the sale of bonds
March 16	Bond Proceeds Received

Bold dates are Board Actions

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Carter Johnson, being first duly sworn, on oath states as follows:

1. I am the publisher of the VADNAIS HEIGHTS PRESS, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant of Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached was published in the newspaper are as follows:

Once a week, for one week, it was published on Wednesday, the 3rd day of November, 2021.

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows:

a) Lowest classified rate paid by commercial users for comparable space _____

b) Maximum rate allowed by law for the above matter _____

c) Total amount charged for the above matter \$ 5.09/inch

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Ramsey County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

We are a qualified newspaper in the following counties: Anoka, Ramsey and Washington

FURTHER YOUR AFFIANT SAITH NOT.

BY: [Signature]
TITLE: Carter Johnson, Publisher
PRESS PUBLICATIONS
4779 Bloom Avenue
White Bear Lake, MN 55110

Subscribed and sworn to before me on this 3rd day of November, 2021.

[Signature]
Notary Public



RAMSEY COUNTY, MINNESOTA
OFFICE OF THE COUNTY MANAGER
ST. PAUL, MINNESOTA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a Public Hearing at 9:00 a.m., or as soon thereafter as possible, on Tuesday, November 16, 2021, in the Council Chambers, third floor Court House, 15 West Kellogg Boulevard, Saint. Paul, Minnesota, 55102 or in a virtual format as determined by the Chair of the Board. This Public Hearing will be conducted to afford the public the opportunity to comment on the proposed 2022 Capital Improvement Program projects and Ordinance. The maximum proposed bond issuance under this ordinance is \$39,000,000. The projects are summarized below:

Table with 2 columns: Project financing included in the 2022 Bond Ordinance, Amount. Rows include 2022 CIP Regular Projects (\$ 6,000,000), 2022 CIP Major Projects (33,000,000), and Maximum 2022 Bond Financing on Ordinance (\$ 39,000,000).

The entire proposed Ordinance can be accessed through www.ramsey-county/publichearings, or by calling the Chief Clerk - County Board at (651) 266-8014. Persons who intend to testify are requested to contact (651) 266-8014 or mee.cheng@co.ramsey.mn.us prior to Tuesday, November 16, 2021. There will be limited space in the Council Chambers for in-person testimony due to social distancing requirements. If in-person testimony is not feasible, please submit your public comment online at ramseycounty.us/chiefclerk and it will be provided to the County Board.

OFFICIAL SUMMARY OF ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$39,000,000

This ordinance authorizes the issuance of bonds, notes or other obligations, in one or more series in an aggregate principal amount not to exceed \$39,000,000 for capital improvement needs.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$ 39,000,000

A. WHEREAS, since 1989, Ramsey County, Minnesota (the "County"), has issued bonds to finance capital improvements identified in a capital improvement plan developed with citizen participation; and

B. WHEREAS, the Home Rule Charter of the County (the "Home Rule Charter") is a desirable source of authority for the issuance of such bonds; and

C. WHEREAS, the County's adopted capital improvement budget for 2022 contemplates undertaking capital improvements financed in part by bonds, notes or other obligations, in one or more series, in an estimated aggregate amount of \$ 39,000,000;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF RAMSEY DOES ORDAIN as follows:

1. Authorization of Bonds - The bonding and borrowing of money by the issuance of general obligation bonds, notes or other obligations, in one or more series from time to time as needed, in an aggregate principal amount not to exceed \$39,000,000 plus the amount of any premium paid with respect thereto (the "Bonds") is hereby authorized to finance (1) the costs of improvements set forth in the 2022 capital improvement budget of the County, (2) the costs of any other improvements set forth in the County's capital improvement budgets of any year and any other capital expenditures authorized by the County, to the extent proceeds of the Bonds are not expended on improvements set forth in the 2022 capital improvement budget due to changes occurring after the date hereof. The amount authorized under this Ordinance is in addition to amounts previously authorized under prior ordinances of the County.

2. Bonding Procedure and Terms - The Bonds shall be scheduled for sale and awarded for sale by resolutions. The specific amount, maturities, interest rates and other terms and conditions of the Bonds and covenants with respect to the Bonds shall be set or made by resolution.

3. Taxes - The Bonds shall be general obligations to which the full faith and credit and taxing powers of the County are pledged. The Bonds may also be paid from interest earnings on the debt service account, and from any other moneys appropriated by the County Board. The taxes levied for the payment of the Bonds shall not limit or reduce the ability of the County to levy taxes for the payment of the costs of other capital improvements or obligations issued to finance the payment of such costs

4. Authorization of Refunding Bonds - The bonding or borrowing of money by the issuance of bonds or other obligations to refund the Bonds is hereby authorized on the same basis as set forth in paragraphs 4 and 5 of Ordinance No. 93-292, authorizing the refunding of bonds issued prior to November 6, 1992. Further proceedings to schedule such refunding bonds for sale, to set the terms and conditions thereof, to make covenants with respect thereto and to award the sale thereof may be, and are hereby authorized to be, done or taken by resolution.

5. Referendum Upon Petition - This ordinance is subject to the ordinance procedure of the County's Home Rule Charter, including the holding of a referendum if a sufficient petition is filed within forty-five (45) days after its publication. Among other conditions to be met, a sufficient petition must be signed by registered voters of the County equal in number to ten percent (10%) of those who voted in the County for the office of President of the United States in the last general election.

Published one time in the Vadnais Heights Press on November 3, 2021.

Item Number: 2021-465

Meeting Date: 11/16/2021

Sponsor: Social Services

Title

Bonuses and Financial Incentives to Hire and Retain Registered Nurses at the Ramsey County Care Center

Recommendation

1. Approve a sign-on bonus for Registered Nurses who accept employment at the Ramsey County Care Center.
2. Approve a referral bonus for all Ramsey County Care Center employees who source the successful hiring of Registered Nurses at Ramsey County Care Center.
3. Approve an unscheduled pick-up shift incentive for Registered Nurses, Floor Nurses at Ramsey County Care Center.
4. Authorize the County Manager to offer financial incentives for one year with a one-year extension possible, with quarterly review by the Health and Wellness Service Team Deputy County Manager, Human Resources and Finance.

Background and Rationale

The [Ramsey County Care Center \(RCCC\)](https://www.ramseycounty.us/residents/assistance-support/assistance/seniors/ramsey-county-care-center) <<https://www.ramseycounty.us/residents/assistance-support/assistance/seniors/ramsey-county-care-center>> is a nursing home facility that provides long-term and transitional care services. RCCC is a critical element of the healthcare continuum, creating patient choice for those leaving a higher level of care. RCCC is required, based on the case mix rating of each resident, to have a minimum staff to resident ratio. In the past, RCCC has contracted with temporary staff to meet the minimum staffing ratios and has also offered shift incentives when nursing staff pick up unscheduled shifts to cover nursing shortages.

Hiring and retaining nursing staff has been challenging in the past, and the COVID-19 pandemic has exacerbated the problem as the availability of healthcare professionals has reached unprecedented shortages across the state and in the country. The long-term staffing shortage has impacted RCCC's intake, patient care and its ability to operate at full capacity. RCCC has not been at full capacity since March 2020.

With a full complement of Registered Nurse (RN) staffing, RCCC could serve as many as 135 individuals. RCCC currently has an ongoing shortage of six to ten nurses, and occupancy is capped at roughly 109 individuals. By limiting bed capacity, RCCC has had to turn away hospital referrals. During a six-day period ending in July 2021, the number of hospital Transitional Care Unit referrals that were turned away represented an estimated loss in monthly revenue of \$129,600. The current healthcare crisis and hospital referral patterns support an increase in nursing staff to ensure RCCC is operating at full capacity and is not losing revenue.

Over the last year, RCCC has sought to hire and maintain qualified nursing staff through direct hire, nursing pool agencies and website postings. In 2021, Human Resources supported RCCC administration in an application, review and interview process that resulted in 12 job offers and zero hires. While the RCCC RN pay range may be in line with other organizations, many have added incentives or reach past salary mid-range to compete in the current market. On August 12, 2021, there were over 2,500 jobs for RNs within 25 miles of St. Paul posted online. The *Indeed.com* job search website revealed that Long-Term Care, Transitional Care

Facilities, Home Health Care, Hospitals and RN Staffing agencies were offering hiring incentives including sign-on bonuses ranging from \$6,000 to \$20,000, as well as weekend and on-call differentials, and pick-up shift incentives ranging from \$4 to \$10 per hour for nurses.

RCCC administration recommends the following financial incentives to hire and retain RNs in the current, very competitive market be offered applicable through 2022 with the option of continuing in 2023 based on increased revenue:

- 1. Offer RNs a "Sign-on Bonus" of up to \$8,000 paid out over 2 years as follows:
 - a. Upon Hire: \$1,000
 - b. 6 months: \$1,500
 - c. 1 year: \$2,000
 - d. 2 years: \$3,500

- 2. Offer a referral bonus for all RCCC employees who source the successful hiring of RNs up to \$1,000 paid as follows upon agreement between the Union and Employer as outlined in a Memorandum of Agreement:
 - a. 6 months: \$500
 - b. 1 year: \$500

- 3. Offer an incentive for unscheduled shifts picked up as follows:
 - a. RNs (excludes temporary and Licensed Practical Nurses) paid a \$5.00 per hour differential (\$40 for 8-hour shift) for unscheduled shifts picked up when the employee works an open shift in addition to their regular schedule at the request of RCCC Administration, Director of Nursing, or Designated Authority.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

RCCC serves individuals who are referred from hospitals and need admittance for skilled nursing services. Currently, 82% of admissions are Ramsey County residents, 12% are Washington County residents, and 6% are residents of other counties. The majority of staff (59% of 206 individuals) are also Ramsey County residents. The current staff is comprised of 51% who identify as racially and ethnically diverse and 49% who identify as White. Once approved, this action will improve terms and conditions of employment that support attraction and retention of a diverse workforce.

Community Participation Level and Impact

RCCC is a critical part of the hospital to home continuum of care. Hospitals depend on Transitional Care Units to receive eligible patients 24 hours a day, seven days a week. This patient flow priority allows patient and family choice, timely discharge from the hospital to community care, financial stewardship of funds, and the guarantee of the right level of care at the right time. RCCC can best serve the community when it is operating at full capacity.

RCCC Administration and Labor Relations met with the impacted labor union bargaining units regarding the referral bonuses to be offered to all represented and unrepresented employees at the RCCC who refer an RN who is hired by the RCCC. A Memorandum of Agreement outlining the referral bonus has been provided to AFSCME Local 1076, Local 151, and Local 8 as well as the Operators and Boiler Union Local 70, and these unions will engage their internal approval processes by a vote of membership.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

RCCC is a Cost Reimbursement Facility and revenues are maximized when it is operating at full capacity. The current nursing shortage has capacity capped at 109 beds. It would take four additional RNs to increase the number of beds to 115; to increase the number of beds to 120, six additional RNs would be needed.

The three fiscal components of the Request for Board Action are.

- Bonus incentives for the new nurses (the payment of which is spread over a two-year window).
- Referral bonuses for RCCC staff who source the successful hiring of nurses (payment of which is paid over one-year period).
- An offer of monetary incentive to RCCC RN staff for unscheduled shifts picked up, proposed at \$5 per hour/shift picked up.
- The three incentives will be reevaluated between department and Finance on an annual basis.

The first two components were factored into the table below; however, the third component was not because it was much harder to come up with an estimated projection of shift differential trends/history (RCCC has trouble having staff pick up hours so no existing history to work with, hence the need for incentive).

	Additional New Transitional Care Unit Clients	Estimated Monthly Revenue Generated per Nurse	Estimated Monthly Revenue Generated Based on Number of Nurses Hired	Cost of Hire (Salary, Benefits, Bonus, OT & Referral Bonus) Year 1	Cost of Hire (Salary, Benefits, Bonus & OT) Year 2	Breakeven Point When Revenue Generated per Nurse Covers Expense Of New Hires
Scenario #1: Hire 4 Nurses & Increase # of Beds to 115	6	\$18,135	\$72,540	\$539,238	\$531,238	7.5 months
Scenario #2: Hire 6 Nurses & Increase # of Beds to 120	11	\$22,165	\$132,990	\$808,858	\$796,858	6.1 months

NOTE: It is estimated to take four weeks to hire, another two weeks to orient and on-board, and one-two weeks to get in position and be fully integrated.

County Manager Comments

No additional comments.

Last Previous Action

On December 22, 2020, the Ramsey County Board approved an hourly shift incentive for unclassified nursing department employees who pick up an unscheduled shift (Resolution B2020-266).

On March 24, 2020, the Ramsey County Board approved master contracts for temporary nursing services (Resolution B2020-067).

On April 16, 2019, the Ramsey County Board approved a temporary expansion of nursing department additional compensation (Resolution B2019-089).

Attachments

1. None.

Board of Commissioners

Request for Board Action

Item Number: 2021-622

Meeting Date: 11/16/2021

Sponsor: Social Services

Title

Name Change of the Chemical Health Committee

Recommendation

Approve the name change of the Citizens Advisory Committee - Chemical Health Committee to Substance Use and Recovery Committee

Background and Rationale

For six months, the Citizens Advisory Committee (CAC) Chemical Health Committee has engaged in name change conversations because the term “chemical health” is outdated and not seen as a strength-based name. Furthermore, chemical health can be a broad term that does not define the committee’s focus. As one of our residents described it, “referring to ‘recovery’ reflects a sense of a new well-being, hope, work yet to do, and a lifelong effort toward healing from a disease as well as all the wrap around considerations.”

The committee has therefore decided to change its name from Chemical Health Committee to Substance Use and Recovery Committee.

According to Section 2 of the Citizen Advisory Council Bylaws, a committee name change must be approved by the Ramsey County Board of Commissioners. A motion to accept the name change of the committee from “Chemical Health Committee” to Substance Use and Recovery Committee was passed unanimously by the Chemical Health Committee members on September 15, 2021.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Although the name change does not inheritably promote racial equity, it does promote a more holistic view to substance use and the recovery community, which is often viewed with a negative lens. Furthermore, those most negatively affected in this community are those of color, predominately Black community members who have been targeted and imprisoned by the so called “war on drugs” while Whites face more lenient sentencing and aids.

The Chemical Health Committee understands these complexities and continues to recruit residents from various communities, engage with diverse residents, and see opportunities where Social Services can better serve the Black and Brown communities.

Community Participation Level and Impact

Click or tap here to enter text.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The name change will have no fiscal impact on the committee or Social Services. Funding for flyers or any other advertising media for the committee is available in the Social Services budget.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. None.

Item Number: 2021-612

Meeting Date: 11/16/2021

Sponsor: Property Management

Title

Agreement for Ramsey County Library - Maplewood Design-Build Part 1

Recommendation

1. Approve the selection of and the agreement with AP Midwest LLC dba Adolfson & Peterson Construction, 5500 Wayzata Blvd., Suite 600, Minneapolis, MN 55416 for Part 1 Design-Build services for the Maplewood Library project, for the period of November 16, 2021 through January 15, 2023, in the not-to-exceed amount of \$145,200.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreements and execute change orders and amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding for the project.

Background and Rationale

The Ramsey County Library - Maplewood was completed in 2007 and is one of the three regional libraries. Recent changes in library service delivery, and the age of the library itself, have prompted the need for updates to the facility to address library collection layout, furniture and furnishings, building acoustics, sightlines, and service delivery in order to encourage use and increase patron comfort. As of summer 2020, the facility has also been a location for a Ramsey County service center. The design-build process for the facility will focus on improvements in order to create an enhanced library user experience.

A Request for Proposals for design-build services was issued on July 14, 2021. Below is the competitive solicitation summary:

- Title: Design Build Services for the Maplewood Library
- Date Issued: July 14, 2021
- Proposals due: August 19, 2021
- Vendors notified: 1456
- Proposals received: 9
- Evaluation committee: Deputy Director Ramsey County Library, Maplewood Library Branch Manager, Property Management Project Managers (2), Building Services Manager
- Evaluation criteria: Contractor qualifications (experience, training, technical and professional ability, including key personnel qualifications); CERT SBE utilization and workforce inclusion strategies and experience; project understanding, approach, and workplan; cost.
- Contractor recommended: AP Midwest LLC

The evaluation team reviewed the proposals based on the criteria that were identified in the competitive solicitation and narrowed the proposers to four finalists. Interviews were then held with the four finalists and, as a result, the evaluation team recommends AP Midwest for Part 1 of the design-build services.

The project will be completed in a phased approach, with each phase being subject to a separate agreement.

At the conclusion of the Part 1 services, AP Midwest shall submit to the county a proposal for the Part 2 services, including the Design Development Documents, a statement of the proposed Guaranteed Maximum Price based on the Design Development Documents, a statement of the Small Business Enterprise (“SBE”) utilization and labor goals, energy modeling, and a proposed schedule. The Part 2 agreement will include complete construction phase services, including bidding and construction management.

The county reserves the right to enter into an agreement for Part 2 services with AP Midwest, or to enter into an agreement with a separate third party if the county and AP Midwest are unable to reach agreement within a reasonable period of time after submission of the above identified documents. The County Manager will have authority to approve the Part 2 agreement.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

As part of its contracting and workforce inclusion strategy for the project, AP Midwest will: include diversity goals in subcontracts, promote the hiring of minorities, strive for specific metrics for construction (32% minority/20% female participation goals), and conduct specific outreach to minority owned business. AP Midwest will provide monthly reporting on the status and achievement of such goals during the construction phase.

Community Participation Level and Impact

As part of the project, AP Midwest, in partnership with Ramsey County staff, will conduct community engagement events at key point along the design process to gather public input and inform the community of the design.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

The design-build project will be paid for by the 2020-2021 CIP Maplewood Library Remodel funds.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. Part 1 Agreement for Ramsey County Library - Maplewood Project



**AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER FOR THE
RAMSEY COUNTY LIBRARY - MAPLEWOOD PROJECT
PART 1 AGREEMENT**

- 1. DESIGN/BUILDER**
- 2. OWNER**
- 3. OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA**
- 4. TIME**
- 5. PAYMENTS**
- 6. DISPUTE RESOLUTION -- MEDIATION AND ARBITRATION**
- 7. BASIS OF COMPENSATION**
- 8. OTHER CONDITIONS AND SERVICES**

AGREEMENT is made

BETWEEN the Owner:

Ramsey County
220 City Hall/Court House
15 West Kellogg Boulevard
Saint Paul, MN 55101

and the Design/Builder:

AP Midwest, LLC (DBA Adolphson & Peterson Construction)
5500 Wayzata Blvd., Suite 600
Minneapolis, MN 55416

For the following Project:

CONSTRUCTION MANAGER/DESIGN TEAM FOR DESIGN, ENGINEERING AND CONSTRUCTION SERVICES TO COMPLETE THE DESIGN AND REMODELING OF THE RAMSEY COUNTY LIBRARY – MAPLEWOOD AT 3025 SOUTHLAWN DRIVE, MAPLEWOOD, MN, as described in the Owner's Request for Proposals ("RFP") #PRMG0000024100 – DESIGN BUILD SERVICES FOR THE MAPLEWOOD LIBRARY, including addenda.

The Design/Builder will provide services in two (2) phases:

Part 1: Programming, schematic design, design development and cost estimating leading to a Guaranteed Maximum Price. See attached **Exhibit A** --Scope of Work, from the Owner's RFP #PRMG0000024100 – Design Build Services for the Maplewood Library, attached hereto and made a part of this Part 1 Agreement; and attached **Exhibit B** --Design/Builder Services Proposal, attached hereto and made part of this Part 1 Agreement, for a description of Part 1 services.

Part 2: Balance of design, construction documents, bidding, construction services, and Project closeout. See **Exhibits A and B** for descriptions of Part 2 services. Part 2 services will be provided using the Design/Build delivery method.

The architectural, landscape architectural, civil, structural, mechanical, and electrical engineering services for the Services described in Article 1 of this Part 1 Agreement will be provided by the following persons or entities lawfully licensed to practice architecture or engineering in the State of Minnesota, both of

which shall be referred to as the "Architect" in this Part 1 Agreement and the Part 2 Agreement with respect to their respective scopes.

Name and address	Registration Number	Relationship to Design/Builder
Hammel Green & Abrahamson Inc. ('HGA')	26239	Subcontractor

The Owner and the Design/Builder agree as set forth below.

TERMS AND CONDITIONS -- PART 1 AGREEMENT

ARTICLE 1 DESIGN/BUILDER

§ 1.1 SERVICES

§ 1.1.1 Programming, schematic design, design development, project scheduling and cost estimating leading to a Guaranteed Maximum Price for Part 2 of the Project.

