



# Board of Commissioners

## Agenda

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

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January 13, 2026 - 9 a.m.

Council Chambers - Courthouse Room 300

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### ROLL CALL

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

1. **Agenda of January 13, 2026 is Presented for Approval** [2026-026](#)

Sponsors: County Manager's Office

Approve the agenda of January 13, 2026.

2. **Minutes from January 6, 2026 are Presented for Approval** [2026-027](#)

Sponsors: County Manager's Office

Approve the January 6, 2026 Minutes.

### PRESENTATION

3. **Presentation: Ramsey County Employee Achievement Award: Julie Erding, Library Assistant** [2025-543](#)

Sponsors: Human Resources

None. For information and discussion only.

### ADMINISTRATIVE ITEMS

4. **Appointment to the Ramsey County Library Advisory Board** [2025-555](#)

Sponsors: Library

Appoint the following individual to the Ramsey County Library Advisory Board for a three-year term beginning January 13, 2026 through December 31, 2028.

1. Megan Jacoby

5. **Agreement with Bituminous Roadways, Inc. for the Roseville and Maplewood Libraries Mill and Overlay Project** [2025-549](#)

Sponsors: Property Management

1. Approve the selection of and agreement with Bituminous Roadways, Inc., 1520

Commerce Drive, Mendota Heights, MN 55120, for the Roseville and Maplewood Libraries Mill and Overlay project, for the period of January 13, 2026 through December 31, 2026, in the not-to-exceed amount of \$268,275.

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. Allocation of State Affordable Housing Aid for Housing Development Projects by Emerging and Diverse Developers.** [2025-552](#)

Sponsors: Community & Economic Development

1. Approve the recommended projects and funding amounts for housing development projects selected in the 2025 Emerging and Diverse Developers Solicitation.
2. Authorize the County Manager to enter into the necessary loan or other agreements and execute amendments to loan or other agreements in a manner consistent with local regulations and requirements, in a form approved by the County Attorney's Office.

**7. Grant Awards from the Metropolitan Council for Legacy Amendment Parks and Trails Fund Projects** [2025-550](#)

Sponsors: Parks & Recreation

1. Ratify the submittal of the grant application to the Metropolitan Council for Parks and Trails Legacy Amendment funding for regional park projects for State Fiscal Year 2026.
2. Accept grant awards and approve grant agreements with the Metropolitan Council for Legacy Amendment Parks and Trails Fund projects for the periods of July 1, 2025, through June 30, 2029, in the total amounts of \$1,890,775 for State Fiscal Year 2026.
3. Authorize the Chair and Chief Clerk to execute the grant agreements.
4. Authorize the County Manager to enter into agreements for the use of grant funds and amendments to such agreements, provided the amounts are within the limits of the grant, in accordance with the county's procurement policies and procedures, and in a form approved by the County Attorney's Office.

**8. Lease Agreement with Tiger Investments, LLC for 546 Rice Street, Saint Paul, Minnesota 55103** [2025-538](#)

Sponsors: Sheriff's Office, Property Management

1. Approve the lease agreement with Tiger Investments, LLC for the use of the building located at 546 Rice Street, Saint Paul, Minnesota 55103, upon execution through December 31, 2028, with the option to renew for one additional 12-month term.
2. Authorize the Chair and Chief Clerk to execute the lease agreement.
3. Authorize the County Manager to execute amendments that do not have a financial impact.

**9. Single Source Agreement with Children's HealthCare Corporation** [2025-544](#)

Sponsors: County Attorney's Office

1. Approve the selection of and single source agreement with Children's Healthcare Corporation, 2525 Chicago Avenue South, Minneapolis, MN 55404-1844, to provide individualized supportive services through its Midwest Children's Resource Center for

the period of January 13, 2026, through March 31, 2030, in accordance with the rates established in the agreement.

2. Authorize the Chair and Chief Clerk to execute the agreement.

**COUNTY CONNECTIONS****OUTSIDE BOARD AND COMMITTEE REPORTS****BOARD CHAIR UPDATE****ADJOURNMENT**

Following County Board Meeting:

10:00 a.m (est.) Housing and Redevelopment Authority Meeting, Council Chambers – Courthouse Room 300

Advance Notice:

January 20, 2026 County board meeting – Council Chambers

January 27, 2026 County board meeting – Council Chambers

February 3, 2026 County board meeting – Council Chambers

February 10, 2026 County board meeting – Council Chambers



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2026-026

**Meeting Date:** 1/13/2026

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**Sponsor:** County Manager's Office

**Title**

Agenda of January 13, 2026 is Presented for Approval

**Recommendation**

Approve the agenda of January 13, 2026.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2026-027

**Meeting Date:** 1/13/2026

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**Sponsor:** County Manager's Office

**Title**

Minutes from January 6, 2026 are Presented for Approval

**Recommendation**

Approve the January 6, 2026 Minutes.

**Attachments**

1. January 6, 2026 Minutes



# Board of Commissioners

## Minutes

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

January 6, 2026 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:03 a.m. with the following members present: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Xiong and Chair Ortega. Also present were Ling Becker, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

### ROLL CALL

Present: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

Presented by Commissioner Moran.

1. Agenda of January 6, 2026 is Presented for Approval

[2026-001](#)

Sponsors: County Manager's Office

Approve the agenda of January 6, 2026.

Motion by Xiong, seconded by McGuire. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

2. Minutes from December 16, 2025 are Presented for Approval

[2026-002](#)

Sponsors: County Manager's Office

Approve the December 16, 2025 Minutes.

Motion by Miller, seconded by Moran. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

### POLICY ITEM

3. Election of the Chair for 2026

[2026-003](#)

Sponsors: Board of Commissioners

Elect the Chair for the year 2026.

Commissioner McMurtrey nominated Commissioner Ortega as Chair, seconded by Commissioner Xiong.

Motion by McMurtrey, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: [B2026-001](#)

4. Election of the Vice-Chair for 2026

[2026-004](#)

Sponsors: Board of Commissioners

Elect the vice-chair for the year 2026.

Commissioner McGuire nominated Commissioner Xiong as Vice-Chair, seconded by Commissioner Moran.

Motion by McGuire, seconded by Moran. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2026-002

5. Rules of Procedure for 2026

[2026-005](#)

Sponsors: Board of Commissioners

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

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

Motion by Miller, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2026-003

6. Appointments to Standing Committees for 2026

[2026-006](#)

Sponsors: Board of Commissioners

Approve appointments to the standing committees for the year 2026.

Motion by Jebens-Singh, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2026-004

7. Appointments to Outside Boards and Committees for 2026

[2026-007](#)

Sponsors: Board of Commissioners

Approve appointments of commissioners to various outside boards, committees and commissions for the year 2026.

Motion by McMurtrey, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2026-005

8. Appointment of Members to the Ramsey County Housing and Redevelopment Authority for 2026

[2026-008](#)

Sponsors: Board of Commissioners

Approve the appointment of members to the Ramsey County Housing and Redevelopment Authority for the year 2026.

Motion by McGuire, seconded by Jebens-Singh. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2026-006

9. Appointment of Members to the Ramsey County Regional Railroad Authority for 2026

[2026-009](#)

Sponsors: Board of Commissioners

Approve the appointment of members to the Ramsey County Regional Railroad Authority for the year 2026.

Motion by Miller, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong  
Resolution: B2026-007

## ADMINISTRATIVE ITEMS

10. Cancellation of Board Meetings in 2026 [2026-011](#)

Sponsors: Board of Commissioners

Approve the cancellation of the following Ramsey County board meetings in 2026:

1. February 24
2. March 3
3. March 24
4. March 31
5. June 30
6. July 21
7. September 15
8. September 29
9. December 8
10. December 29

Motion by Moran, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong  
Resolution: B2026-008

11. Contract with Press Publications, Inc for 2026 Newspaper Publications [2026-012](#)

Sponsors: County Manager's Office

1. Award a contract to Press Publications, Inc., 4779 Bloom Avenue, White Bear Lake, MN 55110, as the designated Official Newspaper for the following Ramsey County publications:
  - A. Official proceedings of the Board of Ramsey County Commissioners and all notices for the year 2026; the 2025 Financial Statement; and the Notice of Expiration of Redemption in the Vadnais Heights Press in the amount of \$7.05 per column inch for the first insertion, and \$7.05 for subsequent insertions.
  - B. 2025 Financial Statement in the White Bear Press as the other newspaper of general circulation located in a different municipality in the county than the Official Newspaper, in the amount of \$17.73 per column inch and \$17.73 per column inch for subsequent insertions.
  - C. Official Newspaper for publication of Ramsey County's List of Real Estate Taxes Remaining Delinquent on the first day of January 2026 in the Vadnais Heights Press in the amount of \$7.05 per column inch and \$7.05 per column inch for subsequent insertions.
2. Authorize the Chair and the Chief Clerk to execute the contract with Press Publications, Inc.

Discussion can be found on archived video.

Motion by Moran, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong  
Resolution: B2026-009

## COUNTY CONNECTIONS

Presented by County Manager, Ling Becker. Discussion can be found on archived video.

**OUTSIDE BOARD AND COMMITTEE REPORTS**

Discussion can be found on archived video.

**BOARD CHAIR UPDATE**

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

**ADJOURNMENT**

Chair Ortega declared the meeting adjourned at 9:46 a.m.

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**Item Number:** 2025-543

**Meeting Date:** 1/13/2026

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**Sponsor:** Human Resources

**Title**

Presentation: Ramsey County Employee Achievement Award: Julie Erding, Library Assistant

**Recommendation**

None. For information and discussion only.

**Background and Rationale**

Employee achievement awards are presented to Ramsey County employees whose job performance, productivity and contributions to the goals of the county are exemplary.

Nominations for an Achievement Award are submitted to the Human Resources Liaison to the Achievement Award Selection Committee for consideration. Nominations may be made in one or more of the following categories:

- Excellent job performance.
- Community contributions or heroic measures.
- Personal growth despite adversity.
- Demonstrated cost savings or resource enhancement.
- Environmental management, waste reduction or recycling.
- County work environment contributions.
- Contribution to diversity, equity, and inclusion.

The Achievement Award Selection Committee consists of county employees who volunteer from various departments, research, reviews and makes final recommendations on the nominations.

The Achievement Award Selection Committee has approved the nomination of employee Julie Erding, Library Assistant at Shoreview Library, to be recognized with an Employee Achievement Award in the category of Excellent Job Performance.

**Attachments**

1. Memorandum for Achievement Award Notice to Julie Erding, Ramsey County Libraries

Date January 13, 2026

**To:** Ramsey County Board of Commissioners  
**Cc:** Ling Becker, County Manager  
Patience Ferguson, Chief Human Resources Officer

**From:** Kenneth Cutler, Diversity, Inclusion & Organizational Development Specialist  
HR Liaison to RC Achievement Award Committee

**Subject:** Achievement Award for Julie Erding, Ramsey County Libraries

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The Ramsey County Employee Achievement Award Selection Committee has selected the following individual to receive an Achievement Award. This is to advise you that in accordance with County Board Resolutions, **Julie Erding, Ramsey County Libraries**, will receive an Employee Achievement Award. Presentation of the award will be made at the January 13<sup>th</sup>, 2026, meeting of the County Board.

#### **Nomination Summary**

Julie Erding, a library assistant at Ramsey County Library in Shoreview, has been approved by the Ramsey County Achievement Award Selection Committee for an Employee Achievement Award in the category of "Excellent Job Performance."

