



Board of Commissioners

Agenda

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

February 22, 2022 - 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. 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 Center for Disease Control's transmission level registering as substantial or high in Ramsey County. The meeting broadcast will be available online and linked via ramseycounty.us/boardmeetings.

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

- Agenda of February 22, 2022 is Presented for Approval** [2022-046](#)
Sponsors: County Manager's Office
Approve the agenda of February 22, 2022.
- Minutes from February 15, 2022 are Presented for Approval** [2022-047](#)
Sponsors: County Manager's Office
Approve the February 15, 2022 Minutes.

PRESENTATION OF AWARD

- Presentation: Ramsey County Employee Achievement Awards: Renay Strenger, Social Services** [2022-103](#)
Sponsors: Human Resources
None. For information and discussion only.

COVID UPDATE

ADMINISTRATIVE ITEMS

- Amendment Number One to Lease Agreement with Metropolitan Council at Ramsey County Metro Square Building** [2022-112](#)

Sponsors: Property Management

1. Approve the Amendment Number One to the Lease agreement with Metropolitan Council, 390 Robert Street North, St. Paul, MN for space at Metro Square, 121 7th Place East, St. Paul, MN, for the period of January 1, 2022 through February 28, 2025.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.
3. Authorize the County Manager to execute amendments to the lease to address changes in use by the Metropolitan Council, provided that there are no changes to the general terms and conditions and that there is no financial impact to revenue from the amendment.

5. Single Source Agreement with the W. Haywood Burns Institute for a Learning Community Cohort [2022-100](#)

Sponsors: County Manager's Office

1. Approve the single source agreement with the W. Haywood Burns Institute, 475 14th St. #800, Oakland, CA 94612, for the Learning Community for the period of February 22, 2022, through February 21, 2024 in the not-to-exceed amount of \$250,000.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of available funding.

6. Professional Services Agreements with Holiday Stationstores and Burlington Stores, Inc. for Gift Cards [2022-043](#)

Sponsors: Finance

1. Approve the selection of and the agreements with Holiday Stationstores LLC, 4567 American Blvd. W., Bloomington, MN 55437 and Burlington Stores, Inc., 1830 US Route 130 N, Burlington, NJ 08016 to provide gift cards to clients and community members for a period of five years in accordance with the rates in the contracts.
2. Authorize the Chair and Chief Clerk to execute the agreements.

7. State of Minnesota General Obligation Bond Declaration for Keller Regional Park [2022-101](#)

Sponsors: Parks & Recreation

1. Approve the state of Minnesota General Bond Declaration as a requirement to the Metropolitan Council Regional Parks and Trails Capital Improvement Program Grant.
2. Authorize the Chair and Chief Clerk to execute the state of Minnesota General Bond Declaration.

8. Reinstatement of a Sales Contract for Deed for a Tax-forfeited Property Located at 759 Cook Avenue East, Saint Paul, MN, 55106 [2022-102](#)

Sponsors: Property Tax, Records & Election Services

Approve the Reinstatement of the Sales Contract for Deed with EH KA Nyaw Ray for the following tax-forfeited property, subject to the execution of a Reinstatement Contract and receipt of payment in full upon execution of the contract within 30 days of approval of this resolution:

Commissioner District 6

PIN: 29-29-22-14-0029

Property Address: 759 Cook Avenue East, Saint Paul, MN 55106

Reinstatement Amount Due to Date: \$6,860

9. Public Works Construction Quarterly Report for October 1, 2021 through December 31, 2021 [2022-099](#)

Sponsors: Public Works

Accept the Public Works Construction Quarterly Report for the period of October 1, 2021 through December 31, 2021.

10. December 2021 Report of Contracts, Grant and Revenue Agreements, Emergency Purchases, Sole Source, Single Source Purchases and Final Payments. [2022-104](#)

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 December 2021.

POLICY ITEM

11. Ramsey County Vision, Mission and Goals [2022-090](#)

Sponsors: County Manager's Office

Reaffirm Ramsey County's Vision, Mission and Goals as follows:

Vision: A vibrant community where all are valued and thrive.

Mission: A county of excellence working with you to enhance our quality of life.

Goals:

1. Strengthen individual, family and community health, safety and well-being through effective safety-net services; innovative programming; prevention and early intervention; and environmental stewardship.
2. Cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty through proactive leadership and inclusive initiatives that engage all communities in decisions about our future.
3. Enhance access to opportunity and mobility for all residents and businesses through connections to education, employment and economic development throughout our region.
4. Model forward-thinking investment, fiscal accountability and transparency through professional operational and financial management.

12. Presentation: Housing Stability Project Update [2022-012](#)

Sponsors: Housing Stability

None. For information and discussion only.

ORDINANCE PROCEDURES

13. Revised Parks & Recreation Ordinance

[2022-097](#)

Sponsors: Parks & Recreation

Adopt the revised Parks & Recreation Ordinance

LEGISLATIVE UPDATE

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:30 a.m. (estimated): County Board Workshop - Heading Home Ramsey Continuum of Care

Join the Zoom webinar:

<https://zoom.us/j/92844009035?pwd=UFhvWGs0K3ZYQXk3bIVidVArWFJ1QT09>

Webinar ID: 928 4400 9035 | Passcode: 080639 | Phone: 651-372-8299

12 p.m.: Joint County-Courts Meeting

Join via Zoom:

<https://zoom.us/j/92121860377?pwd=YzFnZ25nRzBjQ3BmeVJ6QzZ6SzljQT09>

Webinar ID: 921 2186 0377 | Passcode: 986841 | Phone: 651-372-8299

1:30 p.m.: County Board Workshop - Pathways to Success on Probation - Reducing Revocations

Join the Zoom Webinar:

<https://zoom.us/j/99183546418?pwd=WnpIdEFvd00xVkvqQIVxd0RXQWh6UT09>

Webinar ID: 991 8354 6418 | Passcode: 603254 | Phone: 651-372-8299

Advance Notice:

March 1, 2022 County board meeting – Council Chambers

March 8, 2022 County board meeting – Council Chambers

March 15, 2022 County board meeting – Council Chambers

March 22, 2022 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

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

Item Number: 2022-046

Meeting Date: 2/22/2022

Sponsor: County Manager's Office

Title

Agenda of February 22, 2022 is Presented for Approval

Recommendation

Approve the agenda of February 22, 2022.



Board of Commissioners

Request for Board Action

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

Item Number: 2022-047

Meeting Date: 2/22/2022

Sponsor: County Manager's Office

Title

Minutes from February 15, 2022 are Presented for Approval

Recommendation

Approve the February 15, 2022 Minutes.

Attachments

1. February 15, 2022 Minutes



Board of Commissioners

Minutes

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

February 15, 2022 - 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: Carter, Frethem, McDonough, McGuire, Ortega, Reinhardt, and Chair MatasCastillo. Also present were Ryan O'Connor, County Manager, and Sam Clark, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Lead by Commissioner McDonough.

LAND ACKNOWLEDGEMENT

Read by Commissioner McDonough:

"Every community owes its existence and vitality to generations from around the world who contributed their hopes, dreams, and energy to making the history that led to this moment. Some were brought here against their will, some were drawn to leave their distant homes in hope of a better life, and some have lived on this land since time immemorial. Truth and acknowledgment are critical to building mutual respect and connection across all barriers of heritage and difference. We are standing on the ancestral lands of the Dakota People. We want to acknowledge the Ojibwe, the Ho Chunk and the other nations of people who also called this place home. We pay respects to their elders past and present. Please take a moment to consider the treaties made by the tribal nations that entitle non-Native people to live and work on traditional Native lands. Consider the many legacies of violence, displacement, migration, and settlement that bring us together here today. And please join us in uncovering such truths at any and all public event."

1. Agenda of February 15, 2022 is Presented for Approval [2022-057](#)

Sponsors: County Manager's Office

Approve the agenda of February 15, 2022.

Motion by Reinhardt, seconded by McGuire. Motion passed.

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

2. Minutes from February 8, 2022 are Presented for Approval [2022-058](#)

Sponsors: County Manager's Office

Approve the February 8, 2022 Minutes.

Motion by Carter, seconded by Ortega. Motion passed.

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

ADMINISTRATIVE ITEMS

3. 2022 Capital Improvement Program Bond Series 2022A - Award Sale

[2022-107](#)

Sponsors: Finance

Award the general obligation bond sale of up to \$19 million.

Discussion can be found on archived video.

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2022-054

ADJOURNMENT

Chair MatasCastillo declared the meeting adjourned at 9:15 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2022-103

Meeting Date: 2/22/2022

Sponsor: Human Resources

Title

Presentation: Ramsey County Employee Achievement Awards: Renay Strenger, Social Services

Recommendation

None. For information and discussion only.

Background and Rationale

The Ramsey County Achievement Award Program Selection Committee is a volunteer committee of employees from different departments of the County who research, review and make final recommendations on nominations put forward in any of several categories of employee achievement or excellence.

The Selection Committee has approved the nomination of employee Renay Strenger, Childcare (licensing) Intake worker in Social Services, to be recognized with an Employee Achievement Award in the category of Excellent Job Performance.

Attachments

1. Memorandum to Commissioners of Employee Achievement Award

February 15, 2022

To: Ramsey County Board of Commissioners
Cc: Ryan O'Connor, County Manager
Ann Feaman, Director, Talent Division, Human Resources

From: Abel Piñeiro, Diversity, Inclusion & Organizational Development Specialist
HR Liaison to RC Achievement Award Committee

Subject: Achievement Award for Renay Strenger, Ramsey County Attorney's Office

The Ramsey County Employee Achievement Award Selection Committee has selected the following employee to receive an Achievement Award. This is to advise you that in accordance with County Board Resolutions, **Renay Strenger**, Social Worker, Child Care Intake, will receive an Employee Achievement Award. Presentation of the award will be made at the February 22, 2022, meeting of the County Board.

Nomination Summary

Renay Strenger works as the front-line social worker for Child Care Intake, a role she has held for almost two decades.

She was nominated for a Ramsey County Employee Achievement Award in the category of Excellent Job Performance.

Renay is known for her excellent work ethic and commitment; unique interpersonal relationship techniques; always making safety a priority; and giving her clients peace of mind.

With the many rules and regulations that the county must fulfill related to childcare licensing, Renay takes it upon herself to thoroughly understand the process, which was made more difficult during the pandemic. Despite the added difficulty, Renay never let it stop her from supporting her clients.

Renay guides applicants through required site visits, fire inspections and other tasks they must complete. If the applicants aren't following the required timelines, Renay writes letters or calls them to follow up.

Renay takes the applicants very seriously. If they are struggling, she always wants to give them a chance, encouraging them to write from their perspective to show that they care.

Renay has taken on these responsibilities in addition to her regular case load as a social worker and always goes out of her way to meet the needs of applicants. She also volunteered to work with the NET study centralized fingerprint system for over 400 licensed homes.

In summary, the Achievement Award Selection Committee recommends that Renay Strenger be awarded a Ramsey County Employee Achievement Award in the category of "Excellent Job Performance."

CC: Ryan O'Connor; Ann Feaman

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Saint Paul, MN 55101
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Fax: (651) 266-2727
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Board of Commissioners

Request for Board Action

Item Number: 2022-112

Meeting Date: 2/22/2022

Sponsor: Property Management

Title

Amendment Number One to Lease Agreement with Metropolitan Council at Ramsey County Metro Square Building

Recommendation

1. Approve the Amendment Number One to the Lease agreement with Metropolitan Council, 390 Robert Street North, St. Paul, MN for space at Metro Square, 121 7th Place East, St. Paul, MN, for the period of January 1, 2022 through February 28, 2025.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.
3. Authorize the County Manager to execute amendments to the lease to address changes in use by the Metropolitan Council, provided that there are no changes to the general terms and conditions and that there is no financial impact to revenue from the amendment.

Background and Rationale

The Metropolitan Council has leased space at Metro Square since March 2018. The initial use of the space was for the Gold Line Bus Rapid Transit (BRT) Project Office. The Metropolitan Council now requests to use half of the space in support of the Purple Line BRT Project Office.

The Purple Line is a 15-mile BRT line serving the communities of St. Paul, Maplewood, Vadnais Heights, Gem Lake, White Bear Township and White Bear Lake. The line will connect with existing and future light rail BRT service of the Metro System, including direct connections to the Green Line, Gold Line, B Line, G Line and H Line, as well as local and express bus routes. The line will serve 21 neighborhood-scaled, high amenity stations with frequent, comfortable, and convenient daily service from early morning to late evening in both directions allowing more available use of transportation.

The Metropolitan Council intends to co-locate staff from these two transit projects in the existing leased space. All other terms of the lease remain in effect through expiration February 28, 2025.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The Purple Line BRT is a major investment in mobility throughout Ramsey County. The line will increase accessibility to jobs, housing, and services, thus improving the attractiveness and competitiveness of the east metro area.

Community Participation Level and Impact

There is no community engagement for this lease amendment.

Inform Consult Involve Collaborate Empower

Fiscal Impact

There is no fiscal impact with this lease amendment.

County Manager Comments

No additional comments.

Last Previous Action

On November 28, 2017, the Ramsey County Board of Commissioners approved the Lease Agreement with Metropolitan Council for Metro Gold Line Bus Rapid Transit Project Office in the Ramsey County Metro Square Building (Resolution B2017-314).

Attachments

1. Amendment Number One to Lease Agreement

METROPOLITAN COUNCIL
390 North Robert Street, St. Paul, MN 55101-1805
(651) 602-1000

AMENDMENT NUMBER ONE
to
LEASE

Metropolitan Council Contract No. 17M164

Ramsey County, a political subdivision of the State of Minnesota (“hereinafter referred to as “**Landlord**”) and the Metropolitan Council, a public corporation and political subdivision under the laws of the State of Minnesota (hereinafter referred to as “**Tenant**”) agree that the lease entered into on March 1, 2018 (“**Lease**”) is amended in the following particulars.

1. 2. USE is amended as follows:

The Premises shall be used by Tenant, which consists of the Gold Line Project Office as well as the Purple Line Project Office as of January 2, 2022, for the Use set forth, and for no other purpose, in compliance with all applicable federal, state and local laws, ordinances, codes, rules, regulations and orders, including but not limited to the Americans with Disabilities Act and all laws, ordinances and regulations pertaining to the generation, use, storage, removal and disposal of hazardous substances. Tenant agrees to comply with the rules and regulations of Landlord which are attached hereto as Exhibit D. Subject to the Landlord’s prior written consent, Tenant shall, at its expense, make any alternations and improvements to the Premises required at any time in order for the Premises and the use thereof to comply with such laws, ordinances, codes, rules, regulations and orders. No part of the Premises shall be used for any purpose which constitutes a nuisance (as defined by St. Paul City Ordinances) or which is dangerous, illegal or offensive, or which interferes with the general safety, comfort and convenience of Landlord or any other tenant or occupant of the Building. No noise, conduct or process shall be permitted at any time which shall in the reasonable opinion of Landlord, serve to annoy or disturb any other tenants of the Building. The permitted Use does not include residential use of any kind, including overnight occupancy. Landlord shall designate a location for Tenant to load and unload items for the Premises.

2. EXHIBIT A, Rent Schedule, is amended as follows:

All Rent, beginning with the Rent payment due to the Landlord on January 1, 2022, through the termination of the Lease, shall be paid 50% by the Gold Line Project Office and 50% by the Purple Line Project Office.

Except as amended hereby, the provisions of the above-referenced Lease shall remain in force and effect without change.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized officers on the dates set forth below.

LANDLORD:

TENANT:

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
Trista MatasCastillo, Chair,
Ramsey County Board of Commissioners
Date: _____

By: *Mary Bogie*
Mary Bogie, Regional Administrator
Date: Feb 3, 2022

By: _____
Mee Cheng, Chief Clerk,
Ramsey County Board of Commissioners
Date: _____

Approval Recommended by:

By: Jean R. Krueger
Jean R. Krueger, Director
Property Management
Date: 2/4/2022

Approved as to form ~~and insurances~~:

Amy K. Adams
Assistant Ramsey County Attorney
Date: 2/4/2022

Board of Commissioners

Request for Board Action

Item Number: 2022-100

Meeting Date: 2/22/2022

Sponsor: County Manager's Office

Title

Single Source Agreement with the W. Haywood Burns Institute for a Learning Community Cohort

Recommendation

1. Approve the single source agreement with the W. Haywood Burns Institute, 475 14th St. #800, Oakland, CA 94612, for the Learning Community for the period of February 22, 2022, through February 21, 2024 in the not-to-exceed amount of \$250,000.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of available funding.

Background and Rationale

In 2018, the W. Haywood Burns Institute (Burns Institute) initiated a Learning Community at no charge with Ramsey County and the City of Saint Paul in order to examine how institutional racism lives in county systems and challenged leaders to imagine how to deconstruct and reconstruct structures to advance racial equity. This initial cohort included leaders from the County Manager's Office, two Ramsey County Board Commissioners, Safety and Justice Service Team, Health and Wellness Service Team, Ramsey County Attorney's Office, Ramsey County Sheriff's Office, Public Defender's Office, Saint Paul Police Department, Saint Paul City Attorney's Office and community at the table. This cohort of staff and community members inspired leadership to initiate many of the transformative strategies and initiatives currently existing across county and city government focused around the public safety system including the creation and co-design of Transforming Systems Together, Alternative and Community Response to 911 calls, reformation of extended juvenile justice, and refined policy on pre-textual stops.

Building from the learnings of the Learning Community experiment with the first cohort, Burns Institute will engage a second cohort of system and community leadership across Ramsey County to participate in new Learning Community experience. This second cohort is intended include departments outside of the public safety system including leaders within Strategic Service Team, Information and Public Records, Economic Growth and Community Investment, leaders from suburban Ramsey County cities, and two Ramsey County Board Commissioners in order to promote innovation supporting racial equity across different service teams and sectors.

Always challenging racial hierarchy and the social control of communities of color by the justice sector and other public systems, Burns Institute employs strategies and tactics to establish a community centered approach of justice administration that is anchored in structural well-being. Burns Institute will lead the Learning Community through a series of substantive components and activities, in a brave and safe space that allows for honest and frank discussions about structural racism. The process encourages stakeholders to be iterative, cultivating a self-awareness and self-discovery their roles relative to the structural impediments to achieving equity. The goal of this work is to embed a keen understanding by system and community stakeholders of the need to deconstruct current apparatuses and renovating to help ensure that Ramsey

County residents and employees get what they need at every turn in order to thrive.

Following county single source policy and procedures, the Burns Institute Learning Community project is both singular in its relevance and impactful in its product. Burns Institute has decades of experience working to advance the safety and well-being of people of color through system reform, combined with community capacity-building. It has used a data-driven process to help jurisdictions identify and reduce racial and ethnic disparities since our inception. Additionally, the Burns Institute has partnered in the co-design of the TST since the inception, developing curriculum, providing guidance and facilitation, and strategic thought partnership in its distinctive development. They have also worked with many of the same community and systems participants in other endeavors in the county over the last 15 years. They are the rare technical assistance provider that is comfortable and more importantly has the trust of Ramsey County community members and systems stakeholders.

Through its previous work with Ramsey County, Burns Institute has developed a unique process and have built impactful relationships to coach government and community leadership around how to transform systems to address structural racism. Ramsey County’s internal structure has been assessed and does not have the expertise or capacity to provide the services offered by the Burns Institute Learning Community project. The process Burns Institute offers through the Learning Community has been created through their first cohort with Ramsey County and Lucas County, and is not offered by any other organization locally, nationally, nor globally. The Burns Institute has also tailored their approach to Ramsey County government and community’s nuanced needs in order lead Ramsey County stakeholders through a journey to think differently about its impact and ownership of government systems. Furthermore, the Burns Institute has led to clear impact, as Ramsey County and other government partners have undertaken and implemented policy initiatives visioned through the Learning Community process.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

The Learning Community centers racial equity as the central focus of this professional development and think tank opportunity. Not only will leaders in the community and systems work to understand their professional responsibility to advancing racial equity, but also be challenged to own their personal contribution to the mission. The Learning Community space will develop leadership to reconstruct government systems to have an even greater impact on racial equity at all levels.

Community Participation Level and Impact

There was a first cohort that involved community participation which lead to the design of this single source agreement. Community members were and are still part of the process. Various members and subcommittees from this second cohort will participate in the design of the Learning Community activities and curriculum as well as the Learning Community itself. This process facilitates community leadership and shares power with community members in these spaces.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

The total cost in the not-to-exceed amount of \$250,000, is included the County Manager’s Office Strategic Priorities budget.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. Ramsey County Single Source Request Form
2. Professional Services Agreement

****Exceeds Contract Value Authority****

Definitions

Single Source: A direct purchase of professional or client services from one particular contractor even though other competitive sources may be available. Having a contractor provide additional services based on the experience and knowledge they have gained, along with their unique talents, allows the county to advance important county initiatives while saving the county time and money.

Sole Source: A situation created due to the inability to obtain competition. May result because only one contractor possesses the unique ability or capability to meet the particular requirements of the solicitation.

Department Section

Department: COMGR
Requisition ID: 0000003289
Requestor: ANDREW.GREENLEE
Date: December 20, 2021
Procurement Description: Consulting
Contractor Name: W. Haywood Burns Institute
Contract Term (including renewals): 3 years
Anticipated Contract Value (including renewals): 250,000.00

1.

Is this a single or sole source request?

Single Source

2.

Select the good or service category:

Professional Services

3.

Will the purchase be made using grant, state and/or federal funding? No

4.