§ 1.2 RESPONSIBILITIES

§ 1.2.1 Design services required by this Part 1 Agreement shall be performed by qualified architects and other design professionals. The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design/Builder. Prior to the termination of the services of the Architect or any other design professional designated in this Part 1 Agreement, the Design/Builder shall identify to the Owner in writing another architect or design professional with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the Architect or other design professional whose services are being terminated. The Design/Builder shall be responsible for any additional costs associated with the other architectural or design professionals.

§ 1.2.2 The agreements between the Design/Builder and the persons or entities identified in this Part 1 Agreement, and any subsequent modifications, shall be in writing. These agreements, including financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner upon request.

§ 1.2.3 Construction budgets shall be prepared by qualified professionals, cost estimators or contractors retained by and acting in the interest of the Design/Builder.

§ 1.2.4 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees, subcontractors and their agents and employees, including the Architect and other design professionals, performing any portion of the Design/Builder's obligations under this Part 1 Agreement.

§ 1.2.5 If the Design/Builder believes or is advised by the Architect or by another design professional retained to provide services on the Project that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design/Builder shall notify the Owner in writing. Neither the Design/Builder nor the Architect shall be obligated to perform any act which either believes will violate any applicable law.

§ 1.2.6 Nothing contained in this Part 1 Agreement shall create a contractual relationship between the Owner and any person or entity other than the Design/Builder.

§ 1.2.7 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design professional practicing under similar conditions at the same time and locality of the Project.

§ 1.3 BASIC SERVICES

§ 1.3.1 The Design/Builder shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other, as described in Exhibits A and B and as identified herein.

§ 1.3.2 The Design/Builder shall visit the site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's program, schedule, and budget.

§ 1.3.3 The Design/Builder shall review laws applicable to design and construction of the Project, correlate such laws with the Owner's program requirements, and if the Design/Builder is aware of any violations, advise the Owner if any program requirement may cause a violation of such laws. Necessary changes to the Owner's program shall be accomplished by appropriate written modification or disclosed as described in Section 1.2.2.

§ 1.3.4 The Design/Builder shall support the Owner's efforts to submit, file, and obtain on behalf of the Owner: all legal authorizations regarding site utilization where essential to the execution of the Owner's program; and support the Owner's efforts to obtain permits and licensures needed for the Project.

§ 1.3.5 The Design/Builder will manage a "Participatory Planning Process" that is centered around a Core Planning Group ("CPG") of key decision makers from the Design/Builder's Team, Property Management, and the tenant department, who will work to evaluate design options using criteria established by the CPG. The following tasks and activities are included in these services, which will be rendered in a series of meetings which include at a minimum:

1. Facilitate and coordinate a pre-design phase meeting with the Owner's Project Team to:
 - Identify key individuals.
 - Establish a communication procedure.
 - Determine and outline Ramsey County goals.
 - Discuss the project schedule and methodology.
 - Confirm critical dates and events.
2. Facilitate and coordinate Project Planning and Programming
 - Establish functional needs /use of interior spaces.
 - Identify and document function operation needs of space to inform Schematic Design Process.
3. Facilitate and coordinate a Schematic Design Phase Meeting(s) with the Owner's Project Team to:
 - Discuss design objectives.
 - Discuss the anticipated interior demolition and reconstruction and new finishes.
 - Discuss the anticipated mechanical and electrical systems changes.
 - Determine if the Project budget is consistent with preferences for interior remodeling which will include:
 - a. Discussion of potential bid alternatives and options.
 - b. Review the proposed schedule.
 - c. Preparation of plans and sections along with outline specifications to confirm opinion of probable costs for approval.
4. Facilitate and coordinate Design Development Phase Meeting(s) with the Owner's Project Team to:
 - Revisit items mentioned during the Schematic Design phase and secure approvals.
 - Complete a room-by-room review with the CPG and end users.
 - Assign location for all equipment.
 - Perform a constructability review for quality control purposes.
 - Provide progress documents for review.
5. Facilitate and coordinate GMP Presentation Meeting with the Owner's Project Team to:

- Present the refined design along with a Guaranteed Maximum Price (GMP), and Construction Schedule.

§ 1.3.6 At the conclusion of the Part 1 services, the Design/Builder shall submit to the Owner a Proposal, including the Design Development Documents; a statement of the proposed Guaranteed Maximum Price based on the Design Development Documents; a statement of the Small Business Enterprises ("SBE") utilization and labor goals for Part 2 services that have been approved by the Owner; and a proposed schedule for Part 2 Project Services that shows Substantial Completion of the Project no later than April 30, 2024. The Design Development Documents shall consist of drawings, outline specifications or other documents to a percentage completion that is adequate for the Design/Builder to submit a Guaranteed Maximum Price for Part 2 of the Project. The Owner reserves the right to enter into a Part 2 Agreement with the Design/Builder; or to enter into a Part 2 Agreement with a third party if the Owner and the Design/Builder are unable to reach agreement on a Part 2 Agreement within a reasonable period of time after submission of the above-identified documents by the Design/Builder, as determined by the Owner.

§ 1.4 ADDITIONAL SERVICES

§ 1.4.1 The Additional Services described under this Section 1.4 shall be provided by the Design/Builder and paid for by the Owner only if authorized or confirmed in writing by the Owner.

§ 1.4.2 Making revisions in the final, Owner-approved Design Development Documents, budget or other documents when such revisions are:

- 1.4.2.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program, Project schedule or Project budget;
- 1.4.2.2 due to material changes required as a result of the Owner's failure to render decisions within the time periods specified in this Part 1 Agreement.

ARTICLE 2 OWNER

§ 2.1 RESPONSIBILITIES

§ 2.1.1 The Owner shall provide supplemental information in a timely manner regarding changes in the requirements for the Project as described in **Exhibit A**.

§ 2.1.2 The Owner designates Jennifer McMaster or designee as its representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Design/Builder in order to avoid unreasonable delay in the orderly and sequential progress of the Design/Builder's services. The Owner may obtain independent review of the documents by a separate architect, engineer, contractor, or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Design/Builder's services.

§ 2.1.3 The Owner shall disclose, to the extent known to the Owner, the results and reports of prior tests, inspections or investigations conducted for the Project involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner shall disclose all information known to the Owner regarding the presence of pollutants at the Project's site.

§ 2.1.4 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Design/Builder's Applications for Payment, except in relation to any dispute between the parties.

§ 2.1.5 The Owner shall communicate with persons or entities employed or retained by the Design/Builder through the Design/Builder, unless otherwise directed by the Design/Builder.

§ 2.1.6 The Owner shall promptly obtain legal authorizations regarding site utilization where essential to the execution of the Owner's program.

§ 2.1.7 The Owner shall provide all necessary access to the project site, including any easements, land rights, or other land agreements.

ARTICLE 3 OWNERSHIP AND USE OF ELECTRONIC DATA AND DOCUMENTS

§ 3.1

§ 3.1.1 The Owner owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works created under this Part 1 Agreement and for which the Design/Builder has received Final Payment. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire".

§ 3.1.2 "Electronic Data" means any and all items resulting from the use of any software program stored in digital format on hard disks, floppy disks, zip drives, CD-ROM discs, magnetic tapes of all types and kinds, microfiche, punched cards, punched tape, computer chips (including but not limited to EPROM, PROM, ROM and RAM of any kind) or in any other vehicle for digital data storage or transmittal, including labels appended to or associated with any physical storage device associated with each original and each copy.

§ 3.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, created or originated by the Design/Builder, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract that are actually provided to the Owner as deliverables, that are deliverables in draft form or still "in-progress", or that are expected to become part of the deliverables. "Works" includes "Documents". "Documents" are comprised of written and electronic forms of deliverables created under the terms of this Part 1 Agreement, and of Electronic Data including the originals of any data or databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Design/Builder, its employees, agents or subcontractors, in the performance of services under the terms of this Part 1 Agreement.

§ 3.1.4 The Documents actually provided to the Owner as Deliverables, that are Deliverables in draft form or still "in-progress", or that are expected to become part of the Deliverables will be the exclusive property of the Owner upon payment in accordance with the provisions of this Part 1 Agreement, and all such Documents must be immediately provided to the Owner by the Design/Builder upon termination of this Part 1 Agreement or upon request. For Deliverables in draft form or still "in-progress", or that are expected to become part of the Deliverables, "Final Payment" means payment of the cost for the services provided to create the Documents to the then-current stage of completion. The Design/Builder assigns all right, title, and interest it may have in the Work to the Owner for which it has received Final Payment.

§ 3.1.5 The Design/Builder must, at the request of the Owner, execute all reasonable papers and perform all other reasonable acts necessary to transfer or record the Owner's ownership interest in the Documents. The Documents shall be submitted to the Owner, upon request, prior to the Owner making Final Payment to the Design/Builder.

§ 3.1.6 Documents in electronic form shall be provided to the Owner in both native format and PDF. The Design/Builder may retain copies of the Documents only for purposes of performance under the terms of this Part 1 Agreement and for its records as part of the Project file and may not use any such Documents for any other purposes without the prior written consent of the Owner except that the

Architect may reuse details and specifications contained in the Works and Documents which have been developed by the Architect as the Architect's standards for similar public projects.

§ 3.2 Whether or not the Part 2 Agreement is executed, the Owner shall have the right to use the drawings, specifications, and other documents and electronic data furnished by the Design/Builder without the written permission of the Design/Builder. Such use shall be at the Owner's risk.

ARTICLE 4 TIME

§ 4.1 Within ten (10) business days of execution of this Part 1 Agreement, the Design/Builder shall prepare a Project Schedule for the performance of the Basic Services, which shall not exceed the time limits contained in Exhibit A of this Part 1 Agreement; which allows for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project; and which shows completion of all services under this Part 1 Agreement within 14 months from the date of execution of this Part 1 Agreement, as provided in the Owner's Preliminary Project Schedule.

§ 4.2 If, as a result of Force Majeure, the Design/Builder's services under this Part 1 Agreement have not been completed within 14 months from the date of execution of this Part 1 Agreement, the parties shall mutually agree to either terminate this Part 1 Agreement or to execute a Change Order regarding changes in scope, schedule, and compensation, if any. Failure of the parties to execute a Change Order within ten (10) business days of the above-identified date shall result in automatic termination of this Part 1 Agreement.

§ 4.3 The Design/Builder shall immediately notify the Owner if it determines that it may not meet the 14-month Part 1 duration, and advise the Owner of actions it is and will undertake to complete the services within the project schedule so as to meet the 14 month deadline.

ARTICLE 5 PAYMENTS

§ 5.1 There will be no initial payment upon execution of this Part 1 Agreement.

§ 5.2 Payments for Basic Services, Additional Services, and Reimbursable Expenses provided for in this Part 1 Agreement shall be made monthly on the basis set forth in Article 7.

§ 5.3 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

§ 5.4 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 Design/Builder exceed the percentage of project completion, as determined by the Owner.

§ 5.5 Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

§ 5.6 Invoices shall show applicable Minnesota sales tax of 6.875% separately. Each invoice must include a progress report on achievement of project SBE and Workforce goals. No payment will be made until the invoice and progress report have been approved by the County.

§ 5.7 The Design/Builder may not submit invoices more than once a month.

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

§ 5.9 Surety Deposit Requirement for Non-Minnesota Construction Contractors

For any one contract where the anticipated contract value of the construction portion of the contract exceeds \$50,000, the department must withhold 8 percent from payments and send the money to the Minnesota Department of Revenue. The department will hold the funds as surety for the payment of state taxes

owed as a result of the contract. For more information about this law, including exceptions to the withholding requirement, visit the [MN Department of Revenue](#) or [Withholding Tax Fact Sheet 12 -- Surety Deposits for Non-Minnesota Construction Contractors](#).

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

ARTICLE 6 DISPUTE RESOLUTION – MEDIATION AND ARBITRATION

§ 6.1 Claims, disputes or other matters in question between the parties to this Part 1 Agreement arising out of or relating to this Part 1 Agreement or breach thereof may be subject to and decided by mediation or arbitration only if agreed to in writing by both parties.

ARTICLE 7 BASIS OF COMPENSATION

The Owner shall compensate the Design/Builder in accordance with Article 5, Payments, and the other provisions of this Part 1 Agreement as described below.

§7.1 COMPENSATION FOR BASIC SERVICES

§7.1.1 FOR PART 1 BASIC SERVICES, compensation shall be as follows:

The Owner shall pay the Design/Builder for services actually rendered on a time and materials basis, at the hourly rates set forth in **Exhibit C**, attached hereto and made a part of this Agreement, which are inclusive of expenses, at actual cost up to a maximum not to exceed sum of \$145,200 for Part 1 services with an assumed construction cost of \$2,365,000. Part 2 fees for the Design/Builder will be included in the GMP accepted by the Owner at the end of Part 1.

§ 7.1.2 PAYMENTS shall be as follows:

Invoices will be forwarded to the Owner by the 10th day of each month for services performed in the previous month. The Owner shall pay invoices (with no retainage), within thirty-five (35) calendar days of receipt of the invoice, provided, however, that the Owner's cumulative payments to the Design/Builder shall at no time exceed the percentage Project completion as determined by the Owner.

§ 7.2 COMPENSATION FOR ADDITIONAL SERVICES

§ 7.2.1 FOR ADDITIONAL SERVICES, compensation shall be as follows:

For Additional Services performed by the Design/Builder and its subcontractors, cost shall be calculated using the hourly rates listed in **Exhibit C**, plus reimbursable expenses at actual cost. The Design/Builder shall not perform Additional Services until the parties have executed a Change Order, including scope, schedule and compensation terms.

§ 7.3 REIMBURSABLE EXPENSES

§ 7.3.1 Part 1 fees shall include all reimbursable expenses.

§ 7.3.2 FOR REIMBURSABLE EXPENSES, compensation shall be a multiple of ONE (1.0) times the amounts expended.

§ 7.4 DIRECT PERSONNEL EXPENSE is defined as the direct salaries of personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, to include the following: employment taxes and other statutory employee benefits, employee specific insurance, pensions, and similar contributions and benefits. They shall be billed per the billing rates in Exhibit C. The parties acknowledge that the method by which the Design/Builder has established its billing rates for the listed job classifications is not subject to audit.

ARTICLE 8 OTHER CONDITIONS AND SERVICES

§ 8.1 The Basic Services to be performed under this Part 1 Agreement shall be commenced within ten (10) business days of final execution of this Part 1 Agreement, and, subject to authorized adjustments and to delays not caused by the Design/Builder, shall be completed in accordance with the provisions of § 4.1 of this Part 1 Agreement. If the Design/Builder believes that a delay by the Owner in making a timely decision will result in an extension to the Design/Builder's completion date, then the Design/Builder shall notify the Owner and the parties shall agree on the impact, if any, to the Design/Builder's completion date.

§ 8.2 See **Exhibit A** for the Owner's Scope of Work.

§ 8.3 The Owner's General Terms and Conditions are attached hereto and made a part of this Part 1 Agreement as **Exhibit D**.

§ 8.4 It is the intention of the parties to execute a Part 2 Agreement for Part 2 of this Project. However, if the parties are unable to agree on the Project scope and/or the Guaranteed Maximum Price for Part 2, the Owner reserves the right to terminate its relationship with the Design/Builder and seek an alternate relationship and/or seek alternate methods of construction. All documents, drawings, and specifications created under this Part 1 Agreement shall be the property of the Owner subject to the provisions of Article 3 of this Part 1 Agreement.

§ 8.5 The Owner and the Design/Builder will incorporate into the Part 2 Agreement activities regarding utilization of certified Small Business Enterprises and workforce diversity that build on the inclusiveness in contracting models developed and used on prior Owner projects, as a means of making a good faith effort towards achievement of the SBE utilization and labor goals determined pursuant to the provisions of paragraph 1.3.5 of this Part 1 Agreement.

§ 8.6 The Design/Builder will develop and incorporate into its services under this Part 1 Agreement sustainable architecture guidelines and specifications for Part 2 of the Project, subject to approval by the Owner.

§ 8.7 This Part 1 Agreement includes the following:

Exhibit A --Scope of Work (Excerpt from the Owner's Request for Proposals # PRMG0000024100 – Design Build Services for the Maplewood Library)

Exhibit B -- Design/Builder/Design Team Services (Excerpt from Design/Builder's proposal)

Exhibit C -- Billing Rate Schedule

Exhibit D -- General Terms and Conditions

§ 8.8 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.

Owner: Jennifer McMaster
Ramsey County Property Management
121 Seventh Place East, Suite 2200
Saint Paul, MN 55101

Design/Builder: Tim Clark
 AP Midwest, LLC
 5500 Wayzata Blvd, Suite 600
 Minneapolis, MN 55416

If the name and/or address of the above-identified representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

Exhibit A to the Part 1 Agreement

Scope of Work

(Excerpt from the Owner's RFP #PRMG000024100- Design Build Services for the Maplewood Library)

The Professional Design Services required in Phase 1 (“Design Phase”) include the following tasks:

- A. Development of a pre-design to investigate options for the Project and include incorporating service center functions into the existing library facility and/or an addition. Options may include reviewing existing space usage within the building as well as exploring options for a building addition. The pre-design will be developed with sufficient detail to establish a revised project budget for incorporating service center functions as well as including the scope of the library pre-design report completed in 2018.
- B. Verifying the Library remodeling scope identified in the Ramsey County Maplewood Public Library Pre-Design Report dated May 18, 2018 and revised December 26, 2018 and meeting with the Owner’s Project Team and other Library Staff as required in order to validate information included in the pre-design report.
- C. Conducting design work sessions with the Owner’s Project Team to review the scope of the Project with regard to function, size, and materials. Conducting design work sessions (team meetings) with Owner’s Project Team to review the Scope of the Project with regard to function, size and materials. Contractor to create a project schedule that includes team meetings and list of expected attendees in order to coordinate and review information presented at the meeting. Presentation materials for each meeting will be required to be available to the County's Project Manager for review before the scheduled meeting. The Contractor shall produce meeting minutes for each team meeting and distribute meeting minutes within 3 days of the meeting.
- D. Development of revised pre-design project budget that includes the service center and the library remodeling scope for the Owner's Project Team to review and provide direction on scope before starting Schematic Design ("SD") Phase services.
- E. Provide complete Schematic Design (“SD”) Phase services in accordance with Contract Schematic Design Phase requirements, attached hereto and made a part of this RFP including systems, as well as a cost estimate that shows compliance with the available budget. The Schematic Design Phase services will also include preparation of: building plans and elevations; material selections; civil, structural, mechanical and electrical system designs; interior design; furniture, fixtures, and equipment layouts; and voice/data and security system layouts.
- F. Providing Design Development (“DD”) Phase services based on the Owner approved schematic design package, including civil, structural, mechanical and high and low voltage electrical systems designs; and interior design services that select and specify fixtures, furniture and equipment as per the FF&E layouts developed in the Schematic Design Phase; a landscape design detailed with plant material and hard surface selections, and; voice/data and security systems design.
- G. Both design phase (SD & DD) deliverables must comply with all applicable federal, state, and local building codes, statutes, regulations, and requirements.
- H. Submitting progressively updated and refined estimates of the Cost of the Work to the Owner’s Project Team. These SD and DD estimates must be based on conceptual estimating techniques that are reliable enough to form the basis for subsequent design decisions. At each phase, the Contractor shall advise the Owner’s Project Team of any adjustments to previous cost estimates indicated by changes in Project requirements or general market

conditions. If at any time the Contractor's estimate of the Cost of the Work exceeds the Project's Budget, the Contractor shall make appropriate recommendations to the Owner's Project Team to adjust the Project's size and quality in order to keep the proposed Project within the stated Budget.

- I. Lead community engagement events in conjunction with the Owner's Project Team. The Contractor will be required to create content for the community engagement events as well as develop a strategy for the outreach. It is anticipated that the Contractor will be required to lead 3 events.
- J. Leading the County in the understanding and implementation of the Minnesota Sustainable Building Guidelines and the Minnesota SB2030 Energy Standard (<http://www.b3mn.org>). Energy modeling shall be included at each design phase to model the energy use in order to meet the sustainable building requirements.
- K. Coordinating geotechnical investigations, site surveys, and other testing and inspection of the site as necessary throughout this phase of the Project, if required.
- L. Assisting the Owner's Project Team in determining the most advantageous site development and construction sequencing process for the Project, if required.
- M. At the end of Phase I, providing the Owner's Project Team with a complete Part 2 Agreement including a GMP, based on the agreed-upon final design documents, the Project Budget, and Project Schedule.

Phase I Deliverables.

Produce a Phase I summary report for review by the Owners Project Team according to the Phase I Schedule. Provide individual print copies of the Phase I summary report for the Owner's Project Team members, along with a .pdf formatted copy for reproduction by the County, and an electronic copy that contains working versions of all text and graphic files, floor plans, spreadsheets, and related project information.