Erding is always busy with the many responsibilities of her role in Technical Services. Despite her full workload, she almost always manages to find time to help with circulation tasks, including shelving and cataloging.

This is especially helpful during the summertime when there are many activities planned for kids while they're out of school.

These tasks are not directly part of her role, but she frequently volunteers to do them anyway without being asked, which is a big help to other colleagues at the library.

Erding goes out of her way to mentor newer staff and share her vast institutional knowledge. Because she's so knowledgeable, she serves as the de facto liaison for all units within the library.

She is very kind and generous with her time. She's extremely efficient and does amazingly fast work.

She has worked in the library system since 1993 and has been with Technical Services for 15 years. This experience means she can pretty much do any task within the library system.

In Summary, the Achievement Award Selection Committee recommends that Julie Erding be awarded an Employee Achievement Award in the category of "Excellent Job Performance."

CC: Ling Becker; Patience Ferguson

**Item Number:** 2025-555

**Meeting Date:** 1/13/2026

**Sponsor:** Library

**Title**

Appointment to the Ramsey County Library Advisory Board

**Recommendation**

Appoint the following individual to the Ramsey County Library Advisory Board for a three-year term beginning January 13, 2026 through December 31, 2028.

1. Megan Jacoby

**Background and Rationale**

The Ramsey County Library Advisory Board provides advice and makes recommendations to the Library Department and Ramsey County Board of Commissioners on matters regarding integrated service delivery that impacts or is enhanced by library services. The Library Advisory Board consists of seven members who are residents of suburban Ramsey County.

Three Library Advisory Board Member terms ended on December 31, 2025.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

The county currently recruits for advisory committee vacancies through an open process, which is limited to presence on the county website, GovDelivery distribution lists, and word of mouth by advisory committee members, staff, and county commissioners. Changes to the recruitment strategies are being implemented to expand efforts to increase racial diversity and under-represented voices in the application process.

**Community Participation Level and Impact**

Participation by and input from community members appointed to advisory committees helps to shape and improve programs and services for the community, share information, and increase the level of understanding through discussion, dialogue and engagement.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Library Advisory Board members receive a per diem of \$50 per meeting, up to \$100 per month.

**Last Previous Action**

On December 2, 2025, the County Board appointed Marissa Kirby-Stofferahn, Kami Miller and Andrea West to the Ramsey County Library Advisory Board (Resolution B2025-223).

**Attachments**

1. Library Advisory Board Roster

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**Item Number:** 2025-555

**Meeting Date:** 1/13/2026

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Ramsey County

## **Ramsey County Library Advisory Board**

### **Board Roster**

- Molly Jansen**

**1st Term** Jan 01, 2024 - Dec 31, 2026

**Appointing Resolution** B2023-212

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- Alexandra Kovarik**

**1st Term** Jan 01, 2025 - Dec 31, 2027

**Appointing Resolution** B2024-215

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- Sandra Doubek**

**1st Term** Jan 01, 2025 - Dec 31, 2027

**Appointing Resolution** B2024-215

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- Marissa Michelle Kirby-stofferahn**

**2nd Term** Jan 01, 2026 - Dec 31, 2028

**Appointing Resolution** B2025-223

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- Kami Miller**

**2nd Term** Jan 01, 2026 - Dec 31, 2028

**Appointing Resolution** B2025-223

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- Andrea West**

**2nd Term** Jan 01, 2026 - Dec 31, 2028

**Appointing Resolution** B2025-223

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- Vacancy**



# Board of Commissioners

## Request for Board Action

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

**Item Number:** 2025-549

**Meeting Date:** 1/13/2026

**Sponsor:** Property Management

**Title**

Agreement with Bituminous Roadways, Inc. for the Roseville and Maplewood Libraries Mill and Overlay Project

**Recommendation**

1. Approve the selection of and agreement with Bituminous Roadways, Inc., 1520 Commerce Drive, Mendota Heights, MN 55120, for the Roseville and Maplewood Libraries Mill and Overlay project, for the period of January 13, 2026 through December 31, 2026, in the not-to-exceed amount of \$268,275.
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 2025, Property Management hired McMonigal Architects to assess the physical conditions of the parking lots at the Roseville and Maplewood libraries. The resulting reports indicated that both parking lots and selected concrete sidewalk sections needed repair and replacement. McMonigal Architects was tasked with developing the technical specifications and drawings for the construction project.

On October 15, 2025, in accordance with county procurement policies and procedures, a competitive solicitation for the project was issued. Below is the competitive solicitation summary:

- Request for Bids Title: Roseville and Maplewood Libraries Mill & Overlay
- Request for Bids Release Date: October 15, 2025
- Number of Contractors Notified: 982
- Number of Request for Bids Responses Received: 6
- Contractor Recommended: Bituminous Roadways, Inc.

Ramsey County Property Management recommends Bituminous Roadways, Inc. for the project award.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

The racial equity impact of this project is not fully known. The project will include good-faith workforce inclusion goals of 32% minority and 20% women, as well as a goal of utilizing 32% certified small businesses (SBEs) found in the Central Certification (CERT) Program directory recognized by the county as the acceptable source for SBE subcontractors and suppliers in conformance with the county's approved policy on workforce inclusion and contracting goals.

**Community Participation Level and Impact**

There is no community participation associated with this action.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Funding for the agreement with Bituminous Roadways, Inc., in an amount of \$268,275, is available from Property Management building improvement project funds allocated to Ramsey County Libraries.

**Last Previous Action**

None.

**Attachments**

1. Agreement with Bituminous Roadways, Inc.

# RAMSEY COUNTY PROCUREMENT CONTRACT

## Property Management

PROPERTY MANAGEMENT

SUITE 2200

121 SEVENTH PLACE EAST

ST. PAUL MN 55101

USA

**Supplier** 0000029651  
 BITUMINOUS ROADWAYS INC  
 1520 COMMERCE DR  
 MENDOTA HEIGHTS MN 55120-1023  
 USA

### Open

Contract ID  
 CC003298

### Dispatch via Print

Page  
 1 of 1

Contract Dates	Currency	Rate Type	Rate Date
01/FH/2026 Áo FG/H/20G	USD	CRRNT	PO Date
<b>Description:</b> MILL AND OVERLAY FOR LIBRARIES			<b>Contract Maximum</b> 268,275.00

Tax Exempt? N Tax Exempt ID:

### Contract Lines:

Line #	Supplier Item	Item Desc	UOM	Minimum Order Qty	Amount	Maximum / Open Qty	Amount
1		ROAD RESURFACING	EA	1.00	0.00	0.00	0.00

PROVIDE ALL SUPPLIES, EQUIPMENT, MATERIALS AND LABOR REQUIRED FOR THE MAPLEWOOD AND ROSEVILLE LIBRARIES, MILL AND OVERLAY PROJECT IN ACCORDANCE WITH THE SOLICITATION RFB-PRMG35624-0-2025/MM RELEASED 10/15/2025 (WHICH INCORPORATES THE SPECIFICATIONS AND LOCATION DRAWING) AND ALL ADDENDA, AND CONTRACTOR SOLICITATION RESPONSE DATED 11/13/2025.

Roseville Library Project: \$93,820.00

Unit Cost: Fill and seal cracks in Roseville Library South Parking lot: Price \$1.35/Linear Foot (LF)

Unit Cost: Preparation and painting of concrete curbs: Price \$0.60/Linear Foot (LF)

Maplewood Library Project: \$174,455.00

Unit Cost: If there is less than 6 inches of fill below new concrete walks, gutter, and apron, provide unit price to remove sufficient subsoils, and supply and install granular fill and compact: Price \$22.00/Cubic Foot (CF)

Unit Cost: Preparation and painting of concrete curbs: Price \$0.30/Linear Foot (LF)

### ATTACHMENTS:

ATTACHMENT 1 - ROSEVILLE & MAPLEWOOD PARKING DRAWINGS & SPECIFICATIONS

ATTACHMENT 2 - PREVAILING WAGES (EFFECTIVE 2025-11-03)

ATTACHMENT 3 - CONTRACTING INCLUSION FORM

CONTRACTOR CONTACT: PAM HAGUE

CONTRACTOR PHONE#: 651-686-7001

CONTRACTOR E-MAIL: INFO@BITROADS.COM

COUNTY CONTACT: NICK FAHEY

COUNTY PHONE#: 612-499-0385

COUNTY E-MAIL: NICK.FAHEY@CO.RAMSEY.MN.US

REQ# PRMG35624

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

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

**Unauthorized**



## 1. Contracting for Equity

### 1.1. Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

### 1.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

*"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:*

*(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;*

*(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;*

*(3) that a violation of this section is a misdemeanor; and*

*(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."*

### 1.3. Equal Employment Opportunity and Civil Rights

#### 1.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record

(subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

### **1.3.2.**

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

### **1.3.3.**

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

#### **1.3.3.1.**

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

#### **1.3.3.2.**

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

#### **1.3.3.3.**

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

### **1.4. Utilization of Certified Vendors**

The county has adopted the Principles for Inclusiveness in Contracting Program ("IICP") in order to increase the participation of small businesses ("SBEs") in the county's purchasing activities. The contracting inclusion goal for this Project is: 32%.

### **1.5. Diverse Workforce Initiative**

The county has a goal of continuing to increase participation of qualified minorities and women in each county construction project. The county has established a goal of 20% women and 32% minority goal for site workforce utilization for the project.

### **1.6. Workforce and Contracting Inclusion Reporting**

#### **1.6.1. Contracting Inclusion**

Contractors shall complete and submit Attachment C -- Contracting Inclusion Reporting Forms with monthly applications for payment or as otherwise directed by the county project manager.

The report shall specify the project and contract number and include:

Ownership: Including but not limited to CERT small business enterprises (SBEs), minority owned enterprises (SMBEs), women owned enterprises (SWBEs), minority women owned enterprises (SWMBEs) and veteran enterprises (SVBEs).

- a. All certifications of the prime contractor.
- b. Name of sub-contractor and all certifications of each sub-contractor along with amounts paid to each sub-contractor to date.

### **1.6.2. Workforce Inclusion**

Contractor (and all appropriate subcontractors) shall utilize County's LCP Tracker software system for submission of completed certified payroll reports and the LCP Tracker workforce inclusion 'Goal Report' with monthly applications for payment or as otherwise directed by the county project manager. County shall provide LCP Tracker training to Contractor if requested.

## **1.7. Diverse Workforce Inclusion Resources**

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

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect 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 Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through [askworkforcesolutions@ramseycounty.us](mailto:askworkforcesolutions@ramseycounty.us) or by calling 651-266-9890.

## **2. General Contract/Agreement Terms and Conditions**

### **2.1.**

The Contract resulting from this solicitation shall contain the following terms and conditions stated in this Section.

### **2.2. Definitions**

#### **AGREEMENT**

The entire and integrated written document between the Owner and the Contractor concerning the Work. The Agreement contains all Contract Documents, as defined below, and supersedes prior representations, and agreements, whether written or oral, and sets forth the parties

obligations, including but not limited to, the performance of the Work, the furnishing of labor and materials, and all other requirements in the Contract Documents.

**AGGREGATE**

Natural materials such as sand, gravel, crushed rock, or taconite tailings, and crushed concrete or salvaged bituminous mixtures, usually with a specified particle size, for use in base course construction, paving mixtures, and other specified applications.

**BID**

The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**BIDDER**

The individual or entity who submits a Bid to Owner.

**CALENDAR DAY**

Every day shown on the calendar, being 24 hours in length measured from midnight to the next midnight.