Describe in detail how this procurement meets either the single source or sole source definition:

The Haywood Burns (BI) Learning Community project is both singular in its relevance and impactful in its product. Through its previous work with Ramsey County, BI has developed a unique process and build impactful relationships to coach government and community leadership around how to transform systems to address structural racism. The process BI offers through the Learning Community has been created through their first cohort with Ramsey County and Lucas County, and is not offered by any other organization locally, nationally, nor globally. BI also has tailored their approach to Ramsey County government and community's nuanced needs in order lead our stakeholders through a journey to think differently about our impact and ownership of government systems. Moreover, their work has led to clear impact, as Ramsey County and other government partners have undertaken and implemented policy initiatives visioned through the Learning

Community Process. Additionally, we have assessed our internal structure and do not have the expertise or capacity to provide these services

5.

What other contractors and/or goods or services did you consider before you arrived at your conclusion? List all findings.

We have assessed our internal structure and we do not have the expertise and capacity to provide these services. Externally, no other contractors have this expertise and method as the Burns Institute (BI) developed their unique approach through a test pilot with Ramsey County. BI began work in 2006 with the community and is the only organization that has the capacity, knowledge, and expertise to continue this work with Ramsey County.

6.

List previous solicitations and/or contracts for these goods or services:

Burns Institute had a previous contract (SJ0000002) and a current contract (COMGR000080) with the County to provide consulting, facilitation, and community engagement for the Transitioning Systems Together division. Both these contracts were done by way of single source request, but the services are not identical to the cohort training services proposed in this single source request.

7.

Explain how the contractor's cost is fair and reasonable.

The total cost for this contract is \$200,000 for a two-year relationship. We are adding additional value and allowing for a one-year renewal to the contract to accommodate travel expenses, program delays, and other unanticipated situations. The consultant hourly rate is \$275/hour and travel rate is \$225/hour, which is comparable to other consultant rates that work with the County.

8.

Are there any conflict of interest that you are aware of related to this proposed acquisition? No

9.

Single Source - Obtain documentation from the contractor to supports its claim that they are uniquely qualified for this particular service and any documentation stating the work to be performed, proposal, quote/invoice. Documentation may be attached and forwarded to the Procurement Specialist.

10.

Yes, I certify that, to the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: Zachary Hylton

Date: January 4, 2022

Procurement Specialist Section

1. Is there a State Master contract available to CPV members for this purchase? Yes No

2. If yes, did the Department consider using the State Master contract? Yes No N/A

3. Is this a single source or sole source purchase?

No Provide information about other available sources for the requested good or service (e.g., Master Agreement, names of contractors) and a solicitation recommendation.

Yes State justification for single source or sole source classification: In light of the unique qualifications of Burns Institute, I conclude that this single source request complies with Ramsey County Procurement Policy, along with State and Federal regulations. Having Burns Institute provide these services based on the experience and knowledge they have gained, along with their unique talents, allows the county to advance important county initiatives while saving the county time and money.

Yes I certify that, to the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: Andrew Greenlee
Title: Senior Procurement Specialist
Date: 1/4/2022



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of County Manager, 250 Courthouse, 15 West Kellogg Blvd., Saint Paul, MN 55102 ("County") and W. Haywood Burns Institute, 475 14th St., Suite 800, Oakland, CA 94612, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from February 22, 2022 through February 21, 2024 and may be renewed for up to one (1) additional one year period(s).

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

1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

2. Scope of Service

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

2.1.

2.1.1 Program overview:

The W. Haywood Burns Institute (BI) shall commence a journey of inquiry with stakeholders in Ramsey County to examine how racial hierarchy lives in the County systems. They will engage wide range of government representatives such as, but not limited to, Human Resources, Finance, Workforce Solutions, Transforming Systems Together, and the Criminal Justice Coordinating Council. This collaborative is dubbed the Ramsey County Learning Community (LC).

BI shall lead the LC through substantive components and activities, in a brave and safe space that allows for honest and frank discussions about structural racism. The process allows for stakeholders to be iterative, cultivating a self-awareness of figuring themselves out and their role relative to the structural impediments to achieving equity. The goal of this work is to embed a keen understanding by system stakeholders of the need to deconstruct current apparatuses and renovating to help ensure that Ramsey County residents and employees get what they need at every turn in order to thrive.

2.1.2 LC learning sessions and activities:

BI shall conduct and facilitate the following sessions and activities. BI shall be responsible for completing administrative tasks associated with these meetings, including but not limited to scheduling sessions, securing space for in-person sessions (if applicable), and obtaining and managing effective video conferencing tools.

1. Scope

- a. Pre-first session: Who is in the Room

- b. Develop a strategic group off leaders from systems and community to participate in the Learning Community. Work with Ramsey point of contact to support planning and design.
2. Level Set
 - a. Share the history of Ramsey Learning Community;
 - b. Collaboratively develop the objectives of this particular cohort
 - c. Introduce and wrestle with Structural Well-being; including four conundrums, major obstacles, that have traditionally prevented jurisdictions from engaging structural issues that lead to racial and ethnic disparities.
 3. Historical Competency and Collective Understanding of Fundamental Structural Racism Concepts
 - a. Develop multimedia materials to engage learning community around research and approaches toward structural racism relevant to their departments and work.
 - b. Focus on the structural
 - c. Break out activities
 - d. Local history panel for Ramsey County and represented departments
 - e. Setting the floor for the development of Values
 4. Fundamentals: Developing Group Norms and Values
 - a. Along with historical competency, laying the foundation for moving leadership to actionable change
 - b. Distinguish process and substantive based values aimed at providing the underpinnings for group decisions
 - c. Dyad activity
 - d. Journaling
 5. Mental Models; Self-Awareness; Complete Norms and Values
 - a. Unpacking how and what we think so that we can move to change
 - b. Exploring how can our rules translate to service delivery departments; rules vs. mission driven goals
 6. Demographic and Geographic Focus Areas; Proximity; developing understandings of the Ramsey County local context and the daily work of learning community participants to clarify:
 - a. Most impacted communities
 - b. Impressionistic/normative data collection
 - c. Impact of decision makers proximity to clients
 7. Population and Performance Accountability
 - a. Using department data to understand the structural impact of our work
 - b. Quantitative data - Collect quantitative data from departments to reveal their collective impacts on the communities they serve and contributions to structural racism
 - I. Results of Learning Community data and/or data from cohort sectors
 - II. Fish bowl - Using real life experiences with different departments to understand the quagmire that families and communities must navigate and that systems are functioning as designed
 8. Population and Performance Accountability
 - a. Working with Learning Community cohort to pioneer new understandings of accountability
 - b. Better understand the role of budgets in advancing racial equity work and establishing accountability. Budgets – funds expended in the focus areas; investment or disinvestment
 9. Othering & Belonging; Designing for Justice
 - a. Recognizing Othering

- b. Naming policies/practices
 - c. Physical spaces matter
10. Community-centered
- a. Fundamentals, why this matters
 - b. What does this look like for 2nd cohort sectors? How do we engage community in a strategically effective way?
11. Bringing 1st and 2nd Cohort Together
- a. Share learnings and workshop together on shared concerns and questions.
12. Montgomery, AL Retreat
- a. Brings Cohort to Montgomery, AL to visit the Equal Justice Initiative and engage in multi day planning workshops for deeper cross-sector change
13. Peer-Peer Opportunities
- a. Opportunities throughout the process will be created to build relationships with other jurisdictions around the country and the world.
14. Assessing the Learning Community Cohort Progress
- a. How have the members grown?
 - b. Where is there still space for growth?
 - c. What are the critical questions which must be addressed by the represented departments in order to more deeply commit to structural wellbeing framework?
 - d. How can we continue to invest in ourselves and our community to move further down this path?

2.1.3 Reporting requirements.

A final report will be provided to participants and the County Manager at the end of the experience. This report will overview the Learning Community Process and any limitations/opportunities for improvement, how members have grown through the process and where there are additional opportunities for growth, as well as how the Ramsey County community and system can continue investing in themselves to move further towards community well-being. Thirty (30) days prior to finalization of the final report, Contractor will provide a draft copy to the County and allow the County to comment. Contractor agrees to work with the County and consider in good faith whether it is necessary to include the County's comments or changes in the final report.

2.1.4 Additional services

During the term of this Agreement, the County reserves the right to add similar services to accommodate accidental omissions or unanticipated needs. Any additional services will be added by way of written amendment to this Agreement.

2.1.5 Ownership of work product

Each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement. Ownership of any document developed relevant to this contract, within the dates of the Learning Community will be shared by both the vendor and Ramsey County.

Except for the final report delivered to the County under section 2.1.3, ownership of any document developed relevant to this Agreement, within the dates of the Learning Community will be shared by both the vendor and Ramsey County and may be utilized in publications by either party without the other party's consent subject to the following limitations. The final report referred to in section 2.1.3 must not be shared or distributed without the County's

written consent. Further, public data not naming the County related to lessons learned, innovations, or methodologies that emerge from the work between the parties and included in the final report may be used by Contractor.

For the purposes of this Agreement, publication means the act of making written work available to the public, whether through print, distribution via the Internet, or otherwise. The parties acknowledge the ongoing obligation to meet the requirements of the Minnesota Data Practices Act in use of government data.

2.2.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.3.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

3. Schedule

The Contractor shall complete services no later than February 21, 2025.

4. Cost

4.1.

The County shall pay the Contractor a not to exceed amount of \$ 250,000.00 over the life of the contract according to the agreed to rates.

4.2.

The County shall pay the Contractor the following unit rates:
Consultant hourly rate: \$275/hr
Travel Rate: \$225/hr

4.3.

Additionally, the County will reimburse the Contractor for the actual cost of out of pocket expenses incurred in the performance of services under this Agreement, up to a maximum not to exceed payment of \$35,000.00. Each invoice shall have attached to it receipts for expenses for which the Contractor is seeking reimbursement.

4.4.

The maximum not to exceed contract sum is \$250,000.00.

4.5.

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

5. General Contract/Agreement Terms and Conditions

5.1. Payment

5.1.1.

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

5.1.2.

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

5.2. Application for Payments

5.2.1.

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

5.2.2.

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

5.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

5.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

5.2.5.

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

5.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

5.2.7.

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

Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.

5.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

5.4. Successors, Subcontracting and Assignment

5.4.1.

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

5.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

5.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

5.5. Compliance With Legal Requirements

5.5.1.

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

5.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

5.6. Data Practices

5.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

5.6.2.

The Contractor designates Raquel Mariscal as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

5.6.3.

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

5.7. Security

5.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

5.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

5.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

5.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

5.7.5.

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

5.8. Indemnification

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

5.9. Contractor's Insurance

5.9.1.

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

5.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

5.9.3.

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

5.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

5.9.3.2.

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

5.9.4.

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

5.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day

of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

5.9.4.2.

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

5.9.5.

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

5.9.6.

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

5.9.7.

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

5.9.8.

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

5.9.9.

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

5.9.10.

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

5.9.11.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

5.9.12.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

5.9.13.

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

5.9.14.

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

5.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

5.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Policy and Planning, 15 West Kellogg Blvd, Suite 250 Saint Paul, MN 55102

Contractor:

The W. Haywood Burns Institute, 475 14th St., Suite 800, Oakland, CA 94612

5.12. Non-Conforming Services

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

5.13. Setoff

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

5.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of

all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

5.15. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

5.16. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

5.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

5.18. Termination

5.18.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

5.18.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

5.18.3.

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

5.19. Interpretation of Agreement; Venue

5.19.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

5.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

5.20. Warranty

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

5.21. Infringement

5.21.1.

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

5.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinderment imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

5.22. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

5.23. Diverse Workforce Inclusion

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

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

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

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

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

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

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

5.24. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

5.25. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

Board of Commissioners

Request for Board Action

Item Number: 2022-043

Meeting Date: 2/22/2022

Sponsor: Finance

Title

Professional Services Agreements with Holiday Stationstores and Burlington Stores, Inc. for Gift Cards

Recommendation

1. Approve the selection of and the agreements with Holiday Stationstores LLC, 4567 American Blvd. W., Bloomington, MN 55437 and Burlington Stores, Inc., 1830 US Route 130 N, Burlington, NJ 08016 to provide gift cards to clients and community members for a period of five years in accordance with the rates in the contracts.
2. Authorize the Chair and Chief Clerk to execute the agreements.

Background and Rationale

Over the past year, Finance has been working on reviewing policies and procedures and identified a need for a gift card policy. Departments were purchasing gift cards using procurement cards to pay for them. Finance determined that it is not a best practice. As a result, a Request for Proposals (RFP) was issued to solicit gift card services from a variety of businesses. Through the RFP process, two vendors were selected. Although these two providers do not offer all the gift cards Ramsey County distributes, they provide basic needs to residents and community members.

The contract for Burlington Stores and Holiday Stationstores will be utilized mostly within Financial Assistance Services, Social Services and Workforce Solutions departments. The programs within these departments include: child protection, child welfare, children's mental health, adult mental health, adult services, disability services, child foster care, chemical health, foster children in extended care (18 to 21-year-old), and workforce solutions support services programs. Gift cards are used in these areas to provide basic needs and transportation services for clients in an efficient manner. Basic needs include appropriate clothing for interviews, gas cards to allow individuals to meet with family and seek employment.

On June 9, 2021, a RFP was released for advertisement for gift card services. Below is a competitive solicitation summary:

Request for Proposals (RFP Title): Gift Card Services

- RFP Release Date: June 9, 2021
- RFP Response Date: July 1, 2021
- Number of Contractors Notified: 43
- Respondents: Gift Card Services
- Proposal Evaluation Committee: Deputy Director Finance and Cash Management, Investment/Debt Manager
- RFP Evaluation Criteria:
 - Ability to provide gift cards from desired retailers
 - Shipping and processing time
 - Ease of ordering
 - Reporting capacity

- Contractor Recommended: Holiday Stationstores and Burlington Stores

The evaluation team evaluated the proposals based on the criteria identified in the solicitation and is recommending Holiday Stationstores and Burlington Stores as the contractor to provide gift card services.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Gift cards are managed by departments and are used for a variety of programs and services provided by the county. Departments provide gift cards to provide basic needs and supports the most vulnerable populations and individuals served by the county. Basic needs include appropriate clothing for interviews, gas cards for public transportation to allow individuals to meet with family and seek employment.

Community Participation Level and Impact

There was no direct community participation for this request for board action.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

Funds for gift cards and are already included in departmental budgets.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. Professional Service Agreement - Holiday Stationstores
2. Professional Service Agreement - Burlington Stores



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Finance, 121 7th Place East, Suite 4000, Saint Paul, MN 55101 ("County") and Holiday Stationstores, LLC, 4567 American Blvd. W., Bloomington, MN, 55437, registered as a Limited Liability Company in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from February 8, 2022 through February 7, 2027 and may not be renewed.

2. Scope of Service

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

2.1.

2.1.1 Requirements

Contractor shall provide Gift Cards to the County and shall meet the following requirements:

- i. Denominations: gift cards must be available in multiple denominations.
- ii. Shipping destinations: Contractor must be able to ship physical gift cards to all Ramsey County office and locations, including but not limited to the following:

Workforce Solutions:

2266 2nd Street N.
North St. Paul, MN 55109

Health and Wellness Administration:

160 East Kellogg Blvd.
Saint Paul, MN 55102

Public Health:

90 West Plato Boulevard, Suite 200
Saint Paul, MN 55107

- iii. Shipping: Contractor will issue gift cards and ship order within 24-48 hours of a request from the County. Orders will be shipped via FedEx Express Saver or 2-Day at Contractor's expense, unless County requests expedited shipping.
- iv. Delivery: deliveries from Contractor shall require a signature upon delivery at the designated County location.
- v. Dedicated representative: Contractor must designate a representative to serve as the key point of contact for the County.
- vi. Customer service: Contractor must provide a customer service line accessible to the County during business hours. Problems with orders and shipping must be resolved in a timely manner.
- vii. Compliance with State Statute: Contractors shall comply with Minn. Stat. §325G.53: <https://www.revisor.mn.gov/statutes/cite/325G.53>
- viii. Reporting: Contractor shall submit reports to the County departments that ordered gift cards upon request and at least monthly. Reports shall include information about gift cards ordered by that department.
- ix. Method of payment: Contractor must provide the County with detailed itemized invoices for gift cards purchased by the County.

2.1.2 Ordering process

To order gift cards, County must complete the Holiday Gift Card Order form, which is attached and made a part of this Agreement as Attachment A.

The order form must be emailed to giftcards@holidaycompanies.com. Once the order form has been received by Contractor, Contractor shall send an email confirmation with an invoice attached. Contractor will ship activated gift cards to the County once payment has been received. The County shall not be liable for cards that are lost or stolen during the shipping or delivery process. If an order is not delivered successfully to the County, Contractor shall remove the balance from the cards in that order and send new cards to the County at no additional cost to the County.

2.2.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.3.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:
Gift Cards charged at face value

4.2.

Contractor shall not charge the County any fees for shipping gift cards to County locations.

5. General Contract/Agreement Terms and Conditions

5.1. Payment

5.1.1.

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

5.1.2.

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

5.2. Application for Payments

5.2.1.

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

5.2.2.

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

5.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

5.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

5.2.5.

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

5.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

5.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

5.4. Successors, Subcontracting and Assignment

5.4.1.

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

5.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

5.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

5.5. Compliance With Legal Requirements

5.5.1.

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

5.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

5.6. Data Practices

5.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

5.6.2.

The Contractor designates Celeste Guderian as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

5.6.3.

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

5.7. Security

5.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

5.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not

limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

5.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

5.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

5.7.5.

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

5.8. Indemnification

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

5.9. Contractor's Insurance

5.9.1.

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

5.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

5.9.3.

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

5.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

5.9.3.2.

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

5.9.4.

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

5.9.5.

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

5.9.6.

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

5.9.7.

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

5.9.8.

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

5.9.9.

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

5.9.10.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

5.9.11.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

5.9.12.

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

5.9.13.

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

5.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

5.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Renee Vought, 121 7th Place East, Suite 4000, Saint Paul, MN 55101

Contractor:

Celeste Guderian, 4567 American Blvd. W., Bloomington, MN, 55437

5.12. Non-Conforming Services

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

5.13. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of

the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

5.15. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

5.16. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

5.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

5.18. Termination

5.18.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

5.18.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the

seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

If the County violates any material terms or conditions of this Agreement the Contractor may, without prejudice to any right or remedy, give the County, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the County fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

5.18.3.

The County or Contractor may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the other party. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

5.19. Interpretation of Agreement; Venue

5.19.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

5.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

5.20. Warranty

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

5.21. Infringement

5.21.1.

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

5.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the County to continue using the

software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

5.22. Ramsey County Master Contract

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

5.23. Cooperative Purchasing

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

5.24. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

5.24.1.

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

5.24.2.

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

5.24.3.

Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.24.4.

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

5.24.5.

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

5.25. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

5.26. Diverse Workforce Inclusion

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

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

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

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

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

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

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

5.27. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

5.28. Entire Agreement

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

any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Finance, 121 7th Place East, Suite 4000, Saint Paul, MN 55101 ("County") and Burlington Stores, Inc., 1830 US Route 130 N, Burlington, NJ 08016, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from February 8, 2022 through February 7, 2027 and may not be renewed.

2. Scope of Service

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

2.1.

2.1.1

Contractor shall provide Gift Cards to the County and shall meet the following requirements:

- i. Denominations: gift cards must be available in multiple denominations.
- ii. Format: contractor must be able to ship physical gift cards to Ramsey County offices and locations.
- iii. Shipping destinations: Contractor must be able to ship physical gift cards to all Ramsey County office and locations, including but not limited to the following:

Workforce Solutions:

2266 2nd Street N.
North St. Paul, MN 55109

Health and Wellness Administration:

160 East Kellogg Blvd.
Saint Paul, MN 55102

Public Health:

90 West Plato Boulevard, Suite 200
Saint Paul, MN 55107

- iv. Shipping: Contractor will issue gift cards and ship order within 24-48 hours of a request from the County. Orders will be shipped via FedEx Express Saver or 2-Day at Contractor's expense, unless County requests expedited shipping.
- v. Delivery: deliveries from Contractor shall require a signature upon delivery at the designated County location.
- vi. Dedicated representative: Contractor must designate a representative to serve as the key point of contact for the County.
- vii. Customer service: Contractor must provide a customer service line accessible to the County during business hours. Problems with orders and shipping must be resolved in a timely manner.
- viii. Compliance with State Statute: Contractors shall comply with Minn. Stat. §325G.53: <https://www.revisor.mn.gov/statutes/cite/325G.53>
- ix. Reporting: Contractor shall submit reports to the County departments that ordered gift cards upon request and at least monthly. Reports shall include information about gift cards ordered by that department.
- x. Method of payment: Contractor must provide the County with detailed itemized invoices for gift cards purchased by the County.

- xi. Quality assurance: Contractor must provide a detailed quality assurance plan with standards, procedures, and measures.

2.1.2 Ordering process

To order gift cards, County must complete the Burlington Gift Card Order form, which is attached and made a part of this Agreement as Attachment A.

The order form must be emailed to Jacqueline Pizzo at Jacquiline.Pizza@Burlington.com and BCFGiftCardOrders@burlington.com or faxed to 609-589-3513. Upon receipt of the completed gift card order form, Contractor will issue gift cards and ship out the order via FedEx to the designated County location within 24-48 hours. A shipment confirmation email will be sent to the email address on the order form with tracking information. The gift cards in the shipment will be inactive.