Upon acceptance by the County of the Construction Contractor's GMP and the project schedule, Phase II Services will include, but are not limited to:

- A. Assisting and participating with the Owner's Project Team in any approval processes required by the City of Maplewood, and other permitting agencies having jurisdiction over the building site.
- B. Providing coordination with the Owner's Project Team for all interior design services including interior finishes such as floor coverings, wall coverings, paint, millwork, and window coverings.
- C. Conducting design work sessions (team meetings) with Owner's Project Team to review the scope of the Project with regard to function, size and materials. Contractor to create a project schedule that includes team meetings and list of expected attendees in order to coordinate and review information presented at the meeting. Presentation materials for each meeting will be required to be available to the County's Project Manager for review before the scheduled meeting. The Contractor shall produce meeting minutes for each team meeting and distribute meeting minutes within 3 days of the meeting.
- D. Providing services to design and specify furnishings to be purchased by the Owner. This includes interior design services that select, specify and create biddable specifications for fixtures, furniture and equipment as per the FF&E layouts developed in the Design Development phase. Provide furniture installation administration in coordination with the Builder's Construction Schedule.
- E. Providing full and complete design services for telephone and data distribution systems, including assistive listening environments in large group meeting rooms, as well as code-compliant signage, directional signage, and all other signage for the library, including exterior directional and monument signage. Signage design shall incorporate Ramsey County Signage Standards.
- F. Preparing Construction Documents including working drawings and specifications setting forth and describing the construction work to be done, the materials to be used, and the work and equipment required. Construction Documents may be organized in multiple bid packets as agreed to by the Owner's Project Team, and will be provided on CAD (DWG or DXF

file format). These documents will be reproduced in hard copy for the Owner's reference as well as distributed electronically by the Construction Contractor.

- G. Working with the Owner's Project Team to identify potential Small Business Enterprise (SBE) subcontractors and suppliers, utilizing the certified small business (CERT) directory recognized by the County as the acceptable source for these subcontractors and suppliers; soliciting bids from identified CERT/ SBEs as subcontractors and suppliers; and submitting documentation of these efforts to the Owner prior to award of contracts to subcontractors and suppliers.
- H. Conducting construction bidding services on the biddable subcontractor services and supplies, as determined by the Owner. This task will include normalizing and comparing all bids. Bid opening(s) will be available to anyone desiring to attend, and shall be observed by a representative of the Owner.
- I. Providing construction administration services relating to schedule, cost, safety and quality control. Contractor to use the County's Project Management Software (PM Web) for construction management (submittals, RFIs, documentation, etc.).
- J. Documenting the actual utilization of CERT/SBEs as subcontractors and suppliers, and of minorities and women in the Project workforce toward achievement of the goals agreed to by the successful Proposer and the Owner, by reporting this information monthly to the Owner in a form to be determined by the Owner's Project Team.
- K. Documenting the payment of prevailing wage to all Project workforce subcontractors as required by the County, and achieved through the use of a bi-weekly reporting program such as LCP Tracker.
- L. Acquiring occupancy permits, completing punch-lists, providing warranties, proving maintenance manuals, and submitting Project record drawings and specifications to the County's Property Management Department in an electronic format in both native language (CAD) and PDF, as well as hard copy. Two (2) sets of as-built drawings in hard copy and one in electronic format will be required. Project closeout including electronic project record documentation.
- M. Submitting progressively updated and refined estimates of the Cost of the Work to the Owner's Project Team.
- N. Project closeout including electronic project record documentation per Ramsey County requirements.

Non-Agreement on GMP.

If the County and the Part 1 Agreement Contractor are unable to agree on the scope and cost for the Part 2 Agreement, the County reserves the right to terminate its relationship with the Contractor and seek an alternate relationship and/or seek alternate methods of construction.

Workforce Participation Goals

Workforce Participation Goals for the Project has been determined as 32% for minority, 20% for female, and 32% for CERT SBE.

County Information Services Approval and Coordination.

The Contractor and any subcontractors must coordinate and seek approval of all telecommunications and network requirements with Ramsey County Information Services prior to any purchase or installation/implementation of a technology solution as part of the project.

Exhibit B to the Part 1 Agreement

Design/Builder Services
(Excerpt from Design/Builder's proposal to Owner's RFP #PRMG0000024100 – Design Build
Services for the Maplewood Library)

TEAM APPROACH



The Maplewood Public Library is an important out-ward facing library that provides services to a wide-range of visitors and staff. The renovation of the Maplewood Library to address noise, finishes, sightlines, and security issues is an opportunity to showcase the services that this library provides. Providing a noise solution, updating the finishes, configuration, and security system will provide staff and patrons with an updated facility that is easy to use, comfortable, service-oriented, and more functional.

The HGA/AP team has a proven record of working collaboratively with Ramsey County to develop and deliver creative, highly functional, flexible library facilities. The AP construction team excels at working in the true design/build approach from the formative stages of a project, providing cost estimating, scheduling, constructability solutions, and suggesting and evaluating options for energy savings, construction details, or alternate finishes and products. Communication and integrating sustainability are key to this approach.

COMMUNICATION

Project Managers Zachary Hermer (AP) and Kate Lohrenz (HGA) will serve as the project team hub and will be responsible for distributing information and conveying expectations to the appropriate team members. They will work together throughout all phases of the project to ensure our team delivers on our promise and meets our obligations to you. Zachary and Kate will align design and construction needs in order to manage the project scope, schedule, and budget.

Kate will manage all communications between the design team and Ramsey County and Maplewood Library. She will keep the team moving toward common goals. Kate will organize standing design team meetings and provide project schedules to allow for you to plan which members of your team should attend meetings. The meetings will address design, functionality, sustainability, cost and schedule. Kate will be involved in all aspects of the project from inception to the one year warranty walk through.

INTEGRATING SUSTAINABILITY

HGA has extensive expertise with MSBG projects dating back to the pilot version of the rating system. We have successfully administered the MSBG on a variety of projects including the Minnesota State Capitol, the Minnesota Zoo, Hennepin County Library – Brooklyn Park and the Ramsey County Library in Shoreview.

The Minnesota Sustainable Building Guidelines emphasizes exceeding state energy code efficiency requirements in order to achieve the lowest possible energy lifetime costs while enhancing the health, well-being and productivity of the building occupants. HGA's interdisciplinary approach strives to integrate sustainable design, construction and operational strategies in our projects that align with our clients' mission and specific facility goals. Meetings in each phase of the programming, design and construction of the building will be dedicated to discussing and determining the best approach to specific B3/SB 2030 guidelines. Where quantifiable, we use metrics to establish these goals, communicate critical factors for success and track our progress towards these goals.

HGA's design professionals use leading edge analytical tools that integrate building performance modeling into the earliest design explorations. Our design process develops a series of sustainable strategies that are analyzed in detail, prioritized and integrated into the project for specific applicability, first cost, life-cycle cost, long-term environmental impact, energy conservation and pre-construction and post-construction commissioning.



Innovative strategies used in recent projects to achieve the SB 2030 goals include:

- High performance/code-enhanced wall, roof and glazing systems
- Underfloor air distribution
- Air handling units with energy recovery wheels and fan wall technology
- All LED lighting
- Daylighting studies paired with daylighting and dimming controls
- Building power density reductions 38% lower than code

COST ESTIMATING

Cost estimating and building design evolve hand in hand. Sustainable solutions are conceptually defined; aesthetic recommendations are made; implications of construction phasing are evaluated; and budget is managed. The HGA and AP team together to ensure project design and budget are in alignment with one another through each phase of the project.

AP has a dedicated cost estimating team that has access to the most current material and labor costs. This database of information, along with solid working relationships with suppliers and subcontractors, results in accurate cost estimating. In fact, our track record is bid costs within 2% of the cost estimate.

Complete, comprehensive, and accurate bid scopes lay the foundation for the most successful, cost effective project. If the preconstruction effort is done effectively, value engineering is not required. The goal is to generate a design and contract documents that meet the budget without having to implement cost cutting decisions late in the process.

Unlike traditional pricing packages that can have large swings in budget costs and require redesign after Value Engineering (VE) sessions, design-build gives new pricing continually which allows quicker decision making. The team works together to price in sections rather than waiting for design packages (SD, DD, etc.) to price.

The team can date pricing documents to meet contract requirements with this not affecting the project planning or movement if requested.

Well-executed design-build projects minimize change orders as pricing is developed concurrently with the design. Because budget and cost controls are integrated within the design process, the need for value engineering is eliminated.

Key subcontractors (such as MEP, exteriors, specialty systems, etc.) are engaged early to participate in design decisions and pricing exercises.

We conduct meetings, which bring together expert groups and owners, to understand how each decision impacts the overall budget. An example meeting for a mechanical unit discussion would include the end users, owner and mechanical engineer with our design-build team.

OVERALL PLANNING AND DESIGN

The renovation of the Ramsey County Maplewood Library provides the opportunity to attract more users and requires care in planning and design. We strive for a library experience that engages the customer's intellect, yet is easy to understand. While community needs and technologies change, the library remains a social and multicultural place to meet, where diverse minds come together in search of knowledge and information. We believe successful library planning should bring financial, cultural, community, and intellectual benefits. The right approach enables optimum use of space and financial resources and provides flexibility to accommodate change. When building modifications are developed through the right process, transformation can be achieved, and consensus can be reached. A general description of our approach follows.

IMMERSE | PRE-DESIGN

An immersive design process begins with a design team who truly listens and develops a sincere understanding of the community and library needs. We will ask the difficult questions about the existing building design and pre-design study to confirm the requirements and address additional needs that have been made apparent over the past year of COVID 19 disruptions. While the original building was designed by HGA, the new team members will bring fresh eyes and expertise to evaluate the existing space and needs. The resulting updated Pre-Design Report then serves as the framework for the remainder of the project. How the physical Library will reflect user-centered goals is yet to be discovered. A thorough and collaborative information gathering process is the essential first step.



Pre-Design Report Verification

After reviewing the 2018 Pre Design report, our team has begun to identify questions we seek to answer. We will work with you to review and validate all aspects of the previous report to ensure the new library design meets the current needs of staff and the community.

1. What are the vision and goals for the future? How have they shifted due to COVID 19? How have they remained the same?
2. How will we solve acoustic concerns? How will the proposed solutions noted in the study enhance or alter the characteristics of the building? How will solutions impact the existing building systems such as sprinkler layouts, mechanical systems and lighting? What are the alternatives and what are the costs?
3. How is space allocated? Are the adjacencies established in the pre design report still applicable today? Is there anything missing? How is the old cafe space best utilized? How does moving the RFID scanners impact the use of the lobby and security into the building?
4. How can we improve the experience of library staff? Is the back of house workspace comfortable? Are modifications for sound control, such as separation of the AMH needed?
5. How will staff be distributed throughout the library? Are proposed sightlines from service desks unobstructed and adequate? Will staff consider mobility?
6. Creating a solution for bird safety is an important part of the renovation. HGA can provide options and bring ideas from bird specialists such as Birdmaster for a location like this where glass is in a nature setting.

These big questions demonstrate the ability of the HGA team to get to the root of the issues early in the process. Through collaborative planning, with an open mind and a deep commitment to change - answers to these big questions will be discovered.



ENGAGE | SCHEMATIC DESIGN

HGA uses an innovative planning process to engage library staff and stakeholders to think about and plan for tomorrow, while developing actionable strategies that can be implemented today. We facilitate regular planning meetings with staff and leadership to understand current needs and build consensus around new ideas. The resulting agreed upon plans and concepts will represent the consensus of your staff and stakeholders around the priorities and future of library service for Maplewood.

Engaging the community in the design process is also essential to the process; community member's lives are directly impacted by the library design. We will work with Ramsey County and Ramsey County Library representatives to tailor an appropriate and constructive approach for community engagement specific to the needs of this project. Some of the engagement strategies may include:

- Visioning sessions: to dream about the future together
- Project updates: to keep the community informed on progress, process, and schedule
- Focus groups: to increase interactive dialogue among select constituents
- Open forums: carefully planned and facilitated to provide a space for feedback
- Web-based surveys: This tool can be very constructive for focused groups.
- Questionnaires for target audiences: to collect specific data and measure opinion on broad topics

Together, after much analysis, imagery and imagination, a consensus-based solution will emerge. This solution will not reflect HGA's vision – it will reflect the unified Vision and Goals of the Ramsey County Library and the Maplewood community. It will clearly represent a path to the future! This is something to Celebrate!

SYNTHESIZE & REFINE | DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

Comparative Planning

Through a series of detailed planning studies, HGA will work side by side with the library, to rethink public and staff spaces and all services within the building; Each option bringing with it new opportunities for transformation. HGA will use an evaluation matrix to aid in reaching a consensus around the selection of a preferred option for further refinement. The most challenging and exciting building to transform is an existing building!

Staff Efficiency

Even at a conceptual planning level, HGA applies lean, linear thinking to our library planning which results in staff efficient and user friendly libraries. We look for efficiencies, observe existing patterns of material handling and staff movement and suggest efficiencies based on metrics and best practices.

Design Development

Through the Design Development phase, staff efficiency and other issues will be further developed through comparative planning. Weekly meetings will be held to advance floor plans, design details, and product selections to a GMP level of detail.

Construction Documents

During the CD phase, the GMP set will be further developed into documents for construction. Bi-weekly meetings will be held to coordinate with Ramsey County and Library representatives. Systems, such as low voltage, will be integrated into the set of documents, and coordination meetings with the Authority Having Jurisdiction (plan reviewer) will be held. Sets of construction packages will be issued in coordination with the construction phasing plan.

Additional Considerations

Throughout the design process, the HGA/AP team will look for opportunities to expedite the construction process while providing an innovative library. One possible opportunity would be to utilize an acoustic system that will not impact the sprinkler system, which reduces cost and overall schedule. DIRT walls can, also, be utilized to help mitigate noise and dust issues while providing a flexible system that could be changed in the future. These panels have been utilized for the Library Administration offices at the Shoreview Library and Ramsey County Managers Office.

CONSTRUCTION

The HGA/AP team has a proven record of delivering successful construction projects together. Our goals for the Maplewood Library Renovation project are to complete the renovation at the project budget, utilizing small and disadvantaged businesses and meeting goals, with zero injuries, in time for a Grand Opening in March 2024

Managing the contingency is an important part of the design/build team's role in maximizing value to budget. As a team, our task is to manage the construction budget while ensuring the design intent is met and the scope of work is completed at the GMP. Should there be savings in the contingency, we understand the desire is to use these funds for features that the community desires in the new library. We will monitor the contingency, and if possible, release excess funds during the construction. We will also discuss early in the project, alternates and features that could be added later if funds become available. Typical later additions could be; additional landscaping, additional cabinetry, enhanced finishes or furniture upgrades.

On a continual basis as the design progresses, we will estimate options and impacts on the project budget and provide accurate cost information so the library can make timely decisions to keep the project in budget.

AP will create interest in this project with the subcontracting community and suppliers. We will specifically work to generate interest with small and disadvantaged businesses. Our efforts will begin by getting preliminary pricing from these targeted subcontractors and continue with easy access to the construction documents for bidding, clear and understandable bid packages, and meetings and site visits to answer any questions. With these job specific efforts, along with our corporate efforts, we are confident the project subcontracting goals can be met or exceeded. We will also make sure our bidding subcontractors comply with the Responsible Contractor requirements.

Safety is important to our team. AP's proven processes of training, awareness, and task planning with safety in mind, have produced excellent safety results. This project will be completely enclosed by a fenced boundary and hard hats, safety glasses and gloves will be required to be worn by all inside the gate. All construction employees will have a safety orientation prior to beginning any work. Keeping the public and construction workers safe is our top priority.

During construction, we will hold weekly owner, architect and contractor meetings to monitor project risks, budget and schedule. These weekly meetings facilitate communication between all parties and create a forum for good problem solving, communication and team alignment. Workforce utilization will be discussed at these weekly meetings.

AP has successfully negotiated PLA agreements with both St. Paul and Minneapolis local trade unions. We do not anticipate any issues with obtaining an agreement for this project. We also have experience with the new requirement for Responsible Contractor Verification and Certification of Compliance. We have included the required prime contractor certification with this response. As design is completed, work is bid, and construction subcontracts are awarded, we will verify their compliance and submit their names on the forms provided with this solicitation.

Phased Construction

AP has extensive experience performing phased construction. During phased construction, it is imperative that during phased construction, open communication will be essential to the project's success. Throughout the construction process, the AP/HGA team will be continuous communication with Ramsey County to assure that the overall vision is understood. When moving to different phases, the previous will be completed entirely to assure safety and functionality for the end user.

Phase 1 will include a more invasive process with implementing a new acoustical ceiling treatment, reconfiguring collections, replacing carpeting, installing additional walls, and relocating power and data.





WORKING ON AN EXISTING SITE

Our teams often work in busy settings with little or no area to store or stage materials. We have developed strategies that allow us to work efficiently in this scenario. More importantly, through good planning, we can work in this type of environment without disruption.

We will:

- Coordinate and schedule all deliveries minimizing potential disruption while moving materials and taking deliveries.
- Plan on-time deliveries, or deliverers we meet at the loading dock and move directly to the site.
- Cleanliness is important when transferring materials through an existing space, we will use sticky mats inside doors, and wipe cart tires before exiting the construction zone and entering public space.

We have found several methods for successful communication. During the Shoreview Library project, the project managers from HGA, AP Ramsey County and Ramsey County Library held a weekly half hour phone call to check in and discuss the activities for the up-coming week. This short touch base kept everyone on track and moving forward together.

CELEBRATE

After the punchlist is complete, we'll resolve any other outstanding items, submit O & M facilities manuals for all updated systems, coordinate with the library staff for move-in, and work with you to prepare for the grand re-opening event for the public! Time to celebrate!

A. TEAM EXPERIENCE



The team of AP and HGA has proven to be effective with experience designing and building successful community and library projects. The team prides itself as working cohesively with you to truly listen and translate what we hear into spaces that best support your requirements. Many of our recent team collaborations include areas for gathering, connecting, and educating.

Our team has been involved with projects that build on strong traditions. In addition to our collaboration with you at Ramsey County Library in Maplewood, New Brighton and Shoreview, we have completed new construction projects at the Golden Valley Brookview Community Center, Nelson Cultural Center at American Swedish Institute in Minneapolis, Grace Church in Eden Prairie, and the Minnesota BioBusiness Center in Rochester. The Brookview Community Center provides a welcoming array of activities and community space for the neighboring community. The Nelson Cultural Center at the American Swedish Institute creates comfortable gathering and community spaces while respecting the existing historic character of the neighboring Turnblad mansion. Grace Church and Chapel provide a myriad of different sacred spaces for worship, education and fellowship. The Minnesota BioBusiness Center is home to both established research institutions such as the Mayo Foundation for Medical Education and Research and a space to nurture small start-up biotech companies.

Our shared firm resume is long-standing. Our team has been working together collaboratively for many years on projects including the Orville Freeman Building in Saint Paul and the Fair Arts School in Crystal.

We believe in true team collaboration with the owner and users to create cost effective design solutions. We believe in a "hands on" approach and a strong commitment to our clients. The team of AP/HGA offers a proven track record of delivering projects with a fresh design spirit efficiently executed, and within budget in the design/build format.

"Susan and I wanted to tell you how impressed we were with the level of detail, and the professionalism in HGA's design presentation. It was way beyond my expectations, and the contractor expressed how happy he was with the detail that went into this design development set. This will translate into better, more complete pricing for the Shoreview Library."

- Bruce Thompson, Former Director Ramsey County Property Management
Susan Nemitz, Former Director Ramsey County Library

HGA ARCHITECTS AND ENGINEERS

HGA is an interdisciplinary design firm committed to making a positive, lasting impact for our clients and communities through research-based, holistic solutions.

With over 920 architects, engineers, interior designers, planners, researchers, and strategists, HGA has built a network of expertise and a culture of knowledge-sharing to address the increasing complexities faced by our clients. With a history of working as an interdisciplinary practice, we have developed a truly integrated approach that yields inventive, efficient, and humane responses to the profound challenges of our time.

Founded in Minneapolis in 1953, HGA now has 11 locations coast to coast: Boston, MA; Washington, DC; Alexandria, VA; Madison and Milwaukee, WI; Minneapolis and Rochester, MN; and Los Angeles, Sacramento, San Francisco, and San Jose, CA. HGA's approach is based on an integrated team of architects, engineers, interior designers and specialty disciplines that work in concert, across all office locations, to provide integrated design solutions. Our work is built upon a foundation of deep, penetrating insight into client needs. To develop that insight, our process includes exploring broad social and technological developments, evidence-based design research, researching market-specific challenges, delving deeply into our client's organizations, and employing a host of tools to understand what is critical to the quality of our work with each client. Upon this foundation of fresh understanding, we help clients create purposeful design with an enduring impact.