**CONTRACTOR**

The selected Bidder, an individual, firm, or corporation, contracting for and undertaking the completion of the prescribed Work; acting directly or through a duly authorized representative.

**CONTRACT DOCUMENTS**

Includes the Request for Bids (RFB), addenda, contractor bid, response forms, bonds, general terms and conditions, specifications, supplemental specifications, special provisions, plans, detail plans, Notice to Proceed, supplemental plans, change orders, supplemental agreements, field orders and shop plans.

**CONTRACT PRICE**

The total monetary amount to be paid to the Contractor for completion of the work in accordance with the Contract Documents as stated in the Agreement, including any approved Change Orders that have increased or decreased the original total monetary amount to be paid the Contractor.

**CONTRACT TIME**

The Substantial Completion date or number of calendar days allowed for substantial completion of the Work, including approved time extensions.

**DETOUR**

A road or system of roads, usually existing, designated as a temporary route by the Owner's Representative or Contractor to divert through traffic from a section of roadway being improved.

**EASEMENT**

A right acquired to use or control property for a designated purpose.

**FIELD ORDER**

A written order effecting change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Owner's Representative to the Contractor during construction.

**GUARANTEED ANALYSIS**

A guarantee from a manufacturer, producer or supplier of a product that the product complies with the ingredients or specifications as indicated on the product label.

**HOLIDAYS**

The days of each year set aside by legal authority for public commemoration of special events, and on which no public business shall be transacted except as specifically provided in cases of necessity. Unless otherwise noted, holidays shall be as established in Min. Stat. Section 645.44.

**INDUSTRY STANDARD**

An acknowledged and acceptable measure of quantitative or qualitative value or an established procedure to be followed for a given operation within the given industry. This will generally be in the form of a written code, standard or specification by a creditable association.

**MATERIALS**

Any substances specified for use in the construction of the Project and its appurtenances.

**PAY, BID OR CONTRACT ITEM**

A specifically described unit of work for which a price is provided for in the Agreement.

**NOTICE TO PROCEED**

A written notice given to the Contractor by the Owner or Owner's Representative to proceed with the Work including, stating when applicable the date of the beginning of the Contract Time and the days until Substantial Completion is required or stating the date upon which Substantial Completion is to be achieved.

**OWNER**

The Owner of the Project is Ramsey County, and the term "Owner" shall mean the County.

**OWNERS REPRESENTATIVE**

An architect, designer, engineer, construction manager, or other person designated by the Owner to act on the Owner's behalf.

**PLAN(S)**

The plans, profiles, typical cross sections, and supplemental plans that show the locations, character, dimensions, and details of the work to be completed.

**PROJECT**

The Work to be performed under the Contract Documents.

**PUNCH LIST**

A notification to the contractor, in writing, of any particulars in which an inspection revealed that the Work is defective or incomplete.

**SHOP DRAWINGS**

All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

**SPECIFICATIONS**

All directions, provisions, and requirements defining the materials and performance of the Work.

**SUBCONTRACTOR**

The subcontractor is an individual, firm or corporation acting for or on behalf of the Contractor in performing any part of the Work. The subcontractor has a direct contract with the Contractor or another subcontractor and not the Owner.

**SUBSTANTIAL COMPLETION**

That date as certified by the Owner's Representative when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Agreement, so that the Project or specified part can be utilized for the purposes for which it is intended.

#### **SUPPLEMENTAL AGREEMENT**

A written agreement between the Owner and the Contractor, covering the performance of extra work or other alterations or adjustments to the Work or any of the Contract Documents as provided for within the general scope of the Agreement, but which extra work or Change Order constitutes a modification of the Agreement as originally executed and approved.

#### **SUPPLIERS**

Any person, supplier or organization who supplies materials or equipment for the Work, including those fabricated to a special design, but who does not perform labor at the Project site.

#### **WORK**

The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Project and the carrying out of the duties and obligations of the Contractor under the Contract Documents.

### **2.3. Order of Governance**

#### **2.3.1.**

The Contract Documents comprise the entire agreement between the County and the Contractor and supersede prior representations, understandings or agreements, whether written or oral. The Contract Documents shall be construed in accordance with Minnesota law and shall be deemed to incorporate Laws and Regulations whether in force before or after submission of Bids, with which the Contractor is required to comply. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment, whether or not specifically called for, that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be furnished and performed by the Contractor without change in the Contract Price or Contract Time.

#### **2.3.2.**

To resolve conflicts between various portions of the Contract Documents that may arise, priority and order of precedence shall be given to the Contract Documents as follows:

1. Change Order,
2. Field Order,
3. Other Supplemental Agreement,
4. Supplemental Specification,
5. Supplemental Plan,
6. Project Manual,
7. Specifications,
8. Plans,
9. General Contract/Agreement Terms and Conditions,
10. Ramsey County Procurement Contract
11. Addenda to the RFB,
12. Request for Bids (RFB)

#### **2.3.3.**

If discrepancies exist between dimensions in the Contract documents, the following order of precedence applies:

1. Plan dimensions,
2. Calculated dimensions,
3. Scaled dimensions.

The Owner and the Contractor shall inform each other as to any discrepancy or defect they discover in the Contract Documents. Neither the Contractor nor the Owner shall take advantage of any discrepancy or defect in the Contract Documents. The Owner will review the identified discrepancy or defect to determine if a revision to the Contract Documents is necessary. The Owner will decide all issues concerning a discrepancy or defect.

## **2.4. Payment**

### **2.4.1.**

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

### **2.4.2.**

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

### **2.4.3.**

Each invoice must include a progress report on achievement of project SBE and Workforce goals. No payment will be made until the invoice and progress report have been approved by the County.

### **2.4.4.**

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

## **2.5. Application for Payments**

### **2.5.1.**

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

### **2.5.2.**

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

### **2.5.3. Surety Deposit Requirement for Non-Minnesota Construction Contractors**

For **any one contract** where the anticipated contract value of the construction portion of the contract exceeds \$50,000, the department must withhold 8 percent from payments and send the money to the Minnesota Department of Revenue. The department will hold the funds as surety for the payment of state taxes owed as a result of the contract. For more information about this law, including exceptions to the withholding requirement, visit the [MN Department of Revenue](#) or [Withholding Tax Fact Sheet 12 -- Surety Deposits for Non-Minnesota Construction Contractors](#).

**2.5.4.**

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. Payment for Materials stored will be conditioned on the following: The Contractor shall submit evidence to establish the Owner's title to such materials; acceptable provisions have been made for storage; the Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored Material.

**2.5.5.**

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.

**2.5.6.**

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

**2.5.7.**

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.

**2.5.8.**

The Contractor shall pay the applicable prevailing wage rates at the time, during which, the work is being performed. Statement of Compliance for Ramsey County Contractors and Ramsey County Prevailing Wage Biweekly Payroll Report shall be completed and submitted per Ramsey County Prevailing Wage Ordinance No. 2013-329. See also Section 3.42.

**2.5.9.**

Payment for Materials stored will be conditioned on the following: The Contractor shall submit evidence to establish the Owner's title to such materials; acceptable provisions have been made for storage; the Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored Material.

**2.5.10.**

The County and the Contractor must comply with Minn. Stat. § 15.72, Progress Payments on Public Contracts; Retainage. The County will reserve and release retainage in accordance with Minn. Stat. § 15.72, subd. 2. The County will reserve retainage of five percent from each progress payment on a public improvement contract. Consistent with Minn. Stat. §15.72, the Contractor shall pay all remaining retainage to its subcontractors no later than ten days after receiving payment of retainage from the County, unless there is a dispute about the work under a subcontract. If there is a dispute about the work under a subcontract, the Contractor must pay out retainage to any subcontractor whose work is not involved in the dispute, and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.

**2.5.11.**

When any of the above grounds for which payment is being withheld is removed, payment shall be made for the amount withheld.

**2.5.12.**

At the time of Project close out, the Contractor shall submit the following listed items and the final payment and the remaining retained percentage shall become due until the Contractor submits to the Owner each of the following:

1. Contractor IC-134;
2. Subcontractor(s) IC-134;
3. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied (the form of affidavit for use by the Contractor and all Subcontractors will be provided by the Owner to the Contractor prior to Project close-out);
4. Consent of surety, if any, to final payment;
5. Submission of two copies of operation and maintenance manuals with provided warranty documentation for products;
6. Two copies of as-built plans identifying modifications to original plans;
7. If required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising from the Agreement, to the extent and in such form as may be designated by the Owner;
8. Temporary Certificate of Occupancy, if applicable;
9. Final Certificate of Occupancy;
10. Substantial completion on Certificate (signed by the Architect/Engineer and the Contractor);
11. Completed punch list signed by the Contractor;
12. Storm water NPDES Notice of Termination (if applicable);
13. All Prevailing Wage Reports through the completion of the Work;
14. Final SBE report;
15. Final Diverse workforce report;
16. Copies of Project records and evidence that all required operation and maintenance training has been completed and all required training manuals, videos and similar or related documents. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Before final payment is made, the Contractor shall also make a satisfactory showing that it has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of state income tax from wages paid to the Contractor's employees for Work performed under the Agreement. Receipt by the Owner of a certificate of compliance from the Commissioner of Revenue will satisfy this requirement.

The Contractor has been advised that before the certificate can be issued Contractor must first place on file with the Commissioner of Revenue, an affidavit stating that Contractor has complied with the provisions of Minn. Stat. § 290.92. Unless the Contractor has presented an affidavit to the Owner's Representative showing that all claims against Contractor by reason of the Agreement have either been paid or satisfactorily secured, final payment may be withheld or a sufficient amount may be retained there from to cover the unpaid and potential claims.

## 2.6. Payment for Uncorrected Work

If the Owner directs the Contractor not to correct Work that has been damaged or that has not been performed in accordance with the Contract Documents, an equitable deduction from the Contract Price shall be made by means of a change order to compensate the Owner for the uncorrected Work.

## 2.7. Payment for Rejected Work and Materials

The removal of Work and Materials rejected and the re-execution of acceptable Work by the Contractor shall be at the expense of the Contractor, and they shall pay the cost of replacing the Work of other contractors destroyed or damaged by the removal of the rejected Work or Materials and the subsequent replacement of acceptable Work.

## 2.8. Payment for Extra Work

Written notice of claims for payments for extra Work ("Extra Work") shall be given by the Contractor within three (3) days after receipt of a Field Order from the Owner's Representative to proceed with the Extra Work and the written notice shall be made before any Extra Work is commenced by the Contractor, except in emergency situations endangering life or property. No claim for payment for the Extra Work shall be valid unless the written claim is made in the manner required by this Section. The Contractor shall submit to the Owner itemized estimate sheets showing all labor and material and items of cost of the Extra Work. If the Owner approves proceeding, a Change Order for the Extra Work shall be issued specifying an extension of the Contract Time, if any, and one of the following methods of payments: unit prices or combinations of unit prices which formed the basis of the original Contract; a lump sum based on the Contractor's estimate, approved by the Owner's Representative and accepted by the Owner; or actual cost plus overhead and profit for force account work.

## 2.9. Payment for Samples, Testing of Materials, and Compaction Testing

### 2.9.1.

Unless stated otherwise in the Contract Documents, testing of samples and Materials furnished shall be arranged and paid for by the Owner, unless the tests fail, in which case they shall be paid for by the Contractor. Compaction testing will be conducted and paid for by the Owner, unless the tests fail, in which case the Contractor shall pay for them.