Once the shipment is received by the County, receipt must be confirmed by the County. Section 3 of the order form enclosed in the shipment (which will also be sent in the confirmation email and may be referred to as the 'activation form') must be completed, signed, and emailed back to Jacquiline.Pizzo@burlington.com and BCFGiftCard.Orders@burlington.com, or faxed to 609-589-3513. **Contractor must receive payment from the County (via check or ACH/wire) before the cards can be activated.**

Once the County has confirmed receipt of the physical inventory and Contractor has received payment, Contractor shall request activation, which occurs overnight. The cards will be available for use the following day. An email confirming activation will be sent to the email address on the Burlington Gift Card Order Form.

2.2.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.3.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:
Gift card orders under \$1,000: gift cards charged at face value
Gift card orders over \$1,000: gift cards charged at 10% off face-value

4.2.

Contractor shall not charge the County for FedEx Express Saver or 2-Day shipping. Contractor shall charge the County for expedited shipping at a rate not to exceed the shipping cost.

5. General Contract/Agreement Terms and Conditions

5.1. Payment

5.1.1.

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

5.1.2.

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

5.2. Application for Payments

5.2.1.

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

5.2.2.

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

5.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

5.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

5.2.5.

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

5.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

5.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

5.4. Successors, Subcontracting and Assignment

5.4.1.

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

5.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

5.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

5.5. Compliance With Legal Requirements

5.5.1.

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

5.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

5.6. Data Practices

5.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

5.6.2.

The Contractor designates Tracey Marshall as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

5.6.3.

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

5.7. Security

5.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

5.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

5.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

5.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

5.7.5.

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

5.8. Indemnification

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

5.9. Contractor's Insurance

5.9.1.

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

5.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

5.9.3.

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

5.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

5.9.3.2.

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

5.9.4.

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

5.9.5.

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

5.9.6.

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

5.9.7.

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

5.9.8.

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

5.9.9.

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

5.9.10.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

5.9.11.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

5.9.12.

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

5.9.13.

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

5.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

5.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Renee Vought, 121 7th Place East, Suite 4000, Saint Paul, MN 55101

Contractor:

Tracey Marshall, 1830 US Route 130 N, Burlington, NJ 08016

5.12. Non-Conforming Services

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

5.13. Setoff

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

5.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

5.15. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

5.16. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

5.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

5.18. Termination

5.18.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

5.18.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

5.18.3.

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

5.19. Interpretation of Agreement; Venue

5.19.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

5.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

5.20. Warranty

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

5.21. Infringement

5.21.1.

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

5.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

5.22. Ramsey County Master Contract

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

5.23. Cooperative Purchasing

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

5.24. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

5.24.1.

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

5.24.2.

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

5.24.3.

Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.24.4.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.24.5.

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

5.25. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

5.26. Diverse Workforce Inclusion

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

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

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

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

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

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

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

5.27. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

5.28. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

Item Number: 2022-101

Meeting Date: 2/22/2022

Sponsor: Parks & Recreation

Title

State of Minnesota General Obligation Bond Declaration for Keller Regional Park

Recommendation

1. Approve the state of Minnesota General Bond Declaration as a requirement to the Metropolitan Council Regional Parks and Trails Capital Improvement Program Grant.
2. Authorize the Chair and Chief Clerk to execute the state of Minnesota General Bond Declaration.

Background and Rationale

Ten cities, counties and special districts that operate regional parks and trails in the metro area make up the regional park implementing agencies, which includes Ramsey County. These agencies receive funding from the Metropolitan Council to acquire, develop and operate the Regional Park and Trail System. The Metropolitan Council is required by Minnesota Law to prepare a multi-year Capital Improvement Program (CIP) and to establish criteria and priorities for the allocation of funds from the CIP to the regional agencies. The Metropolitan Council submits a CIP bond funding request to the Minnesota Legislature based on the multi-year plan.

During State Fiscal Year 2016-2017, the department received Metropolitan Council Regional Park and Trails CIP funds in the amount of \$709,000 for site improvements to Keller Regional Park. On February 27, 2018, a Metropolitan Council Regional Park and Trail CIP grant agreement was approved, and general county funds were authorized for implementation of improvements, and reimbursement after site improvements were completed. As a condition of that grant, a general obligation bond declaration is required to be recorded on the property where improvements are implemented. The declaration is meant to provide protection of land as parkland for use of Regional Park and Trail CIP funds which consist of state bonds and Metropolitan Council bonds. The department is in the process of closing out the Keller Regional CIP grant, and submission of the declaration to the Metropolitan Council is the last step prior to seeking repayment.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Funds received through the Regional Park and Trail CIP grant has allowed the department to make significant site improvements to Keller Regional Park that will have a regional impact and directly improve health and racial equity goals for access to park amenities and the natural resource. Keller Regional Park is in an area within Ramsey County that has 38.5% people of color and high park use by the Hmong community.

Community Participation Level and Impact

No specific community engagement was completed for the declaration, however initial community participation was conducted through the process of developing master plans for regional parks and trails. In 2010-2011, community engagement was completed in coordination with Saint Paul Parks and Recreation for a master plan update to Phalen-Keller Regional Park. Additionally, in 2017-2018, the department completed county-wide

engagement for park and recreation improvements, which included Keller Regional Park during development of the 2018 Ramsey County Parks and Recreation System Plan. Both engagement periods defined long-term park and recreation needs with the community for Keller Regional Park.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The Ramsey County Board approved a temporary cash loan from the General Fund up to \$709,000 to be repaid once the grant funds are approved and received from the Metropolitan Council. To close out grant activities and receive reimbursement of county funds utilized for improvements, a declaration will need to be approved and recorded on the property. Upon execution and recording of the declaration, Parks department will seek reimbursement and will repay the temporary cash loan.

County Manager Comments

No additional comments.

Last Previous Action

On February 27, 2018, the Ramsey County Board approved the State Fiscal Year 2016-2017 Metropolitan Council Regional Parks and Trail Capital Improvement Program grant in the amount of \$709,000 (Resolution B2018-059).

Attachments

1. State of Minnesota General Bond Declaration

Attachment I to Grant Agreement

**State of Minnesota
General Obligation Bond Financed
DECLARATION**

The undersigned has the following interest in the real property located in the County of Ramsey, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively referred to as the “Restricted Property”):

(Check the appropriate box.)

- | | |
|-------------------------------------|----------------------------|
| <input checked="" type="checkbox"/> | a fee simple title, |
| <input type="checkbox"/> | a lease, or |
| <input type="checkbox"/> | an easement, |

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all terms, conditions, provisions, and limitations contained in Metropolitan Council **Grant Agreement No. SG-22064** by and between the Metropolitan Council and undersigned, dated _____, 201_ (the “Council Grant Agreement”).

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the Useful Life of the Real Property and, if applicable, Facility (as defined in the Council Grant Agreement) or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Regional Administrator of the Metropolitan Council and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property.

This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

RAMSEY COUNTY, a political subdivision of
the State of Minnesota

RAMSEY COUNTY

By: _____
Trista MatasCastillo, Chair, Ramsey
County Board of Commissioners

Date: _____

By: _____
Mee Cheng, Chief Clerk, County Board
of Commissioners

Date: _____

Approved as to form and insurance

By: Amy K. A. ...
Assistant County Attorney

Date: 2/16/2022

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

On the _____ day of _____, 201__, before me a notary public within and
for the County of _____, personally appeared _____, the
_____ of the _____, a political subdivision of the
State of Minnesota, on its behalf.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Peter A. Hanf
Associate General Counsel
License No. 0268124
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101

Exhibit A to State Bond Declaration
LEGAL DESCRIPTION OF REAL PROPERTY

1. That part of the Northwest Quarter of Section 16, Township 29 North, Range 22 West, according to the government survey thereof, Ramsey County, Minnesota described as follows:

Commencing at the West Quarter Corner of said Section 16; thence North 89 degrees 32 minutes 40 seconds East, assumed bearing, along the south line of said Northwest Quarter of Section 16, a distance of 334.94 feet to the southeasterly right of way line of TRUNK HIGHWAY NO. 61, as shown on the recorded plat of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 62-86; thence northeasterly, along said right of way line, a distance of 310.56 feet, said line being a non-tangential curve concave to the southeast, having a radius of 1835.66 feet, a central angle of 09 degrees 41 minutes 36 seconds and a chord bearing of North 30 degrees 44 minutes 18 seconds East; thence North 35 degrees 35 minutes 06 seconds East, along said right of way line, a distance of 311.32 feet to the point of beginning of the property to be described; thence continuing North 35 degrees 35 minutes 06 seconds East, along said right of way line, a distance of 641.96 feet; thence North 64 degrees 14 minutes 43 seconds West a distance of 28.24 feet; thence North 26 degrees 02 minutes 41 seconds East a distance of 59.79 feet; thence South 72 degrees 05 minutes 00 seconds East a distance of 446.72 feet; thence South 40 degrees 37 minutes 04 seconds East a distance of 130.63 feet; thence South 00 degrees 35 minutes 01 second East a distance of 220.37 feet; thence South 19 degrees 00 minutes 01 second West a distance of 72.17 feet; thence South 37 degrees 37 minutes 28 seconds West a distance of 116.73 feet; thence South 48 degrees 11 minutes 55 seconds West a distance of 63.73 feet; thence South 55 degrees 36 minutes 28 seconds West a distance of 402.40 feet; thence South 69 degrees 47 minutes 15 seconds West a distance of 63.29 feet; thence South 81 degrees 07 minutes 31 seconds West a distance of 151.86 feet; thence North 79 degrees 12 minutes 52 seconds West a distance of 132.34 feet; thence North 21 degrees 48 minutes 52 seconds West a distance of 134.57 feet; thence North 06 degrees 43 minutes 08 seconds West a distance of 196.28 feet to said point of beginning and there terminating.

2. That part of the West Half of Section 16, Township 29 North, Range 22 West, according to the government survey thereof, Ramsey County, Minnesota described as follows:

Commencing at the West Quarter Corner of said Section 16; thence North 89 degrees 32 minutes 40 seconds East, assumed bearing, along the East-West Quarter line of said Section 16, a distance of 84.87 feet to the northwesterly right of way line of TRUNK HIGHWAY NO. 61, as shown on the recorded plat of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 62-86; thence North 35 degrees 35 minutes 06 seconds East, along said right of way line, a distance of 656.07 feet to the point of beginning of the property to be described; thence continuing North 35 degrees 35 minutes 06 seconds East, along said right of way line, a distance of 49.63 feet; thence South 27 degrees 03 minutes 44 seconds East a distance of 139.10 feet; thence South 34 degrees 53 minutes 36 seconds East a distance of 92.01 feet; thence South 12 degrees 54 minutes 39 seconds East a distance of 248.62 feet; thence South 43 degrees 04 minutes 15 seconds

East a distance of 132.23 feet; thence South 23 degrees 50 minutes 08 seconds East a distance of 159.31 feet; thence South 21 degrees 31 minutes 03 seconds East a distance of 250.31 feet; thence South 03 degrees 07 minutes 27 seconds East a distance of 107.47 feet; thence South 18 degrees 26 minutes 46 seconds West a distance of 86.38 feet; thence South 30 degrees 16 minutes 23 seconds East a distance of 81.33 feet; thence South 63 degrees 53 minutes 33 seconds East a distance of 226.11 feet; thence South 40 degrees 58 minutes 31 seconds East a distance of 396.39 feet; thence South 30 degrees 18 minutes 05 seconds East a distance of 282.47 feet; thence South 06 degrees 20 minutes 38 seconds East a distance of 17.67 feet; thence South 55 degrees 11 minutes 36 seconds West a distance of 54.69 feet; thence North 33 degrees 16 minutes 34 seconds West a distance of 359.38 feet; thence North 38 degrees 32 minutes 33 seconds West a distance of 256.93 feet; thence North 57 degrees 29 minutes 59 seconds West a distance of 185.19 feet; thence North 60 degrees 39 minutes 31 seconds West a distance of 107.50 feet; thence North 34 degrees 55 minutes 02 seconds West a distance of 70.99 feet; thence North 07 degrees 09 minutes 13 seconds West a distance of 255.85 feet; thence North 22 degrees 02 minutes 12 seconds West a distance of 289.78 feet; thence North 36 degrees 18 minutes 20 seconds West a distance of 199.31 feet; thence North 07 degrees 21 minutes 34 seconds West a distance of 257.33 feet; thence North 26 degrees 47 minutes 29 seconds West a distance of 198.64 feet to said point of beginning and there terminating.

3. That part of the Northeast Quarter of the Northwest Quarter of Section 16, Township 29 North, Range 22 West, according to the government survey thereof, Ramsey County, Minnesota described as follows:

Commencing at the West Quarter Corner of said Section 16; thence North 89 degrees 32 minutes 40 seconds East, assumed bearing, along the East-West Quarter line of said Section 16, a distance of 84.87 feet to the northwesterly right of way line of TRUNK HIGHWAY NO. 61, as shown on the recorded plat of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 62-86; thence North 35 degrees 35 minutes 06 seconds East, along said right of way line, a distance of 2290.77 feet; thence North 54 degrees 24 minutes 54 seconds West, along said right of way line, a distance of 34.00 feet; thence northeasterly, along said right of way line, a distance of 210.63 feet, said line being a non-tangential curve concave to the northwest, having a radius of 5597.32 feet, a central angle of 02 degrees 09 minutes 22 seconds and a chord bearing of North 34 degrees 30 minutes 25 seconds East, to the point of beginning of the property to be described; thence North 29 degrees 14 minutes 10 seconds West, a distance of 12.02 feet; thence North 30 degrees 02 minutes 51 seconds East, a distance of 395.29 feet; thence North 63 degrees 00 minutes 12 seconds East, a distance of 82.69 feet; thence North 87 degrees 59 minutes 31 seconds East, a distance of 41.20 feet; thence South 29 degrees 37 minutes 06 seconds West, a distance of 536.42 feet; thence North 29 degrees 14 minutes 10 seconds West, a distance of 85.59 feet, to said point of beginning and there terminating.

Board of Commissioners

Request for Board Action

Item Number: 2022-102

Meeting Date: 2/22/2022

Sponsor: Property Tax, Records & Election Services

Title

Reinstatement of a Sales Contract for Deed for a Tax-forfeited Property Located at 759 Cook Avenue East, Saint Paul, MN, 55106

Recommendation

Approve the Reinstatement of the Sales Contract for Deed with EH KA Nyaw Ray for the following tax-forfeited property, subject to the execution of a Reinstatement Contract and receipt of payment in full upon execution of the contract within 30 days of approval of this resolution:

Commissioner District 6

PIN: 29-29-22-14-0029

Property Address: 759 Cook Avenue East, Saint Paul, MN 55106

Reinstatement Amount Due to Date: \$6,860

Background and Rationale

The subject property is located at 759 Cook Avenue East and is an unimproved, vacant residential lot in the Payne-Phalen neighborhood of Saint Paul. The property originally forfeited to the state for unpaid property taxes on August 2, 2016.

At a public auction held May 19, 2017, Ramsey County, acting on behalf of the State of Minnesota, sold the property to EH KA Nyaw Ray ("Purchaser") on a Sales Contract for Deed. That contract was cancelled by Ramsey County on April 14, 2020, pursuant to Minnesota Statutes Section 559.21, for failure of the Purchaser to pay the 2018 property taxes and assessments, and for failure of the Purchaser to pay contract installment payments and interest, conditions of default under the terms of the Sales Contract for Deed.

The Purchaser has requested a reinstatement of the Sales Contract for Deed and has agreed to pay the outstanding balance of all installments and interest that would have accrued in the absence of cancellation, together with an amount equal to all unpaid taxes, penalties, interest, fees, and maintenance costs up to the date of the reinstatement, and the taxes and assessments that would have been levied and payable but for the cancellation, in full, in accordance with Minnesota Statutes Section 282.341.

Pursuant to Minnesota Statutes Section 282.341, subd. 1, reinstatement of the Sales Contract for Deed requires approval by the County Board, as the Purchaser had paid less than 50% of the original purchase price at the time of cancellation.

The department of Property Tax, Records & Election Services has reviewed the request and recommends approval of the reinstatement of the Sales Contract for Deed if full payment is received. If the reinstatement of the Sales Contract for Deed is not paid in full within 30 days of approval of the County Board resolution, the Sales Contract for Deed will not be reinstated, and the property would remain in the tax-forfeited land inventory for future disposition.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

While the racial equity impact of purchasing one parcel is unclear, community data and neighborhood racial demographics provide marginal insight. This property is located in a Targeted Community, as defined by Minnesota Statutes Section 469.201, subd. 10. More than 70% of households in the Payne-Phalen neighborhood are non-White, as compared to only 43.3% of non-White households throughout all of Saint Paul, which makes this an area more racially diverse than most of Saint Paul. Investments made in this community may positively impact racial equity.

Community Participation Level and Impact

There is no community engagement for this this board request.

Inform

Consult

Involve

Collaborate

Empower

Fiscal Impact

All payments received pursuant to the Reinstatement will be deposited into the Tax Forfeited Land Sale Fund. Net proceeds in the Fund, after paying administration costs and assessments, are distributed 40% to the county, 40% to the school district in which the property is located and 20% to the city in which the property is located on an annual basis. This property is located within the City of Saint Paul and School District #625.

County Manager Comments

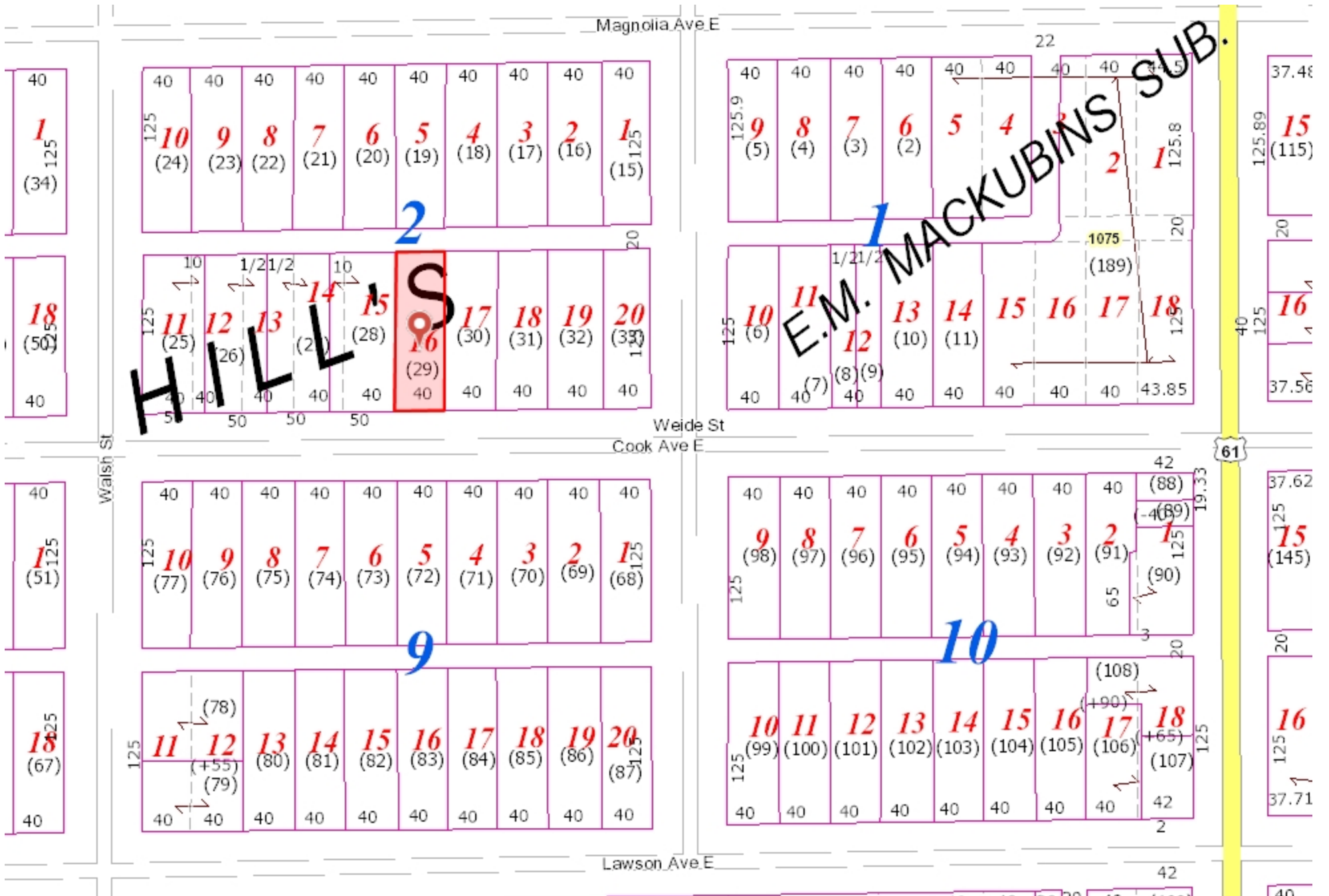
No additional comments.

Last Previous Action

On April 18, 2017, the County Board authorized the County Auditor to offer the property located at 759 Cook Avenue East for sale to the highest bidder (B2017-090).

Attachments

1. Map of property located at 759 Cook Avenue East



Board of Commissioners

Request for Board Action

Item Number: 2022-099

Meeting Date: 2/22/2022

Sponsor: Public Works

Title

Public Works Construction Quarterly Report for October 1, 2021 through December 31, 2021

Recommendation

Accept the Public Works Construction Quarterly Report for the period of October 1, 2021 through December 31, 2021.

Background and Rationale

A quarterly report of Public Works' construction contract modifications, such as quantity changes, change orders and supplemental agreements authorized by the Administrative Code 3.40.27(i) is required to be provided to the Ramsey County Board by county board resolutions 91-061, 2001-93 and B2021-040.