HGA offers a full complement of architecture, engineering, planning and design services. Within our organization, we have the expertise to address any issue that may come up during the Maplewood Library Renovation project. All of these in-house resources are available to be seamlessly integrated into your design process if needed. We are proud of the truly integrated services that we offer and the value it can bring to Ramsey County.

- A/V, Telecomm and Security
- ADA Studies/ADA Compliance
- Building Code Analysis
- CAD-generated Facility Drawing Coordination
- Civil Engineering
- Construction Administration
- Feasibility Studies
- Life-Cycle Cost Analysis
- Management Documentation
- Model Building and Animation
- Physical Model Building
- Process Management / Lean Thinking
- Programming
- Regulatory Compliance Reviews
- Site Assessments
- Structural Engineering
- Sustainability Coordination: Minnesota Sustainable Building Guidelines (B3) and LEED
- Urban Planning and Landscape Architecture

118 Architecture 29 Interior Design 33 Mechanical Engineering 33 Electrical Engineering 21 Structural Engineering 04 Civil Engineering 04 Landscape Architecture 01 Design Insight/Research 04 Specifications 03 Cost Estimating 04 Sustainability Specialist 60 Administrative 13 Computer (IT) 327 Total Minneapolis 920 Total Firm 168 LEED Accredited Professionals

BUILDING TRUST. COMMUNITIES. PEOPLE.

Founded in 1946, AP has adapted and grown to become one of the leading construction management and contracting firms in the U.S. Our dedication to clients, communities, and employees, along with a commitment to core values, quality, innovation, and strong business relationships, has allowed us to become a leader in the industry and a dependable partner.

We have distinctive experience and expertise that our clients have come to appreciate and value, and we continue to invest in new systems and technology to provide better service, become more efficient and improve overall quality. This year AP will commemorate its long legacy and celebrate the employees and industry partners who have made the company what it is today!

Outperform: Our commitment to your satisfaction extends beyond building a structure. We will collaborate with you every step of the way to fully understand your goals and ensure your vision is never lost.

Reputation: 75 successful years in business, has taught us the importance of long-term relationships with clients and with our subs. We maintain relationships with top-tier trade partners and industry partners which translates to better teams, better schedules, and better quality for your project.

Culture: AP's culture is truly unique and is built on an unwavering dedication to our clients and our employees. Most simply, we build strong teams which build great projects.

Expertise: AP has built millions of square feet of public and private project throughout the nation. Our innovative team members specialize in creating energy efficient and sustainable workplaces that not only support enhanced work environments, but also allow our corporate clients to reduce their facility operating costs.

Talent: Our team has proven to be an effective team working on similar projects at Ramsy County, and we are prepared to deliver the same team for your project.

Top Resources: AP has reliable equipment, sound financial resources, the newest technologies and access to the best trade partners and vendors to ensure a successful project.

Sustainability: Green building is ingrained in our culture. With 140+ LEED® (Leadership in Energy and Environmental Design) Professionals on staff, we understand the impact of construction and how to build responsibly to meet your sustainability goals.

18 Accounting 6 Administrative 14 Assistant Project Managers 3 BIM 8 Business Development 9 Estimating 12 Information Technology 18 Marketing 13 Principal 3 Preconstruction 67 Project Coordinators 29 Project Managers 8 Safety 16 Senior Management 80 Superintendent 34 Assistant Superintendent 53 Field Engineer 21 Intern 236 Trades (changes daily) 4 Warehouse 27 other 679 Employees Firm wide

Cost and Value Analysis: We will partner with you to find solutions to save money over time by presenting options to help guide wise project decisions.

As your general contractor, our role is to manage overall project success and our focus will be on achieving the results you hired us to accomplish. To do this, we have a wide range of duties and responsibilities that entail hard work and thorough review. These include:

- Serving as the main point of contact for both the Ramsey County Libraries and HGA
- Providing Ramsey County with VE ideas, constructability solutions and practices, sustainability options and objectives to mitigate potential design conflicts or issues
- Providing open-book cost options
- Managing permits, inspections, and warranties
- Coordinating and selecting trade bids and trade partners
- Providing BIM and 3D services as needed
- Leading meetings and providing effective communications to the entire team throughout the project
- Creating and supporting long-term and short-term schedules
- Managing trade partners to ensure quality and safety
- Ensuring public safety from construction and providing traffic re-routes/wayfinding as needed
- Managing day-to-day construction activity and ensuring on-time and on-budget construction
- Providing necessary materials, equipment and skilled labor
- Working with local utility entities
- Disposing/Recycling construction waste and ensuring a clean construction site
- Providing public communications for construction activity

SUSTAINABILITY PHILOSOPHY

Enduring structures are the foundation of sustainability. Working in a collaborative manner, we will find sustainable building features that meet both your project goals and long-term needs. Our approach is to work with you and the design team to find the best solutions to reduce energy consumption, decrease environmental impacts and support the long-term visions of your building. By balancing your project ambitions with the project budget and schedule, our expert team will bring forth innovative ideas that are feasible for the construction of your building so appropriate design opportunities can be realized. In addition, our team will work with you to understand the maintenance needs and the long-term.

We understand the impact construction has on the environment and are on the forefront of responsible building with over 140 LEED® Leadership in Energy and Environmental Design) Accredited Professionals on staff. We are an active member of the USGBC (U.S. Green Building Council), are ranked among the top Green Builders by Engineering News Record and have built some of the most recognizable sustainable projects in the country.

Since the inception of Minnesota's sustainability guidelines B3, AP has overseen construction of over 30 projects. We are familiar with this performance based rating system and the contractor's role in reaching these requirements. Our firm has also built many projects with SB2030 requirements.

MINNESOTA B3 GUIDELINES AND SB2030

Our proposed team has experience and has achieved success using the Minnesota B3 Guidelines. Since the inception of Minnesota's sustainability guidelines B3, AP has overseen construction of over 30 projects. We are familiar with this performance based rating system and the contractor's role in reaching these requirements. Our firm has also built many projects with SB2030 requirements.

HGA has a long history of working with the MN B3 Guidelines from its earliest inception in the late 1990s through today's current version. Our approach to the Maplewood Library project will be to work closely with the County to meet the MN B3 including SB2030 requirements and sustainability goals for this project. Through communications with the State of Minnesota, we understand that the County will be the administrator of the MN B3 and SB2030. As such, we will meet with them early to discuss the B3 and SB2030 goals and expectations of this project.

HGA has successfully administered 15 B3 projects using the State of Minnesota Sustainable Building Guidelines on a variety of project types from libraries, University of Minnesota, MINSCU and MN Zoo projects for both new and renovation projects. We have used the guidelines on projects that have required B3 because of state funding as well as projects that have complied voluntarily.



PROJECT WORKPLAN

PHASE I		
IMMERSE PRE-DESIGN	ENGAGE SCHEMATIC DESIGN	SYNTHESIZE DESIGN DEVELOPMENT
OCT. 2021 - MAR. 2022	MAR. 2022 - JUN. 2022	JUN. 2022 - SEP. 2022
<p>Milestones Project Kick Off Meeting - October 12, 2021 Draft Pre-Design Report - December 17, 2021 Community Engagement Event #1 - DATE Final Pre-Design Report - February 10, 2022 Project Scope Determination - March 3, 2022</p> <p>Tasks</p> <ul style="list-style-type: none"> Team member introductions Discuss budget and schedule goals Review Project Scope Determine communication and decisions protocol Project Success Factors Visioning Exercise & discussion of 2018 Pre Design Report <p>Site Investigation: Our team will gather information and learn about the existing building to assess building systems and to inform planning and design decisions. We will do this through:</p> <ul style="list-style-type: none"> Site Visits Review existing building drawings Code Review Site Analysis: review architecture, mechanical, plumbing, electrical, and lighting systems <p>Work Sessions: We will conduct weekly work sessions with the Owner to review project development. Topics will include:</p> <ul style="list-style-type: none"> Review, validate and revise existing Pre-Design Report Study options for incorporation of Service Center; analyze use of existing space and study options for building addition Project budget 	<p>Milestones Schematic Design Review Set (95%) - May 13 Issue Schematic Design - May 27 Updated Cost Estimate - June 10 Community Engagement Event #2 - TBD</p> <p>Tasks Work Sessions: We will conduct weekly work sessions with the Owner to review project development. Topics will include:</p> <ul style="list-style-type: none"> Preliminary floor plan options including Furniture Acoustic analysis and options for controlling sound within the library. Investigation of products or systems to provide best value while meeting project goals. Examples include: DIRT walls to separate space vs. other systems and options for sound absorption at ceiling. Development of design concepts for interior spaces and potential building addition through material selections, elevations and 3D visualizations. Site concept development for potential building addition including Civil engineering. Development of building systems: mechanical, plumbing, electrical, lighting, audio-visual. <p>SD Review Set: As a team we will review the schematic design documents to confirm all aspects of development.</p> <p>Estimate Project Costs: Our team will estimate project costs and if needed align the design with the budget through careful determination of how the design can be optimized for value.</p>	<p>Milestones Design Development Review Set (95%) - Aug. 12 Issue Design Development - September 2 Updated Cost Estimate - September 16 Community Engagement Event #3 - TBD Phase I Approval and GMP Set - September 30</p> <p>Tasks Work Sessions: We will conduct weekly work sessions with the Owner to review project development. Topics will include: Revised floor plans that integrate Owner feedback; Development of design details, product selections and material selections; Development of furniture, fixtures and equipment selections; Development of site concepts including landscape and plantings; Development of building systems: mechanical, plumbing, electrical, lighting, audio-visual.</p> <p>DD Review (Phase I Review): As a team we will review all Phase I documents to confirm project requirements and obtain Phase I Approval</p> <p>Set GMP: The Guaranteed Maximum Price will be set for the project at the end of this phase.</p> <p>Deliverables</p> <ul style="list-style-type: none"> Design Development Documents Updated Cost Estimate Updated Project Schedule Phase I Summary Report Energy Modeling <p>PHASE I KEY PROJECT STAFF</p> <p>Zach Hermer - Est. involvement As needed% John Huyett - Est. involvement 20% David Grandstaff - Est. involvement 50% Zach Shanely - Est. involvement 10% Tim Clark - As needed Kate Lohrenz - Est. involvement 50% Erica Fredericksen - Est. involvement 50% Jason Vanselow - Est. involvement 50% Amanda Henderson - Est. involvement 75%</p> <p>Engineering Disciplines - Engineering team members will each have a time commitment of 20%-50% throughout the design process. During the Pre Design phase, team members will be included as needed to complete building studies and site evaluation. The actual time commitment needed for each team member will be established as Pre Design progresses and the project scope is determined.</p>
<p>Deliverables</p> <ul style="list-style-type: none"> Project Schedule Design meeting schedule Overall project/construction schedule Updated Pre Design Report Revised Pre Design project budget 	<p>Deliverables</p> <ul style="list-style-type: none"> Schematic Design Documents Schematic level plans Interior Elevations Material Selections Building Systems development Updated Cost Estimate Updated Project Schedule Energy Modeling 	

PHASE II		
REFINE CONSTRUCTION DOCS	CREATE CONSTRUCTION	CELEBRATE
OCT. 2022 - MAR. 2023	APR. 2023 - DEC 2023	DECEMBER 2023
<p>Milestones OD Progress Set (50%) - December 2023 Meet with AHJ - January 2023 OD Review Set (95%) - February 2023 Issue Construction Documents - March 2023</p> <p>Tasks Work Sessions: We will conduct weekly work sessions with the Owner to review project development. Topics will include: Review of floor plans and interior elevations; Review of architectural design, details and specifications including door hardware, material selections and product selections.; Final selections and coordination for interior design including finishes, millwork, window coverings, etc.; Approval of furniture, fixtures and equipment selections and layouts; Finalization of site improvements or modifications; Finalization of building systems: mechanical, plumbing, electrical, lighting, audiovisual.</p> <p>AHJ Approval: Our team will work with the City of Maplewood or other permitting agencies having jurisdiction over the building site to coordinate and facilitate the permitting process.</p> <p>Quality Assurance: Our team will conduct an internal review of the documents to ensure document and code standards are met.</p> <p>Owner Review Set: We will discuss final Owner review comments for incorporation into the ODs, review any alternates, and discuss the bidding process</p> <p>Estimate Project Costs: Our team will estimate project costs and if needed align the design with</p>	<p>Milestones Bidding & Project Approvals - April 2023 Construction - Dates from A&P Move in - Dates from A&P</p> <p>Tasks</p> <ul style="list-style-type: none"> • Progress Meetings. • Coordinate Communication between trade partners. • Build per contract documents. • Implement Production Phase of Quality Management Plan. • Assure project site stays safe and clean. 	<p>Milestones Construction Complete & Grand Re-Opening - December 2023</p> <p>Task Complete project closeout documents After the punchlist is complete, we'll resolve any other outstanding items, submit O & M facilities manuals for all updated systems, coordinate with the library staff for move-in, and work with you to prepare for the grand re-opening event for the public!</p>
<p>Deliverables</p> <ul style="list-style-type: none"> • Construction Documents • Working drawings • Specifications • Updated Cost Estimate • Updated Project Schedule • Energy Modeling 	<p>Deliverables</p> <ul style="list-style-type: none"> • Meeting minutes • RFI's • Submittals • Inspections • Tests 	<p>Deliverables</p> <ul style="list-style-type: none"> • Project close out documents
		<p>PHASE II KEY PROJECT STAFF Zach Hermer - Est. involvement 50% John Huyett - Est. involvement 10% David Grandstaff - Est. involvement 0% Zach Shanely - Est. involvement 100% Tim Clark - As needed Kate Lohrenz - Est. involvement 50% Erica Frederiksen - Est. involvement 50% Jason Vanselow - Est. involvement 50% Amanda Henderson - Est. involvement 75%</p> <p>Engineering Disciplines - Engineering team members will each have a time commitment of 20%-50% throughout the design process. During the Pre Design phase, team members will be included as needed to complete building studies and site evaluation. The actual time commitment needed for each team member will be established as Pre Design progresses and the project scope is determined.</p>

*The AP/HGA team would like to discuss with you efficiencies to shorten the time frames needed per phase, which could result in an earlier move-in date, and potential cost savings.

DIVERSE WORKFORCE



COMMITMENT TO RECRUIT

AP has done local hiring, sponsored apprenticeship opportunities with the unions and also been involved in youth enrichment programs to increase our workforce participation.

- Apprenticeship Programs/Youth Enrichment Programs
- Carpenters Apprenticeship Training Program
- Cement Finisher Apprenticeship Training Program
- Laborers Apprenticeship Training Program
- LEAP (Labor Education Advancement Program)

As a union contractor, AP is actively engaged in a variety of apprenticeship programs. In addition to working with multiple unions (all of which are all active members in the Minnesota Department of Labor and Industry's Approved Apprenticeship Program), AP also plans to collaborate and solicit employment through several training organizations to help draw minorities into the trades.

- Summit Academy
- Saint Paul Technical College
- Goodwill Easter Seals
- Construction Career Training Program (CCTP)

AP also recruits employees from colleges, universities and trade schools where we encourage and educate women and minority students on the benefits of

a career in the construction industry. AP has held a seat on the Construction Management Advisory Board for Mankato State University and the University of Minnesota.

AP agreed to be a sponsor for the Carpenters Union when they were applying for a grant for a pre-apprentice training program for women.

Recently an AP minority carpenter completed all of the supervisory training classes given through the AGC of Minnesota. Upon his completion of these classes, AP gave him more responsibilities at one of our major project sites.

AP allows staff to volunteer during work hours at the Construct Tomorrow Events that have been held for high school students throughout the Twin Cities and Rochester. More than half of these students attending these events have been minority or female. AP recently became an annual sponsor of this program.

DIVERSITY AND INCLUSION

While HGA is not a certified diverse-owned business, we are committed to diversity within our workplace and through partnerships on our projects. It is the firm's vision to be a thriving, positive environment where employees are proud to work, diversity is celebrated and all are treated with respect. We hold that same vision for our projects and for the communities in which we work. We proactively seek opportunities to fulfill this vision through each project opportunity.

COMMITMENT TO INCREASED EQUITY

HGA is committed to increased equity in the economy, both within our own practice and in partnerships on our projects. We strive to foster lasting relationships with quality small firms owned by those from under-represented backgrounds, with the goal of providing mentorship and financial growth so that they—and our profession—emerge stronger.

Over the past few years we have been working to foster a more equitable culture at HGA, most recently working with an outside consultant to help us effectively implement what we believe. Equity is integral to living our values, to achieving our strategic goals, and to leading as a 21st century design firm. As part of our equity work, we've made steps toward understanding and educating ourselves on what we must do to attract and retain talent with diverse perspectives.

In 2019, all employees were invited to various training sessions on how to live our values in the workplace. Each office is continuing this work on a monthly basis to create equity as part of the culture at HGA. This has been a financial time investment with the hope that all feel welcomed to be themselves.

We are beginning to use that awareness to challenge certain long-standing beliefs and standards, looking at HGA's world through an equity lens. Recently, we have completed the following initiatives to improve equity.

- Performed equal pay audit and compensation review
- Held two rounds of gender equity training with Dr. Heather Hackman for 73 firm leaders as well as five training sessions for the entire staff.
- Formed a firm-wide Equity Task Force, made up of alumni of the equity training, to help firm leadership determine next steps.
- Currently building office-based task forces (open to all) to create goals and activities for each office, including additional training.

TRACKING RESULTS

As decisions are made to contract with consultants we will update the diversity participation log to track our progress toward the goals. The following is a description of the types of formal records that will be maintained regarding the requirements and goals of Sub-Contracting Plans, including HGA's efforts to locate Small Business Concerns and award subcontracts to them.

The records shall include the following (on a firm-wide basis, unless otherwise indicated):

1. Source lists (e.g., CCR), guides, and other data that identify Small Business Concerns.
2. Organizations contacted in an attempt to locate sources that are Small Business Concerns.
3. Records of outreach efforts to contact
 - a. Trade associations and business development organizations;
 - b. Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and Veterans service organizations.
4. Records of internal guidance and encouragement provided to HGA staff through:
 - a. Workshops, seminars, training, etc.; and
 - b. Monitoring performance to evaluate compliance with the program's requirements.









CONTRACTING AND PROCUREMENT SPEND PERCENTAGE

In 2020, HGA paid 452 consultants a total of \$41M. 131, or 29%, of those vendors were small, diverse, or disadvantaged businesses. Fees paid to those consultants totaled approximately \$13.5M, or 33% of the total paid to consultants.

BUSINESS DESIGNATION, FEES PAID (\$ AND %)	TOP 3
WOMAN OWNED \$685,551 1.7%	Snow Kreilich Architects Inc. Horton Lees Brogden Lighting Design Patricia Hord Graphik Design
MINORITY OWNED \$936,933 2.3%	Desman, Inc. ME Engineers, Inc. Oneida Total Integrated Enterprises, LLC
VETERAN/SERVICE DISABLED VETERAN \$986,777 2.4%	Mark G. Anderson Consultants William H. Gordon Associates, Inc. McKay Conant Hoover, Inc.
SMALL/SMALL DISADVANTAGED 11,549,765 28.2%	Mazzetti, Inc. Dunham Associates, Inc. Champlin/Haupt Architects, Inc.

SUPPLIER DIVERSITY PROGRAM

At HGA, we have a designated Small Business Liaisons Officer (SBLO) that is the primary person responsible for the review and implementation of the following activities relating to Small Businesses and Subcontracting plans on behalf of HGA. The activities described below are on-going, happening behind the scenes to ensure we have a good network of potential consultants to work with. In addition, we have a long history of successful relationships with SMWDBE consultants that we can draw from as candidates for your project. The following is a summary of the documentation steps we take to meet project diversity participation goals:

-  Identify and select specific items of the project for which a sub-contract could be awarded to be performed by diversity sub-contractors to provide an opportunity for participation by those enterprises.
-  Advertise, not less than 10 calendar days before the date proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the client for diversity sub-contractors that are interested in participating in the project.
-  Provide written notice of his or her interest in proposing on the project to certified diversity sub-contractors not less than 10 calendar days prior to the submittal of proposals.
(This paragraph applies only if the client gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.)
-  Follow up initial solicitations of interest by contacting the diversity sub-contractors to determine with certainty whether the diversity sub-contractors were interested in performing specific items of the project.
-  Provide interested diversity sub-contractors with information about the project and requirements for selected sub-consultants.
-  Request assistance from minority and women community organizations; minority and women contractor groups; local, state, or Federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available.
-  Negotiate in good faith with the diversity sub-contractors, and not unjustifiably reject as unsatisfactory proposals prepared by any diversity sub-contractors.
-  Where applicable, the proposer advises and makes efforts to assist interested diversity sub-contractors in obtaining bonds, lines of credit, or insurance required by these contract documents.