### 2.9.2.

The Contractor shall submit samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and the actual component as delivered and installed. The Contractor shall transmit samples that contain multiple, related components such as accessories together in one submittal package. The Contractor shall maintain sets of approved samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set. The Contractor shall submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available. The Contractor shall submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. The Owner's Representative shall return the submittal with options selected.

## 2.10. Release of Liens

If required by the Owner, the Contractor shall submit other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens arising from the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may

furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

## **2.11. Materials Furnished by the Contractor**

### **2.11.1.**

All Materials used in the Work shall be new unless otherwise provided for in the Contract Documents, shall meet the requirements of the specification be in conformance with samples provided, and shall not be incorporated into the Work until reviewed by the Owner's Representative.

### **2.11.2.**

Unless otherwise specifically indicated in the Contract Documents, all Materials necessary for the proper execution of the work shall be furnished and paid for by the Contractor, whether temporary or not and whether incorporated into the Work or not.

### **2.11.3.**

Manufactured articles, Materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditions as specified by the manufacturer.

### **2.11.4.**

Materials, supplied or equipment to be incorporated into the Work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

### **2.11.5.**

The Owner may at its option pay for Materials that are purchased and stored offsite by the Contractor prior to their incorporation into the work.

## **2.12. Materials Furnished by Owner**

Materials specifically indicated shall be furnished by the Owner. Before incorporating any of the Materials into the Work, the Contractor shall inspect the Materials so furnished by the Owner. If the Contractor discovers any latent defects in Material furnished by the Owner, they shall notify the Owner's Representative.

## **2.13. Storage of Materials**

Materials shall be so stored by the Contractor as to insure the preservation of their quality and fitness for the Work. Stored Materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee thereof.

## **2.14. 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.

## **2.15. Successors, Subcontracting and Assignment**

### **2.15.1.**

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.

### **2.15.2.**

After award, the Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the Owner and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all Subcontractors.

### **2.15.3.**

The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.

### **2.15.4.**

If while completing the Project, additional Subcontractors are required, the Contractor shall notify the Owner in writing of the Subcontractor's name, contact information and the specific Work to be performed prior to the start of the work to be completed by the Subcontractor.

### **2.15.5.**

The Contractor is responsible to the Owner for the acts and omissions of Contractor's Subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of Contractor's employees.

### **2.15.6.**

The Contract Documents shall not be construed as creating any contractual relations between the Owner or the Owner's Representative and any Subcontractor.

### **2.15.7.**

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to the Subcontractor's Work.

### **2.15.8.**

For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into titled sections. Such separations shall not, however, operate to make the Owner or Owner's Representative an arbitrator to establish limits to the contracts between the Contractor and Subcontractors.

### **2.15.9.**

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

## **2.16. Compliance With Legal Requirements**

### **2.16.1.**

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

### **2.16.2.**

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 Work.

### **2.16.3.**

If the Contractor observes that the specifications or drawings are at variance with any laws, ordinances, rules and regulations applicable to the Work, the Contractor shall give the Owner's Representative prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without prior written notice to Owner's Representative and the Owner's Representatives approval to proceed, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the Specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

### **2.16.4.**

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and Materials or equipment to be incorporated therein, whether in storage on or off the site and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

### **2.16.5.**

The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify the Owner of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts either of them may liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

### **2.16.6.**

The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to Owner and Contractor that the Work is acceptable.

### **2.16.7.**

The Contractor shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

The Contractor shall at all times keep the chief of police, the fire chief, the city, county, state, and the Owner's Representative, informed of current traffic detours and patterns. If, at any time, the Contractor fails to adequately maintain any of the traffic control devices, the Owner's Representative may order the Contractor to install the devices, or have the County install, replace or maintain the devices and deduct the costs thereof from any monies due the Contractor. No direct compensation will be made for any flagmen required on the project under this Agreement. All necessary signing and barricading for lane closures and street closing shall be done in conformance with the "Minnesota Manual on Uniform Traffic Control Devices" and shall be the responsibility of the Contractor.

## **2.16.8.**

In emergencies affecting the safety of persons or the Work or property at the site of the project or adjacent thereto, the Contractor, without special instruction or authorizations from the Owner's Representative or the Owner, shall act to prevent threatened damage, injury or loss. The Contractor shall give the Owner's Representative prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall there upon be issued covering the changes and deviations involved.

## **2.17. Permitting**

Except for permits or fees specifically identified in the Contract Documents as responsibility of the Owner to pay, the Contractor shall secure and pay for necessary permits, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures and for permanent changes in existing facilities. The Owner does not have information about nor is it in control of possible requirements which may be deemed necessary by permitting authorities in order for the Contractor to perform the Work. The Contractor shall plan and coordinate Work approach details with permitting officials to achieve any condition deemed necessary by the permitting authority. Additions to or changes in the Contractor's anticipated approach to the Work as the result of requirements specified by the permit authority are incidental and will not result in added cost to the Owner.

## **2.18. Data Practices**

### **2.18.1.**

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.

### **2.18.2.**

The Contractor designates Pam Hague 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.

### **2.18.3.**

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.

## **2.19. Security**

### **2.19.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

### **2.19.2.**

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.

### **2.19.3.**

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.

### **2.19.4.**

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.

### **2.19.5.**

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

## **2.20. 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.

## **2.21. Contractor's Insurance**

### **2.21.1.**

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.

### **2.21.2.**

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.

### **2.21.3.**

Commercial general liability of no less than \$1,000,000 per claim, \$5,000,000 per occurrence, \$5,000,000 general aggregate, \$5,000,000 products/completed operations total limit, \$5,000,000 personal injury and advertising liability.

#### **2.21.3.1.**

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.

### **2.21.4. Workers' Compensation**

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

### **2.21.5.**

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.

**2.21.6.**

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.

**2.21.7.**

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

**2.21.8.**

Whenever work at issue under Contract involve potential pollution risk to the environment or losses caused by pollution conditions, including asbestos, that may arise from the operations of the Contractor or Contractor's subcontractors, Contractor shall include completed operations coverage for 3 years after substantial completion. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemical, liquids, or gases, natural gas, waste materials, or other irritants, contaminants or pollutants, including asbestos.

**2.21.9.**

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, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

**2.21.10. Railroad Protective**

Where the contract requires work to be performed within 50 feet of the right-of-way of a railroad, the Contractor shall provide such insurance as the railroad company may require. The cost for such insurance shall be included in the construction budget as an allowance and itemized separately without any mark up.

**2.21.11.**

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 and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

**2.21.12.**

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-.

**2.21.13.**

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.

**2.21.14.**

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.

**2.21.15.**

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

**2.22. Omission of Express Reference**

Any Work that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, Materials, or equipment described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

**2.23. Notice to Proceed**

The date of commencement of the Work is the date set forth in the Notice to Proceed. If there is no Notice to Proceed, commencement shall be the effective date of the Agreement or such other date as may be established in the Agreement as the date the Work shall commence. Thereupon, the Contractor shall begin and shall prosecute the Work regularly and without interruption, unless otherwise directed in writing by the Owner, with such manpower and equipment as is necessary to complete the Work within the time stated in the Contract Documents.

**2.24. Pre-Construction Conference**

**2.24.1.**

Prior to the start of the Work, there will be a pre-construction conference arranged by the Owner's Representative. Representatives of effected government agencies, the Owner, the Contractor (including the project superintendent), the Contractor's Subcontractors, and utility companies shall be present at this meeting.

**2.24.2.**

At this meeting, the Contractor shall designate a competent Project superintendent. The Contractor shall also submit a list of phone numbers for the various Subcontractors, foremen and superintendents, including numbers to use in case of emergency.

**2.24.3.**

Also at this meeting, the Contractor shall submit in writing to the Owner's Representative for approval, a schedule of procedure indicating the order in which the Contractor proposes to perform the various stages of the Work, the dates on which the Contractor will start the several salient features thereof (including procurement of Materials and equipment), and the contemplated dates for completing the same. This schedule shall be in the form of a bar chart of a suitable scale to indicate appropriately the percentage of Work scheduled and completed at weekly intervals. The Contractor shall not deviate from the schedule after once approved without the written permission of the Owner's

Representative. The Contractor shall also submit a schedule of payments that the Contractor anticipates it will earn during the course of the Work, based on the schedule.

## **2.25. 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.

## **2.26. 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:**

Nick Fahey, Property Management, 121 7th Place East, Suite 2200, Saint Paul, MN 55101

### **Contractor:**

Pam Hague, Bituminous Roadways Inc., 1520 Commerce Drive, Mendota Heights, MN 55120

## **2.27. 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.

## **2.28. 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.

## **2.29. 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.

## **2.30. 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.

### **2.31. 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.

### **2.32. 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.

### **2.33. Termination by the County**

#### **2.33.1.**

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.

#### **2.33.2.**

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

#### **2.33.3.**

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 accordance with this Agreement up to and including the effective date of termination.

#### **2.33.4.**

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

### **2.33.5.**

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

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

### **2.34.1.**

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.

### **2.34.2.**

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.

## **2.35. Protection of Persons and Property**

### **2.35.1.**

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

### **2.35.2.**

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

## **2.36. Warranty**

### **2.36.1.**

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.

### **2.36.2.**

The Contractor shall expressly warrant and guarantee the workmanship, equipment and materials furnished to be in compliance with the terms of the Contract Documents. The warranty shall extend for a one (1) year period from and after the date of Substantial Completion. If any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor shall correct the said condition promptly after receipt of written notice from the Owner. This includes the repairs of any damage to other parts of the property or Project resulting from such defects. Prior to commencement of the corrective Work, the Contractor shall provide insurance certificate policies, so as to protect the Owner, its Owner's Representative and their agents during the performance of the warranty Work. Acceptance by the Owner for the purpose of beginning the warranty period will be deemed to be when the Work is finally accepted by the Owner.

### **2.36.3.**

The acceptance of any of the Work, or any part of it, shall not act to waive the liability on the part of the Contractor and the Contractor's surety.

### **2.36.4.**

In the event that the Contractor should fail to make the repairs, adjustments or other Work that may be made necessary by defects in any of the Work, the Owner may do so and charge the Contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the warranty/guaranty period. The Contractor's performance and payment bond delivered to the Owner pursuant to the Contract shall cover the Contractor's obligations provided for herein.

### **2.36.5.**

Specific products used in the construction of the Work may include warranties specific to them and of a longer term than one (1) year. The Contractor shall provide written verification from the manufacturer of the product stating what the warranty covers and the time frame in which the warranty expires.

## **2.37. Infringement**

### **2.37.1.**

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.

### **2.37.2.**

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.

## **2.38. Title - Risk of Loss**

### **2.38.1.**

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

## **2.38.2.**

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

## **2.39. Submittals**

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

## **2.40. Clean Up**

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

## **2.41. Prevailing Wage (Construction and Labor)**

### **2.41.1.**

Contractors and all subcontractors of the Contractor shall conform to the labor laws of the State of Minnesota, [Ramsey County Prevailing Wage Ordinance No. 2013-329](#), and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which unions do not have jurisdiction.

The terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" as used in the contract, shall mean "prevailing wage rate" as defined in Minnesota Statutes § 177.42.

Pursuant to Minnesota Statutes §§177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

### **2.41.2.**

Pursuant to the Ramsey County Prevailing Wage Ordinance No. 2013-329, the Prevailing Wage Rate must be paid under any contract with Ramsey County or under a subcontract to that contract with Ramsey County with an anticipated Project completion cost or anticipated Services contract value of over \$25,000.