The attached report summarizes authorized changes for the period October 1, 2021 through December 31, 2021. All are within the limits established by resolutions 2001-93 and B2021-040. Resolution B2021-040 adopted the 2021-2025 Transportation Improvement Plan (TIP). The following link provides more detailed information on the TIP and links to current and future construction projects -

<https://www.ramseycounty.us/residents/roads-transit/transportation-improvement-program>

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Any racial equity impacts would have been identified during the project delivery phase prior to construction.

Community Participation Level and Impact

Each project had gone through the appropriate level of community engagement prior to and during construction. The quarterly construction report is for information and made available to the public through this board agenda item.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Funding for these projects comes from various sources as identified and approved in the five-year TIP and are accounted for in the Public Works budget on a project basis at the time of contract award. Change orders and supplemental agreements are approved by participating funding agencies prior to execution.

County Manager Comments

No additional comments.

Last Previous Action

On February 16, 2021, the Ramsey County Board adopted the Public Works 2021 - 2025 Transportation

Improvement Program (Resolution B2021-040).

Attachments

1. Public Works Construction Quarterly Report

PUBLIC WORKS CONSTRUCTION QUARTERLY REPORT SUMMARY
For 10/1/2021 - 12/31/2021

NOTE: The changes identified below are those which occurred only during the fourth quarter of 2021.

Contract Number	Amendment Number	Contractor's Name	Date Approved	Amount of Contract	Project	Purpose of Contract Changes	Authority
CC002967	3	Ti-Zack Concrete Inc	11/16/2021	\$ 9,460.00	2019 Concrete Rehabilitation	Supplemental Agreement 1 - Additional traffic control necessary due to change in the scope of the project on County Road C.	4.63.40a
CC003075	2	Bituminous Roadways, Inc.	11/16/2021	\$29,962.50	2021 Pavement Preservation Project	Change Order 2 - Additional Wearing Course Mixture needed for pavement thickness in areas due to poor pavement condition on County Road F.	4.63.40a
CC003079	1	Bituminous Roadways, Inc.	11/16/2021	\$ 5,100.81	County Road B2 Resurfacing Project - Fairview to Hamline	Supplemental Agreement 1 - Add pay item "2104.503 Sawing Concrete Pavement (Full Depth) by LF" as required to allow installation of concrete curb and gutter.	4.63.40a

Item Number: 2022-104

Meeting Date: 2/22/2022

Sponsor: Finance

Title

December 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 December 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 December 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. 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 December 31, 2021, Ramsey County spent a total of \$230 million. Of this total, \$37 million on nonprofits, \$11 million on government entities, \$7 million on CERT small businesses, \$3 million on small minority owned businesses, \$1.5 million on small minority and women owned businesses, \$2.4 million on small women owned businesses, \$1.2 million on veteran owned businesses, and \$166 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 December 2021

December 2021

CONTRACTS

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF Contract	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
PH001092	Westside Community Health Services	5-Oct-21	\$240,000.00	Contract Amendment #1 to provide health services to adolescents within Saint Paul Public High Schools. Amendment extends contract from 10/13/21 through 9/30/22. Amendment increases max NTE by \$240,000.00 from \$240,000.00 to \$480,000.00. Agreement is for the period of 01/11/2021 through 09/30/2022.	Public Health	Res. B2019-246
PRMG000056A	Ayers Associates Inc.	1-Dec-21	\$3,935.25	Contract to provide mechanical engineering services. Contract memorializes the assignment of the Agreement from Gausman & Moore Associates, Inc. to Ayres Associates, Inc. (contract PRMG000056). Agreement is for the period 12/6/21 through 2/5/22.	Property Management	3.40.27c
PRMG000065A	Ayers Associates Inc.	1-Dec-21	\$9,878.84	Contract to provide engineering services. Contract memorializes the assignment of the Agreement from Gausman & Moore Associates, Inc. to Ayres Associates, Inc. (contract PRMG000065). Agreement is for the period 12/6/21 through 7/1/23.	Property Management	3.40.27c
RC-000186A	Ayers Associates Inc.	1-Dec-21	Rate Setting	Master Contract to provide architecture and engineering. This contract memorializes the assignment of the Agreement from Gausman & Moore Associates, Inc. to Ayres Associates, Inc. (Contract RC-000186). Agreement is for the period of 12/6/21 through 2/19/24.	Property Management	B2019-048
RC-000315	Augie's Trucking	1-Dec-21	Rate Setting	Master Contract Amendment #2 to provide yard waste transportation and site work at five Ramsey County Yard Waste Sites. Amendment extends contract from 12/31/2021 through 12/31/2022. Agreement is for the period of 01/01/2020 through 12/31/2022.	Public Health	3.40.27b
ATTY000347	Legal Rights Center Inc.	2-Dec-21	\$51,000.00	Contract to provide school-based restorative family group conferencing for youth referred by Ramsey County Attorney's Office. Agreement is for the period of 12/1/21 through 12/31/23.	County Attorney	M.S. 388

PH001089	Waste Management Inc.	2-Dec-21	Rate Setting	Contract Amendment #1 to provide recycling and municipal solid waste management. Amendment contains rate changes and extends contract from 12/31/21 through 12/31/22.	Public Health	Res. B2020-268
CC002967	TI Zack Concrete Inc	6-Dec-21	\$479,377.15	Contract Amendment #4 to provide concrete pavement rehabilitation on County Road C, Larpenteur Avenue, Energy Park Drive, and Highway 96 increases max NTE by \$479,377.15 from \$3,066,313.06 to \$3,545,690.21. Amendment extends contract from 12/31/21 through 12/31/22. Agreement is for the period of 03/01/2019 through 12/31/2022.	Public Works	Res. B2018-033
CC003043	OMG Midwest Inc	6-Dec-21	\$2,243,203.75	* Contract Amendment #6 to provide 2020 Pavement Bituminous Resurfacing. Amendment extends contract from 12/31/21 through 12/31/22. Agreement is for the period of 07/17/2020 through 12/31/2022.	Public Works	Res. B2020-071
CC003032	Bituminous Roadways Inc.	6-Dec-21	\$3,173,962.49	* Contract Amendment #4 to provide 2020 Bituminous Reclamation Project on various County Roads. Amendment extends contract from 12/31/21 through 12/31/22. No change in NTE amount. Agreement is for the period of 06/01/2020 through 12/31/2022.	Public Works	Res. B2020-071
CC003038	Valley Paving Inc.	6-Dec-21	\$4,048,911.45	* Contract Amendment #7 to provide all supplies, equipment, and labor required for the micro surfacing and 3-lane conversion (Maryland-Larpenter-McKnight). Amendment extends contract from 12/31/21 through 12/31/22. Agreement is for the period of 06/22/2020 through 12/31/2022.	Public Works	Res. B2020-071
PRMG000056	Gausman and Moore Inc.	6-Dec-21	\$3,935.25	* Contract Amendment #1 to provide property management mechanical Cert SBE contract. Amendment terminates the contract and assigns services to Ayres Associates, Inc, effective December 3, 2021. Agreement is for the period of 2/6/17 through 12/3/21.	Property Management	3.40.27c

PRMG000065	Gausman and Moore Inc.	6-Dec-21	\$9,878.84 *	Contract Amendment #1 to provide engineering professional services. Amendment terminates the contract and assigns services to Ayres Associates, Inc, effective December 3, 2021. Agreement is for the period of 2/2/18 through 12/3/21.	Property Management	3.40.27c
CC003024	Concrete Idea Inc.	6-Dec-21	\$775,157.00 *	Contract Amendment #3 to provide 2020 pedestrian ramp ADA project for various Ramsey County locations. Amendment extends contract from 12/31/21 through 12/31/22. No change in NTE amount. Agreement is for the period of 05/18/2020 through 12/31/2022.	Public Works	Res. B2020-071
CC002960	Redstone Construction LLC	6-Dec-21	\$23,942,463.85 *	Contract Amendment #28 for I694 and Rice Street interchange reconstruction State project. Amendment extends contract from 12/31/21 through 12/31/22. No change in NTE amount. Agreement is for the period of 1/15/2019 through 12/31/2022.	Public Works	Res. B2018-033
RRA000084	Railworks Track System Inc.	7-Dec-21	\$600,000.00 *	Contract Amendment #1 to provide track maintenance, track inspection, and railroad roadway worker protection services (i.e., providing lookouts, flagmen and taking control of Union Depot Railroad (UDR) track from the BNSF Dispatcher. Amendment extends contract from 12/31/21 through 12/31/22. No change in NTE. Agreement is for the period of 1/1/19 through 12/31/22.	Regional Rail Authority	3.40.27h
CHS18 RADIAS 01 20	South Metro Human Services	7-Dec-21	\$528,448.00	Contract Amendment #6 to provide Community Support Program (CSP) to adults with mental illness(es) and substance abuse disorders in Ramsey County. Amendment increases contract NTE amount by \$528,448.00 from \$2,052,431.00 to \$2,580,879.00. Amendment extends contract from 12/31/21 through 12/31/22. Agreement is for the period of 01/01/2018 through 12/31/2022.	Social Services	Res. B2016-335

CC003011	J P Enterprises Inc.	7-Dec-21	\$150,000.00	Contract Amendment #1 to provide rifles for the Sheriff's Office. Amendment increases max NTE by \$150,000.00 from \$100,000.00 to \$250,000.00. Amendment extends contract from 3/10/22 through 3/10/23 Agreement is for the period of 03/11/2020 through 03/10/2023.	County Sheriff	3.40.271
CHS18 RADIAS 02 20	South Metro Human Services	7-Dec-21	\$133,432.00	Contract Amendment #5 to provide outreach services in the Ramsey County community through the ACCESS program. The program provides outreach workers whose mission is to connect people who are homeless and have mental illness with community resources and housing. Amendment extends contract from 12/31/21 through 12/31/22. Amendment extends contract NTE by \$133,432.00 from \$518,235.00 to \$651,667.00. Agreement is for the period of 1/1/18 through 12/31/22.	Human Services	Res. B2020-249
CC003087	Action Moving Services	8-Dec-21	\$125,000.00	Contract to provide residential moving of furniture and household items. Agreement is for the period of 12/8/21 through 12/7/26.	Health and Wellness Admin	3.40.271
ATTY000352	Bushyhead, Beverly Ruth	13-Dec-21	\$20,000.00	Contract to provide restorative services. Agreement is for the period of 12/27/21 through 12/31/23.	County Attorney	M.S. 388
PH000997	Advance Consulting LLC	13-Dec-21	\$120,000.00	Contract Amendment #2 to provide administrative support for the Saint Paul Children's Collaborative. Amendment increases max NTE by \$120,000.00 from \$240,000.00 to \$360,000.00 and extends contract date from 12/31/2021 through 12/31/2022. Agreement is for the period of 01/01/2020 through 12/31/2022.	Public Health	Res. 2004-275
CORRCF2017-6	Independent School District 622	13-Dec-21	\$125,000.00 *	Contract Amendment #3 to provide adult basic education services. Amendment extends contract from 12/12/2021 through 12/12/2022. No change in amount. Agreement is for the period of 12/13/2017 to 12/12/2022.	Corrections	Res. B2017-324

PH001036	Living at Home Block Nurse Prog	14-Dec-21	\$180,000.00	Contract Amendment #2 provides block nurse services to seniors to delay or avoid nursing home placement. Amendment extends the contract from 12/31/21 to 12/31/23 and increases the contract by \$180,000 from \$360,000 to \$540,000.00. Agreement is for the period of 02/25/20 through 12/31/22.	Public Health	Res. B2020-048
SSD 19-035 BENCHMARK	Benchmark Behavioral Health System Inc.	14-Dec-21	Rate Setting	Contract Amendment #3 to provide residential treatment services for children and adolescent boys and girls referred by the County. Amendment extends contract from 12/31/2021 through 12/31/2022. Agreement is for the period of 9/15/2019 through 12/31/2022.	Social Services and Community Corrections	Res. B2018-339
SSD 19-024 DEVEREUX GA	The Devereux Foundation	14-Dec-21	Rate Setting	Contract Amendment #5 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 and extends contract from 12/31/21 through 12/31/22. Agreement is for the period of	Social Services	Res. B2018-339
CHS18 WESTSIDE 01 20	Westside Community Health Services	15-Dec-21	\$400,473.00	Contract Amendment #7 to provide management services for adult Latino, African Americans, Asians and communities of color residents of Ramsey County with mental health needs in a culturally specific manner. Amendment increases max NTE by \$400,473.00 from \$1,630,393.00 to \$2,030,866.00. Amendment extends contract from 12/31/21 through 12/31/22. Agreement is for the period of 01/01/2018 through 12/31/2022.	Human Services	Res. B2020-249
SSD 18-035 DEVEREUX	The Devereux Foundation	16-Dec-21	Rate Setting	Contract Amendment #4 to provide residential treatment services through Individualized Evidence-based Interventions for children of ages 5 to 19 years. Amendment contains a rate increase and extends contract from 12/31/21 through 12/31/22. Agreement is for the period of 01/15/2019 through 12/31/2022.	Social Services	Res. B2018-339

SSD 20-075 COVEPREP	White Deer Run LLC. (D/B/A Cove Prep)	16-Dec-21	Rate Setting	Contract Amendment #2 to provide residential services for male youth referred by County, which includes sex offender assessment and treatment, as well as sign language interpreter services. Amendment contains rate changes and extends contract from 12/31/21 through 12/31/22. Agreement is for the period 11/06/2020 through 12/31/2022.	Social Services	Res. B2019-284
HR0172	Damarco Solutions LLC.	16-Dec-21	\$175,000.00 *	Contract Amendment #1 to provide OSHA compliant Safety Data Sheet management and Online Respirator Medical Evaluations. Amendment extends contract from 12/31/21 through 12/31/22. No change in NTE amount. Agreement is for the period of 1/1/20 through 12/31/22.	Human Resources	3.40.27c
CC003058	A Pane in the Glass Construction	16-Dec-21	Rate Setting	Contract Amendment #1 to provide vinyl window installation for Lead and Healthy Homes Program. Amendment contains rate changes and extends contract from 12/31/21 through 12/31/22. Agreement is for the period of 01/01/2021 through 12/31/2022.	Public Health	3.40.27b
SSD 19-006 PINNACLE SES	Pinnacle Services Inc	17-Dec-21	Rate Setting	Contract Amendment #4 to provide Supported Employment Services and Personal Supports. Amendment extends contract from 12/31/22 through 12/31/23 . Agreement is for the period of 01/01/2019 through 12/31/2023.	Social Services	Res. B2017-326 (I)
SSD 18-036 DEVEREUX TX	The Devereux Foundation	17-Dec-21	Rate Setting	Contract Amendment #4 to provide residential treatment services through intensive long-term care treatment in a secured setting for adolescents and young adults with emotional, social, behavioral, and/or psychiatric/brain disorders. Amendment contains a rate increase and extends contract from 12/31/21 through 12/31/22. Agreement is for the period of 01/15/2019 through 12/31/2022.	Social Services	Res. B2018-339

CHS16 NEXTGEN 01 21	NextGen Healthcare Information Systems	17-Dec-21	Rate Setting	Contract Amendment #11 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 contains language changes and extends contract from 11/17/21 through 11/30/26 Agreement is for the period of 12/01/2016 through 11/30/2026.	Human Services	Res. B2021-264
RC-000373	Industrial Hygiene Services Corporation	17-Dec-21	Rate Setting	Master Contract Amendment #1 to provide environmental testing and consulting services upon request. Amendment extends contract from 12/22/21 through 12/22/22. Agreement is for the period of 12/23/20 through 12/22/21.	Public Works	Res. B2020-275
SSD 18-019 INTERACT ADC	Interact Center for Visual and Performing	17-Dec-21	Rate Setting	Contract Amendment #1 to provide adult day care services to persons living with disabilities. Amendment extends contract from 12/18/21 through 12/18/23 and contains rate changes. Agreement is for the period of 11/19/18 through 12/18/23.	Health and Wellness Admin	Res. B2020-249
SSD 18-031 RESCARE SES	Rescare Minnesota Inc	17-Dec-21	Rate Setting	Contract Amendment #2 to provide Supported Employment Services to persons living with disabilities. Amendment extends contract from 10/14/21 through 10/15/23. Agreement is for the period of 10/15/2018 through 10/14/2023.	Social Services	Res. B2020-249
CC003059	Fredrickson, Zachary	20-Dec-21	Rate Setting	Contract Amendment #1 to provide vinyl window installation for Lead and Healthy Homes Program. Amendment extends contract from 12/31/21 through 12/31/22 and contains rate change. Agreement is for the period of 01/01/2021 through 12/31/2022.	Public Health	3.40.27b
CC003060	Lead Investigative Services Inc.	20-Dec-21	Rate Setting	Contract Amendment #1 to provide vinyl window installation for Lead and Healthy Homes Program. Amendment extends contract from 12/31/21 through 12/31/22 and contains rate changes. Agreement is for the period of 01/01/2021 through 12/31/2022.	Public Health	3.40.27b

SSD 18-014 COPPER	Copper Hills Youth Center	20-Dec-21	Rate Setting	Contract Amendment #3 to provide residential treatment services to children and adolescents referred by the County Placing Agents. Amendment includes rate increase. Amendment extends contract from 12/17/2021 through 12/17/2022 Agreement is for the period of 12/18/2018 through 12/17/2022.	Social Services	Res. B2018-339
SSD 18-005 MNCAREPARTNER	Minnesota Care Partner LLC	20-Dec-21	Rate Setting	Contract Amendment #4 to provide Community Support Program (CSP) to adults with mental illness(es) and substance abuse disorders in Ramsey County, Minnesota. Amendment extends contract from 12/31/21 through 7/31/23 and contains rate changes. Agreement is for the period of 08/01/2018 through 7/31/2023.	Social Services	Res. B2016-335.
RC-000299	Group Health Plan Inc.	22-Dec-21	Rate Setting	Master Contract Amendment #2 to provide occupational healthcare services. Amendment extends contract from 12/31/2021 through 12/31/2022 and contains rate changes. Agreement is for the period of 01/01/2020 through 12/31/2022.	Human Resources	Res. B2019-294
SSD 20-062 HARDRICT	Hardrict, Ronald	23-Dec-21	\$300,000.00	Contract Amendment #1 to provide for a medical director for mental health services in correctional programs. Amendment extends contract from 12/31/21 through 12/31/22. Amendment increases max NTE by \$300,000.00 from \$300,000.00 to \$600,000.00. Agreement is for the period of 01/01/2021 through 12/31/2022.	Social Services	Res. B2019-284, B2020-249
CHS18 MENTAL HEALTH 01 20	Mental Health Resources Inc.	23-Dec-21	Rate Setting	Contract Amendment #2 to provide administration of housing subsidy. Amendment extends the contract form 12/31/21 to 12/31/22 and contains rate changes. Agreement is for the period of 01/01/2018 through 12/31/22.	Social Services	Res.B2016-335

PH001000	Face to Face	23-Dec-21	\$35,190.00	Contract Amendment #2 provides outpatient primary medical, dental or mental health services to Ramsey County low income residents. Amendment extends the contract from 12/31/21 to 12/31/22. Amendment increases max NTE by \$35,190.00 from \$70,380.00 to \$105,570.00 Agreement is for the period of 01/14/20 through 12/31/22.	Public Health	Res. B2020-013
RC-000265	Triangle Services Inc	23-Dec-21	Rate Setting	Master Contract Amendment #2 to provide janitorial services for the Roseville Library and by multiple Ramsey County departments on an as needed basis. Amendment extends contract from 12/31/21 through 12/31/22 and sets amount for 2022 service. No change to actual NTE. Agreement is for the period of 08/01/2019 through 07/31/2024.	Property Management	3.40.27b
SSD 21-045 YOUTH4TOMORROW	Youth for Tomorrow New Life Center	27-Dec-21	Rate Setting	Contract Amendment #1 to provide a residential treatment facility for adolescents. Amendment contains rate changes. Agreement is for the period of 11/1/21 through 10/31/22.	Social Services	Res. B2020-249
SSD 20-055 MOREDOORSLLC	More Doors LLC	27-Dec-21	\$250,000.00 *	Contract Amendment #1 to provide culturally specific transitional housing and supporting services to African American parents who are involved in child protection and required to complete outpatient treatment. Amendment contains budget adjustment No change in actual NTE or term. Agreement is for the period of 9/22/20 through 3/21/23.	Social Services	Res. B2020-170
RC-000123	Robert Half International Inc.	27-Dec-21	Rate Setting	Contract Amendment #1 to provide temporary financial employment services. Amendment contains language changes. No change in term. Agreement is for the period of 10/23/17 through 10/22/22.	Finance	Res. B2017-187