CERT PARTICIPATION UTILIZATION

AP'S DISADVANTAGED BUSINESS PARTICIPATION (CERT SBE)

AP takes an all-inclusive approach to obtaining disadvantaged business participation on all our projects. This is accomplished by the following: The IPD approach involves all team members forming a partnership in a collaborative process of planning and developing the parameters of the project, with open lines of communication regarding the budget, as well as the project schedule, risks to the project, site logistics, communication plans and any early procurement requirements.

It is critical to establish early in design a realistic cost model budget that is based on accurate data. We will quantify to the greatest extent possible our initial cost model.

Our Subcontractor Coordinator will research the Central CERT program list to identify potential subcontractors and suppliers to include during our solicitation process.

Project notices will be sent to various industry organizations that assist DBE subcontractors and suppliers such as the Association of Women Contractors (AWC) and the National Association of Minority Contractors (NAMC), to inform their members of the project.

Advertising solicitation requests for diverse business proposals in various industry builder's exchanges and circulations. This request will also serve as notification of the project goals to all interested subcontractors and suppliers and that we expect them to participate in achieving these goals.

All project documents are posted on AP's online Bid Doc site for 24/7 access for viewing and downloading. Hard copies are also available in our office plan room for DBE subcontractors/suppliers to use.

AP's Estimators will reach out to DBE subcontractors that have expressed interest in the project, to see if they can assist them with a better understanding of the project. Scopes of work are broken down whenever possible to facilitate DBE participation.

Larger subcontractors are encouraged to use DBEs as a part of their proposals to AP. The aforementioned practices have been successful as indicated in our past project DBE achievements listed below:

AP'S SBE UTILIZATION (CERT SBE)

Supporting and engaging women and minorities at AP is second nature. Our diverse group of professionals promotes and provides opportunities for all—regardless of age, gender, race or religion.

AP strives to increase the skills and improve performance of our small, minority- and women-owned firm partners, not just meet mandated goals. This creates true opportunity and therefore a stronger pipeline of talent within our industry. AP supports and engages women and minorities via many internal, external and on-the-job initiatives.

INTERNALLY

Recognizing that construction historically has been a male-dominated field, AP's employees created a Women in Construction group. This group meets regularly to provide career development opportunities and educational events that are geared specifically for women.

EXTERNALLY

AP shows support for women and minority groups in our community as well. For example, the AP Women in Construction group participates annually in the Career Day for Girls event by hosting a group of female high-school students interested in the construction industry. AP employees present information about their roles in the construction industry and conduct job site tours.

ON THE JOB

Our employees provide technical support and mentorship to our small and minority-owned partners and work closely with programs and organizations that promote diversity and inclusion in the construction trades.

Recent Workforce Participation	Goal	Actual
University of Minnesota - Scott & Nolte Hall Elevators	10%	14.6%
Bemidji Veterans Home	7%	11%
Metro Transit Bus Garage	15%	15.4%
MCF - Shakopee Perimeter Security Fence	7%	11.5%

INCLUSION EXPERIENCE

INCLUSION APPROACH

Outreach Efforts

General outreach efforts remain important because they build relationships and ultimately help us reach our DBE goals. We must maintain continued, documented, involvement in groups that focus on DBE subcontractors and in-office meet and greets. The OEO focuses on project specific efforts, however, so it is key that we engage in systematic discussions at the general outreach meetings regarding specific projects and note those discussions as well as follow up by email.

Project Strategy Meeting

Initial DBE focused strategy meeting for soliciting and maximizing DBE participation to meet the goal that has been set for the project. In this meeting the team should determine best scopes of work to target for maximum participation see Project Strategy Agenda.

- Initial Solicitation.
- Wide distribution of bid solicitation to DBEs as soon as possible.
- AP's willingness to assist DBEs with any concerns they have upon review of the solicitation.
- Provide clarifications/revisions of scope.
- Provide information and contacts for certification information.
- Assist DBE with required project documents.
- Document any feedback you received regarding why a DBE is not interested (i.e. distance, size of job, etc.) preferably this is in an email from the sub/supplier.
- Documented distribution to all relevant DBE planning rooms.
- Emphasize at the pre-bid meeting the DBE requirement and specifically request that DBEs come to AP to discuss how they can potentially participate in the project.
- Hold Meet and Greet and invite all DBEs.
- Emphasize to all first tier subs of the DBE requirement and the importance of including DBE sub-tiers in their proposals.
- Reach out to OEP outlining efforts/seeking input on other potential DBEs that we can connect with as both prime and sub-tiers.

Scope of Work

- Consider impact of scope packages on potential DBEs when strategizing to maximize DBE participation.
- When possible break work scopes into smaller packages as appropriate to incentivize DBEs to participate.
- Assign trade codes to several team members for scope follow through.
- Review scopes for potential for connecting DBEs with first tier subcontractors.
- Facilitate meetings/send emails
- With respect to self-perform, analyze for opportunities to carve out scope for DBEs to bid
- Hold internal meetings periodically through bidding period to discuss progress. Document discussion.

Throughout Project Construction

- Add TGB procurement strategies to post bid interview.
- Continue to look for opportunities to add DBE participation (added scope). Add language to PRs requesting subs include participation whenever possible.
- Send Quarterly reminders to first tier subs to add participation throughout duration of project.
- Periodic internal meetings with construction team to discuss status, opportunities and strategy.

WORKFORCE PARTICIPATION	Minority Goal	Actual	Women Goal	Actual
MN Vets Building 16 & 17	11%	14.55	6%	6.29%
Orville Freeman Panel	32	56.91%	6%	17.48%
Capital Ramp	32%	35.46%	6%	7.49

Exhibit C to the Part 1 Agreement

Billing Rate Schedule

Contractor Name	Position/Category	Hourly Rates
Tim Clark	VP, Project Management	\$ 209.00
John Huyett	Project Executive	\$ 128.00
Zach Hermer	Project Manager	\$ 116.00
Zach Shanely	Superintendent*	\$ 116.00
Jared Anderson	Safety*	\$ 116.00
David Grandstaff	Director of Estimating	\$ 128.00
Jeff Krick	Senior Estimator	\$ 121.00
TBD	Accountant	\$ 54.00
Katie Milton	Project Coordinator	\$ 54.00
TBD	Architect / Engineer	\$ 135.00
Roxanne Zdon	EEO / Affirmative Action Coordinator	\$ 74.00
Jacob Beckham	BIM / CADD	\$ 102.00
TBD	LEED Administrator / Specialist	\$ 86.00
TBD	IS / Network Support	\$ 84.00
TBD	Scheduling Engineer / Last Planner System	\$ 102.00
TBD	Courier (per trip) (\$50/hr - excess of 1 hr)	\$ 50.00
Mia Blanchett	Principal-in-Charge	\$ 225.00
Kate Lohrenz	Project Manager	\$ 135.00
Jason Vanselow	Project Designer	\$ 135.00
Amanda Henderson	Project Coordinator/Architect	\$ 140.00
Erica Frederiksen	Library Planner / Interior Designer	\$ 120.00
Sarah Berseth	Mechanical Engineer	\$ 195.00
Sarah Jorczak	Structural Engineer	\$ 195.00
Mike O'Connell	Electrical Engineer	\$ 170.00
Chrysanthi Stockwell	Lighting Designer	\$ 155.00
Brit Erenler	Landscape Architect	\$ 118.00
Erik Hansen	Civil Engineer	\$ 180.00
Additional Support As Needed		
TBD	Staff Architect	\$ 100.00
TBD	Staff Interiors	\$ 90.00
TBD	Staff Engineer	\$ 115.00
TBD	Administrative	\$ 70.00

Exhibit D to the Part 1 Agreement

General Terms and Conditions

Note: For Purposes of this Exhibit D, the term "Contractor" shall mean "Design/Builder" and the term "County" shall mean "Owner" as those terms are defined in the Part 1 Agreement.

1. 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 between the parties or as constituting the Contractor as an employee of the Owner.

2. Successors, Subcontracting and Assignment

2.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the Owner in respect to all covenants, contracts and obligations contained in this Agreement.

2.2.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the Owner and subject to such conditions and provisions as the Owner may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

3. Compliance with Legal Requirements

3.1.

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

3.2.

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.

3.3.

Prior to entering into a contract with Ramsey County, a domestic corporation must submit a Certificate of Good Standing issued by the Minnesota Secretary of State's office pursuant to Minn. Stat. §5.12, and a foreign corporation must submit a Certificate of Authority issued by the Minnesota Secretary of State's Office pursuant to Minn. Stat. §303.03. The Contractor shall maintain a Certificate of Good Standing or a Certificate of Authority, as applicable, and shall submit the Certificate upon request by the Owner, throughout the term of the agreement and including amendments to renew as and if allowed by the contract.

4. Data Practices

4.1.

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.

4.2.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which Owner data is contained or which are used to access Owner data in the course of providing services under this Agreement. Access to Owner data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services are provided, at the end of the Project all Owner data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the Owner written verification that the data has been purged.

5. Security

5.1.

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.

5.2.

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 Owner not more than 7 business 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 Owner 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.

5.3.

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.

5.4.

The Owner retains the right to inspect and review the Contractor's operations for potential risks to Owner 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.

5.5.

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

6. Indemnification

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

and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

7. Contractor's Insurance

7.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

7.2.

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 Owner contracting department evidencing such coverage to the Owner throughout the term of this Agreement.

7.2.1

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

7.2.2.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

7.2.3

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

7.2.4

Professional liability of no less than \$1,000,000 per claim and \$2,000,000 aggregate limit.

7.2.5

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

7.3.

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

7.4.

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.

7.5.

If the Contractor is driving on behalf of the Owner 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.

7.6.

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.

7.7.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

7.8.

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 Owner.

7.9.

All Certificates of Insurance shall provide that the insurer give the Owner prior written notice of cancellation or non-renewal of the policy as required by the provisions of Minn. Stat. Ch. 60A, as applicable.

7.10.

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

8. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the Owner, the State Auditor, or the Owner'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.

9. Non-Conforming Services

The acceptance by the Owner of any non-conforming goods/services under the terms of this Agreement or the foregoing by the Owner of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the Owner'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 Owner provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

10. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor. The Owner may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Owner from the Contractor is determined.

11. 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 Owner. 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.

12. 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.

13. 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.

14. 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 Owner 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 Owner'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 Owner.

15. Termination

15.1. Termination by the Owner

15.1.1.

The Owner 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 Owner upon the commencement of such proceedings or other action.

15.1.2.

The Owner may terminate this Part 1 Agreement if the Contractor violates any material term or condition of this Part 1 Agreement or does not fulfill in a timely and proper manner its obligations under this Part 1 Agreement. In the event that the Owner exercises its right of termination under this Paragraph, it shall submit written notice to the Contractor and its surety, if any, specifying the reasons therefore. Termination shall be immediately effective upon the failure of the Contractor to cure the default within ten (10) business days of receipt of the notice of default. Upon termination, the Contractor shall take all actions necessary to discontinue further commitments of funds, and the Owner shall take possession of the site and of all materials and finish the Part 1 Services by whatever method the Owner may deem expedient.

15.1.3.

The Owner may terminate this Part 1 Agreement without cause upon giving at least thirty (30) business days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in accordance with this Agreement up to and including the effective date of termination.

15.1.4.

This Part 1 Agreement may be terminated by the Owner upon immediate written notice to the Contractor in the event that the Project is abandoned. If such termination occurs, the Owner shall pay the Contractor for services completed and for proven loss sustained upon materials, equipment, tools, construction equipment and machinery.

15.1.5.

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

15.2. Termination by the Contractor

15.2.1.

If the Owner fails to make payment of undisputed amounts or otherwise violates any material term or condition of this Part 1 Agreement the Contractor may give written notice that the Contractor intends to terminate this Part 1 Agreement, giving the specific reasons therefore. Termination shall be immediately effective upon the failure of the Owner to cure the default within ten (10) business days of receipt of the notice of default. A good faith dispute by the Owner regarding the amount of payment and failure to pay disputed amounts, which is subject to the provisions of the Minnesota Prompt Payment Act, does not constitute grounds for termination by the Contractor under this paragraph.

16. Interpretation of Agreement; Venue

16.1.

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.

16.2.

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.

17. 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.

18. 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.

19. Title - Risk of Loss

19.1

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.

19.2

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.

20. 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.

21. Clean Up

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

22. Lobbying

For all contracts involving over \$150,000 in federal funds, the Contractor must sign the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, attached to this RFP, and submit it as part of the proposal contents.

23. Safety Compliance

23.1

The Contractor and all subcontractors shall at all times during the performance of the Work under this Part 2 Agreement be and remain in compliance with and responsible for any conditions imposed upon the County by OSHA requirements.

23.2

A risk control program must be implemented on site during this project.

24. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the Owner 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.

25. Sustainable Architecture Guidelines and Specifications

25.1

The Contractor will develop and incorporate sustainable architecture guidelines and specifications under the Part 1 Agreement, subject to approval by the Owner.

25.2

The Project will be required to follow the State of Minnesota Sustainable Building Guidelines and meet the Minnesota SB 2030 Energy Standard (<http://www.b3mn.org>). Energy modeling shall be included at each design phase to model the energy use for the building and evaluate various options for reducing energy use in order to meet the sustainable building requirements.

Board of Commissioners

Request for Board Action

Item Number: 2021-586

Meeting Date: 11/16/2021

Sponsor: Property Management and Public Health

Title

Second Amendment to Lease with Hmong American Partnership

Recommendation

1. Approve the Second Amendment to the Lease with Hmong American Partnership, 1075 Arcade Street, Saint Paul, MN 55106, for space at the same location for the period from March 1, 2022 through February 28, 2027 in accordance with the rates in the lease agreement.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.
3. Authorize the County Manager to execute the five-year renewal option in accordance with the general terms and conditions of the amended lease.

Background and Rationale

For nearly 40 years Public Health has provided a Women, Infants and Children (WIC) clinic on Saint Paul's East Side, and for the last 14 years the clinic has been located within the Hmong American Partnership (HAP) building at 1075 Arcade Street. This location services approximately 5,150 WIC participants per month, making it the second largest WIC clinic in Minnesota. This location is ideal because many eligible families reside on the East Side, it is on a bus line, and has ample free parking. WIC families also access other social services offered by the HAP at this location. Remaining at this location is a key strategic component to the service delivery model.

The current five-year lease term expires February 28, 2022. Property Management has negotiated a five-year term extension, as specified in the amendment. The county may cancel this lease without cause by providing 180 days advance written notice. An additional five (5) year renewal option was also negotiated and is part of the amendment.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The WIC Clinic at HAP serves a clientele that is 85% non-white and 14% Hispanic. Services are provided in English, Hmong, Karen and Spanish. Ramsey County has the highest poverty rate for people of color in the metro area, so maintaining a WIC clinic on the East Side of Saint Paul is critical to addressing the county's poverty and disparities across race.

Community Participation Level and Impact

There is no community engagement for this lease amendment.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The terms of the amendment include: 3,000 square feet, a five-year term, base rent of \$4,500 per month, and a \$.25 per sq. ft. annual increase beginning in the second year of the five-year term. Total rent for the five-year

term is \$277,500. This is a gross rent lease inclusive of any and all operating expenses, real estate taxes, assessments, and other similar charges or any type. The costs associated with this lease amendment are included in the proposed 2022-23 operating budget for WIC.

County Manager Comments

No additional comments.

Last Previous Action

On February 14, 2012, the Ramsey County Board approved a five-year lease agreement with Hmong American Partnership for the period of March 1, 2012 through February 28, 2017 in the amount of \$255,000, with the option to renew the lease for one additional five-year term (Resolution 2012-058).

Attachments

1. Second Amendment to Lease with Hmong American Partnership

AMENDMENT II

TO LEASE AGREEMENT BY AND BETWEEN

Hmong American Partnership

And

Ramsey County

This LEASE AMENDMENT II ("AMENDMENT II") made as of _____, 2021 is by and between Hmong American Partnership, 1075 Arcade Street, Saint Paul, MN 55106 (hereinafter "LESSOR"), and Ramsey County, a political subdivision of the State of Minnesota (hereinafter "LESSEE").

RECITALS

- A. LESSOR and LESSEE are parties to the LEASE agreement commenced March 1, 2012 ("LEASE") for Suite 117 in the building located at 1075 Arcade Street, St. Paul Minnesota known as the HAP Building (the "Building"), and to the FIRST AMENDMENT TO THE LEASE dated September 1, 2016 ("AMENDMENT I").
- B. The term of the LEASE was five (5) years; commenced March 2, 2012 and terminated February 28, 2017. LESSEE exercised its right to re-new for an additional five (5) years. LEASE AMENDMENT I commenced March 1, 2017 and terminates February 28, 2022.
- C. LESSOR and LESSEE, having previously agreed to AMENDMENT I, now desire to amend the LEASE to extend the Term and establish mutually agreeable rent.

NOW THEREFORE, in consideration of the mutual promises in this AMENDMENT II and other good and valuable consideration, the parties agree as follows:

- 1. **Term.** The Term of this AMENDMENT II shall be a period of five (5) years and commence on March 1, 2022 (the "Commencement Date") and shall terminate and expire on February 28, 2027 (the "Termination Date"), except if this agreement is sooner terminated as provided in AMENDMENT II.
- 2. **Option to Renew.** LESSEE shall have the option to renew the term of AMENDMENT II for one (1) additional five (5) year term to commence immediately following the expiration of AMENDMENT II. LESSOR shall provide LESSEE with not less than one-hundred-eighty (180) calendar days' advance written notice of the exercise of the option to extend described herein. Rent for the renewal period shall be negotiated based on the current market rates and conditions at the time the option to extend is exercised.
- 3. **Termination.** LESSOR or LESSEE shall each have the option to terminate this lease agreement for any reason upon provision of written notice of such intent to the other party not less than ninety (90) calendar days of the effective termination date.
- 4. **Leased Premises.** Leased Premises is affirmed as Suite 117 and consisting of approximately 3,000 square feet and as generally depicted in Exhibit A to AMENDMENT II.
- 5. **Rent Schedule.** Effective as of March 1, 2022 RENT of AMENDMENT I is deleted in its entirety and replaced to provide that the Gross Rent payable to the LESSOR for the period from March 1, 2022 through February 28, 2027 is as follows:

Lease AMENDMENT II between Hmong American Partnership and Ramsey County -effective March 1, 2022.

YEAR	DATES	MONTHLY RENT	RENTAL RATE
1	03/01/2022 - 02/28/2023	\$4,500	\$18.00
2	03/01/2023 - 02/28/2024	\$4,562.50	\$18.25
3	03/01/2024 - 02/28/2025	\$4,625	\$18.50
4	03/01/2025 - 02/28/2026	\$4,687.50	\$18.75
5	03/01/2026 - 02/28/2027	\$4,750	\$19.00

As was established in AMENDMENT I this lease under AMENDMENT II is a gross lease and the rent stated in Section 5 Rent Schedule is Gross Rent and is inclusive of all and any operating expenses, real estate taxes and assessment and other similar charges of any type, and LESSEE shall not be obligated to pay any pro rata share of Common Area Maintenance (CAM) or similar charges.

Each year of the lease during AMENDMENT II, year 1 through year 5, shall commence March 1 of the calendar year starting March 1, 2022 and end the last day of February of the immediately following calendar year.

6. **Leasing Commission.** It is understood that LESSEE will pay no leasing commission to any broker in connection with this transaction.
7. **Full Force and Effect.** To the extent not specifically amended or modified in this AMENDMENT II, all terms, and conditions of the LEASE, as previously amended and as defined in the RECITALS above shall remain in full force and effect.
8. **Effective Date.** AMENDMENT II shall only be effective upon execution hereof by both parties.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Amendment VII to be effective as of the date first written above.

LESSEE

LESSOR

RAMSEY COUTNY

HMONG AMERICAN PARTNERSHIP

By: _____
 Commissioner Toni Carter
 Chair, Ramsey County Board

By: _____
 Its: _____

Date: _____

Date: _____

By: _____
 Mee Cheng
 Chief Clerk, Ramsey County

Date: _____

RESOLUTION NO. _____

DEPARTMENTAL RECOMMENDATION:

By: _____
Jean Krueger
Director of Property Management

Date: _____

APPROVED AS TO FORM AND INSURANCE:

By: _____
Amy K. Schmidt
Assistant Ramsey County Attorney

Date: _____

Board of Commissioners

Request for Board Action

Item Number: 2021-645

Meeting Date: 11/16/2021

Sponsor: County Manager's Office

Title

American Rescue Plan Act Funds for Violence Prevention Initiatives

Recommendation

1. Allocate up to \$16 million of the American Rescue Plan Act funds to support Violence Prevention initiatives through 2024, in accordance with federal guidance.
2. Authorize the County Manager to establish a grant account for Violence Prevention initiatives and transfer related expenses and revenue to this grant account.
3. Authorize the County Manager to enter into agreements and contracts and amendments to agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

The American Rescue Plan Act (ARPA) provides emergency funding for state, local, territorial, and Tribal governments. ARPA underscores a focus on responding to disproportionately impacted low-income families and communities of color, with specific emphasis on supporting community violence intervention programs to address health disparities and social determinants of health. In April 2021, the County Manager recognized violence prevention as a "Tier 4" priority for ARPA resource allocation in Ramsey County.