### **2.41.3.**

Throughout the term of this Agreement, the Contractor shall submit Certified Payroll Records within 14 days of the end of a pay period and in accordance with the requirements of Ramsey County Prevailing Wage Ordinance No. 2013-329. Failure of the Contractor to submit the Certified Payroll Records in accordance with the Ordinance may result in criminal or civil enforcement by the County, including, but not limited to termination of the agreement for cause, withholding of payments, and assessment of liquidated damages.

#### **2.41.4.**

For the purposes of this section, prevailing wage rates and basic hourly rates in the same or more similar trade or occupation in the area, and prevailing hours of labor, shall be as contained in the Certified Prevailing Wages for *Commercial Construction* or the Certified Prevailing Wages for *Highway and Heavy* Construction established by the State of Minnesota, Department of Labor and Industry, as set forth in Attachment A. Prevailing wage rates shall mean the Total Rate, consisting of Basic Hourly Rates plus Fringe Benefits. State of Minnesota Prevailing Wage Rates, current as of the date of the project's bid release, shall apply for the entire term of the Agreement.

#### **2.41.5.**

The Contractor shall post the applicable prevailing wage rates, hourly basic rates, and prevailing hours of labor, at a conspicuous location accessible by workers at the location of the Work. The Contractor shall physically include the requirements of the article and the schedules set forth in Attachment A in applicable agreements and contracts with Subcontractors, agents, or other persons doing or contracting to do all or any part of the Work under the Agreement. Incorporation of prevailing wage rates by reference in such agreements and contracts is not acceptable.

#### **2.41.6.**

In the event of any violation of the requirement that the Contractor or Subcontractor pay not less than 1-1/2 times the basic hourly rate to each laborer or mechanic employed directly on the job site when such employee is permitted or required to work in excess of the prevailing hours of labor, the Contractor or Subcontractor shall be liable for the unpaid wages.

### **2.42. 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.

### **2.43. Project Labor Agreement**

The County has determined that a Project Labor Agreement will not be required for this project.

### **2.44. 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.

### **2.45. Performance and Payment Bonds**

#### **2.45.1.**

The Contractor shall furnish a Performance and Payment bond, both meeting the following conditions:

##### **2.45.1.1.**

Issued by a bonding company licensed to do business in Minnesota.

##### **2.45.1.2.**

On the current list of Companies Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

**2.45.1.3.**

All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

**2.45.1.4.**

Duly executed, notarized and updated Acknowledgment of both the Principal and Surety and the Surety's Power of Attorney must be attached to each of the two required bonds.

**2.45.1.5.**

Bond amounts shall not exceed the single bond limit for the Contractor's bonding company as set forth in the Federal Register current as of the bid date.

**2.45.1.6.**

Checks are not accepted in lieu of a Bond.

**2.45.2.**

The bonds shall each be in the amount of 100% of the Contract Price. The term "contract", as used herein, shall include the original agreement plus all subsequent change orders and/or amendments. The Contract Price to which the principal is bound shall be the amount as reflected by the terms of the contract.

**2.45.3.**

The bonds shall cover the faithful performance of the Contract and the payments of all obligations arising thereunder. No work shall begin until the County has received the proper bonds specified under this clause.

**2.45.4.**

Bonds shall indemnify the County for any loss sustained by the County on account of or by reason of the acts of the Contractor or the acts of anyone else directly or indirectly employed by the Contractor in the performance of the Work for the Project.

**2.46. Schedule Progress**

The Owner shall, at its discretion, hold bi-weekly meetings to monitor progress and coordinate activities at the location of the Work. The Contractor and its Subcontractors shall attend these meetings, provide any required documentation of progress and anticipated construction scheduling as required by the Owner. These meetings will be held at a time and location determined by the Owner.

If, in the opinion of the County, the Contractor falls behind the progress schedule, or if it appears that the Contractor will not achieve Substantial Completion in accordance with the agreed upon schedule, the Contractor shall take any and all steps necessary to improve the progress to assure Substantial Completion in accordance with the schedule, at no additional cost to the County.

The County may require the Contractor to submit for approval and at no additional cost to the County, such supplementary progress schedules as may be deemed necessary to demonstrate the manner in which the approved progress schedule or date of Substantial Completion will be regained.

Failure of the Contractor to comply with the requirements of this subparagraph shall be grounds for determination that the Contractor is not performing the Work with such diligence as will ensure completion within the time specified in the Agreement between the County and the Contractor. Upon such determination, the County may terminate the Contractor's right to

proceed with the Work, or any separable part thereof, in accordance with other applicable provisions of the Contract or may obtain the services required to bring the Work into compliance with the schedule at the Contractor's cost.

#### **2.47. Changes in Work**

Changes in the Work may be accomplished after execution of the contract by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in the Contract Documents. A change in the Work that affects the Contract Price or schedule may be made only by Change Order.

A Change Order shall be based upon agreement between the County and the Contractor; a Construction Change Directive may be issued by the County without the agreement of the Contractor; an order for a minor change in the Work may be issued by the Contractor.

Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

##### **Change Orders**

A Change Order is a written instrument prepared by the Contractor and signed by the County and the Contractor stating their agreement upon all of the following:

- a change in the Work;
- the amount of the adjustment, if any, in the Contract Price; and
- the extent of the adjustment, if any, in the Project Schedule.

No work consistent with the changes in the Change Order shall commence until the Change Order has been reduced to writing and signed by both parties.

##### **Construction Change Directives**

A Construction Change Directive is a written order prepared and signed by the County, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price, schedule, or both.

#### **2.48. Minor Changes in the Work**

The Contractor shall have authority to make minor changes in the Construction Documents and construction consistent with the intent of the Contract Documents when such minor changes do not involve adjustment in the Contract Price or extension of the Project schedule. The Contractor shall promptly inform the County, in writing, of minor changes in the Construction Documents and construction.

#### **2.49. Oral Agreements**

Verbal orders and suggestions as to the performance of the work may be given from time to time by the Owner's Representative, or by other representatives of the municipality, county, state or other government or regulatory agency through the Owner's Representative. When in the opinion of the Contractor, such verbal orders or suggestions entitles the Contractor to a change in Contract Price or Contract Time or both, the Contractor must request a Change Order from the Owner. No verbal order or suggestion of any representative or employee of the municipality, county, state or other governmental or regulatory agency, or of any other person, shall be construed as authorizing any claims on the part of the Contractor for extra compensation for labor, material or other items pertaining to such work, or for damages or any other expenses incurred because of the Contractor's compliance therewith. The Contract Price and Contract Time may only be changed by Change Order.

## 2.50. Maintenance of Record Drawings at Site and Shop Drawings

The Contractor shall maintain at the Project site for the County one record copy of the drawings, specifications, product data, samples, shop drawings, addenda, Change Orders and other modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be delivered to the County upon completion of construction as a record of the Work as constructed prior to final payment.

## 2.51. Final Inspection

### 2.51.1.

Upon written notice from the Contractor that the Project is completed, the Owner's Representative together with the Owner, and other appropriate parties, will make a preliminary inspection with the Contractor present. Upon completion of this preliminary inspection, the Owner's Representative will notify the Contractor, in writing, of any particulars in which this inspection reveals that the work is defective or incomplete. This list shall be referred to as a "Punch List".

### 2.51.2.

Upon receiving the Punch List from the Owner's Representative, the Contractor shall immediately undertake the actions required to remedy defects and complete the Project to satisfaction of the Owner and the Owner's Representative.

### 2.51.3.

When the Contractor has corrected or completed the items as listed in the Owner's Representative's written notice, the Contractor shall inform the Owner's Representative, in writing, that the required Work has been completed. Upon receipt of this notice, the Owner's Representative, in the presence of the Contractor, Owner, and other appropriate parties shall make their final inspection of the Work.

### 2.51.4.

If the Owner's Representative finds all Work satisfactory at the time of this second inspection, the Contractor will be allowed to make application for final payment in accordance with the provisions of the Contract Documents. If the Owner's Representative still finds dissatisfaction with the same Work, the Owner's Representative shall inform the Contractor of the deficiencies and will deny the Contractor's request for final payment, until such time as the Contractor has satisfactorily completed the required Work. The cost of the third or subsequent inspections shall be borne by the Contractor.

## 2.52. Final Payment

After the final inspection and acceptance by the Owner of all Work under the Contract, the Contractor shall prepare an application for final payment and submit it to the County for approval. The total amount of final payment due the Contractor under this Agreement shall consist of the total Contract Price as adjusted in accordance with approved Change Orders, less all previous payments to the Contractor and subject to withholding of any amount due the County as liquidated damages, as provided in Section X below, or as otherwise due under the Contract Documents or applicable law. The Application for final payment shall be accompanied by the following:

1. final lien releases and claim waivers (in a form acceptable to the County) by the Contractor and all persons performing Work and supplying material or services to the Contractor;

2. an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County might in any way be responsible, have been paid or otherwise satisfied;
3. consent of surety, if any, to final payment;
4. two copies of Operation & Maintenance Manuals with provided warranty documentation for products and two copies of as-built plans identifying modifications to original plans;
5. if required by the County, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the County;
6. the Certificate of Project Completion form (provided by the County);
7. a copy of the completed State of Minnesota Form IC-134, signed by the State Commissioner of Taxation, for the Contractor and its subcontractors; and
8. a complete report describing efforts and outcomes of those efforts towards achievement of Project SBE and labor utilization goals; and sustainability goals, if applicable.

### **2.53. Warning Signs and Barricades**

The Contractor shall at all times so conduct their Work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper governmental authority. The Contractor shall warn effected motorists, pedestrians or residents of any construction practices or situations which could be dangerous, cause personal injuries or property damage. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed. The Owner's Representative reserves the right to require immediate backfilling of any street area which the Owner's Representative deems it required for safe traffic circulation within or adjacent to the Work.

### **2.54. Crossing Utilities**

#### **2.54.1.**

Where the prosecution of the Work results in the crossing of highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public or private entities, the Contractor shall secure written permission from the proper authority to cross said highway, railroad, street or utility before further prosecuting the Work. A copy of the written document granting permission shall be filed with the Owner and Owner's Representative before any work is done. The Contractor shall be required to obtain a written release from the applicable authority upon completion of the Work. A copy of this written release shall be filed with the Owner and Owner's Representative before final acceptance of the work is granted.

#### **2.54.2.**

The Contractor shall protect that which is to remain and shall conduct all installation operations in a manner that will not damage or jeopardize the surrounding plant life designated to remain. Equipment operating around existing trees shall use extreme caution to prevent damage to roots, trunks, and branches. The Contractor shall verify the

location and elevation of existing utilities in the area of work. Any damage to utilities, trees or other existing-to-remain items shall be repaired at the Contractor's expense.

## **2.55. Sanitary Provisions**

The Contractor shall provide and maintain such sanitary facilities for the use of Contractor's employees and its Subcontractors as may be necessary to comply with the laws, rules or regulations of the federal, state, and local governments, or agencies or departments thereof.

## **2.56. Preservation of Historical Objects**

### **2.56.1.**

Where historical objects of potential architectural, archeological or paleontological nature are discovered within the areas on which the Contractor's operations are in progress, the Contractor shall restrict or suspend their operations in the immediate area of the discovery as may be necessary to preserve the discovered objects until the Owner has made arrangements for their disposition or has recorded the desired data relative thereto.