SSD 18-013 SENIOR MOW	Senior Services Consortium of Ramsey County	27-Dec-21	(\$468,473.00)	Contract Amendment #4 to provide delivered meals to seniors in Ramsey County and coordinate senior services. Amendment decreases max NTE by \$468,473.00 from \$1,410,383.00 to \$941,910.00. Amendment extends contract from 12/31/21 through 12/31/22. Agreement is for the period of 01/01/2019 through 12/31/2022.	Social Services	Res. B2020-249
PH001151	DeYoung Consulting Services LLC.	27-Dec-21	\$82,500.00	Contract to provide breastfeeding coalition. Agreement is for the period of 1/1/22 through 8/31/23.	Public Health	3.40.27c
PH001146	Association for Nonsmokers-MN	27-Dec-21	\$300,000.00	Contract to provide for tobacco reduction programs. Agreement is for the period of 1/1/22 through 10/31/24.	Public Health	Res. B2019-246
SHRF00237	E Weinberg Supply Co Inc.	28-Dec-21	\$98,800.00	Contract to provide conveyor replacement in the property room of the Adult Detention Center. Agreement is for the period of 12/24/21 through 12/23/22.	Sheriff's Office	3.40.33b
ATTY000353	Autumn, Stephanie	28-Dec-21	\$20,000.00	Contract to provide Indigenous Restorative Circles, Indigenous Family Group Decision Making Conferencing, and restorative practices consultation. Agreement is for the period of 12/30/21 through 12/31/23.	County Attorney	M.S. 388
SSD 19-048 JOURNEYOFHOPE	Journey of Hope Comm Housing LLC	28-Dec-21	Rate Setting	Contract Amendment #3 to provide African American culturally specific services to the youth and families who are greatly impacted. Amendment extends contract from 12/31/21 through 12/31/22 and contains language and rate changes. Agreement is for the period of 12/01/2019 through 12/31/2022.	Social Services	Res. B2019-296
SSD 19-047 REBOUND	Rebound Inc	28-Dec-21	Rate Setting	Contract Amendment #3 to provide culturally specific group homes services for up to Six (6) African American males experiencing emotional and/or behavioral distress. Amendment contains rate and language changes. Amendment extends contract from 12/31/2021 through 12/31/2022. Agreement is for the period of 01/01/2020 through 12/31/2022.	Social Services	Res. B2019-295

CC003002	Dunn Livery LP	28-Dec-21	Rate Setting	Contract Amendment #2 to provide deceased body transportation. Amendment extends contract from 12/31/2021 through 12/31/2022. Agreement is for the period of 01/01/2020 through 12/31/2022.	Medical Examiner	3.40.27b
HWAD 21-003 LIFEGUIDES	Moreland, Denise K.	29-Dec-21	\$145,795.00	Contract Amendment #1 to provide technology support consulting. Amendment increases max NTE by \$145,795.00 from \$29,205.00 to \$175,000.00. Amendment extends contract from 12/31/21 through 12/31/22. Agreement is for the period of 10/7/21 through 12/31/22.	Health and Wellness Admin	3.40.27c
CRTS000046	Wolford, Kelly	30-Dec-21	\$175,000.00	Contract to provide for a civil commitment panel. Agreement is for the period of 1/1/22 through 1/31/24.	Courts	3.40.27c
CHS17 RESCARE 01 20	Rescare Minnesota, Inc.	3-Jan-22	Rate Setting	Contract Amendment #2 to provide Intensive Residential Treatment Services (IRTS) to adults with mental illness(es) and substance use disorders (SUD) in Ramsey County. Amendment extends contract from 12/31/2021 through 12/31/2022 and contains language changes. Agreement is for the period of 01/01/2018 through 12/31/2022.	Human Services	Res.B2015-415
SSD 21-047 ACUMENPSYCHOLO	Acumen Psychology PLLC	3-Jan-22	Rate Setting	Contract to provide Rule 20 psychological evaluations for juveniles referred by the court. Agreement is for the period of 1/1/22 through 12/31/23.	Social Services	Res. B2020-249
SSD 21-049 SPRINGPATHMENT	Rescare Minnesota Inc.	3-Jan-22	Rate Setting	Contract to provide Intensive Residential Treatment Services (IRTS) to adults with mental illness(es) and substance use disorders (SUD). Agreement is for the period of 1/1/22 through 12/31/24.	Social Services	Res. B2020-249
SSD 18-028 METRO ITS	Metro Social Services Inc	3-Jan-22	Rate Setting	Contract Amendment #3 for intensive therapeutic services (ITS) designed for children with severe emotional disturbances (SED) or emotional or behavioral disorders (EBD) and their families. Amendment contains a rate increase. Amendment extends contract from 12/31/21 through 12/31/23. Agreement is for the period of 1/18/2019 through 12/31/2023.	Social Services	Res. B2017-326.

CHS18 HAPKE 01 22	Yoshiko, N. Hapke MD PA	4-Jan-22	Rate Setting	Contract Amendment #5 to provide psychiatric services to patients of Ramsey County Social Services. Amendment extends contract from 12/31/2021 through 12/31/2022 and contains rate changes. Agreement is for the period of 01/05/2018 through 12/31/2022.	Social Services	Res. B2020-249
PH000972	Hennepin Health Care DBA HCMC	4-Jan-22	\$99,924.52 *	Contract Amendment #1 will provide care, consultation and services for clients with STDs and HIV, as well as consultation for syringe services programming and the HIV outreach team. Amendment extends contract from 12/31/21 through 6/30/22. No change in NTE amount Agreement is for the period of 3/11/2019 through 6/30/2022.	Public Health	3.40.27c
SSD 19-018 THOMASALLEN	Thomas Allen Inc	4-Jan-22	Rate Setting	Contract Amendment #2 to provide OBRA Level II screenings. Amendment contains rate changes and extends contract from 12/31/2021 through 12/31/2022. Agreement is for the period of 01/01/2019 through 12/31/2022.	Social Services	Res. B2017-326
IS000117	EZLinks LLC	5-Jan-22	\$5,234.80	Contract Amendment #4 to provide tee time reservation system for Ramsey County golf courses. Amendment extends contract from 12/31/21 through 12/31/22. No change in NTE amount. Agreement is for the period of 4/24/14 through 12/32/22.	Parks and Recreation	Res. B2019-076

GRANT & REVENUE AGREEMENTS

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF GRANT	PURPOSE OF GRANT	DEPARTMENT	AUTHORITY
G000878 MNDHS CHS	Minnesota Department of Human Services	16-Mar-21	\$270,000.00	Grant Agreement to provide funding for the development of Preschool Development. Agreement is for the period of 3/16/21 through 12/30/22.	Human Services	B2021-081
G000869 MNDPS EMHS	Minnesota Department of Public Safety	11-May-21	\$105,992.00	Grant Agreement to provide Emergency Management supplemental funding for COVID specific expenses. Agreement is for the period of 1/27/20 through 12/1/21.	Emergency Management	Res. 2004-317

PH001124	Roseville Independent School District #623	17-May-21	\$190,000.00	Grant Agreement to provide funding for innovative ways to promote and increase waste reduction and recycling. Agreement is for the period of 4/12/21 through 12/31/21.	Public Health	Res. B2020-116
G000868 HSD AMERICORPS	AmeriCorps	10-Sep-21	\$200,000.00	Grant Agreement to provide site for Housing and Stability Department to host and fiscally support up to 20 members. Agreement is for the period of 09/13/2021 through 08/31/2022.	Housing and Stability	Res. B2021-194
G000871 SPPD SHRF	Saint Paul Police Department	22-Nov-21	\$80,416.00	Grant Agreement to provide sub-agreement for pass through of the 2022 Towards Zero Death grant fund reimbursement for hours worked for scheduled traffic safety issues related to impaired driving, occupant protection, speed, and distracted driving. Agreement is for the period of 10/1/21 through 9/30/22.	Sheriff's Office	Res. 2009-387
G000868 HSD AMERICORPS	AmeriCorps	29-Nov-21	\$200,000.00 *	Grant Agreement Amendment #1 to provide site for Housing and Stability Department to host and fiscally support up to 20 members. Amendment contains language changes. No change in term or NTE amount. Agreement is for the period of 09/13/2021 through 08/31/2022.	Housing and Stability	Res. B2021-194
G000869 MNDPS EMHS	Minnesota Department of Public Safety	29-Nov-21	\$105,992.00 *	Grant Agreement Amendment #1 to provide Emergency Management supplemental funding for COVID specific expenses. Amendment extends contract from 12/1/21 through 1/21/22. No change in NTE amount. Agreement is for the period of 1/27/20 through 1/21/22.	Emergency Management	Res. 2004-317
R000614 USJUSDEA SHRF	US Department of Justice, DEA, Omaha Field Division	1-Dec-21	\$19,372.00	Revenue Agreement to provide for the reimbursement of services for two officers serving on the Task Force. Agreement is for the period of 10/1/21 through 9/30/22.	Sheriff's Office	Res. 2010-290, 3.40.27d
ISDP 0000013061	DSI-ITI LLC.	9-Dec-21	\$14,233.00	Large Purchase Order to provide OMS software yearly maintenance and support for Corrections. Agreement is for the period of 12/15/21 through 12/14/22.	Information Services	3.40.33c

G000872 PRK DNR	Minnesota Department of Natural Resources	13-Dec-21	\$72,000.00	Grant to provide for managing ash trees for emerald ash borer (EAB) on Ramsey County lands. Agreement is for the period of 11/30/21 through 6/30/23.	Parks and Recreation	3.40.39d
R000611 RWMWD PRK	Ramsey-Washington Metro Watershed District	13-Dec-21	\$70,000.00	Revenue Agreement to provide technical design services. Agreement is for the period of 1/1/22 through 12/31/22.	Parks and Recreation	3.40.27d
PW2021-05	City of Saint Paul	16-Dec-21	\$92,033.50	Cooperative Agreement to provide for sidewalk and pedestrian improvements on McKnight Road between Mailand and Londin Lane. Agreement is for the period of 12/16/21 through 12/31/50.	Public Works	Res. B2020-071
R000612 RCWD PRK	Rice Creek Watershed District	17-Dec-21	\$23,000.00	Revenue Agreement to provide technical design services. Agreement is for the period of 1/1/22 to 12/31/22.	Parks and Recreation	3.40.27d
G000870 MNHOUSING EGCI	Minnesota Housing	20-Dec-21	\$444,700.00	Grant Agreement to provide secure stable housing for families with school-age children who have moved frequently and for unaccompanied youth in order to reduce school absenteeism; stabilize children in one home setting or, at a minimum, in one school setting; and reduce shelter usage. Agreement is for the period of 01/01/2022 through 09/30/2024.	Economic Growth and Community Investment	Res. B2021-263
R000613 CSPW PRK	City of Shoreview- Public Works Department	22-Dec-21	\$15,000.00	Revenue Agreement to provide technical construction site inspection services. Agreement is for the period of 1/1/22 through 12/31/22.	Parks and Recreation	3.40.27d
R000610 LIONSGATE SHRF	Lionsgate Academy	22-Dec-21	\$49,992.00	Revenue Agreement Amendment #1 to provide one full-time deputy sheriff to serve as a School Resource Officer. Amendment increases max NTE by \$49,992.00 from \$2,500.00 to \$51,242.00. No change in term. Agreement is for the period of 7/1/21 through 6/30/22.	Sheriff's Office	3.40.27d

NUMBER	SINGLE SOURCE CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
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SSD 21-037 SOLIDGROUND	Solid Ground	2-Dec-21	\$110,000.00	Contract to provide site-based transitional housing to Mothers First participants in need of housing and supportive services. Agreement is for the period of 12/1/21 through 11/30/2023.	Social Services	3.40.27c
COMGR000080	W Haywood Burns Institute	2-Dec-21	\$175,000.00	Contract to provide facilitation of the Transforming Systems Together (TST) partnership. Agreement is for the period of 12/1/21 through 11/30/2023.	County Manager	3.40.27c
ATTY000351	Gray Peak Strategies LLC	8-Dec-21	\$30,000.00	Contract to provide technical expertise to redesign a batch of document forms used to collect information for clients in the Child Support Services Division. Agreement is for the period of 12/27/21 through 12/26/22.	County Attorney	3.40.27c
COMGR000082	Neighborhood House Association	20-Dec-21	\$15,000.00	Contract to provide upward mobility project consulting. Agreement is for the period of 12/27/21 through 5/31/22.	County Manager	3.40.27c
COMGR000083	Community Action Partnership	27-Dec-21	\$15,000.00	Contract to provide Upward Mobility Project consulting. Agreement is for the period of 12/27/21 through 5/31/22.	County Manager	3.40.27c
SSD 21-055 MINNESOTACAREP	Minnesota Care Partner LLC.	27-Dec-21	\$100,000.00	Contract to provide Rule 25 assessments. Agreement is for the period of 1/1/22 through 6/30/22.	Social Services	3.40.27c
SSD 21-056 RESTORATIONCOU	Restoration Counseling & Community Services	29-Dec-21	\$100,000.00	Contract to provide Rule 25 Assessments. Agreement is for the period of 1/1/22 through 6/30/22.	Social Services	3.40.27c
COMGR000084	Independent School District 623	30-Dec-21	\$15,000.00	Contract to provide Upward Mobility Project consulting. Agreement is for the period of 12/27/21 through 5/31/22.	County Manager	3.40.27c
SSD 21-051 HANDYHELPLLC	HandyHelp LLC	30-Dec-21	\$100,000.00	Contract to provide Rule 25 assessments. Agreement is for the period of 1/1/22 through 6/30/22. Agreement is for the period of 1/1/22 through 6/30/22.	Social Services	3.40.27c

EMERGENCY PURCHASES

CONTRACT	DATE	AMOUNT OF
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NUMBER	CONTRACTOR'S NAME	SIGNED	CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
HSD000001	Family Housing Fund	14-Dec-21	-\$2,643,179.00	Contract Amendment #1 to provide emergency rental assistance. Amendment decreases max NTE by \$2,643,179.00 from \$5,000,000.00 to \$2,356,821.00. No change in term. Agreement is for the period of 03/1/2021 through 03/31/2022.	Housing Stability	B2021-121
RECERT-CARES-033	Hispanic Advocacy and Community Empowerment Through Research (HACER)	17-Dec-21	\$259,500.00 *	Contract Amendment #1 to provide outreach, engagement and connections to the Latino Community. Amendment extends the contract from 12/31/21 to 12/31/22. Agreement is for the period of 11/16/20 through 12/31/2022.	Racial Equity and Community Engagement Response Team	Res. B2021-206
RECERT-CARES-032	Grace Restoration International (GRI)	20-Dec-21	\$45,000.00	Contract Amendment #2 to provide outreach, engagement and connections to the African Born Community. Amendment increases the max NTE by \$45,000.00 from \$120,000.00 to \$165,000.00. Amendment extends the contract from 12/31/21 to 12/31/22. Agreement is for the period of 11/12/20 through 12/31/2022.	Racial Equity and Community Engagement Response Team	Res. B2021-206
RECERT-COVID-003	District 2 Community Council	20-Dec-21	\$155,000.00	Contract Amendment #1 to provide for a ADOS Trusted Messenger. Amendment extends contract from 12/31/21 to 12/31/22. Amendment increases the NTE by \$155,000.00 from \$10,000.00 to \$165,000.00. Agreement is for the period of 6/16/21 through 12/31/22.	Racial Equity and Community Engagement Response Team	Res. B2021-206
RECERT-CARES-029	Africa Network for Development Inc. (ANDI)	20-Dec-21	\$25,000.00	Contract Amendment #2 to provide outreach, engagement and resource connections to African Born residents of Ramsey County. Amendment extends the contract from 12/31/21 to 12/31/22. Amendment increases the NTE from \$125,000 to \$165,000.00. Agreement is for the period of 11/18/20 through 12/31/22.	Racial Equity and Community Engagement Response Team	Res. B2021-206
RECERT-CARES-035	Hmong American Partnership (HAP)	20-Dec-21	\$165,000.00 *	Contract Amendment #2 to provide outreach, engagement and connections to the Asian/Pacific Community. Amendment extends the contract from 12/31/21 to 12/31/22. No change in NTE amount. Agreement is for the period of 11/16/20 through 12/31/2022.	Racial Equity and Community Engagement Response Team	Res. B2021-206

RECERT-CARES-035	Hmong American Partnership (HAP)	20-Dec-21	\$100,000.00	Contract Amendment #1 to provide outreach, engagement and connections to the Asian/Pacific Community. Amendment increases the max NTE by \$100,000 from \$65,000 to \$165,000 and extends the contract from 12/31/20 to 12/31/21. Agreement is for the period of 11/16/20 through 12/31/2021.	Racial Equity and Community Engagement Response Team	Res. B2020-061
RECERT-COVID-004	Hawj United of Minnesota	20-Dec-21	\$142,000.00	Contract Amendment #1 to provide an Asian/Pacific Islander Trusted Messenger. Amendment extends contract from 12/31/21 to 12/31/22. Amendment increases the NTE by \$142,000.00 from \$23,000.00 to \$165,000.00. Agreement is for the period of 06/14/2021 through 12/31/2022.	Racial Equity and Community Engagement Response Team	Res. B2021-206
RECERT-CARES-040	MN Dawah Institute (MDI)	20-Dec-21	\$40,000.00	Contract Amendment #2 to provide outreach, engagement and connections to the African Born Community. Amendment increases the NTE by \$40,000.00 from \$125,000.00 to \$165,000.00 Amendment extends the contract date from 12/31/21 to 12/31/22. Agreement is for the period of 11/10/20 through 12/31/22.	Racial Equity and Community Engagement Response Team	Res. B2021-206
RECERT-CARES-049	Vietnamese Social Services of Minnesota	20-Dec-21	\$40,000.00	Contract Amendment #2 to provide Asian/Pacific Islander Trusted Messenger and Community Conversations. Amendment increases the NTE by \$40,000.00 from \$125,000.00 to \$165,000.00 Amendment extends the contract date from 12/31/21 to 12/31/22. Agreement is for the period of 11/10/20 through 12/31/22.	Racial Equity and Community Engagement Response Team	Res. B2021-206
RECERT-COVID-005	Somali Medical Association of America	20-Dec-21	\$140,000.00	Contract Amendment #1 to provide COVID-19 culturally specific & focused vaccine initiative. Amendment increases the NTE by \$140,000.00 from \$25,000.00 to \$165,000.00 Amendment extends the contract date from 12/31/21 to 12/31/22. Agreement is for the period of 06/30/2021 through 12/31/2021.	Racial Equity and Community Engagement Response Team	Res. B2021-206

RECERT-CARES-041	Project Restore MN	20-Dec-21	\$40,000.00	Contract Amendment #2 to provide outreach and engagement to racially, ethnically and culturally diverse youth in Ramsey County. Amendment increases the NTE by \$40,000.00 from \$125,000.00 to \$165,000.00 Amendment extends the contract date from 12/31/21 to 12/31/22. Agreement is for the period of 11/12/20 through 12/31/22.	Racial Equity and Community Engagement Response Team	Res. B2021-206
RECERT-CARES-042	Restoration for All, Inc.	20-Dec-21	\$40,000.00	Contract Amendment #2 to provide outreach and engagement to racially, ethnically and culturally diverse groups especially the African Born Community in Ramsey County. Amendment increases the NTE by 140,000 from \$125,000 to \$165,000 and extends the contract date from 12/31/21 to 12/31/22. Agreement is for the period of 11/12/20 through 12/31/21.	Racial Equity and Community Engagement Response Team	Res. B2021-206
RECERT-CARES-048	The Black Tech Guy	20-Dec-21	\$165,000.00	* Contract Amendment #2 to provide Youth/Young Adult messaging. Amendment extends the contract from 12/30/21 to 12/31/22. No change in NTE amount. Agreement is for the period of 11/18/20 through 12/31/22.	Racial Equity and Community Engagement Response Team	Res. B2021-206
RECERT-CARES-044	Santamaria Broadcasting	20-Dec-21	\$45,000.00	Contract Amendment #2 to provide for a Latino trusted messenger. Amendment increases max NTE by \$45,000.00 from \$120,000.00 to \$165,000.00. Amendment extends contract from 12/31/2021 through 12/31/2022. Agreement is for the period of 11/10/2020 through 12/31/2022.	Racial Equity and Community Engagement Response Team	Res. B2021-206
RECERT-CARES-031	Generations 2 Generation	20-Dec-21	\$25,000.00	Contract Amendment #2 to provide Black, Indigenous, People of Color Connectors. Amendment increases max NTE by \$25,000.00 from \$140,000.00 to \$165,000.00. Amendment extends contract date from 12/31/2021 through 12/31/2022. Agreement is for the period of 11/12/2020 through 12/31/2022.	Racial Equity and Community Engagement Response Team	Res. B2021-206

RECERT-CARES-038	The JK Movement	22-Dec-21	\$5,000.00	Contract Amendment #2 to provide outreach, engagement and connections to Youth/Young adults in the Community. Amendment increases the max NTE by \$5,000.00 from \$160,000.00 to \$165,000.00. Amendment extends contract from 12/31/21 to 12/31/22. Agreement is for the period of 11/16/20 through 12/31/22.	Racial Equity and Community Engagement Response Team	Res. B2021-206
RECERT-CARES-050	Wellshare International	22-Dec-21	\$45,000.00	Contract Amendment #2 to provide African Born Trusted Messenger. Amendment increases the max NTE by \$45,000.00 from \$120,000.00 to \$165,000.00. Amendment extends the contract from 12/31/21 to 12/31/22. Agreement is for the period of 11/10/20 through 12/31/2022.	Racial Equity and Community Engagement Response Team	Res. B2021-206
RECERT-COVID-006	Samo Relief and Consulting	22-Dec-21	\$140,030.00	Contract Amendment #1 to provide COVID-19 culturally specific & focused vaccine Initiative. Amendment increases the max NTE by \$140,030.00 from \$24,970.00 to \$165,000.00. Amendment extends the contract from 12/31/21 to 12/31/22. Agreement is for the period of 06/29/2021 through 12/31/2022.	Racial Equity and Community Engagement Response Team	Res. B2021-206
RECERT-CARES-037	Westside Community Health Services dba Minnesota Community Care	22-Dec-21	\$45,000.00	Contract Amendment #2 to provide for Asian/Pacific Islander Community Conversations. Amendment increases max NTE by \$45,000.00 from \$120,000.00 to \$165,000.00. Amendment extends contract from 12/30/2021 through 12/31/2022. Agreement is for the period of 11/25/2020 through 12/31/2022.	Racial Equity and Community Engagement Response Team	Res. B2021-206
RECERT-CARES-047	The Ark of Covenant Ministry	27-Dec-21	\$60,000.00	Contract Amendment #2 to provide for African Born Community Conversations. Amendment increases max NTE by increases max NTE by \$60,000.00 from \$105,000.00 to \$165,000.00. Amendment extends contract from 12/30/2021 through 12/31/2022. Agreement is for the period of 11/20/2020 through 12/31/2022.	Racial Equity and Community Engagement Response Team	Res. B2020-061