The following initiatives offer community driven proactive wellness support that shifts the responsibility for violence prevention and safety from being primarily the responsibility of law enforcement to a partnership involving those who are most impacted by violence in the community. Investing in our communities in this way will have a direct and immediate impact on reducing violence and will also have long term benefits of communities being able to care for themselves, innovative funding partnerships, and shifting resources to support the expressed needs of our community.

Investment Area 1- Appropriate Responses Initiative (ARI) \$13.2 million request

The Appropriate Responses Initiative (ARI) transforms 911 Emergency Communication Center (ECC) dispatch processes, public wellness systems (Social Services and Public Health), and community institutions to provide a wider range of options in responding to people in need. It recognizes that although in some cases a traditional response is most appropriate there are limitations of these responses to address certain types of requests for assistance.

This initiative will develop response policies and protocols that use three additional approaches to 9-1-1 call response options:

- Co-responder response - Including both wellness/community response and public safety system agencies. These will partner together to coordinate a response most appropriate to the information available at the time of dispatch and the needs of the individuals requesting service.
- Non-traditional response - Calls where wellness system and community institutions can respond without the need for dispatching public safety personnel.
- Community Response- Community only response that is both dispatched and preventative.

ARI establishes and enhances wellness system response for the entire county, identifying and collaborating with key wellness departments to expand existing services or invest in new service models that can be deployed in response to requests that come into the 9-1-1 center or other contact points 24 hours a day, 365 days a year. It also strengthens and institutionalizes community-based emergency response, building partnerships with key community organizations and supporting community infrastructure. Additionally, ARI will actively coordinate with public safety system partners across city and county government and engage the greater community ensuring this new structure is clearly communicated across all stakeholders.

Priority A: Co-response Model. The existing co-response model will be greatly expanded to include a countywide 24x7 public wellness system (Social Services and Public Health) response. The current co-response model has limited hours and is only deployed when requested directly by police officers assigned to the call. This expanded response capability will add mobile units that can be dispatched by the Emergency Communications Center to respond with law enforcement or emergency medical services. For certain types of calls, these mobile public wellness response resources could be dispatched without law enforcement or emergency medical system responders where that can be done without risk to the staff or the person(s) needing assistance. Public wellness responders could be combined with community responders in some situations. The optimal response protocols would be co-designed with community.

Priority B: Creating Community Based Response Capability. Investing in the creation of a community-based response model disrupts pathways to incarceration, invests money and resources directly into our Ramsey County community, and empowers community members to have a larger role in keeping their neighborhoods safe. For this capability to be successful it needs to be codesigned with individual community members and community organizations who will have shared responsibility in design, implementation, and monitoring. This innovative response capability will allow for community members to aid each other whether that be through connection to resources, assisting in de-escalating conflict, or addressing code violations. Due to the nature of codesign the details of this response capability will be the result of a process that engages both system leadership and community members.

Priority C: Emergency Communications Center (ECC) Enhancements. ECC training and operations protocols will be redesigned, working in partnership with community and systems stakeholders, to include expanded dispatching options to connect callers to the most appropriate response options. This will include social workers embedded in the ECC to collaboratively identify appropriate responses as well as make referrals in cases where an immediate response is not necessary. ECC staff will be trained on new protocols to support new response options, build trust, and to elevate recognition of wellness, equity and trauma for improved decision making. A small number of ECC call takers will need to be added to the staff compliment to account for additional call processing time that will be required by expanded call screening protocols. Community will be involved in the process of developing new protocols and training for ECC employees.

Investment Area 2 Healing Streets \$2.8 million request

Healing Streets is actively working to disrupt the cycle of violence by providing needed healing and wrap around services to communities and individuals who have been impacted by group and/or gun violence, including those who have caused harm. For this program to meet the needs in the community, expansions are required in both programming and staff support. The urgent areas of expansion include providing additional and intentional outreach to individuals who have caused harm, been harmed and their families, creating dedicated resource pool to be able to meet participants needs in the moment, implementing a fellowship program, creating a hospital-based program, and increasing staff roles dedicated to raising visibility and increasing impact.

Priority A: Creating a dedicated resource pool

Healing Streets will continue to enhance and create partnerships with other programs across the county to connect participants into existing services. However, due to the nature of this work it is vital that Healing Street

have the assets to develop services that can be offered in the time of need without qualification barriers. This would include, but not be limited to, providing first and last month’s rent to move a community member into safe housing, clothing, transportation assistance, and other immediate needs.

Priority B: Fellowship Program, Intentional Outreach, Hospital-Based Program

A fellowship will be implemented for people who have caused harm which will include intensive training, and a paid stipend will allow individuals to develop new skills to lead a successful life. Intentional outreach to individuals who have caused harm will allow staff to build relationships with those individuals, understand their barriers to success and wellness, provide needed support, and give them alternatives to continuing to cause harm to the community. Critical to an effective outreach program will be the development of hospital programming designed to begin building relationships with people affected by gun violence shortly after the violent incident that resulted in their hospitalization.

Priority C: Community Health Responders and Support Staff

The new role of Community Health Responders will help clients access resources both in the community and within the Ramsey County services ecosystem. Additional staff is needed to help add planning capacity and providing behind the scenes support. Increasing staff capacity also allows for more community mediators to be hired, trained, and available to respond to violence in the community and also provides much needed job stability for community members hired into these roles.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

In Ramsey County, Black and American Indian populations continue to be burdened by the most significant disparities across life outcomes. The pandemic only exacerbated those disparities, manifesting in circumstances, behaviors, and needs which have been approached with public safety system responses. More appropriate investments are required to support the development of systemically disinvested communities. These investments should support the wellness of communities, offer options that do not utilize harmful punishment mechanisms, and prevent engagement with the public safety system. The investment areas proposed as part of these violence prevention initiatives will divert people away from the criminal justice system by providing alternative responses to 9-1-1 calls for assistance and will also increase the capacity of Healing Streets to bring a public health approach to interrupting the cycle of group and gun violence.

Community Participation Level and Impact

Implementing alternative 9-1-1 responses will require co-design with community. Developing a community response capability can empower community to have a larger role in keeping neighborhoods safe. Healing Streets leverages relationships within communities and families that have the proximity to interrupt the cycle of violence.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

Up to \$16 million through 2024 is being requested from the Ramsey County local government ARPA funds. This funding will be accounted for in a separate grant account. The county has received over \$53 million in local ARPA funds to date and will receive a total of nearly \$107 million. At the April 20, 2021 board workshop, the County Manager highlighted five tiers for investment. This initiative is a Tier 4 pursuing local solutions, optimizing resources and leveraging partnerships. Finance will provide regular reporting on ARPA funds.

County Manager Comments

No additional comments.

Last Previous Action

On November 9, 2021, a Ramsey County Board workshop was held on Violence Prevention Initiatives.

On October 12, 2021, a Violence Prevention Initiatives policy discussion was held with the Ramsey County Board.

Attachments

1. None.

Board of Commissioners

Request for Board Action

Item Number: 2021-618

Meeting Date: 11/16/2021

Sponsor: Finance

Title

American Rescue Plan Act Funding Request for Tier 1 Priority Administrative Items

Recommendation

1. Allocate up to \$2,000,000 of American Rescue Plan Act funds to the Public Health response including vaccine incentives and other immediate responses, in accordance with federal guidance.
2. Allocate up to \$5,120,000 of American Rescue Plan Act funds to the Homelessness project, in accordance with federal guidance.
3. Allocate up to \$2,000,000 of American Rescue Plan Act funds to support the administration of the funds and related programs including evaluation, support services and audit functions, in accordance with federal guidance.
4. Allocate up to \$1,000,000 of American Rescue Plan Act funds to the Ramsey County Care Center and Lake Owasso Residence for their on-going COVID response, in accordance with federal guidance.
5. Allocate up to \$1,100,000 of American Rescue Plan Act funds to the Ramsey County Attorney's Office to address the backlog of cases, in accordance with federal guidance.
6. Approve an increase in the personnel complement of the County Attorney's Office by 2.0 Full Time Equivalent Assistant County Attorney, 1.0 Full Time Equivalent Paralegal, 1.0 Full Time Equivalent Legal Secretary and 1.2 Full Time Equivalent Victim Witness Advocate.
7. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

The American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021. The relief package provides funding in several areas such as state and local aid, education, rental assistance, transit, stimulus payments for individuals, and other provisions. In addition, ARPA provides \$350 billion in additional funding for state and local governments. Ramsey County received \$53,446,702 of the total grant amount of \$106,893,403 million from the US Treasury Local Government ARPA funds. The second installment will be sent to the county from the US Treasury in May 2022. The ARPA funding must be obligated by December 31, 2024 and can be spent through December 31, 2026. This allows time for planning and investment in various tiers from immediate needs through bold investments that impact the systems and residents of Ramsey County.

In April and August 2021, the County Manager presented an overall approach to the ARPA funding for the county. In the diagram below, it shows five tiers ranging from Tier 1 which is focused on immediate needs up through Tier 5, which is longer term, transformational investments. Since the presentations, several proposals have come to the Ramsey County Board for consideration and have been approved. They include Right Track + workforce initiative (\$2.1 million), affordable housing investment (\$20 million) and the Racial Equity and Community Engagement Response Team (RECERT) work (\$2.7 million). This Request for Board Action is seeking authority for several Tier 1 immediate needs for work throughout the county. Below is a list of each area and explanation of the proposed investment.



Saint Paul - Ramsey County Public Health - \$2 million

In March 2020, Coronavirus was declared a public health emergency nationally and locally impacting the residents in Ramsey County. Since that time Saint-Paul Ramsey County Public Health (Public Health) has worked through an incident command structure to respond to the pandemic. Currently Public Health is working to sustain and operationalize its COVID-19 response. At the same time, the department is working towards recovery and building resiliency during this ongoing crisis by restoring and maintaining critical public health programs, services and initiatives that contribute to the overall health and wellness of Ramsey County residents.

Public Health will dedicate \$1 million in ARPA funding to the immediate needs of the department and community by:

- Sustaining staff capacity through limited duration staff in the areas of logistics, vaccine operations, essential services, school health, public information, community engagement, and outreach with a focus on reducing the impact of COVID-19 among school-aged kids and families, young adults, specific neighborhoods in the county with lower vaccine uptake, and its racially and ethnically diverse communities.
- Extending the vaccine incentive program.
- Continuing to leverage partnerships with health care services and Federally Qualified Health Care Clinics to provide mobile testing and other important public health services that aid the county in our ongoing response and recovery efforts.
- Working with community partners and key stakeholders to identify gaps and opportunities in response efforts that may result in engagement and outreach activities that aide the county in reducing the impact of COVID-19.

Public Health will dedicate \$1 million in ARPA funding to the short-term and long-term recovery efforts of the department and in community by: (1) increasing awareness and access to critical public health services and programs that were impacted by COVID-19; (2) continuing to build capacity to provide health education and resources to community that promote and strengthen engagement as Public Health moves forward to have a positive impact on residents and the environment during its ongoing response and recovery efforts; and (3) working to address emerging public health crises that have been exacerbated due to COVID-19 such as violence prevention, mental health promotion, and reducing the burden and impact of disease among the most vulnerable communities.

Homeless Project (COVID Shelters) - \$5.1 million

In early 2021, the Ramsey County Board established a homelessness project and authorized the transfer of up to \$20 million to help continue the county’s COVID related homelessness response through May 2022. At

the close out of the CARES grant, about \$17.9 million was transferred to the Homeless Project. Staff is now requesting an additional \$2.1 million in ARPA funds to achieve the \$20 million goal. In addition, based on ongoing needs for homelessness supports and current financial projections, staff is requesting an additional \$3 million in funding to continue shelter support, benefits navigation, and housing search services, and other expenses needed to keep the county operated COVID shelters open through May 2022. Staff will continue to monitor this work, refine financial forecasts and may return to the Ramsey County Board in the future with additional information and potential funding request. The total Homeless Project request included is \$5.1 million.

Administration - \$2 million

Since March 2020, the county has worked to build supports around the COVID related funding including contract monitoring and technical assistance, program evaluation, sub-recipient monitoring and contract services for review and audit of federal funds. Over the past year and a half, the county has learned more about its needs and built teams to help ensure the work is done to meet federal funding requirements and be responsive to community input received, particularly around contracting.

The \$2 million requested will invest in continuing the Operational Support Services work to complete the reporting, contracting, subrecipient monitoring and accounting related to ARPA. This work will continue throughout the life of the grant but will decrease over time. In addition, Ramsey County is working to bring up a program evaluation team, similar to the CARES evaluation team, that will be funded through this allocation. Once the detail of that team is established, the Evaluation team and Finance will return to the board to present the plan in a workshop.

Direct Care - \$1 million

The ongoing pandemic has had a significant impact on direct care facilities including staffing, COVID-19 care, testing requirements, referrals and much more. Lake Owasso Residence (LOR) and the Ramsey County Care Center (RCCC) have both experienced these impacts and are requesting \$1,000,000 to help address the needs within the facilities. At LOR, residents who previously attended day programs were forced to stay home when those programs closed. Even though a few day programs have re-opened, most services are offered on a very part-time schedule requiring LOR to have minimum staff/client ratios maintained per Centers for Medicaid and Medicare Services (CMS) and Minnesota Department of Human Services (DHS) regulations. LOR is also obligated to provide on-site services during the day and have struggled, despite multiple rounds of posting and hiring to fill day shifts, ultimately resulting in increased overtime expenses.

At RCCC, additional staff have been needed to satisfy CMS/MDH requirements including COVID screening at the door, scheduling, escorting essential caregivers and visitors, and COVID testing of all staff and residents. RCCC staff administers vaccinations to staff, residents and others as RCCC is a secondary vaccination site. At the same time, RCCC has been unable to hire Registered Nurses in an extremely competitive market, and the shortage of nurses has resulted in referrals being turned away, less clients being admitted to the RCCC, and a subsequent loss in revenue.

County Attorney - \$1.1 million

Because of the multiple court shutdowns caused by the COVID-19 pandemic and the inability to conduct in-person trials for the better part of 19 months, the Ramsey County Attorney's Office is faced with an unprecedented backlog of felony cases. This has resulted in an increase in the current caseload for adult felony Trials Division prosecutors, exceeding two to three times the average caseload they had prior to the COVID-19 court shutdown. Court administration estimates that it could take as long as five years to reduce this backlog to pre-pandemic levels. This situation is not unique to Ramsey County as many prosecutor offices throughout the nation are facing similar case backlog crises caused by the pandemic, resulting in nationwide staffing increases being necessary in both prosecution and public defenders offices, along with the judicial branch.

Among the steps being taken by the Second Judicial District to address the backlog include the shifting of some judicial resources from non-criminal assignments to adult felony assignments and the use of retired senior judges from outside of the district. Another innovative plan from the courts is the creation of a special property crimes court that would focus on the approximately over 700 property-related crimes that comprise the case backlog. This plan would require at least 2.0 FTE prosecutors and related support staff to be assigned exclusively to this special court. Although backlog-driven staffing increases have occurred in both the Second Judicial District and the Ramsey County Public Defender's Office, the Ramsey County Attorney's Office, regrettably is unable to staff that court with its present complement of prosecutors. It is for this reason that like many prosecutor offices across the nation, the Ramsey County Attorney's Office is requesting an additional \$1.1 million to hire 5.2 FTEs in additional prosecutorial staff to enable the Ramsey County Attorney's Office in partnership with its Second Judicial District partners to work through the felony case backlog.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The programs proposed through the COVID-19 related funding seek to specifically address and overcome issues of existing inequality based on race, ethnicity, class and culture in Ramsey County. This need for a racially equitable response is further underscored by the disproportionate impact that COVID-19 has had on African American, American Indian, and other underrepresented racially and ethnically diverse communities of across the United States. Through focused and targeted engagement efforts, trusted messengers, data collection and continued engagement with community members that can guide program alterations in real-time, Ramsey County will ensure that the processes it employs align with the outcomes the community is seeking.

Community Participation Level and Impact

Throughout 2020 and 2021, Ramsey County has conducted community engagement around COVID-19 issues. The Racial and Health Equity Administrators hosted a series of community engagement events specifically around food and basic needs, workforce solutions and RECERT to help inform ARPA funding decisions. This information has informed the Request for Board Actions brought forward for immediate needs items (Tier 1) and will inform future longer term investments.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

The proposals above include a total request of \$11.22 million for spending and obligations through December 31, 2024. If approved, the total ARPA committed funds including workforce, affordable housing and RECERT, is \$36 million out of the \$53.4 million Ramsey County has received. Funding included in the 2022-23 proposed budget will be from the May 2022 ARPA award. All ARPA funding is accounted for in separate projects and Finance will provide regular reports to the Ramsey County Board and public.

County Manager Comments

No additional comments.

Last Previous Action

On August 3, 2021, County Manager presentation to the Ramsey County Board- Update on American Rescue Plan Act funding.

On June 1, 2021, the Ramsey County Board authorized the County Manager to accept \$53,446,702 from the US Treasury Local Government American Rescue Plan Act funds. (Resolution B2021-121).

Attachments

1. None.

Board of Commissioners

Request for Board Action

Item Number: 2021-619

Meeting Date: 11/16/2021

Sponsor: Finance

Title

September 2021 Report of Contracts, Grant and Revenue Agreements, Emergency Purchases, Sole Source, Single Source Purchases and Final Payments

Recommendation

Accept the monthly report of contracts, grant and revenue agreements, emergency purchases, sole source and single source purchases and final payments for the month of September 2021.

Background and Rationale

This documentation is presented to inform the Ramsey County Board of Commissioners of contracts, grant and revenue agreements, emergency purchases, single source purchases, sole source purchases and final payments approved by the County Manager during September 2021.

Administrative Code 4.46.50c requires a monthly report of all contracts and final payments approved by the County Manager under section 3.40.27. Administrative Code 3.40.33b-c authorizes the County Manager to report emergency purchases and sole source purchases with the monthly contract report. Administrative Code 3.40.39d requires the County Manager to report grant submissions, amendments, renewals, and acceptances along with the monthly contract report. Small order purchases of \$10,000 or less, and contracts approved by County Board action and signed by the Chair are not included in this report.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

Ramsey County is committed to increasing contract opportunities for the purchases of goods and services from vendors, including non-profits and community based organizations that reflect the diversity of our community. The monthly County Manager contract report reflects all executed contracts, amendments and potential contract exposure using the County Manager's authority.

Ramsey County reports all actual spending on the Ramsey County open data portal, please see [Central Certification Program Small Business Enterprise \(SBE\) Spending](https://opendata.ramseycounty.us/stories/s/4hb6-hrjt) <<https://opendata.ramseycounty.us/stories/s/4hb6-hrjt>>. The majority of the actual spending is the result of contracts that have been executed using small order authority, County Board Chair and Chief Clerk authority and County Manager authority.

As of September 30, 2021, Ramsey County spent a total of \$176 million. Of this total, \$29 million on nonprofits, \$9.7 million on government entities, \$5 million on CERT small businesses, \$2.4 million on small minority owned businesses, \$1.4 million on small minority and women owned businesses, \$2 million on small women owned businesses, \$1 million on veteran owned businesses, and \$124 million with other types of businesses. The report is updated monthly based on actual expenditures.

The county continues to create new and expanded opportunities to grow and sustain small and diverse businesses and support established workforce inclusion goals, that include minority, women owned and minority women owned businesses.

Community Participation Level and Impact

This is an aggregate report of contracts and amendments signed by the County Manager via delegated authority. Actual aggregate spend reporting is made available to the public via the [Central Certification Program Small Business Enterprise Spending <https://opendata.ramseycounty.us/stories/s/4hb6-hrjt>](https://opendata.ramseycounty.us/stories/s/4hb6-hrjt) open data portal storyboard. The small business program is currently the closest proxy to local purchasing as the vendors must be primarily located in the 15-county area. This report is used by departments to report their SBE spend to measure their progress against their goals.