### **2.56.2.**

The Contractor shall immediately notify the Owner of any historical objects discovered as the Work is being performed, and shall aid in the preservation and salvage program decided upon, as may be requested or ordered by the Owner. Work requiring a change to the Contract Price shall not be performed without the written authorization of the Owner.

### **2.56.3.**

The Owner shall have the right to restrict or suspend the Contractor's operations in the immediate area where historical objects are discovered for a period not to exceed 72 hours, without claim being made by the Contractor for any damages they might suffer as a result thereof.

## **2.57. Lands by Owner**

The Owner shall provide access to the lands shown on the drawings upon which the Work is to be performed. The Owner shall also provide or obtain the right-of-way for access to the land. Any delay by the Owner in furnishing access to the land shall be deemed proper cause for consideration of adjustment in the time of completion, but not in the Contract Price.

## **2.58. Land by Contractor**

Any additional land and access thereto not shown on the drawings that may be required for temporary construction facilities or for storage of Materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine its apparatus, storage of Materials, and operation of its workers to those areas described in the drawings and specifications; and such additional areas that may be provided at the contractor's expense. The Contractor shall notify the Owner's Representative in writing of those lands provided at the contractor's expense. The Contractor shall not disturb any areas outside of the construction limits including wetlands, woodlands and previously restored work areas.

## **2.59. Private Property**

The Contractor shall not enter upon private property for any purpose without obtaining permission from the owner, and shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall protect carefully from disturbance or damage all monuments and property marks until the Owner's Representative has witnessed or otherwise referenced their location and shall not remove them until directed.

## 2.60. Shop Drawings

### 2.60.1.

The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Owner's Representative shall promptly review all shop drawings. The Owner's Representative's review of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The discovery of any Shop Drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a Change Order or corrected and resubmitted by the Contractor, at the Owner's Representative's discretion.

### 2.60.2.

When submitting for the Owner's Representative's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Document.

### 2.60.3.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been reviewed by the Owner's Representative. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Owner's Representative.

### 2.60.4.

Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Dimensions.
- b. Identification of products.
- c. Fabrication and installation Plans.
- d. Roughing-in and setting diagrams.
- e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
- f. Shop work manufacturing instructions.
- g. Templates and patterns.
- h. Schedules.
- i. Notation of coordination requirements.
- j. Notation of dimensions established by field measurement.
- k. Seal and signature of professional engineer if specified.
- l. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

**2.60.5.**

Submit opaque (bond) and electronic copies of each submittal. The Owner's Representative will return one copy.

**2.61. Substitutions After Award of Agreement**

Whenever a Material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this reference is for the purpose of defining the performance or other salient requirements and that other products of equivalent capacities, quality and function shall be considered. The Contractor may recommend the substitution of a Material, article, or piece of equipment of equivalent substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Owner's Representative, such Material, article, or piece of equipment is of equivalent substance and function to that specified, the Owner's Representative may approve its substitution and use by the Contractor. Where applicable the Owner's Representative will only approve substitutions after the Contractor has received approval from the municipality, county, state or other regulatory agencies with jurisdiction. The Owner's Representative will not lobby for the approval of the substituted Material. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time. Requests for review of substitute items will not be accepted by the Owner's Representative from anyone other than the Contractor. The Contractor shall reimburse the Owner for the charges incurred by the Owner's Representative to evaluate each proposed substitution.

**2.62. Submittals****2.62.1.**

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

**2.62.2.**

The Contractor shall furnish one copy of complete product data for every manufactured item of equipment and all components to be used to perform the Work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number and general type. This data shall be compiled by the Contractor and reviewed by the Owner's Representative before any of the equipment is ordered. All data shall be indexed according to specification section and paragraph for easy reference. After review, this data shall become a part of the Contract, and may not be deviated from except upon the written approval of the Owner's Representative.

**2.62.3.**

Product data for equipment reviewed by the Owner's Representative does not in any case supersede the Contract Documents. The review of the Owner's Representative shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless the Contractor has in writing called the Owner's Representative's attention to such deviations at the time of furnishing said data. Nor shall such review relieve the Contractor from responsibility for errors of any sort in the items furnished. The Contractor shall check the work described by the product data with the Contract.

#### **2.62.4.**

It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. The Contractor shall take necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.

#### **2.62.5.**

Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment so as to allow for proper operation and to be in harmony with the intent of the drawings and specifications, and to make all changes in the Work required by the different arrangement of connections.

### **2.63. Intent of Plans and Specifications**

The intent of the Plans and Specifications is that the Contractor shall furnish all labor and materials, equipment and transportation necessary for the proper execution and completion of the Work unless specifically noted otherwise. The Plans and Specifications are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. The Contractor shall do all the Work shown on the Plans and described in the Specifications and all incidental work considered necessary to complete the Project in an acceptable manner, and to fully complete the Work, ready for use, occupancy and operation by the Owner.

### **2.64. Discrepancies**

Any ambiguity or discrepancy drawings and Specifications, no matter how seemingly insignificant to the Contractor, shall be brought immediately to the attention of the Owner's Representative for clarification. The Owner's Representative shall promptly correct such ambiguity or discrepancy in writing. If the Contractor fails to bring any ambiguity or discrepancy in writing of which it was or should have been aware, the Contractor shall assume the risk of loss because of, and shall be allowed no claim for the misinterpretation of, the drawings and Specifications contrary to the intended interpretation of the Owner's Representative. Work done by the Contractor after the Contractor's discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

### **2.65. Additional Instructions and Detail Drawings**

The Contractor may be furnished additional instructions and detail drawings by the Owner's Representative, as necessary, to carry out the Work required by the Contract Documents. The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contract shall carry out the Work in accordance with the additional drawings and instructions.

**Item Number:** 2025-552

**Meeting Date:** 1/13/2026

**Sponsor:** Community & Economic Development

**Title**

Allocation of State Affordable Housing Aid for Housing Development Projects by Emerging and Diverse Developers.

**Recommendation**

1. Approve the recommended projects and funding amounts for housing development projects selected in the 2025 Emerging and Diverse Developers Solicitation.
2. Authorize the County Manager to enter into the necessary loan or other agreements and execute amendments to loan or other agreements in a manner consistent with local regulations and requirements, in a form approved by the County Attorney's Office.

**Background and Rationale**

Ramsey County has an urgent and evident need for affordable housing, especially housing affordable to individuals and families with household incomes less than 30% of Area Median Income (AMI) and less than 50% AMI. According to Ramsey County's Economic Competitiveness and Inclusion (ECI) Plan, the county has a deficit of 15,000 units affordable to those at or below 30% AMI. This lack of affordable housing supply leads to greater housing instability for residents and exacerbates the county's ongoing homelessness crisis.

To help build and preserve needed housing supply, Ramsey County seeks to expand the pool of affordable housing developers, so they better reflect the racial and ethnic diversity of Ramsey County. To accomplish this, Community & Economic Development (CED) created the Emerging and Diverse Developers (EDD) Program. Ramsey County defines emerging developers as individuals or entities that have owned or developed no more than 25 units of housing or 15,000 square feet of commercial space in the last 10 years.

The EDD Program is a single program with two parts. CED contracts with NEOO Partners to provide technical assistance through a classroom cohort model. Thirty five participants graduated from the program and their journey was celebrated at the November 18, 2025 board meeting.

The second component of the EDD Program was a competitive solicitation specifically for emerging and diverse developers. The solicitation opened on September 5, 2025, and closed on October 31, 2025. Eligible applicants could apply for development funds for the acquisition, rehabilitation, and construction of affordable housing with requested amounts not to exceed \$500,000. Developers who already owned the property that they were applying for could also qualify for up to \$20,000 of funding for eligible pre-development costs.

Twenty-five eligible applications were received with a total requested amount of \$10,319,419. An internal scoring team reviewed and scored each application in a manner consistent with the annual housing development solicitation process, Ramsey County marketed the solicitation through its contracted technical assistance partner, two in-person community meetings, on the Ramsey County website, through the CED newsletter, and direct outreach to partner organizations and municipalities.

Four projects totaling \$80,000 from the EDD Solicitation are recommended for predevelopment awards funded

with Statewide Affordable Housing Aid (SAHA). SAHA is a funding source made available through the state of Minnesota and Ramsey County was allocated \$802,161 in 2023. After receiving the funds, \$722,161 of 2023 SAHA funds were awarded to housing development projects.

Predevelopment awards allow emerging developers to continue to hone and strengthen their proposed projects prior to future applications for construction-related funding. Additional selections from the 2025 EDD Solicitation were approved by the Housing and Redevelopment Authority (HRA) on December 16, 2025. Those awards funded 8 projects with \$2,199,500 of 2025 HRA levy funds.

The following projects are recommended for SAHA funding:

2023 Obligations from the 2025 Emerging and Diverse Developers Solicitation:

Sherburne Rehabilitation, YO Holdings, Saint Paul	\$20,000
818 Edmund Rehabilitation, Vertina LLC, Saint Paul	\$20,000
Rondo Revitalize, RME Properties, Saint Paul	\$20,000
1002 Jessie, Better Choices Better Communities, Saint Paul	\$20,000

Total 2023 SAHA Allocation for 2025 EDD Predevelopment Awards: \$80,000

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

SAHA funds will be used to implement eligible strategies from the ECI Plan by investing in projects and programs that specifically aim to reduce racial disparities in housing. These strategies include increasing the supply of deeply affordable rental units and the preservation of naturally occurring affordable housing. The obligation of SAHA funds also diversifies the pool of housing developers.

Ramsey County has large racial disparities between residents of color and white residents in the housing sector. These disparities include a disproportionate number of African American and American Indian residents experiencing homelessness compared to white residents. Generally, residents of color are more likely to rent than own their own home and be cost-burdened by housing costs compared to white residents. To undo these historical and lasting inequities, investment is needed in communities where wealth has historically been extracted.

**Community Participation Level and Impact**

The co-design on the EDD Program started in January of 2023 by consulting with organization that support emerging developers. Staff learned what supports are needed to compete in competitive government development solicitations. Lessons learned were shared back out with the community and incorporated into the procurement process that was used to select technical assistance (TA) providers. The TA partners hosted small group sessions to hear directly from emerging developers on the barriers they face in the development process, which informed the eligible uses and scoring criteria in the solicitation. This included the availability of pre-development funding. Furthermore, community was invited to two public in-person meetings at the Rondo Community Library to learn more about the EDD Program and the solicitation. This solicitation is another step towards the implementation of the community driven ECI plan.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The four projects from the 2025 EDD Solicitation recommended for 2023 SAHA funding have a total funding amount of \$80,000. The remainder of the 2023 SAHA funds was already allocated toward housing development projects in 2023. 2024 and 2025 SAHA funds have already been allocated to housing

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development projects as well. Other projects from the 2025 EDD Solicitation were approved by the HRA on December 16, 2025, and funded with unallocated 2025 HRA levy.

**Last Previous Action**

On December 16, 2025 the Ramsey County Housing and Redevelopment Authority approved \$2,199,500 of the 2025 HRA Levy to be allocated towards housing development projects by emerging and diverse developers. (Resolution H2025-015).

On December 19, 2023 the Ramsey County Board of Commissioners allocated 2023 State Affordable Housing Aid for housing development projects in the amount of \$721,994 (Resolution B2023-264).