RECERT-CARES-043	Anika M Bowie Sole MBR, dba Anika Bowie	27-Dec-21	\$45,000.00	Contract Amendment #2 to provide Black, Indian, People of Color Trusted Messenger. Amendment extends contract from 12/30/2021 through 12/31/2022. Amendment increases max NTE by \$45,000.00 from \$120,000.00 to \$165,000.00. Agreement is for the period of 11/19/2020 through 12/31/2022.	Racial Equity and Community Engagement Response Team	Res. B2021-206
FASD COVID19-0061	Minnesota Care Counseling Service Inc.	27-Dec-21	\$238,400.00	Contract Amendment #3 to provide housing navigation services for unsheltered/homeless individuals at Mary Hall and/or at the local hotels who have a current contract with Ramsey County to provide shelter. Amendment extends contract from 12/31/21 to 4/30/22. Amendment increases contract NTE by \$155,000.00 from \$549,350.00 to \$704,350.00. Agreement is for the period of 10/28/2020 through 04/30/2022.	Financial Services	Res. B2021-015
FASD COVID19-0065	Person Centered Housing Consultants	27-Dec-21	\$168,000.00	Contract Amendment #3 to provide housing navigation services for unsheltered/homeless individuals in Ramsey County. Amendment #3 extends the contract from 12/30/21 to 04/30/22. Amendment increases the NTE by \$168,000.00 from \$407,600.00 to \$575,600.00. Agreement is for the period of 10/30/20 through 04/30/22.	Financial Services	Res. B2021-015
WFS-COVID-112	Goodwill Easter Seals Minnesota	27-Dec-21	\$100,000.00 *	Contract Amendment #2 to provide construction employment On-the-Job Training at Margaret House (Skill Development Site). Amendment extends contract from 12/31/21 through 12/31/22. No change in NTE amount. Agreement is for the period of 4/1/21 through 12/31/22.	Workforce Solutions	Res. B2020-061
RECERT-COVID-001	Dayton's Bluff District 4 Community Council	27-Dec-21	\$140,000.00	Contract Amendment #1 to provide for a ADOS Trusted Messenger. Amendment extends contract from 12/31/21 through 12/31/22. Amendment increases max NTE by \$140,000.00 from \$25,000.00 to \$165,000.00. Agreement is for the period of 06/16/2021 through 12/31/2022.	Racial Equity and Community Engagement Response Team	Res. B2021-206

FASD COVID19-0052	Safe Ride Twin Cities LLC	29-Dec-21	\$240,000.00	Contract Amendment #3 for Emergency foodservice via home-delivery meals to Ramsey County Residents impacted by COVID19. Amendment extends the contract from 12/31/21 to 04/30/22. Amendment increases the NTE by \$240,000.00 from \$789,457.20 to \$1,029,457.20 but due to a issue with returned voucher that added money to NTE, actual increase is from \$818,688.60 to \$1,058,688.80 in Aspen. Agreement is for the period of 12/01/20 through 04/30/22.	Financial Services	Res. B2021-015
FASD COVID19-0023	Karing Neighbor LLC	29-Dec-21	\$3,023,354.00	Contract Amendment #6 for Emergency foodservice via home-delivery meals to Ramsey County Residents impacted by COVID19. Amendment extends the contract from 12/31/21 to 4/30/22. Amendment increases max NTE by \$262,800.00 from \$3,023,354.00 to \$3,286,154.00. Agreement is for the period of 07/24/20 through 4/30/22.	Financial Services	Res. B2021-015
RECERT-CARES-030	Family Values for Life	30-Dec-21	\$5,000.00	Contract Amendment #2 to provide Black/ADOS Trusted Messenger and Connectors. Amendment increases max NTE by \$5,000.00 from \$160,000.00 to \$165,000.00. Amendment extends contract from 12/31/2021 through 12/31/2022. Agreement is for the period of 11/20/2020 through 12/31/2022.	Racial Equity and Community Engagement Response Team	Res. B2021-206

SOLE SOURCE PURCHASES

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
CC003086	Great American Marine	6-Dec-21	\$25,440.00	Contract to provide zodiac boat, accessories, and trailer. Agreement is for the period of 12/6/21 through 12/5/22.	Sheriff's Office	3.40.33c
PH001145	Minnesota Breastfeeding Coalition	7-Dec-21	\$150,000.00	Contract to provide for the breastfeeding coalition. Agreement is for the period of 12/1/21 through 10/31/22.	Public Health	3.40.33c
PH001142	The NewMPLS	10-Dec-21	\$90,000.00	Contract to provide lifestyle coaching. Agreement is for the period of 12/7/21 through 9/29/23.	Public Health	3.40.33c
HSD000015	Catholic Charities	17-Dec-21	\$500,000.00	Contract to provide Higher Ground shelter services. Agreement is for the period of 12/15/21 through 12/14/22.	Housing and Stability	Res. B2021-252

ATTY000350

Transunion Risk and Alternative

3-Jan-22

\$50,000.00

Contract to provide TLOxp subscription for database investigative search. Agreement is for the period of 1/1/22 through 12/31/26.

County Attorney

3.40.33c

Board of Commissioners

Request for Board Action

Item Number: 2022-090

Meeting Date: 2/22/2022

Sponsor: County Manager's Office

Title

Ramsey County Vision, Mission and Goals

Recommendation

Reaffirm Ramsey County's Vision, Mission and Goals as follows:

Vision: A vibrant community where all are valued and thrive.

Mission: A county of excellence working with you to enhance our quality of life.

Goals:

1. Strengthen individual, family and community health, safety and well-being through effective safety-net services; innovative programming; prevention and early intervention; and environmental stewardship.
2. Cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty through proactive leadership and inclusive initiatives that engage all communities in decisions about our future.
3. Enhance access to opportunity and mobility for all residents and businesses through connections to education, employment and economic development throughout our region.
4. Model forward-thinking investment, fiscal accountability and transparency through professional operational and financial management.

Background and Rationale

On January 25, 2022, the Ramsey County Board met in a Board Strategic Work Session to review the county's vision, mission and goals. The vision, mission and goals provide the strategic direction that aligns staff, departments, county programs and service teams to better serve Ramsey County's residents and businesses. The vision, mission and goals are intended to be long-term statements that will last through several budget cycles with minimal adjustments. As in the past, they will be effective as soon as they are reaffirmed by the Ramsey County Board and will be used by the County Manager, service teams and departments during the preparation of the 2023-2024 supplemental performance measures of the biennial county budget.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Ramsey County is one of the most racially and ethnically diverse counties in the state of Minnesota, with 35% of residents being people of color. More than 130 languages or dialects are spoken in Ramsey County. Words matter, and racial equity is fundamental to the realization of the vision, mission and goals for all residents and a required component in Ramsey County's Strategic Plan and biennium budget process to achieve our vision of a vibrant community where all are valued and thrive. With the Ramsey County Board's recent approval of further investments in racial equity and foundations of excellence in the county budget, it provides capacity building, continuous improvements and investments in living Ramsey County's core values of People, Integrity,

Community, Leadership, and Equity.

Community Participation Level and Impact

The vision, mission and goals drive all of Ramsey County's community engagement efforts. To strengthen well-being, cultivate economic prosperity, enhance access to opportunity, and model fiscal accountability, Ramsey County leaders and staff must continuously and consistently engage the county's communities in how the county achieve its goals. Ramsey County's Strategic Plan showcases various continuums of community engagement in the strategies and actions in achieving the strategic priorities.

Inform Consult Involve Collaborate Empower

Fiscal Impact

None.

County Manager Comments

No additional comments.

Last Previous Action

On January 25, 2022, the Ramsey County Board of Commissioners met in a Board Strategic Work Session to review the county's vision, mission and goals.

On March 23, 2021, the Ramsey County Board of Commissioners adopted the Ramsey County's vision, mission and goals (Resolution B2021-149).

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2022-012

Meeting Date: 2/22/2022

Sponsor: Housing Stability

Title

Presentation: Housing Stability Project Update

Recommendation

None. For information and discussion only.

Background and Rationale

In the past two years, Ramsey County has taken extensive action to address the changing needs of the homeless population. The homeless population was generally served by placing people in congregate shelters where many beds would be in the same room. There were also many encampments that occurred in public areas.

During the pandemic, there was an urgent need to change how individuals experiencing homelessness were served and to end large encampments and congregate settings where people were living very close to each other. The county opened several homeless shelters with individual rooms for single people, couples, and family units to adhere to the Center for Disease Control (CDC) guidelines on social distancing. This included hotels such as Como Park and Capital Ridge and other facilities such as Luther Seminary, Mary Hall, and the use of the former Bethesda Hospital as a shelter and respite facility.

Attachments

1.Presentation

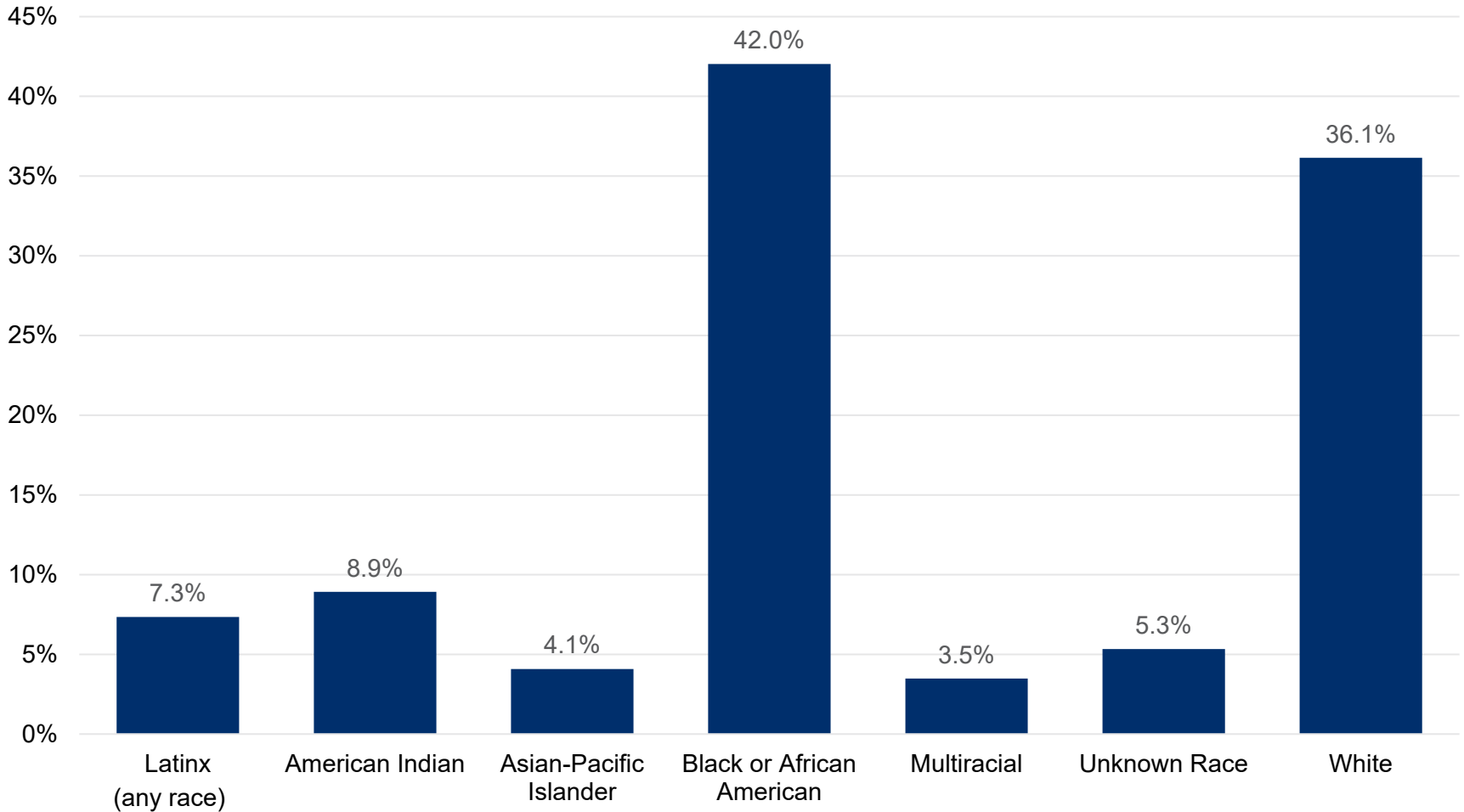
Census Data

Location	Room capacity	# Women	# Men	# of couples	# of women's rooms available	# of men's rooms available	Total residents	Total available
Mary Hall	134	19	108	n/a	1	6	127	7
Luther Stub Hall	70	47	22	21	4	n/a	69	1
Bethesda Shelter	100	n/a	100	n/a	n/a	0	100	0
RCCR	32	1	1	n/a	n/a	n/a	2	n/a
Totals:	304						298	8

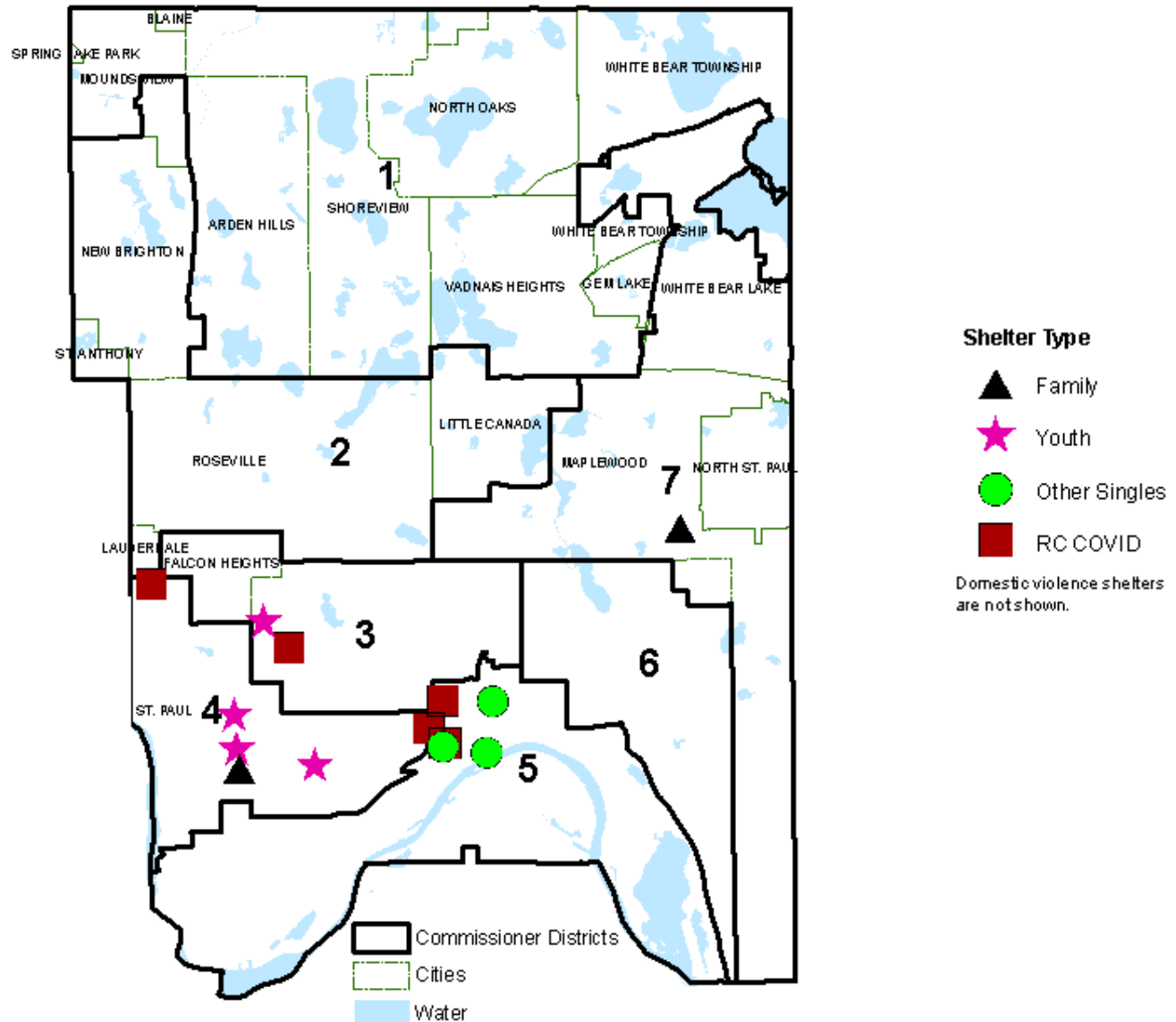
Luther has a person capacity of 70, Bethesda Shelter has a person capacity of 100, Mary Hall has a person capacity of 134, RCCR has a capacity of 55

Race & Ethnicity of People in COVID Shelters

As of Jan. 29, 2022, an unduplicated total of 1,837 persons served since opening

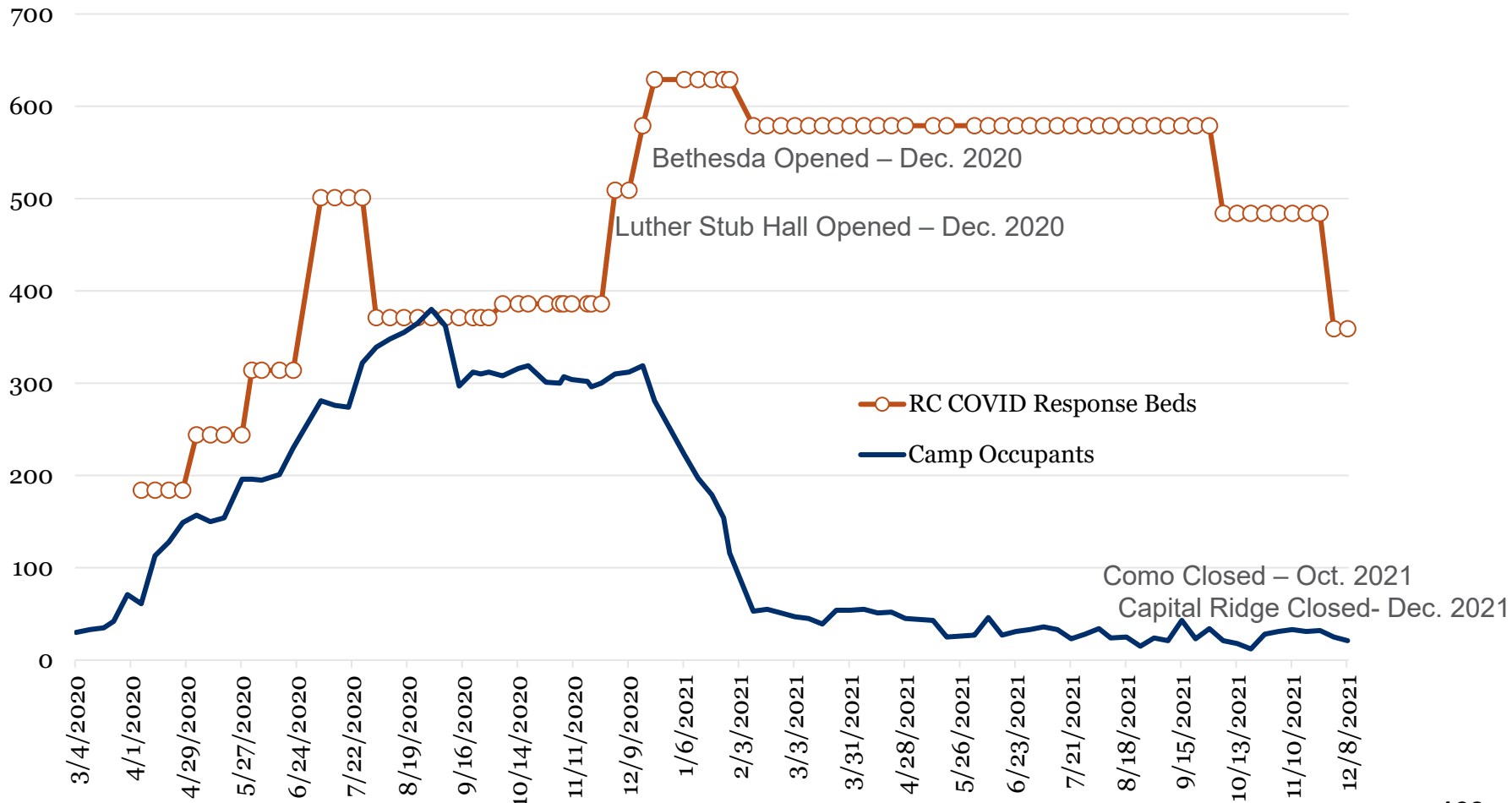


Ramsey County Shelters by Districts



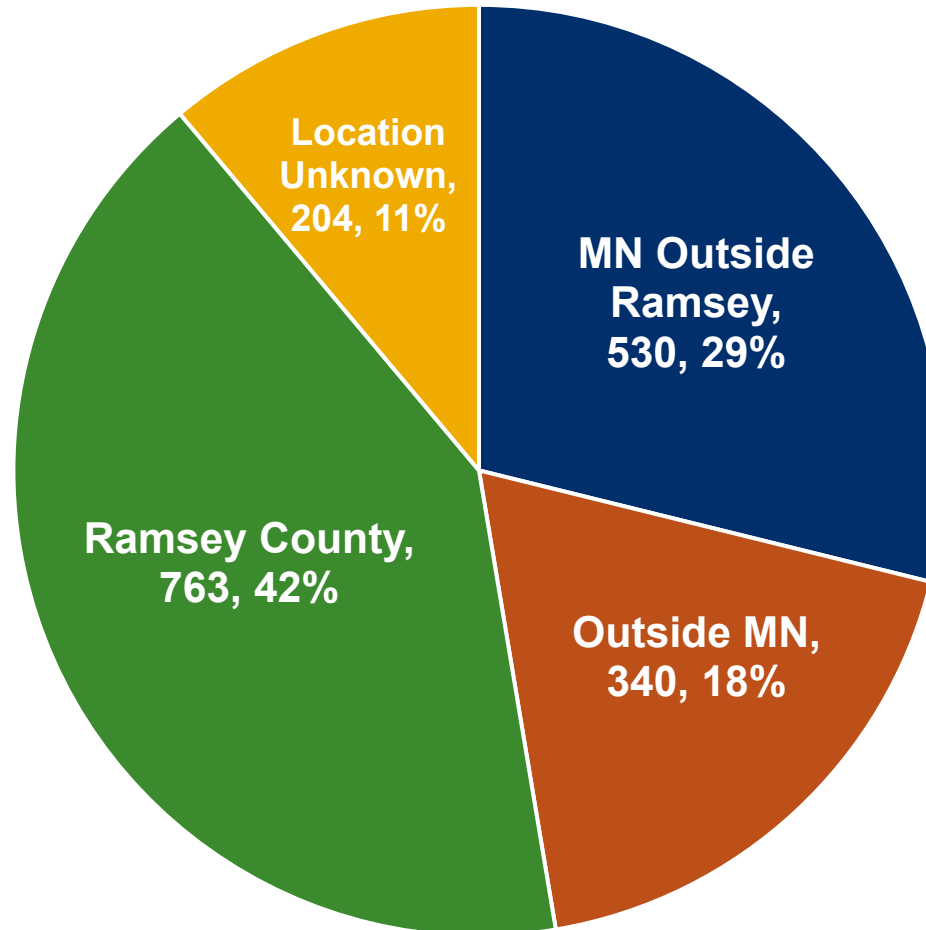
Ramsey County COVID Bed Capacity and Encampment Occupants