Reports like these allow for greater government transparency and accountability by informing the public of the county's contracting activities. Departments are directly involved in the procurement and vendor selection process and support the county's initiative to expand contract opportunities for diverse businesses to strengthen the economic vitality of the community.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Budgeted funds are available for these contracts through designated department budgets.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. Contract Report September 2021

September 2021

CONTRACT NUMBER	CONTRACTS CONTRACTOR'S NAME	DATE SIGNED	AMOUNT		PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
				OF CONTRACT			
RRA000081	Metropolitan Council	1-Jun-21	\$5,757,357.00		Contract Amendment #3 to provide annual operating grant agreement for the Metro Green Line Transitway Service - 2021. Amendment increases max NTE by \$5,757,357.00 from \$15,762,724.00 to \$21,520,081.00. No change in term. Agreement is for the period 1/1/18 through 12/31/22.	Regional Rail Authority	Res. B2021-113
SSD 18-005 MNCAREPARTNER	Minnesota Care Partner LLC	16-Aug-21		Rate Setting	Contract Amendment #3 to provide Community Support Program (CSP) to adults with mental illness(es) and substance abuse disorders in Ramsey County, Minnesota. Amendment extends contract from 8/31/21 through 12/31/21 and contains rate changes. Agreement is for the period of 08/01/2018 through 12/31/2021.	Social Services	Res. B2020-249
WS-000219	YWCA of St. Paul	26-Aug-21	\$226,625.00		Contract Amendment #3 for Workforce Innovation and Opportunity Act Youth Services 2019-2020. Amendment increases max NTE by \$226,625.00 from \$382,802.00 to \$609,427.00. No change in term. Agreement is for the period of 10/01/2019 through 03/31/2022.	Workforce Solutions	Res. B2019-085
PRK104	Terra General Contractors LLC	30-Aug-21	\$1,360,600.00	*	Contract Amendment #5 to provide design/build part 2 services for Lions Park Restroom & Shelter project. Amendment contains language for contingency usage for shelter building lumber cost escalation. No change to GMP or contract end date. No actual change in NTE amount or term. Agreement is for the period of 05/18/2020 through 05/18/2024.	Parks and Recreation	Res. B2020-031
ATTY000344	Ratwik, Rozak and Maloney PA	30-Aug-21		Rate Setting	Contract to provide Investigative Services which may also include expert testimony. Agreement is for the period of 8/30/21 through 8/29/26.	County Attorney	MS 388

WS-000218	Hmong American Partnership	2-Sep-21	\$171,625.00	Contract Amendment # 3 for Workforce Innovation and Opportunity Act Youth Services 2019-2020. Amendment increases max NTE by \$171,625.00 from \$349,840.00 to \$521,465.00. No change in term. Agreement is for the period of 10/01/2019 through 03/31/2022.	Workforce Solutions	Res. B2019-085
PWKS2021-14	SRF Consulting Group Inc.	7-Sep-21	\$33,150.00	Contract to approve professional right of way acquisition and relocation services. Agreement is for the period of 9/9/21 through 9/6/24.	Public Works	Res. B2021-040
SSD 21-033 EVOLVEFAMILYSE	Evolve Adoption and Family Services Inc.	8-Sep-21	Rate Setting	Contract to provide emergency shelter care and foster care homes. Agreement is for the period of 9/1/21 through 8/31/22.	Social Services	Res. B2020-249
SSD 19-024 DEVEREUX GA	The Devereux Foundation	8-Sep-21	Rate Setting	Contract Amendment #4 to provide residential treatment services through practice models that are unique for youth from ages 10 to 21 years old in a treatment environment. Amendment contains a rate increase. No change to term. Agreement is for the period of 07/01/2019 through 12/31/2021.	Social Services	Res. B2020-049
WS-000239	Goodwill/Easter Seals	9-Sep-21	Rate Setting	Contract Amendment #1 to provide for the MFIP FAST Program. Amendment contains language and scope changes. No change to term. Agreement is for the period of 1/1/21 through 12/31/23.	Workforce Solutions	Res. B2020-230
SSD 21-027 ROSALINDLOGGIN	Loggin, Rosalind	9-Sep-21	Rate Setting	Contract to provide foster care to children in need of emergency shelter as required by the County shelter home coordinator. Agreement is for the period of 9/1/21 through 8/31/24.	Social Services	Res. B2020-249
PWKS2021-13	Barr Engineering Inc.	13-Sep-21	\$130,770.00	Contract to provide design of Lambros Ditch Reconstruction. Agreement is for the period of 9/1/21 through 12/31/22.	Public Works	Res. B2021-040
PH001133	Sweeney, Sheila	14-Sep-21	\$125,550.00	Contract to provide reflective practice consultation. Agreement is for the period of 9/17/21 through 9/16/22.	Public Health	3.40.27c
CC003082	Sun Ray Plumbing and Heating	15-Sep-21	\$250,000.00	Contract to provide commercial Mechanical HVAC/Plumbing Services on an as needed basis for various County facilities. Agreement is for the period of 9/21/21 through 9/20/26.	Property Management	3.40.27l

SSD 19-042 PORTER	Porter, Tony J.	17-Sep-21	\$25,000.00	* Contract Amendment #1 to provide contractor service as the Ramsey County staff advocate and liaison between Ramsey County and the Human Rights Campaign (HRC) for Ramsey County. Amendment extends contract from 9/16/21 through 9/16/22. No change in NTE amount. Agreement is for the period of 9/17/19 through 9/16/22.	Social Services	3.40.27c
SSD 21-040 MINNESOTAONEST	MN-One Stop for Communities	20-Sep-21	\$175,000.00	Contract to provide peer parenting services to the American Indian population. Agreement is for the period of 9/1/21 through 8/31/22.	Social Services	Res. B2020-249
PWKS2021-15	RLS VALUATION INC	21-Sep-21	\$26,200.00	Contract to provide professional appraisal service related to right of way. Agreement is for the period of 09/20/21 through 09/16/2022.	Public Works	Res. 2021-040
PH001136	Urban Roots	21-Sep-21	\$33,367.00	Contract to provide urban community engagement. Agreement is for the period of 9/17/21 through 6/30/22.	Public Health	3.40.27c
CC003065	Sheehy Construction Company	23-Sep-21	\$30,980.34	Contract Amendment #2 to provide all supplies, equipment, material, labor, and incidentals for the Ramsey County Metro Square Escalator Replacement Project. Amendment increases max NTE by \$30,980.34 from \$992,540.54 to \$1,023,520.88. No change in term. Agreement is for the period of 04/07/2021 through 04/06/2023.	Property Management	Res. B2021-077
CHS16 NEXTGEN 01 21	NextGen Healthcare Information Systems	23-Sep-21	\$154,000.00	Contract Amendment #8 to provide electronic health records system for Community Human Services and Public Health. Amendment contains addition of Public Health licenses for TeleHealth module to NextGen Electronic Health Records system, testing, work hours and hours for training. Amendment increases max NTE by \$154,000.00 from \$2,536,549.81 to \$2,690,549.81. No change in term. Agreement is for the period of 12/01/2016 through 11/30/2021.	Human Services	Res. B2018-069

PRK112	Shaw-Lundquist Associates Inc.	28-Sep-21	\$3,407,841.00 *	Contract Amendment #1 to provide design/build part 2 services for the Highland Arena Site Development Project. Amendment contains amounts for miscellaneous owner and construction contingency usage items. No change in actual NTE amount or term. Agreement is for the period of 03/15/2021 through 03/14/2024.	Parks and Recreation	Res. B2020-166
CC003037	Shafer Contracting Co Inc.	28-Sep-21	\$3,231.61	Contract Amendment #7 to provide provision of supplies, materials, equipment and labor for the Lexington Parkway Realignment. Amendment increases max NTE by \$3,231.61 from \$3,345,509.66 and \$3,348,741.27. No change in term. Agreement is for the period of 06/22/2020 through 12/31/2022.	Public Works	Res. B2020-071
CHS18 WINGSPAN SILS 20	Wingspan Life Resources	28-Sep-21	Rate Setting	Contract Amendment #2 to provide Semi Independent Living Skills (SILS) to persons living with disabilities. Amendment extends contract from 5/31/21 through 5/31/23 and contains rate changes. Agreement is for the period of 6/1/18 through 5/31/23	Health and Wellness Administration	Res. B2017-326
CC003083	Net Connection LLC.	29-Sep-21	\$96,530.00	Contract to provide driving range netting repairs at Keller Golf Course. Agreement is for the period of 10/1/22 through 9/30/22.	Parks and Recreation	3.40.27b
CC003075	Bituminous Roadways Inc.	30-Sep-21	\$35,517.50	Contract Amendment #1 to provide all supplies, equipment, labor and incidentals required to perform the 2021 Pavement Preservation projects. Amendment increases max NTE by \$35,517.50 from \$1,898,502.11 to \$1,934,019.61. No change in term. Agreement is for the period of 06/18/2021 through 12/31/2022.	Public Works	Res. B2021-040
SSD 20-028 SHAKIR DSCM	Shakir, Nzinga	30-Sep-21	Rate Setting	Contract Amendment #1 to provide disability services case management. Amendment extends contract from 6/30/21 through 3/31/22. Agreement is for the period of 4/13/20 through 3/31/22.	Social Services	Res. B2021-197

CHS16 HANDYHELPLLC 01 19	HandyHelp LLC	30-Sep-21	Rate Setting	Contract Amendment #4 to provide disability services case management. Amendment extends contract from 09/24/2021 through 03/31/2022. Agreement is for the period of 07/01/2016 through 03/31/2022.	Social Services	Res. 2021-197
CHS16 PINNACLESERV CM 19	Pinnacle Services Inc	30-Sep-21	Rate Setting	Contract Amendment #4 to provide disability services case management. Amendment extends contract from 10/6/2021 through 03/31/2022. Agreement is for the period of 07/01/2016 through 03/31/2022.	Social Services	Res. B2021-197
CHS16 KEYSTONECOMM CM 19	Keystone Community Services	30-Sep-21	Rate Setting	Contract Amendment #4 to provide disability services case management. Amendment extends contract from 10/06/2020 through 03/31/2022 and contains language changes. No change in amount. Agreement is for the period of 07/01/2016 through 03/31/2022.	Social Services	Res. B2021-197
CHS16 JEWISHFAMIILY CM 19	Jewish Family Services	30-Sep-21	Rate Setting	Contract Amendment #4 to provide disability services case management. Amendment extends contract from 10/5/2021 through 03/31/2022. Agreement is for the period of 07/01/2016 through 03/31/2022.	Social Services	Res. B2021-197
CHS16 PHOENIXSERV CM 19	Phoenix Service Corporation	30-Sep-21	Rate Setting	Contract Amendment #4 to provide disability services case management. Amendment extends contract from 09/21/2021 through 03/31/2022. and contains language changes. Agreement is for the period of 07/01/2016 through 03/31/2022.	Social Services	Res. B2021-197
CHS16 MNBRAININJURY CM 19	Minnesota Brain Injury Alliance	30-Sep-21	Rate Setting	Contract Amendment #4 to provide disability services case management. Amendment extends contract from 10/06/2021 through 03/31/2022. Agreement is for the period of 07/01/2016 through 03/31/2022.	Social Services	Res. B2021-197
SSD 20-003 PINNACLE ACEW	Pinnacle Services Inc.	30-Sep-21	No Cost	Contract Amendment #1 to provide AC/EW Case Management. Amendment extends contract from 07/14/2021 through 03/31/2022. Agreement is for the period of 01/13/2020 through 03/31/2022.	Social Services	Res. B2021-197

CHS16 REDEEMERSERV CM 19	Redeemer Services Inc	30-Sep-21	Rate Setting	Contract Amendment #4 to provide disability services case management. Amendment extends contract from 10/11/2021 through 03/31/2022. No change in amount Agreement is for the period of 07/01/2016 through 03/31/2022.	Social Services	Res. B2021-197
CHS17 KEYSTONE ACEW 20	Keystone Community Services	30-Sep-21	Rate Setting	Contract Amendment #3 to provide alternative care and elderly waiver case management services. Amendment extends contract from 06/30/2021 through 03/31/2022. No change in amount. Agreement is for the term of 07/15/2017 through 03/31/2022.	Social Services	Res. B2021-197
SSD 20-031 BESTVIEW DSCM	Bestview Care Options LLC	30-Sep-21	Rate Setting	Contract Amendment #1 to provide disability services case management. Amendment extends contract from 6/30/21 through 3/31/22. Agreement is for the period of 4/13/20 through 3/31/22.	Social Services	Res. B2021-197
SSD 20-002 SHAKIR ACEW	Shakir, Nzinga	30-Sep-21	Rate Setting	Contract Amendment #1 to provide AC/EW Case Management. Amendment extends contract from 07/14/2021 through 03/31/2022. Agreement is for the period of 01/13/2020 through 03/31/2022.	Social Services	Res. B2021-197
SHRF00182	Stanley Convergent Security Solution Inc.	30-Sep-21	\$100,000.00 *	Contract Amendment #4 to provide for maintenance services for the security automation system at the Ramsey County Law Enforcement Center. Amendment extends contract date from 10/19/2021 through 10/20/2022. No change in amount. Agreement is for the period of 10/20/2017 through 10/20/2022.	Sheriff's Office	3.40.27c

CHS16 NEXTGEN 01 21	NextGen Healthcare Information Systems	30-Sep-21	\$145,600.00	Contract Amendment #9 to provide electronic health records system for Community Human Services and Public Health. Amendment contains addition of Public Health licenses for TeleHealth module to NextGen Electronic Health Records system, testing, work hours and hours for training. Amendment increases max NTE by \$145,600.00 from \$2,690,549.81 to \$2,836,149.81. No change in term. Agreement is for the period of 12/01/2016 through 11/30/2021.	Human Services	Res. B2018-069
CHS17 LIFETRACK 01 20	Lifetrack Resources Inc.	30-Sep-21	\$517,101.00	Contract Amendment #8 to provide Supported Employment for adults with SMI or SPMI featuring an Individual Placement and Support strategy. Amendment increases the NTE by \$517,101.00 from \$2,403,909 to \$2,921,010 and extends the end date from 09/30/21 to 09/30/22. Agreement is for the period of 10/01/2017 through 09/30/2022.	Human Services	Res. B2020-249, B2016-337
CHS16 MERIDIANSERV CM 19	Meridian Services Inc	30-Sep-21	Rate Setting	Contract Amendment #4 to provide disability services case management. Amendment extends contract from 06/30/2021 through 03/31/2022. Agreement is for the period of 07/01/2016 through 03/31/2022.	Social Services	Res. B2015-197
CHS16 AXISHEALTH CM 19	Axis Healthcare LLC	30-Sep-21	Rate Setting	Contract Amendment #4 to provide disability services case management. Amendment extends contract from 06/30/2021 through 03/31/2021. Agreement is for the period of 07/01/2016 through 03/31/2021.	Social Services	Res. B2021-197
CHS16 THOMASALLEN CM 19	Thomas Allen Inc	30-Sep-21	Rate Setting	Contract Amendment # 4 for disability services case management. Amendment extended contract from 6/30/2021 to 3/31/2022. Agreement is for the period of 7/1/2016 through 6/30/2022.	Social Services	Res. B2021-197

CHS17 THOMASALLEN ACEW 20	Thomas Allen Inc	30-Sep-21	Rate Setting	Contract Amendment #3 to provide alternative care and elderly waiver case management services. Amendment extends contract from 06/30/2021 through 03/31/2022. Agreement is for the period of 07/15/2017 through 03/31/2022.	Social Services	Res. B2021-197
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GRANT & REVENUE AGREEMENTS

AGREEMENT NAME	GRANTOR	DATE SIGNED	AMOUNT OF GRANT	PURPOSE OF GRANT	DEPARTMENT	AUTHORITY
CHSAD16CABLEASE21	Community Action Partnership of Washington and Ramsey County	26-May-21	\$409,860.00	Lease Agreement Amendment #3 to provide for the lease at 450 North Syndicate, St. Paul, MN 55104. Amendment increases max NTE by \$409,860.00 from \$1,188,627.75 to \$1,598,487.75. Amendment extends contract from 8/31/21 through 8/31/26. Agreement is for the period of 9/1/16/ through 8/31/26.	Property Management	Res. B2016-210
FASD 21-002 HAP ERA	Hmong American Partnership	15-Jun-21	\$36,000.00	Grant Agreement to provide funds to prevent, prepare for, and respond to Coronavirus. Agreement is for the period of 6/14/21 to 12/31/21.	Housing Stability Department	Res. B2021-051
FASD 21-003 CLUES ERA	Comunidades Latinas Unidas En Servicio, Inc	15-Jun-21	\$36,000.00	Grant Agreement to provide funds to prevent, prepare for, and respond to Coronavirus. Agreement is for the period of 6/14/21 to 12/31/21.	Housing Stability Department	Res. B2021-051
FASD 21-004 MCLEMORE ERA	McLemore Holdings LLC.	15-Jun-21	\$36,000.00	Grant Agreement to provide funds to prevent, prepare for, and respond to Coronavirus. Agreement is for the period of 6/14/21 to 12/31/21.	Housing Stability Department	Res. B2021-051
FASD 21-005 LDC ERA	Latino Economic Development Center	15-Jun-21	\$60,000.00	Grant Agreement to provide funds to prevent, prepare for, and respond to Coronavirus. Agreement is for the period of 6/14/21 to 12/31/21.	Housing Stability Department	Res. B2021-051
G000851 HOUSINGLINK CED	The Housing Link	1-Jul-21	\$20,000.00	Grant Agreement to provide for the HousingLink's Beyond Backgrounds program. Agreement is for the period of 7/1/21 through 6/30/22.	Community and Economic Development	Res. H2021-002

PH001130	Upper Mississippi Academy	6-Jul-21	\$12,500.00	Grant Agreement to provide funding for innovative ways to promote and increase waste reduction and recycling. Agreement is for the period of 6/21/21 through 12/31/21.	Public Health	Res. B2020-116
M000372 JPA BCA SWIFT #179938 SHRF	Bureau of Criminal Apprehension	17-Aug-21	\$261,000.00	Agreement for Ramsey County Sheriff to utilize the Minnesota Criminal Justice Data Communications Network. Agreement is for the period of 08/17/21 through 08/17/26.	Sheriff	Res. B2021-179
CORADU2006-7	Spruce Tree Centre L.L.P.	7-Sep-21	\$1,041,078.60	Lease Amendment #7 to provide leasing for Suite 209, 210, 214, and 226 in the building located at 1600 University Ave, St. Paul MN know as Spruce Tree Centre. Amendment increases max NTE by \$1,041,078.60 from \$4,226,869.80 to \$5,267,948.40. Amendment extends contract from 10/31/2021 through 10/31/2026. Agreement is for the period of 4/1/06 through 10/31/26.	Corrections	Res. B2021- 187
M000373 CITYSTPAUL PUBW	City of Saint Paul	14-Sep-21	\$857,610.94	Cooperative Revenue Agreement to provide cost share and maintenance responsibilities - Reconstruction of Cleveland Avenue between Como Avenue and Larpenteur Avenue and Larpenteur Avenue between Cleveland and Gartner Avenue. Agreement is for the period of 9/14/21 through 9/14/61.	Public Works	Res. B2021-040
M000374 CTYROSEVILLE PUBW	City of Roseville	14-Sep-21	\$777,074.99	Cooperative maintenance agreement to provide for pavement preservation and signal replacements on County Road B2, from Fairview Avenue N and Hamline Avenue N. Agreement is for the period of 9/14/21 through 9/14/61.	Public Works	Res. B2021-040
G000852 HOMELINE CED	HomeLine Tenant Hotline	21-Sep-21	\$34,408.00	Grant Agreement to provide legal and other advice for renters in Ramsey County and across the Metro area. Agreement is for the period of 07/01/2021 through 06/30/2021.	Community and Economic Development	Res. H2021-002
G000853 HOMELINE CED	HomeLine Tenant Hotline	22-Sep-21	\$38,583.00	Grant Agreement to provide legal and other advice for renters in Ramsey County and across the Metro area. Agreement is for the period of 07/01/2021 through 06/30/2022.	Community and Economic Development	Res. H2021-002

G000854 SOLIDGRD CED	Solid Ground	28-Sep-21	\$189,000.00	Grant Agreement to provide 34 units of supportive housing for formerly homeless families. The agreement provides CDBG funding to rehabilitate units and common spaces. Agreement is for the period of 7/1/20 through 6/30/21.	Community and Economic Development	Res. H2020-009
G000855 SOLIDGRD CED	Solid Ground	28-Sep-21	\$82,500.00	Grant Agreement to provide 34 units of supportive housing for formerly homeless families. The agreement provides CDBG funding to rehabilitate units and common spaces. Agreement is for the period of 7/1/21 through 6/30/22.	Community and Economic Development	Res. H2021-002