- City of St. Paul Encampment data from St. Paul Department of Safety & Inspections (DSI)
- Total Available Ramsey County (RC) COVID Response Shelter Capacity



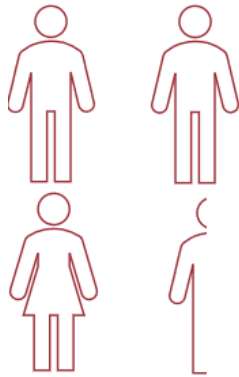
Ramsey County COVID Shelter – Last known Permanent Residence

1,837 Total Persons Served through January 29, 2022



All Ramsey County Singles and Youth Shelters

Approximately 953 people point in time of November 2021



337 unfunded shelter beds
in May 2022



616 funded shelter beds
available in May 2022

May Opportunities



Mary Hall Shelter
Total beds: 134



Luther Shelter
Total beds: 70



Bethesda Shelter
Total beds: 100
Respite Shelter: 32

Shelter	Lease Expires	Extension Options
Bethesda	Prior to May 2022	No Extension
Mary Hall	Prior to May 2022	Potential option to extend until Aug. 15, 2022, with funds
Luther Stub Hall	Prior to May 2022	TBD

Saint Paul Opportunity Center (SPOC)

Partners

Internal Partners

- Child Support Services - Virtual
- Coordinated Entry/Housing Services
- Corrections/Probation Services
- Financial Assistance Services
- Mental Health Services
- Navigators - Services Center
- Navigators - AmeriCorps
- Various Community Partners
- Veterans Services

External Partners

- Catholic Charities
- East African Empowerment Center
- Face to Face
- Metro Transit Homeless Action Team (HAT) Team
- Moor Doors
- Radius Health
- Ujamaa Place

Item Number: 2022-097

Meeting Date: 2/22/2022

Sponsor: Parks & Recreation

Title

Revised Parks & Recreation Ordinance

Recommendation

Adopt the revised Parks & Recreation Ordinance

Background and Rationale

The Ramsey County Parks & Recreation Ordinance (Park Ordinance) was adopted in 1992 and last amended in 2007. The purpose is to promote the safety, health, enjoyment, and welfare of everyone in their use of parks, and to protect park property and resources. The Park Ordinance requires routine updating to stay current and align with community needs.

The ordinance revision process aims to:

- Respond to long-standing community feedback about park access.
- View the ordinance through a racial equity lens.
- Modernize the ordinance and address contemporary park issues.
- Make changes that result in an ordinance that is equitable, consistent, and streamlined; promotes greater enjoyment of the parks; ensures user safety; and protects park facilities, property, and natural resources for everyone to enjoy.

The following is a list of specific proposed changes to the Park Ordinance:

- Change park hours to 5 a.m. to 11 p.m. and eliminated trail hours for those actively commuting.
- Smoking and vaping policies to be developed within the overall Ramsey County ordinance.
- Change misdemeanor penalties to administrative penalties. State preferred method of enforcement as request for voluntary compliance.
- Allow for removal of park access for 24 hours as a method of enforcement.
- Enforce “Firearms and Dangerous Weapons” and “Fireworks” sections using state statute. Adjust “firearms” section to comply with state and local laws.
- Eliminate “loitering” section.
- Modernize and simplify “disturbing the peace” section.
- Add protections from dumping liquids in the park or park waters.
- Distinguish between littering small amounts of waste and dumping large amounts of waste.
- Allow foraging of fruits, nuts and mushrooms.
- Point to Ramsey County website for aquatic invasive species removal process to adapt to rapidly changing conditions.
- Modernize rules for electric bikes and drones.
- Expand snowshoe access in parks.
- Reduce amplified sound from 50 to 25 feet for general park use and kept at 50 feet for events.
- Require a permit for amplified sound at events.
- Allow limited commercial photography without a permit.
- Allow 10x10 canopies for open-air picnic tables.

- Remove gendered swimwear requirements to allow public nudity state statutes to prevail.
- Update ski pass requirement to prepare for changes in pass types in alignment with Winter Recreation Area.
- Modernize “Roller-skating” language to fit many forms of skating.
- Add geocache placement rules.
- Allow service animals in facilities in alignment with ADA.
- Allow crossbows for adaptive use.
- Allow power-driven mobility devices for people with disabilities.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

A Phase 1 racial equity review process was completed in June of 2021 with community partners, including the Ramsey County Equity Action Circle, that identified specific opportunities within the ordinance to advance equity. Some of these priorities included writing the ordinance in plain language, expanding access to the parks, decriminalizing ordinance violations, allowing foraging, and restricting tobacco use. Parks continued to work with community partners to address these priorities in the proposed ordinance to advance racial equity.

Community Participation Level and Impact

Phase 2 community engagement focused on feedback from residents on the entire ordinance with special attention placed on three topics that needed detailed public input per guidance from the Phase 1 racial equity review process: Park access, smoking and tobacco use, and fines and penalties for violations.

Community engagement took place during the summer of 2021 and included the same content offered via community conversations and within an online survey. The community conversations had 45 participants and the online survey had 1,495 participants. Detailed results of the engagement can be found at <https://www.ramseycounty.us/residents/parks-recreation/21st-century-parks-initiative/park-ordinance-project>

- Inform Consult Involve Collaborate Empower

Fiscal Impact

Payments of penalties for administrative citations will accrue to the county, but during 2019-2020 just over 40 citations were issued annually despite there being roughly 6 million annual visitors to the park’s system. It is expected that few citations will continue to be issued resulting in a minimal fiscal impact. Any future civil penalty revenue will be deposited into the Ramsey County general fund, violations account.

County Manager Comments

No additional comments.

Last Previous Action

On February 8, 2022, the Ramsey County Board waived the second reading of the revised park ordinances (Resolution B2022-045) and held a public hearing.

On January 18, 2022, the Ramsey County Board waived the first reading of proposed revised Park Ordinance (Resolution B2022-030) and set the public hearing for February 8, 2022 (Resolution 2022-031).

On November 2, 2021, a board workshop on the revised Park Ordinance was held with the Ramsey County Board.

On March 13, 2007, the Ramsey County Board approved amendments to the Ordinance for the Control and Management of Park, Creation and Open Space Areas and Facilities Under the Jurisdiction of the Ramsey

County Board of Commissioners and amendments were effective on April 27, 2007 (Resolution 2007-122).

Attachments

1. Ramsey County Parks & Recreation Proposed Ordinance
2. Park Ordinance Engagement Results
3. Proposed Schedule of Events

Ramsey County Parks & Recreation Ordinance

Purpose

The Ramsey County Board of Commissioners is authorized by Minnesota Statutes Section 383A.07, subd. 12, to enact these ordinances, which authorizes the Ramsey County Board of Commissioners to enact ordinances to govern the conduct of members of the public during their use and enjoyment of the Ramsey County Parks & Recreation System, including waters and public lakeshore within the System and not more than 300 feet of the waterfront immediately abutting such public lakeshore. This ordinance is enacted to promote the health, safety, welfare, and enjoyment of all persons, and to protect park property and resources for future generations.

Ramsey County Parks & Recreation facilities are open to all persons regardless of race, gender, gender identity, age, creed, national origin, sexual or affectional orientation, color, ancestry, disability, marital status, religion, familial status, or status with regard to public assistance.

Definitions

For purposes of this ordinance, the following definitions apply, unless the context clearly indicates a different meaning. Any term that is not defined will be interpreted as the commonly understood meaning.

ALCOHOL. Any beverage containing more than one-half of one percent (0.5%) alcohol by volume, including intoxicating liquor, wine, beer or malt liquor, and 3.2% malt liquor.

BOARD. The Ramsey County Board of Commissioners.

DANGEROUS WEAPON. Any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, including bows and arrows, sling shots, bowie knives, razors, and switchblades. Dangerous Weapon also includes any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm.

DEPARTMENT. The Ramsey County Parks & Recreation department.

DIRECTOR. Parks and recreation department director or designee to whom specific duties have been assigned by the director or the county manager.

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect by combustion, deflagration, or detonation, including firecrackers, bottle rockets, roman candles, sparklers, snakes, and smoke devices.

MOTOR VEHICLE. Any self-propelled vehicle or vehicle propelled or drawn by a self-propelled vehicle which is operated on a highway, on the ground, or in the air.

PARK OR PARKS. Any park, open space, arena, golf course, special-use area, trail corridor, or any other area owned, improved, maintained, operated or otherwise controlled by Ramsey County. **PARK OR PARKS** also includes any lake, pond, river, stream, or other body of water located wholly within the boundaries of a Ramsey County park or any public shoreline owned by or under the authority of the Board, including those waters lying within 300 feet of the waterfront immediately abutting park lakeshore.

PERMIT. Written permission that must be obtained from the department to carry out certain activities or to obtain exclusive use of all or portions of specific areas, building, and other facilities for conducting special events. Fees may apply.

Regulations

1. Park Hours

- a. Parks are open 5:00 a.m. to 11:00 p.m. This time limitation does not apply to people who, without delay, are traveling on Regional Trails.
- b. The Department may close Parks or areas within Parks to the public as necessary to protect public safety or property.
- c. Entering or remaining in any locked building, or any park area that is closed to the public, is not allowed.

2. Permits

- a. Permits are required for exclusive use of all or a portion of a Park or park facility for special events, and for conducting private lessons or classes for commercial gain or conducting any business enterprise within a Park.
- b. Some activities that are prohibited in this ordinance may be permitted with written approval from the Department.
- c. Permit holders must follow all rules outlined in the permit.
- d. Permit holders cannot transfer their permits to another person or entity.
- e. Permit holders are responsible for any damage or injury that occurs as a result of the event or activity for which a permit was granted.
- f. The Department may revoke a permit at any time.
- g. Harassing or interfering with a permit holder, their event, property, or equipment is not allowed.

3. Protecting Park Property

- a. Damaging, vandalizing, altering, or removing any park property is not allowed. Park property includes the park buildings, grounds, signs, and equipment.
- b. Dumping or littering trash, yard waste, liquids, furniture, or construction materials is not allowed in any Park.
- c. The use of or encroachment on park property for personal or private use, such as storing equipment, erecting structures, installing objects, posting signs, or placing utilities, is not allowed.
- d. All Park signs, barriers, and posted rules and regulations must be followed at all times.

- e. Lost and found items may be held by the Department or may be turned over to the Ramsey County Sheriff's Office to be disposed of according to Minnesota Statutes, Section 345.15.
4. Protecting Natural Resources
- a. Removing, altering, or damaging any plant or animal is not allowed. Fruits, nuts, and mushrooms on park property may be foraged and harvested for personal use.
 - b. Planting any plants or releasing an animal into any Park is not allowed.
 - c. Digging or excavating land in any Park is not allowed.
 - d. Feeding, hunting, trapping, or disturbing any animal in a Park is not allowed.
 - e. Fishing is allowed, consistent with the Rules of the State of Minnesota.
5. Conduct
- a. Threats, fighting, harassment, or bullying others in the Park is not allowed.
 - b. Small amounts of trash created within the Park, such as food containers for a picnic or decorations for a party, must be deposited in trash or recycling containers provided in the Park, or may be carried out for disposal off-site.
 - c. Wine and beer are allowed in Parks if local city ordinance allow. All other types of alcohol are not allowed. Kegs, barrels, or taps of beer require a permit. Selling wine or beer requires a permit, and sales must comply with liquor licensing regulations for the city in which the Park is located.
 - d. Charitable gambling must be duly authorized by the Minnesota Gambling Control Board and is allowed only upon permit approved by the County Board.
 - e. Soliciting donations or money, or selling anything in Parks is not allowed, except with a permit.
 - f. Posting, displaying, pasting, fastening, painting, or affixing any bill, notice, or sign upon any structure, tree, stone, fence, or enclosure in Parks is not allowed.
 - g. Commercial photography that requires a crew of more than one photographer and one photographer's assistant requires a permit.
 - h. Fires are allowed only in approved fire rings and must be completely extinguished when unattended. Cooking fires are allowed only in grills provided by the Department or small private grills. Ashes or hot coals must be disposed of in Park containers marked specifically for ashes and coals. Smokers or oversized grills require a permit.
 - i. Audio devices, such as speakers, radios, and musical instruments may be played, but must be heard no more than 25 feet away. Groups or picnic shelter users must apply for a permit for amplified sound, and the amplified sound must be heard no more than 50 feet away.
 - j. Any large amusement equipment, including a bounce house, dunk tank, or portable climbing wall requires a permit.
 - k. Obstructing or interfering with a county employee or agent of the county in the performance of their duties is not allowed.
 - l. Smoking, vaping and commercial tobacco use is governed by a separate Ramsey County ordinance.
6. Firearms and Dangerous Weapons
- a. Firearms and other dangerous weapons are not allowed in Parks, except as permitted by Minnesota law and local ordinances.

- b. Bows and arrows are allowed only in archery ranges. Crossbows are allowed at archery ranges only for adaptive needs.
 - c. Firing any weapon in or into a Park is not allowed.
- 7. Fireworks
 - a. Possessing or setting off fireworks, rockets, smoke bombs, or other pyrotechnics is not allowed.
- 8. Pets
 - a. Pets must be on a leash no more than 6 feet long at all times, except within designated dog park areas.
 - b. Pets are not allowed in any park buildings, picnic areas, beach areas, playgrounds, golf courses, or on the Tamarack Nature Center grounds. This prohibition does not include or apply to service animals as defined by Americans with Disabilities Act.
 - c. Leaving pets unattended or allowing them to disturb others is not allowed.
 - d. Pet feces must be picked up and properly disposed of.
- 9. Picnicking
 - a. All Park shelters and pavilions require a permit to use.
 - b. 10'x10' canopies may be used among picnic tables. Canopies used for this purpose must be weighted down and cannot be staked into the ground or tied to trees or other Park property.
- 10. Swimming
 - a. Swimming is allowed only in designated swimming areas.
 - b. Glass containers and bottles are not allowed in beach or designated swimming areas.
 - c. Fires and grills are not allowed in beach areas.
 - d. U.S. Coast Guard-approved life jackets are allowed and encouraged. Inflatable toys, such as inner tubes, rafts, or loungers are not allowed.
 - e. All lifeguard or staff directions and instructions must be followed at all times.
- 11. Fishing
 - a. All Minnesota State Statutes and Rules must be followed at all times.
 - b. Fishing is not allowed in prohibited areas.
 - c. Spearing, netting, and trapping any aquatic animals is prohibited.
 - d. Ice-fishing houses must use boat launches to access the water and cannot be kept on park property.
- 12. Boating
 - a. Boats must be launched only in designated areas, such as boat launches.
 - b. Boats cannot be left unattended.
 - c. Boats, including boats towing people (water skiers, towable tubes), must be operated at least 100 feet away from swimming areas.
 - d. Operators of boats are not allowed to create a wake that will damage, injure, or disturb people or park property.
 - e. All watercraft must be inspected for and removal of any aquatic plants or animals according to guidelines at ramseycounty.us/ais. Minnesota Statutes, Chapter 84D, Invasive Species also applies.
- 13. Bicycles

- a. Bicyclists must operate bicycles in a safe manner at all times, staying as close to the right-hand side of the trail as safe conditions allow.
 - b. Bicyclists and off-road cyclists must yield to pedestrians and pass with care.
 - c. Bicycles must be operated only on paved trails, except for designated off-road biking trails.
 - d. Bicyclists must follow all Minnesota State Statutes regarding bicycles.
 - e. Electric bicycles are allowed on paved trails, and must be operated safely at speeds below 20 mph.
14. Skating: Roller-Skating, In-Line Skating, Skateboarding, Scootering
- a. Skaters must skate only on paved trails and in a safe manner, staying as close to the right-hand side as safe conditions allow.
 - b. Skating is not allowed in any park building or shelter.
 - c. Electric scooters and similar electric skate equipment are allowed only on paved trails and must be operated safely at speeds below 20 mph.
15. Winter Activities
- a. Cross-country skiing is allowed only on designated trails and with a Ramsey County approved ski trail pass.
 - b. Groomed cross-country ski trails are for skiers only. Pedestrians and snowshoers are not allowed on groomed ski trails.
 - c. Snowshoeing and cross-country skiing is allowed in Park areas open to the public. Snowshoers and skiers must not damage trees or plants.
 - d. Snowmobiles are only allowed in Parks in winter at boat launch parking lots as a way to get slowly and safely from a trailer directly to the lake.
 - e. Other winter activities, such as skating, sledding, and fat tire biking, are allowed only in designated park areas.
16. Golf
- a. Golfing is allowed only on golf courses.
 - b. Only approved tournaments are allowed.
 - c. Entering or exiting a golf course is allowed only through a designated entrance or exit area.
17. Horseback Riding
- a. Horseback riding is not allowed in Parks.
18. Camping
- a. Setting up a tent or other temporary shelter or maintaining a campsite or temporary lodging or sleeping place is not allowed in any Park.
19. Geocaching
- a. Placement of geocaches is allowed only by permit.
 - b. Caches must be more than 1/10th of a mile apart.
 - c. Dangerous or illegal material may not be placed in a cache.
20. Aviation
- a. Aviation takeoffs or landings, including toy planes, drones, hot air balloons, and rockets are not allowed in any Park.
 - b. Drones may be operated only in designated areas.

Motorized Vehicles

21. Motorized Recreation Vehicles

- a. Motorized recreation vehicles, such as ATVs or UTVs are not allowed in any Park, except for snowmobiles, as stated in Section 15.d of this Ordinance. Power-driven mobility devices used by people with disabilities are allowed in Parks.

22. Vehicle Operation

- a. Vehicles must be operated only on roadways and in parking areas.
- b. Vehicles must be operated at less than 15 miles per hour, or at the posted speed limit.
- c. Drivers must follow all Minnesota State Statutes and operate vehicles in a safe manner.
- d. Vehicles must not be used to access private property through park property.
- e. Vehicles must not emit excessive noise, fumes, or other pollutants.
- f. Drivers must yield to pedestrians and bicycles.
- g. Except for emergencies: Washing, greasing, changing oil, servicing, or repairing any vehicle is not allowed in any Park.
- h. Drinking alcohol in a vehicle is not allowed in any Park.

23. Vehicle Parking

- a. Vehicles may be parked only in designated areas.
- b. Parking in any spot with yellow-painted curbs or no parking signs is not allowed.
- c. Handicapped-accessible parking is reserved only for persons with a handicapped vehicle license or permit.
- d. Boat trailers must be parked only in parking spots and lots designated for boat trailers.
- e. Equipment or materials cannot be parked or staged on park property.

Enforcement

Where appropriate, the preferred method of enforcement will be a request for voluntary compliance. Failure to comply may result in the issuance of an administrative citation according to the Ramsey County administrative ordinance section 6.02.B, and the schedule of civil penalties adopted by the Board, available at ramseycounty.us/parkrules. Failure to comply may also result in the loss of park or recreation facility use privileges and ejection from the park for at least 24 hours. Responding Park staff or law enforcement will exercise appropriate enforcement discretion as circumstances warrant, including enforcement pursuant to applicable state statutes.

For violations associated with a permit fee, such as picnic shelter use or cross-country ski passes, the fee may be added to the civil penalty.

Payment of administrative citations is due within 20 business days of the issuance of the citation, or within 20 business days following a finding of a violation by a Hearing Office as set forth in Ramsey County administrative ordinance, section 6.02.

Appeal process for administrative citations issued pursuant to this Ordinance is outlined in Ramsey County administrative ordinance, section 6.02.B.6.

Failure to respond to an administrative citation may result in the issuance of a misdemeanor citation.

Violations of Section 6, Firearms and Dangerous Weapons, will be enforced consistent with applicable State statutes.

Violations of Section 7, Fireworks, will be enforced consistent with applicable State statutes.

Repeat or ongoing offenses may result in a civil penalty per day, as well as trespass from park property.

Severability

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of the Ordinance. The Board hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

Conflict

The existing Ramsey County Parks and Recreation Ordinance, adopted on February 11, 1992, and amended on April 27, 2007, and any rules and regulations in conflict with this Ordinance, or any parts of this Ordinance, are repealed.

Enactment

This Ordinance shall be in full force and effect from and upon publication after it is approved by the Ramsey County Board of Commissioners.

Captions and Headings

The captions and headings used in this Ordinance are for convenience of reference only and do not define or limit the contents of each paragraph.

Amendments

This Ordinance may be amended from time to time by the Ramsey County Board of Commissioners according to the provisions of the Ramsey County Charter.

Park Ordinance Engagement Results Analysis

The Ramsey County park ordinance was adopted in 1992 and last amended in 2007. The purpose is to promote the safety, health, enjoyment and welfare of everyone in their use of parks, and to protect park property and resources. The Park Ordinance requires routine updating to stay current and align with community needs. The ordinance revision process aims to:

- Respond to long-standing community feedback about park access.
- View the ordinance through a racial equity lens.
- Modernize the ordinance and address contemporary park issues.
- Make changes that result in an ordinance that is equitable, consistent and streamlined; promotes greater enjoyment of the parks; ensures user safety; and protects park facilities, property and natural resources for everyone to enjoy.

Community engagement objectives:

- Use a phased approach with early review and guidance from regulatory and legal entities, as well as key municipal partners and county committees.
- Share information about the current ordinance, and discuss possible updates based on internal and racial equity reviews.
- Understand racial equity impacts of the current ordinance and ensure that final revisions reduce negative impacts.
- Gather community feedback on changes residents would like to see in the ordinance.

The goal of engagement was to consult with the public to obtain feedback on analysis, alternatives and/or decisions. Project organizers committed to keep the public informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.

The overall process of the ordinance revision was as follows:

- Phase 1: Internal Review, Racial Equity Review.
- Phase 2: Community engagement.

Process

Phase 1: Review and assessment

The purpose of Phase 1 was to evaluate the current ordinance to identify ways that the ordinance could advance equity, reduce recreational conflict, protect park property adequately, reflect modern advances and understanding, and promote positive park usage. The ordinance was also examined for potential negative racial equity impacts through an Internal Review and a Racial Equity Review. Results from this phase were then used to determine the topics for Phase 2 community engagement.

The following Ramsey County groups were included in the Internal Review process from winter 2020 through fall 2021:

- Parks & Recreation.
- Sheriff's Office.
- County Attorney's Office.
- Policy & Planning.

- Diversity, Inclusion & Organizational Development.
- Enterprise Risk Management.

The Racial Equity Review process began in April 2021. Parks & Recreation staff conducted virtual sessions with the following groups to examine the ordinance and uncover ways that the current ordinance could have a negative racial equity impact:

- Ramsey County Equity Action Circle.
- Public Health Law Center.
- Public Defenders working in Ramsey County.
- Ramsey County Parks Commission.
- Ramsey County Parks & Recreation Racial Equity Leadership Team.

Several key issues and priorities emerged from these Phase 1 engagements:

- The ordinance should be written in plain language to support accessibility, comprehension and compliance.
- Current park hours are too restrictive and should be expanded to provide greater access.
- Currently, every ordinance infraction can be cited as a misdemeanor, which is a criminal penalty carrying a maximum of a \$1,000 fine and 90 days in jail. This can disproportionately impact communities of color and people in poverty, and efforts should be made to decriminalize ordinance violations.
- Foraging for fruits, nuts and mushrooms is important to some communities and cultures and should be balanced with protecting natural resources.
- Smoking and tobacco use is detrimental to health and limiting its use in the parks should be considered, without restricting tobacco use for cultural and ceremonial purposes.
- The loitering section of the ordinance could be enforced in discriminatory ways and should be removed.
- Elements of the ordinance that are redundant with state statute could be removed.

Results from this phase of engagement were the foundation upon which the topics for Phase 2 were designed.

Phase 2: Community engagement

Phase 2 focused on feedback from residents on the entire ordinance, with special attention placed on three topics that needed detailed public input per guidance from Phase 1: Park access, smoking and tobacco use, and fines and penalties for violations.

Community engagement took place during the summer of 2021 and included the same content offered in two formats:

- Virtual community conversations:
 - August 11, noon, 40 participants.
 - August 17, 7 p.m., 5 participants.
- Online survey:
 - Open July 17-August 20.
 - 1,495 participants offered 8,673 comments.

More than 125 participants identified as Black, Indigenous and People of Color (BIPOC). As part of the racial equity review, project organizers compared these responses to those from people who identified as white or did not identify their race or ethnicity. Feedback from BIPOC participants aligned with the feedback received from participants who identified as white in the areas of fines and penalties, park access, and smoking and tobacco use.

Survey and community conversations were communicated through the county website, multiple newsletters, signage throughout park system, organic and paid social media ads to Ramsey County residents, partnership with cities, Spokesman Recorder, and outreach to stakeholder groups.

Results

Park Access

Information provided to participants

Background: Parks staff have heard concerns from the public about limited park hours.

Issues and information:

- Park hours are currently a half hour before sunrise and a half hour after sunset. However, due to the size and accessibility of park entrances, no park is physically closed to prevent entry.
- In contrast to Ramsey County parks, most local park agencies have hours from 5 or 6 a.m. until 10 or 11 p.m.
- Most city sidewalks and boulevards have no scheduled hours of use.
- With limited winter daylight hours, the current park hours restrict early morning and evening uses such jogging, ice fishing, cross country skiing or bike commuting on regional trails.
- Most Ramsey County parks do not currently have lighting.
- Regardless of current or future park hours:
 - Various city curfew ordinances for people under 18 remain in effect and apply to parks.
 - Ramsey County park noise ordinance and city noise ordinances remain in effect and apply to parks.
- No overnight camping is allowed.
- The Ramsey County Sheriff's Office currently patrol parks from noon to 10 p.m. The Sheriff's Office noted that crime can more easily occur in cover of darkness, but more people recreating in a park may deter some criminal activity.

Note: Facility hours, such as bathrooms, would likely remain unchanged due to operational considerations.

Options provided for community discussion based on guidance from Phase 1:

- Option A: Setting year-round park hours from 5 a.m.-11 p.m.
- Option B: Eliminating park hours, making them accessible 24/7.

Analysis

Option A to set park hours from 5 a.m.-11 p.m. appealed to participants of the community engagement process. Participants commented that this option was consistent and easy to understand, and more closely aligned with municipalities within the county. They also expressed appreciation for the

opportunities for more early morning activities such as running and fishing, as well as a wider variety of winter activity and better year-round access to parks.

Crime, safety and late-night noise were of greatest concern for this option, but did not overwhelm the positives. There were several concerns that posted park hours could be used unfairly by law enforcement to target people of color. Suggested solutions to reduce crime included better lighting and increased patrols.

Option B, to eliminate park hours and make them accessible 24/7, received passionate feedback. While there were some advocates for this option, the overwhelming number of responses were not in favor of this option. Crime and safety was the number one concern, along with late-night noise and partying, and concerns about increased homelessness activity. Disturbance to wildlife and increased law enforcement costs perceived as necessary to manage all-night access to parks also weighed as a concern.

Noted advantages for this option included increased access to public lands, flexibility for those with different work schedules or for different activities that can only happen at night, like stargazing. Climate change concerns also found appeal in this option to recreate during cool night hours.

Suggestions to offset potential negative consequences included lights, increased enforcement and cameras. Respondents also offered alternatives such as quiet hours, leaving only trails open for commuting, and permits for specific night use. There were also some proposals to select only one or two parks to keep open 24/7.

Smoking and tobacco use in parks

Information provided to participants

Background: Research has definitively shown that smoking and tobacco use and vaping tobacco are damaging to the smoker's or vaper's health and also to those nearby through secondhand smoke. The proposed alternatives to limit tobacco use in Ramsey County parks would not apply to ceremonial, cultural or spiritual practices. Smoking and tobacco use are currently allowed on park property.

Options provided for community discussion based on guidance from Phase 1:

- Option A: Prohibit smoking and tobacco use within 25 feet of any park building, outdoor event, playground, beach or nature center grounds.
- Option B: Prohibit smoking and tobacco use everywhere on park property, except parking lots.
- Option C: Prohibit smoking and tobacco use everywhere on park property.

Analysis

Some dominant themes emerged in responses to all the options. The primary appeal of prohibiting smoking and tobacco use was the health benefits, particularly for children and other vulnerable populations, supporting parks as places of healthy living.

Concerns about the options that allowed any smoking focused on cigarette litter and fire danger. Several respondents were concerned that smoking regulations in the parks could increase conflicts with law enforcement and result in biased or unfair treatment of park visitors. Others were concerned that enforcement would be difficult or inadequate regardless of which option was chosen.

Some responses were unique to an option:

- Option A, prohibiting smoking and tobacco use within 25 feet of buildings: Concerns included that it didn't limit smoking enough and that 25 feet was difficult to identify and enforce. This approach was appealing since it followed state guidelines or common practices.
- Option B, allowing smoking and tobacco only in parking lots: Benefits included keeping smoke away from recreational activities and that it was very clear where smoking and tobacco use was permitted and where it was not.
- Option C, overall ban on smoking and tobacco use: This appealed to a large portion of respondents, with others finding it unappealing because enforcement would be difficult or detrimental, or that smokers and tobacco users would choose to not use the park at all.

Additional ideas included creating an even smaller “designated smoking area,” using signage to encourage smokers to be thoughtful, and providing resources to quit smoking. Others brought up marijuana use and suggested this should be taken into consideration if use becomes legalized in Minnesota.

Fines and penalties

Information provided to participants

Background: Currently, every ordinance violation can be cited as a misdemeanor, which is a criminal penalty carrying a maximum of a \$1,000 fine and 90 days in jail. This applies to all violations, including damaging park property to walking on a ski trail during the winter. These penalties can have negative equity impacts, and go on a person's permanent record as a criminal offense that can affect job status, college or rent applications, or immigration status.

In practice, however, the Sheriff's Office typically uses education to change behavior that is unsafe or violates the ordinance, and issues citations as a last resort. The vast majority of citations given are for parking violations, with a few other citations being issued for people or vehicles being in parks after hours.

Note: Serious criminal behavior violates state law and is prosecuted accordingly.

Options provided for community discussion based on guidance from Phase 1:

- Option A: Violations are petty misdemeanors. This is a non-criminal offense with a maximum penalty of \$300. Appeals are through the court system. A petty misdemeanor may show up in an employment background check.
- Option B: Violations result in an administrative fine. This is a non-criminal offense with the fine set by the Ramsey County Board, likely at \$100 or less. Appeals are through a hearing panel. An option of substituting fines with volunteer work is also being examined. Failure to pay the fine or participate in volunteer work could result in it being converted to a misdemeanor with a maximum \$1,000 fine and up to 90 days in jail.

Analysis

While some feedback preferred keeping the current penalties out of concern that these options were too lenient and did not provide a strong enough deterrent to crime, an overwhelming number found options A & B appealing. They found the decriminalization and reduced penalties more equitable and fair, and the concept of substituting fines with volunteer work to be a positive approach, assuming that opportunities to volunteer would be easily accessible and not burdensome.

Administrative fines were appealing to many participants, along with constructive questions and concerns. Concerns included the cost of administration and the punishment for not responding to the fine being converted to a misdemeanor as too harsh; many respondents thought that a “one fine fits all” approach was problematic and recommended that the fine align with the severity of the violation.

Racial equity was central to many responses. Participants wanted assurances that education was the primary approach by law enforcement, enforcement was not racially biased, fines would be within reach to those living in poverty, and the appeals process or volunteer substitutions were accessible and fair.

All other ordinance sections

Information provided to participants

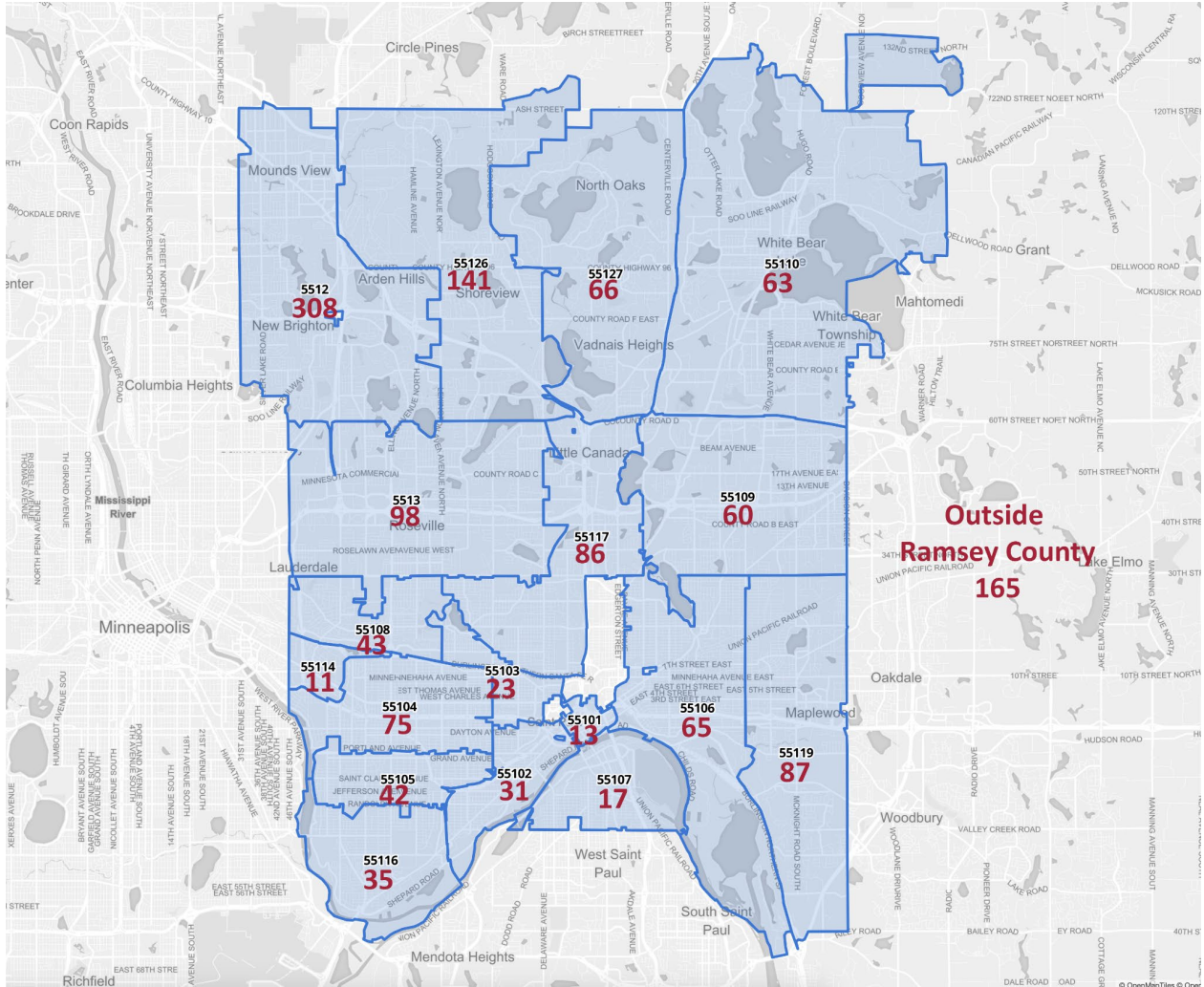
Background: Survey respondents and virtual community conversation participants were offered the opportunity to comment on any of the other sections of the ordinance, with a side-by-side comparison of the original ordinance text alongside draft changes derived from the Phase 1 Internal Review and Equity Review.

Below are highlights from responses about other sections of the ordinance:

- **Inclusion statement:** There was general support for adding an inclusion statement.
- **Permits:** A number of respondents thought the updated draft language, “Permits are required for organized events and activities, or large group gatherings,” was too vague. Recommendations included keeping the current language and identifying “exclusive use” of park land.
- **Disturbance of natural resources:** There was general support for allowing foraging of fruits, nuts and berries.
- **Littering:** There were numerous concerns about littering, and suggestions to add details about specific items to the list.
- **Amplified sound:** Concerns that the use of the word “should” in the draft language was not clear. The word “must” would be clearer and more enforceable.
- **Disturbing the peace:** Participants had concerns about removing this section and solely relying on state statute, preferring to retain this section in the park ordinance.
- **Loitering:** Participants expressed concerns about voyeurism and sexual assaults in restrooms. Note: This sort of activity, if left out of the park ordinance, would still be enforced through state statute.
- **Alcohol and controlled substances:** Some didn’t want alcohol allowed in parks at all, while others had concerns about the limited definitions included.
- **Aviation:** There was some interest in creating a designated area for drones.
- **Pets:** There were many concerns about enforcement. There were a number of requests to allow pets in picnic areas despite the known issues with dogs around food and other park users, as well as urine and feces in picnic areas.
- **Picnicking:** There is a desire to allow the public to use picnic shelters for free when not rented.
- **Swimming:** Concerns about requiring “appropriate swimwear,” and the vagueness of that phrase.
- **Bicycling:** Some felt the 20 mph limit is too low, and others thought it is too high.

Community engagement ZIP code distribution

There were 1,427 responses to the home ZIP code question in the online survey, out of the 1,495 total surveys collected.

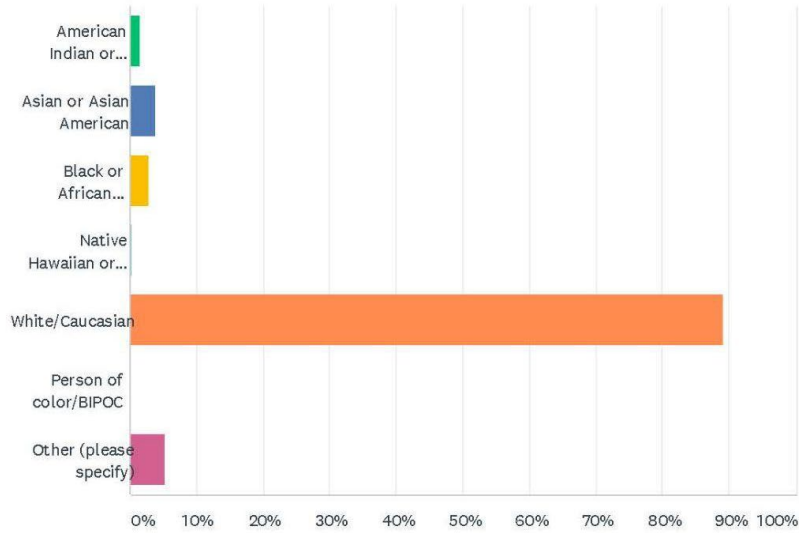


Community engagement race and ethnicity

There were 1,455 responses to this question in the online survey, out of the 1,495 collected.

Q2 How do you describe your race or ethnicity?

Answered: 1,455 Skipped: 40

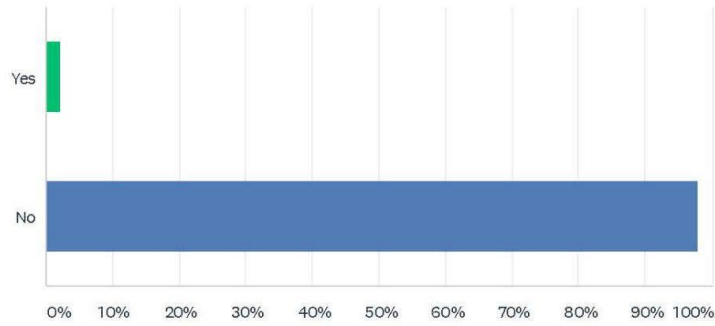


ANSWER CHOICES	RESPONSES	
American Indian or Alaska Native	1.51%	22
Asian or Asian American	3.78%	55
Black or African American	2.75%	40
Native Hawaiian or other Pacific Islander	0.14%	2
White/Caucasian	89.07%	1,296
Person of color/BIPOC	0.00%	0
Other (please specify)	5.29%	77
Total Respondents: 1,455		

There were 1,431 responses to this question in the online survey, of the 1,495 collected.

Q3 Are you Hispanic / Latino / Latinx?

Answered: 1,431 Skipped: 64



ANSWER CHOICES	RESPONSES	
Yes	2.17%	31
No	97.83%	1,400
TOTAL		1,431

PROPOSED SCHEDULE OF EVENTS
Parks and Recreation Ordinance Revision

January 18, 2022	First Reading of Ordinance Set Date for Public Hearing
January 26, 2022	Publication of Public Hearing Notice
February 8, 2022	Second Reading of Ordinance Hold Public Hearing
February 22, 2022	Action on Adoption of Ordinance
April 8, 2022	Effective date of Ordinance (45-day referendum periods ends)