FINAL PAYMENTS

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE OF FINAL PAYMENT	AMOUNT OF FINAL PAYMENT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
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EMERGENCY PURCHASES

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
WS-ARPA-017	High School for Recording Arts	1-Sep-21	\$20,000.00	Contract Amendment #1 to provide Right Track and employment and training services. Amendment increases the NTE by \$20,000 from \$37,500 to \$57,500. No change in term. Agreement is for the period of 07/14/2021 through 12/31/2021.	Workforce Solutions	Res.B2021-122
WS-ARPA-011	Face to Face Health & Counseling Services, Inc.	7-Sep-21	\$12,500.00	Contract Amendment #1 to provide Right Track and employment and training services. Amendment increases the NTE by \$12,500 from \$62,500 to \$75,000. Agreement is for the period of 07/01/21 through 12/31/21.	Workforce Solutions	Res. B2021-122
WS-ARPA-026	Upturnships	8-Sep-21	\$2,500.00	Contract Amendment #1 to provide Right Track and employment and training services. Amendment increases the NTE by \$2,500.00 from \$37,500 to \$40,000. No change in terms. Agreement is for the period of 07/01/21 through 12/31/21.	Workforce Solutions	Res. B2021-122

WS-ARPA-022	Merrick Community Services	8-Sep-21	\$6,000.00	Contract Amendment #1 to provide Right Track and employment and training services. Amendment to increase the NTE by \$6,000 from \$20,000 to \$26,200. No change in terms. Agreement is for the period of 07/06/21 through 12/31/21.	Workforce Solutions	Res. B2021-122
WS-ARPA-023	Milestone Community Development	13-Sep-21	\$20,000.00	Contract Amendment #1 to provide career pathway training and case management for young adult Ramsey County Resident. Amendment increases the NTE by \$20,000 from \$37,500 to \$57,500. No change in term. Agreement is for the period of 07/08/2021 through 12/31/2021.	Workforce Solutions	Res. B2021-122

SINGLE SOURCE PURCHASES

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
SSD 21-025 SAFETYGALCONSU	Safety Gal Consulting LLC	30-Aug-21	\$30,000.00	Contract to provide training for Ramsey County staff and Foster Care providers on seat belt use and child passenger. Agreement is for the period of 8/16/21 through 8/15/24.	Social Services	3.40.27c
CORRCCF2021-3	Pro-Crisis Inc	3-Sep-21	\$40,000.00	Contract to provide Crisis Intervention Training for staff at the Ramsey County Correctional Facility. Agreement is for the period of 9/7/21 through 9/6/26.	Corrections	3.40.27c
COMGR000078	Project Imani LLC.	14-Sep-21	\$175,000.00	Contract to provide consulting for Transforming Systems Together (TST). Agreement is for the period of 9/6/21 through 9/5/23.	County Manager	3.40.27c
PMO000001	Khang, Foua	21-Sep-21	\$32,000.00	Contract to provide Upward Mobility Grant Project EPMO PM. Agreement is for the period of 9/17/21 through 9/16/22.	Information and Public Records	3.40.27c

SOLE SOURCE PURCHASES

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
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Item Number: 2021-654

Meeting Date: 11/16/2021

Sponsor: Human Resources

Title

Expansion of the Employee COVID-19 Proof of Vaccination and Testing Policy to all Ramsey County Elected Officials

Recommendation

Expand the Employee COVID-19 Proof of Vaccination and Testing Policy to all Ramsey County elected officials.

Background and Rationale

On March 6, 2020, Minnesota reported its first case of COVID-19. As of August 11, 2021, the state of Minnesota has recorded more than 622,000 cases of COVID-19 and more than 7700 deaths. In recent weeks, the COVID-19 Delta variant, a highly contagious SARS-CoV-2 virus strain, was identified as accounting for more than 90% of all COVID-19 infections in Minnesota. Ramsey County is currently identified as an area of “substantial transmission” related to rates of infection while neighboring counties are beginning to move into more critical rates classified as “high transmission.”

Vaccinations began in December of 2020 under an Emergency Use Authorization and were rolled out first to those in long term care facilities, first responders and populations over the age of 65. As of April 2021, all adults and most recently, children over the age of 12 are eligible to get vaccinated. Close to 70% of Minnesota’s population has received at least one shot of vaccine. COVID-19 vaccines have been proven to be safe and effective, and remain the best method of preventing transmission of COVID-19 and preventing serious illness, hospitalization or death.

In recent weeks, the federal government and the state of Minnesota enacted a requirement that all workers and contractors will attest to their vaccination status or be subject to COVID-19 testing requirements. Many private employers have enacted vaccine mandates.

Ramsey County has implemented policy and process requiring all employees to provide proof of vaccination or be subject to regular testing, as well as an infrastructure to administer this process. Ramsey County must do its part and act to prevent the spread and further mutation of the COVID-19 virus. Ramsey County has a duty to protect its workforce and to continue to protect and care for our residents.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Ramsey County’s workforce is comprised of 40% racially and ethnically diverse employees and our community is comprised of 34% racially and ethnically diverse individuals. The COVID-19 pandemic has disproportionately impacted our racially and ethnically diverse communities. Data from Ramsey County’s COVID-19 dashboard shows that residents who identify as Asian, Black, and Hispanic or Latino are disproportionately impacted by COVID-19. According to the [Coalition of Asian American Leaders \(CAAL\)](#)

[Report, <https://caalmn.org/covid-19-report/>](https://caalmn.org/covid-19-report/) COVID-19 has disproportionately impacted the Hmong community with 49% of the deaths within the Asian community compared to White residents in Ramsey County. Acting to prevent the continued spread will help to ensure that residents of color are not continually disproportionately impacted by the virus.

Community Participation Level and Impact

Ramsey County’s Racial Equity and Community Engagement Response Team (RECERT) funded 15 community partners to conduct conversations in their communities to gather input and knowledge regarding the communities’ perceptions of COVID-19, and what is needed in order to slow the spread of COVID-19 among the racially, ethnically, and culturally diverse communities in Ramsey County during the pandemic. A total of 49 conversations were held in multiple cultural communities in fifteen different languages and with over 1,500 Ramsey County residents between the months of November 2020 and February 2021.

Those who attended conversations believe that COVID-19 is a huge issue in their community, both for its health and economic impacts, and are active in taking precautions for themselves. The COVID-19 pandemic has had significant impact on our communities of color, and has been compounded by preexisting factors, including poverty, systemic racism, and historical trauma. Communities want Ramsey County to: Take a stronger role in COVID-19 protections, education and enforcement; Take steps to specifically reduce the spread of COVID-19 in cultural and ethnic minority communities; Continue to support communities in mitigating the impact of this pandemic; and Build relationships and trust with communities to recognize and repair past harm.

In April 2021, Saint Paul - Ramsey County Public Health, in partnership with RECERT, funded eight community partners to host 19 additional community conversations to gather information about myths, fears and hesitations related to the COVID-19 vaccine. The conversations were intended to identify myths, fears, and hesitations that are specific to cultural and ethnic minority groups, and further to help Ramsey County better address these issues when engaging communities about the vaccine.

In addition, starting in October 2020, RECERT hosted monthly community conversations with Dr. Lynne Ogawa where residents and employees learned about the impact of COVID-19, testing and vaccine distribution, the science behind the vaccines, their safety and effectiveness, and protection against COVID-19 variants.

Based on this community input and direct engagement, the request for action will provide greater protection to our community members who interact with Ramsey County employees and visit Ramsey County worksites. These actions are effective ways to keep our workforce healthy and safe while serving and caring for our residents.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

The cost of this initiative will be included within the up to \$1,000,000 from federal Coronavirus response funds approved previously for these efforts.

County Manager Comments

Board action is required to authorize funds in support of COVID-19 vaccine incentives and to establish infrastructure to support COVID-19 vaccine status collection and to administer testing procedures. To ensure that our workforce remains safe and can continue to provide the best service to Ramsey County residents, the County Manager recommends the Board of Commissioners authorize \$1 million dollars in funding in support of the county’s COVID-19 vaccination and testing policy and procedures.

This vaccine or testing requirement is specific to all Ramsey County employees. Planning continues regarding expectations for volunteers and contractors working with Ramsey County. The county will continue monitoring

the implementation of federal and Minnesota state vaccine and testing requirements with the goal of consistent program implementation whenever possible.

To the extent bargaining is necessary with Ramsey County's collective bargaining units, it will commence upon passage of this testing and vaccine requirement and will result in a consistent, fair, affordable and transparent approach to implementation for all Ramsey County employees.

Last Previous Action

On August 17, the Ramsey County Board approved and directed the County Manager to implement a requirement that all Ramsey County employees are required to be vaccinated against or in absence of vaccination be regularly tested for COVID-19 (Resolution B2021-181).

Attachments

1. Employee COVID-19 Proof of Vaccination and Testing Policy

Policy Title Employee COVID-19 Proof of Vaccination and Testing

Department Human Resources

Chapter 4

Section 1

Policy # 13

Effective Date November 1, 2021

POLICY STATEMENT

Ramsey County is committed to preventing the transmission of COVID-19 and creating a safe and healthy workplace for employees. All Ramsey County employees must certify to their vaccination status. Vaccinated employees are asked to provide proof of full vaccination against the COVID-19 virus. Employees who do not provide proof of full vaccination must undergo COVID-19 testing and provide proof of COVID-19 test results on a weekly basis. Any employee who tests positive for COVID-19 regardless of vaccination status must inform their supervisor and isolate at home until they can safely return to a county worksite.

Employees hired on or after November 1, 2021 are required to be fully vaccinated and submit proof of vaccination as a condition of their employment with Ramsey County. After a conditional job offer is made, job candidates must complete a certification of vaccination status form and submit proof of vaccination to the Human Resources Department before their start date. Religious and medical exemptions or reasonable accommodations to this requirement will be considered upon request by a job candidate as required by applicable law.

All employees regardless of vaccination status must also continue to comply with Ramsey County masking, social distancing or other safety protocols as determined necessary. This policy is subject to change at Ramsey County's discretion based on public health guidance. Employees may be subject to additional vaccination, screening or testing requirements under department specific policies and/or state or federal law.

APPLICABILITY

- This policy applies to all county employees, which includes elected officials.
 - Employees may also be subject to additional federal and state policies and guidelines around vaccination. All employees must certify to their vaccination status. Department employees who are subject to regular or

mandatory screening and testing as a part of their work will continue to adhere to those testing and screening protocols in accordance with Centers for Disease Control (CDC) and the Minnesota Department of Health guidelines.

GENERAL INFORMATION

All employees are strongly encouraged to get vaccinated. Full vaccination remains the best way to protect oneself and others from contracting and experiencing significant impacts from COVID-19.

Confidentiality of Medical Information

Ramsey County must maintain the confidentiality of staff COVID-19 vaccination status and test results as provided by law. All information gathered under this Policy, including test results, vaccination status, certification forms, or other forms deemed necessary to carry out this policy must be retained by Human Resources according to the retention schedule and in a secure file separate from the employee's personnel file. Testing information may be shared with the Minnesota Department of Health, St. Paul-Ramsey Public Health (in cases of a COVID-19 outbreak), Human Resources, Ramsey County supervisors or managers with a need to know, or others authorized by law.

Nondiscrimination

Ramsey County will not tolerate retaliation, discrimination, and/or harassment based on vaccination status or for speaking out about unsafe working conditions or reporting a work-related illness or infection or exposure to COVID-19.

DEFINITIONS

Full Vaccination; fully vaccinated: According to the CDC, in general, people are considered fully vaccinated against COVID-19:

- Two weeks after their second dose in a two-dose COVID-19 vaccination series approved by the U.S. Food and Drug Administration ("FDA") or the World Health Organization ("WHO");
- Two weeks after a single-dose COVID-19 vaccine approved by the FDA or the WHO.

Employees must provide proof of vaccination to be considered fully vaccinated. Employees who do not meet these requirements are NOT fully vaccinated.

Unvaccinated: Employees who do not meet the definition of fully vaccinated are considered to be unvaccinated; that includes employees who are partially vaccinated or who decline to provide vaccination status.

COVID-19 Test: A medical test to determine if someone has an active COVID-19 infection. Any test, including polymerase chain reaction (PCR) tests or antigen tests that are submitted to a lab for processing of test results are acceptable at this time.

Remote-first work environment: Under special or unique circumstances, employees are not expected to meet their onsite location requirements under the hybrid or mobile designation and may perform their work duties offsite.

RESPONSIBILITIES

All employees under this policy are responsible for complying with this policy. Failure to comply with this policy may be subject to discipline up to and including termination.

Department directors, managers and supervisors must ensure all employees in their department are informed of the scope and nature of this policy.

Human Resources staff and their designees will provide training, review and monitor compliance with this policy and work with department staff as necessary to ensure compliance.

PROCEDURES

Certification of Vaccination Status

All employees are required to complete certification of COVID-19 vaccination status using the [Self-Service page in the county's secure, online personnel and payroll system called Summit or My Summit](#). All current employees are required to complete the certification by November 1, 2021. The certification requirement applies to all employees regardless of their current work location.

New employees hired on or after November 1, 2021 will be required to complete the certification with new hire paperwork at the time of onboarding.

Employees who are vaccinated against COVID-19

Employees who certify that they are fully vaccinated must upload proof of vaccination using the [Summit Self-Service page](#). Employees may upload the following:

- CDC COVID-19 Vaccination Record Card
- If an employee does not have their COVID-19 Vaccination Record Card, employees may submit documentation from the vaccination provider that includes the following:
 - Full Name
 - Date of Birth
 - Vaccine Manufacturer (i.e. Pfizer, Moderna, Johnson & Johnson, etc.)
 - Lot Number
 - Date of Vaccination, and
 - Site Location or Signature of Vaccine Administrator
- If vaccinated in another country, then an original or copy of an alternative official vaccination record, as proof of FDA- or WHO-approved COVID-19 vaccination status.

Authorized human resources personnel or their designees will review the certification form and proof of COVID-19 vaccination. Employees who certified to be fully vaccinated, but who did not submit proof of vaccination will be considered to be unvaccinated and must submit weekly testing results.

Employees who upload proof of vaccination will receive a \$100 incentive in a future paycheck.

Testing procedures for employees who are not fully vaccinated or decline to provide proof of full vaccination

Employees who certify that they are unvaccinated or who decline to provide proof of full vaccination must undergo weekly testing starting November 1, 2021 and submit test results in [Summit's Self-Service portal](#).

Employees may test at home, onsite if onsite testing is available, or at any other acceptable testing facility. COVID-19 tests are available near many Ramsey County worksites and currently free of charge. COVID-19 tests may be either PCR or antigen and results must be processed in a lab. At-home test kits that are not processed in a lab will not be accepted. Available options for testing include: community testing sites

([COVID-19 Community Testing Sites](#)), Vault at-home saliva test kits ([COVID-19 Test at Home – Minnesota Dept. of Health](#)), or PCR or antigen testing at a clinic, hospital, or pharmacy.

Once an employee receives their test results, a copy must be uploaded to the [Self-Service Portal in Summit](#). Test results may be an image from a cell phone or computer as long as the name of the employee is listed, as well as the testing date and the result. Test results must be uploaded at least once per week.

Employees may use up to one hour of work time to comply with the testing requirement with the supervisor's approval. Employees testing outside of work time will be reimbursed at a flat payment of \$15 per week.

Unvaccinated employees must continue reporting to work while they wait to receive their test results, except:

- 1) Employees who have been exposed to someone with COVID-19; or
- 2) Employees who are experiencing COVID-19 symptoms and/or test positive for COVID-19. See the section below, "Employees who Test Positive for COVID-19."

Test results will be maintained in a separate file from the Employee's personnel record in accordance with the retention schedule. Authorized human resources staff and their designees with a business need to know will have access to testing results. Test results may also be shared with St. Paul – Ramsey County Public Health or other health officials as necessary to ensure public safety.

Exceptions to Testing for Employees who are not fully vaccinated

Unvaccinated employees who have had a laboratory-confirmed case of COVID-19 within the past 90 days do not need to submit a weekly test for the 90 days after their diagnosis. This is because a case may test positive for many weeks after their symptoms have resolved. If the employee is still unvaccinated, they will need to resume weekly testing after the 90 days have elapsed. The employee must provide human resources/department designee documentation of a positive COVID-19 test result in order to be exempt from testing for 90 days.

Employees who are on vacation, who are out sick, or who are on another type of approved leave do not have to test or submit test results for the weeks they are absent

from the workplace. If the employee is present any time during the work week, the employee must submit a test result for that week.

Employees who are not fully vaccinated and designated as “Remote First” during times of substantial or high transmission of COVID-19 as designated by the CDC will not have to submit weekly testing results for any work week they are not working onsite. During Remote First work environment, employees voluntarily coming onsite or who are asked to report onsite for business reasons must submit COVID-19 test results for that work week.

Any employee who becomes fully vaccinated against COVID-19 or who did not previously certify to full vaccination, may complete a new certification form and present full proof of full vaccination against COVID-19 to be removed from the testing requirement.

Employees who Test Positive for COVID-19

Any employee who tests positive for COVID-19 regardless of vaccination status, must inform their supervisor and stay home and isolate until it is safe to return to work.

Employees should refer to the [HR Guidance on COVID-19 Exposure and Leave Time](#) for isolation periods and leave authorized for this purpose. A positive COVID-19 test result will not be used as the basis for discipline or discharge.

Noncompliance with this Policy

Noncompliance with this policy may result in disciplinary action, up to and including discharge. The following constitutes noncompliance with this policy:

- Failure to complete the required certification of vaccination status;
- Failure to complete required weekly testing and/or submit weekly testing results in cases where the employee is not fully vaccinated;
- Providing false documentation of vaccination status or testing results;
- Improper disclosure of an employee’s vaccination or testing status to any individual who does not have a business need to know; or
- Any other violation of the requirements of this policy may result in discipline, up to and including discharge.

Employees in violation of this policy present a health and safety risk to the employer and may be placed on unpaid leave status until demonstrating compliance with policy requirements.

Requesting Reasonable Accommodations or Exemptions

Requests for reasonable accommodations or exemptions under the Americans with Disabilities Act or Title VII of the Civil Rights Act to these policy requirements due to disability or medical (including pregnancy-related) reasons, or sincerely held religious beliefs, practices, or observances will be received and evaluated on an individual case-by-case basis consistent with state and federal law.

Employees seeking a medical or religious accommodation or exemption must send an email to their [Human Resources Business Partner](#)/Generalist and include the following information:

- Name
- Department
- Supervisor
- Type of Exemption Requested: Medical or Religious
- For medical exemptions: indicate what part of this policy you are unable to comply and how it's related to your medical condition or disability under the Americans with Disabilities Act (ADA). Attach a doctor's note.
- For religious exemptions: indicate which part of the policy you are unable to comply with because of a sincerely held religious belief. You do not need to include additional documentation.
- In all cases, Human Resources may ask for additional information if needed to understand or process your request.

Human Resources will work with the employee through an interactive process and the supervisor where needed to determine if an employee's exemption request can be granted and the employee can be accommodated without causing an undue hardship.

COMMUNICATION AND TRAINING PLAN

The certification form outlines the requirements of this policy and consequences of the policy and asks each employee to certify whether they have been vaccinated. By signing this certification, employees provide their vaccination status and indicate their

acknowledgement and understanding of the policy and the consequences for noncompliance.

Training on the procedures will be available through the Learning Management System with resources including FAQs will be posted on the [Vaccine and Testing page of Rasmeycounty.us](#).

AUTHORITY

- [Home Rule Charter, Sec. 3.02 - Powers and Duties of the County Manager](#)
- [Administrative Code, Chapter 3.30.00 - Powers and Duties of the County Manager](#)

LINKS AND RESOURCES

[COVID-19 Vaccine Safety Information](#)

[Centers for Disease Control \(CDC\) COVID-19 Vaccine](#)

[Summit Self-Service](#) or [My Summit](#)

[Vaccine Clinics](#)

[FAQs - COVID-19 Vaccine and Testing Requirements Policy](#)

CONTACTS / SUBJECT MATTER EXPERTS

Human Resources

- HR Business Partners/Generalists: [651-266-2700](#) or RamseyNet page, [Human Resources Business Partners/Generalists](#)
- Disability and Leave of Absence Administration: [651-266-2729](#)
- Safety and Occupational Health Coordinator: [651-266-2929](#)
- Labor Relations Manager: [651-266-2728](#)

Public Health

- Public Health Safety and Occupational Health Coordinator: [651-266-1209](#)

REVISION HISTORY

Date	Brief description of change	Approver
November 16, 2021	Addition of a “remote-first” definition, change of approver and inclusion of elected officials.	Ryan O’Connor

APPROVAL

Ryan O'Connor
County Manager
November 16, 2021