**Attachments**

1. Narrative Project Descriptions

## Description of Recommended Projects and Awards from the 2025 Emerging and Diverse Developers Solicitation

*The housing projects in this document are recommended for funding awards. All recommended projects are applications from the 2025 EDD Solicitation. Recommended awards are funded with Housing and Redevelopment Authority (HRA) levy or State Affordable Housing Aid (SAHA). HRA levy funds were approved by the HRA Board on December 16, 2025. Additional recommended awards with SAHA funds will be considered by the County Board on January 13, 2026.*

### **1002 Jessie, Better Communities, Better Communities**

Better Choices Better Communities is proposing a multifamily new construction project that requires a subdivision of an existing lot located at 1002 Jessie Street in the Payne-Phalen neighborhood of Saint Paul. This mixed-use project will bring 12 rental units for families earning at or below 60% of the area median income (AMI). This project is recommended for an award of \$20,000 in State Affordable Housing Aid for predevelopment activities, which includes soft costs such as permitting, zoning, architectural and legal fees.

### **Aster Meadows Acquisition-Rehab, Noiro Group**

Aster Meadows is an acquisition and rehabilitation of an existing three-unit building located on Foss Road in Saint Anthony Village. The units will be affordable to residents making less than 60% of the area median income. The large parcel may facilitate future affordable housing construction projects as well. The project is recommended for an award of \$400,000 of 2025 HRA Levy.

### **Horace House, Horace Investment LLC**

Horace House is a proposed new construction duplex with 12 single room occupancy apartments located on Kent Street in Saint Paul's North End. Each apartment will have a private bedroom and private bathroom with shared common areas. The building will focus on young adults who are exiting foster care, homelessness or the judicial system. 10 of the units will be affordable to residents making 50% of the area median income (AMI) and 2 units will be affordable to those making 30% AMI. Supportive services will be provided. The project is recommended for an award of \$279,500 of 2025 HRA Levy. The project received a predevelopment grant in 2024.

### **Rondo Revitalize, RME Properties**

This project is for the new construction of a 23-unit rental building for low to moderate income renters. The proposed project is located at 708 Marshall Ave in Saint Paul's Summit-University neighborhood. All units will be rented between 50-60% AMI. This project is recommended for an award of \$20,000 in State Affordable Housing Aid for predevelopment activities, which includes soft costs such as permitting, zoning, architectural and legal fees.

### **Van Buren Acquisition-Rehab, Kizart Development**

Kizart Development will acquire and rehab an existing seven-unit building in Saint Paul's Frogtown neighborhood. Currently the building consists of seven large studio apartments. The apartments will be reconfigured to become three, 1-bedroom apartments and four, 2-bedroom apartments. Two units will be affordable to renters making 30% of the area median income and four units will be affordable to renters making 50% of the area median income. The project is recommended for an award of \$245,000 of 2025 HRA Levy.

### **Sherburne Rehabilitation, YO Holdings LLC**

The proposed project is the rehabilitation of a duplex located at 391 Sherburne Avenue, in Saint Paul's Frogtown neighborhood. Originally constructed in the 1890s, the building is a two-story up/down duplex and will be rented at 50% AMI. The project is recommended for a \$20,000 award of

State Affordable Housing Aid for predevelopment activities, which includes soft costs such as permitting, zoning, architectural and legal fees.

#### **412 Pierce Acquisition-Rehab, Bungalow Boss**

Bungalow Boss will acquire and rehab an existing 5-unit building located on Pierce Street in Saint Paul's Union Park neighborhood. Once complete the units will be affordable to residents making less than 50% of the area median income. This project is also part of a larger coordinated effort across three adjacent properties that will preserve 16 affordable housing units on one block. It is being recommended for an award of \$225,000 of 2025 HRA Levy.

#### **415 Finn Acquisition-Rehab, GD Enterprises**

Developer Gabrill Betts will acquire and rehab an existing 5-unit building in Saint Paul's Union Park neighborhood. The developer will add a sixth unit to the building and all units will be affordable to residents making 60% of the area median income. The project is recommended for an award of \$400,000 of 2025 HRA levy.

#### **418 Pierce Acquisition-Rehab, Tertle Companies**

418 Pierce is an acquisition and rehabilitation of an existing 5-unit building located on Pierce Street in Saint Paul's Union Park neighborhood. Once complete the units will be affordable to residents making less than 50% of the area median income. This project is also part of a larger coordinated effort across three adjacent properties that will preserve 16 affordable housing units on one block. It is being recommended for an award of \$100,000 of 2025 HRA Levy.

#### **422 Pierce Acquisition-Rehab, Tertle Companies**

422 Pierce is an acquisition and rehabilitation of an existing 5-unit building located on Pierce Avenue in Saint Paul. Once complete, the building will increase to six units with a mix of affordability for residents making below 30% of the area median income (AMI) up to 60% of the AMI. This project is also part of a larger coordinated effort across three adjacent properties that will preserve 16 affordable housing units on one block. It is being recommended for an award of \$100,000 of 2025 HRA Levy.

#### **583 Lincoln Acquisition-Rehab, Nurturing Developments**

Nurturing Developments will acquire and rehab an existing six-unit building located on Lincoln Avenue in Saint Paul's Summit Hill neighborhood. The property will provide housing for youth ages 18 to 24 who are working to build stability in their lives. Once complete, the building will increase to seven units with a mix of affordability for residents making below 30% of the area median income (AMI) and up to 60% of the AMI. The project is recommended for an award of \$450,000 of 2025 HRA Levy.

#### **818 Edmund Rehab, Vertina LLC**

818 Edmund is the rehabilitation of an existing duplex consisting of two residential units in Saint Paul's Frogtown neighborhood. The home is currently vacant, one unit will be 50% AMI and one unit will be 60% AMI. This project is recommended for an award of \$20,000 in State Affordable Housing Aid for predevelopment activities, which includes soft costs such as permitting, zoning, architectural and legal fees.

**Item Number:** 2025-550

**Meeting Date:** 1/13/2026

**Sponsor:** Parks & Recreation

**Title**

Grant Awards from the Metropolitan Council for Legacy Amendment Parks and Trails Fund Projects

**Recommendation**

1. Ratify the submittal of the grant application to the Metropolitan Council for Parks and Trails Legacy Amendment funding for regional park projects for State Fiscal Year 2026.
2. Accept grant awards and approve grant agreements with the Metropolitan Council for Legacy Amendment Parks and Trails Fund projects for the periods of July 1, 2025, through June 30, 2029, in the total amounts of \$1,890,775 for State Fiscal Year 2026.
3. Authorize the Chair and Chief Clerk to execute the grant agreements.
4. Authorize the County Manager to enter into agreements for the use of grant funds and amendments to such agreements, provided the amounts are within the limits of the grant, in accordance with the county's procurement policies and procedures, and in a form approved by the County Attorney's Office.

**Background and Rationale**

Minnesota Management and Budget has budgeted an appropriation of \$51,320,000 from the Legacy Amendment Parks and Trails Fund for the Metropolitan Council to provide grants to the Regional Park implementing agencies for State Fiscal Years (SFY) 2026 (July 1, 2025-June 30, 2029). The funding allocation is based on a statutory formula. Ramsey County has been allocated \$1,890,775 for SFY 2026.

Ramsey County Parks and Recreation includes the anticipated Legacy project funding requests in the county's six-year Capital Improvement Program Plan, although project priorities are subject to change. The following projects were submitted to the Metropolitan Council as Legacy funding requests for SFY 2026, as outlined in the following chart:

<u>Park, Trail, or Project Description</u>	<u>SFY 2026</u>
Ramsey County Regional Parks and Trails System <ul style="list-style-type: none"><li>• Outreach for nature and outdoor recreation-based programming for people of low income and people of color</li></ul>	\$75,000
Ramsey County Regional Parks and Trails System <ul style="list-style-type: none"><li>• Conservation Corps of MN</li></ul>	\$120,000
Bald Eagle Otter Lakes Regional Park <ul style="list-style-type: none"><li>• Volunteer Corps for Tamarack Nature Center and Discovery Hollow</li></ul>	\$65,000
Ramsey County Regional Parks and Trail <ul style="list-style-type: none"><li>• System-wide Off-leash Dog Area Improvements</li></ul>	\$20,000

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**Item Number:** 2025-550**Meeting Date:** 1/13/2026

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Ramsey County Regional Parks and Trails System	\$100,000
• Regional Park and Trail Sign Implementation	
Vadnais- Snail Lakes Regional Park	\$1,510,775
• Trail Enhancement & Site Improvements	
<b><u>Total Parks and Trails Legacy Amendment Funding</u></b>	<b><u>\$1,890,775</u></b>

The approved grant funds for SFY 2026 were available for use beginning July 1, 2025, and will have a grant period from July 1, 2025, to June 30, 2029.

Funding through the Legacy program provides improvements to the regional parks and trails within Ramsey County. The projects create safe places, build a sense of community, protect, restore, and preserve the environment. Certain project plans will offer opportunities for community engagement during the development phases.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

The six legacy funded projects meet a variety of residents' needs throughout the Ramsey County Parks and Recreation system. While a racial equity lens is applied during the project prioritization process, certain projects have a greater racial equity impact than others. The outreach position for nature and outdoor recreation is predominately dedicated to connecting with underserved residents to introduce them to the parks system and to provide meaningful and welcoming facilitated experiences. The development improvement projects will incorporate a wide variety of community engagement tools to reach and connect with residents who have not had a strong voice in the parks planning process. The collective slate of projects advances the county's racial equity work and serve as investments to increase the quality of life for all Ramsey County residents.

**Community Participation Level and Impact**

Initial community participation was conducted through the process of developing long range plans for these regional parks and trails. Projects identified with these grants will require additional participation with residents for specific design elements and site amenities. Several steps will be taken to involve residents through community meetings at the time the projects start.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Funding provided through the Legacy Amendment grant funding allows for park and trail development and programming in the Regional Park System. The legacy grants for outdoor nature programming, Minnesota Conversation Corps, and volunteer coordinator are included in parks operation budget. Funding amounts for FY 2026 (\$1,890,775) are slightly lower than previous legacy grant periods which have ranged between \$1.4 million to \$2.4 million, however these amounts do fluctuate and have been increasing over several grant periods. The county is responsible for ongoing maintenance costs for new development after the projects are completed. The ongoing grant funding of projects that include personnel have been included in the 2026 operating budgets. The other funding has been included as an estimate amount in the Capital Improvement Program Plan.

**Last Previous Action**

None.

**Attachments**

1. 2026 Parks and Trails Legacy Amendment Grants

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County	GRANT NO. SG-26P4-06-01
<b>GRANT PROJECT:</b> Bald Eagle-Otter Lake Regional Park – Volunteer Coordinator - See Grant Project Summary attached hereto as <b>Attachment A</b>	
<b>TOTAL GRANT AMOUNT:</b> \$65,000.00	
<b>STATE FISCAL YEAR 2026:</b> \$65,000.00	<b>STATE FISCAL YEAR:</b> 2026
<b>APPROPRIATION:</b> Minnesota Laws 2025, Regular Session Chapter 36, Article 3, Section 4	
<b>EFFECTIVE DATE:</b> Date agreement has been fully executed by both parties.	
<b>GRANT PROJECT ACTIVITY PERIOD:</b> July 1, 2025 to June 30, 2029	
<b>COUNCIL AUTHORIZED REPRESENTATIVE:</b> Erin Acton, Parks Grants Administrator (erin.acton@metc.state.mn.us)	
<b>COUNCIL ACTION:</b> September 10, 2025	<b>BUSINESS ITEM:</b> 2025-194 JT
<b>EXPIRATION DATE:</b> June 30, 2029	

## GRANT AGREEMENT

**THIS GRANT AGREEMENT** (“Agreement”) is made and entered into on the Effective Date by and between the Metropolitan Council (“Council”) and the Regional Park Implementing Agency identified above as the “Grantee.”

## RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2025, Regular Session, Chapter 36, Article 3, Section 4 appropriated funds for State Fiscal Year 2026 and 2027 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “P&T Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.
2. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council’s 2050 Regional Park Policy Plan.
3. The Grantee sought funding from the Council for its Grant Project from the appropriation and presentation of proposed project list to the Metropolitan Parks and Open Space

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Commission from the regional park implementing agencies. The Grant Project Summary is attached hereto as **Attachment A**.

4. Minn. Stat. § 85.53, subd. 3 authorizes the Grantee to receive grants from the P&T Fund to support parks and trails of regional significance.
5. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on Page 1.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Grant Project Activity Period.

**NOW THEREFORE**, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

## 1. **Definition of Terms.**

The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- A. ***Approved Long-Range Plan.*** “Approved Long-Range Plan” means the long-range plan for the Park required and approved by the Council.
- B. ***Council Action.*** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded P&T Funds.
- C. ***Effective Date:*** “Effective Date” means the date this Agreement is fully executed by both parties. Pursuant to Minn. Stat. §16B98, Subd. 7, no payments can be made to the Grantee until this Agreement is fully executed.
- D. ***Eligible Costs:*** “Eligible Costs” means and is limited to the Use of Funds described in Attachment A.
- E. ***Grant Project Activity Period.*** “Grant Project Activity Period” is identified on Page 1 of this Agreement.
- F. ***Grant Project Summary.*** “Grant Project Summary” identifies the Grant Project activities and is attached hereto as **Attachment A**.
- G. ***Measurable Outcomes.*** “Measurable Outcomes” means outcomes, indicators, or other performance measures that may be quantified or otherwise measured to measure the effectiveness of a project or program in meeting its intended goal or purpose.
- H. ***Park.*** “Park” means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
- I. ***Policy Plan.*** “Policy Plan” means the Council’s 2040 Regional Parks Policy Plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
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# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

L. ***Small Disadvantaged Businesses.*** “Small Disadvantaged Businesses” means small Minnesota-based businesses that are certified as Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGBs), and/or Veteran-Owned Businesses.

## 2. **Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract agreement: 11. Liability; 12. Audits; 13. Government Data Practices; 16. Governing Law, Jurisdiction, and Venue; 19.7 Publicity; and 19.8 Endorsement.

## 3. **Grantee’s Duties or Grant Project.**

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## 6. **Grant Amount, Payment and Use.**

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**6.1    Grant Amount.** The Council will reimburse the Grantee for eligible costs during the Grant Project Activity Period of up to the Grant Amount identified on Page 1. This amount is granted for the purpose of performing the Grant Project. In no event will the Council's obligation under this agreement exceed the total grant amount. The Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the performance of the Grant Project. Notwithstanding anything to the contrary in this agreement, the payment of P&T Fund grant proceeds shall be made by the Council within the time frames specified in this agreement only if the Council has adequate P&T Funds on hand at the time that payment is due.

**6.2    Reimbursement Requests and Documentation.** The Council will disburse grant funds in response to a written or electronic payment request submitted by the Grantee to the Council and reviewed and approved by the Council's Authorized Representative. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment requests and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement or a "cost incurred" basis. Payment requests must include the specific Grant Project activities conducted or completed during the authorized time-period. Payment requests must include documentation supporting expenses including consultant/contractor invoices showing the time-period covered by the invoice; proof or verification of payment of the invoice, and other supporting documents as the Council deems appropriate.

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**6.6    Non-Eligibility.** If the Office of the Legislative Auditor, in the course of an audit or investigation, publicly reports that Grantee has not complied with the Appropriation or

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

any law, rule, or regulation applicable to the Grantee, the Grantee will be listed in an annual report to the legislative committees with jurisdiction over the P & T Fund. The list must be publicly available. The legislative auditor will remove the Grantee from the list upon determination that it is in compliance. The Grantee on said list is not eligible for future funding from the P&T Fund until the recipient demonstrates compliance to the legislative auditor.

**6.7 Disability Access.** Pursuant to the Appropriation, the Grantee should, as part of the Grant Project, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards and committees, make progress toward providing greater access to programs, print publications and digital media for people with disabilities.

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## 7. Accounting, Record-keeping and Site Monitoring.

**7.1 Accounting and Record-Keeping.** The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail that will accurately reflect the total cost of the Grant Project. The Grantee shall use generally accepted accounting principles. Pursuant to Minn. Stat. § 16B.98, all records shall be retained for at least six (6) years after the issuance of the final certificate of acceptance by the Council, or such shorter period as may be specified in writing by the Council at the expiration of the Grant Project Activity Period.

**7.2 Site Monitoring.** Pursuant to Minn. Stat. § 16B.98, subd. 6, the Council shall monitor Grant Project activities and records.

## 8. Reporting and Grant Closeout.

**8.1 Semi-Annual Reporting during the Grant Project Activity Period.** Grantee must submit cash flow and semi-annual progress reports to the Council by July 31 and January 31 of each year while the grant agreement is active. In the cash flow report, the Grantee shall describe the current project spending and projected spending for the periods defined in the report template. The progress report shall include the construction, programming and/or consulting activities taken during the reporting period. The Grantee shall provide sufficient documentation for information the Council reasonably requests.

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**8.2 Final Report and Closeout.** Prior to the final reimbursement, the Grantee shall submit to the Council a final project report that provides the completed project results as detailed in the initial measurable outcomes, and in the plan to measure and evaluate the outcomes as referenced in Section 19.1. The Grantee must submit the closeout requirements in a format determined by the Council providing the total Grant Project receipts and expenditures, summarizing all Grant Project activities, and containing a certification by the Grantee's authorized financial representative (e.g.: CFO, Financial Director) that all grant funds were expended in accordance with this Agreement.

## 9. Changes in Grant Project and Amendments.

**9.1 Changes in Grant Project.** Projects funded by the Appropriation must be substantially consistent in both scope and budget with the approved project description provided in the application. Changes to the Grant Project in either scope or budget shall require an amendment. Failure to inform the Council of any significant changes to the Grant Project or significant changes to grant-funded components of the Grant Project and any use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future P&T funding.

**9.2 Amendments.** The terms of this Agreement may be changed by mutual agreement of the parties if the changes are consistent in both scope and budget with the approved project description provided in the application. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee. Grant funds for the changed Project will not be disbursed prior to execution of an amendment. If the Grantee needs additional time within which to complete the Grant Project, the Grantee must submit to the Council a written extension request AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE. The combined Grant Agreement with amendments must not exceed five years. Pursuant to Minnesota Laws 2023, Chapter 40, Article 3, Section 2, subd. 2, if the Grant Project receives federal funds, the time-period of the Appropriation shall extend to match or equal the availability of federal funding.

## 10. Assignment, Waiver, and Agreement Complete.

**10.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Council and a fully executed Assignment Agreement.

**10.2 Waiver.** If the Council fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

**10.3 Agreement Complete.** This Agreement contains all negotiations and agreements between the Council and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

## **11. Liability.**

The Grantee must indemnify, save, and hold the Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Council, arising from the performance of this Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the Council's failure to fulfill its obligations under this Agreement.

## **12. Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

## **13. Government Data Practices.**

The Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, as it applies to all data provided by the Council under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Council.

## **14. Workers Compensation.**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Council employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Council's obligation or responsibility.

## **15. Data Availability.**

Grantee must comply with Minn. Stat. § 85.53, subd. 4, requirements for data collected by projects funded with money from the P&T Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments.

## **16. Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **17. Termination.**

The Council may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

### **18. Use of Small Disadvantaged Businesses.**

The Council maintains a list of Small Disadvantaged Businesses that the Grantee and its contractors are encouraged to use. This list and technical assistance are available through the Council's Office of Equal Opportunity at <http://mcub.metc.state.mn.us>. The Grantee and its contractors are also encouraged to use Small Disadvantaged Businesses that are certified through other government programs. The Council expects the Grantee and Grantee's contractors to make reasonable efforts to solicit and include Small Disadvantaged Businesses in economic activities that arise from the Grantee's use of grant funds.

### **19. Miscellaneous.**

**19.1 Measurable Outcomes.** As provided in Minn. Stat. § 85.53, the Grant Project must include Measurable Outcomes as defined in Minn. Stat. § 3.303, subd. 10. The Measurable Outcomes must include a plan for measuring and evaluating the results and an assessment of whether the funding celebrates cultural diversity or reaches diverse communities in Minnesota, including reaching low- and moderate-income households. The Grantee shall collect and report on information on the predetermined outcomes during the Grant Project Activity Period. The Grant Program must be consistent with current science and incorporate state-of-the-art technology, except if the Project is a portrayal or restoration of historical significance.

**19.2 Minnesota Conservation Corps.** The Grantee shall give consideration to contracting with the Minnesota Conservation Corps for contract restoration, maintenance, and other activities.

**19.3 Logo.** The Grantee must display a sign on lands and capital improvements purchased, restored, or protected with money from the P&T Fund that includes the logo developed by the Minnesota Board of the Arts to identify it as a project funded with money from the vote of the people of Minnesota on November 4, 2008. The Grantee shall also display, where practicable, a sign with the logo on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from the parks and trails fund.

**19.4 Website.** Pursuant to Minn. Stat. Section 85.53, the Grantee shall, when practicable, prominently display on the Grantee's Website home page the P&T Fund logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the P&T Fund logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**19.5 Grant Contact.** Pursuant to Minn. Stat. § 16B.98, the Grantee must clearly post on the Grantee's website the names of, and contact information for, the organization's leadership and the employee or other person who directly manages and oversees the grant for the Grantee.

**19.6 Future Funding.** Future eligibility for money from the P&T Fund is contingent upon the Grantee satisfying all applicable requirements in this section, as well as any additional requirements contained in applicable session laws.

**19.7 Constitution.** The Grantee must comply with the Minnesota Constitution, article XI, section 15.

**19.8 Publicity.** Any publicity regarding the Grant must identify the Council as the sponsoring agency and must not be released without prior written approval from the Council's Authorized Representative. For the purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

**19.9 Endorsement.** The Grantee must not claim that the Council endorses its products or services.

*[The remainder of this page has been left intentionally blank]*

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date.

### RAMSEY COUNTY

By: \_\_\_\_\_  
Rafael Ortega  
Its: Chair

Date: \_\_\_\_\_

### METROPOLITAN COUNCIL

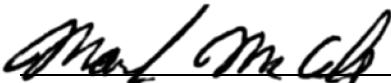
By: \_\_\_\_\_  
LisaBeth Barajas, Executive Director  
Community Development Division

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jason Yang  
Its: Chief Clerk

Date: \_\_\_\_\_

Approval Recommended:

By:   
Mark McCabe  
Its: Director of Parks and Recreation

Date: 01.02.2026

**Approved as to form**

By:   
Kathleen Ritter  
Its: Assistant County Attorney  
Date: 1-2-2026

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

## ATTACHMENT A

### Regional Parks Grant Project Summary

<b>Grant #</b>	<b>SG-26P4-06-01</b>
<b>Funding Type:</b>	Park and Trails Legacy Fund (Construction or Programming)
<b>Grantee:</b>	Ramsey County
<b>Project Name:</b>	Volunteer Coordinator
<b>Regional Park or Trail:</b>	Bald Eagle-Otter Lake Regional Park
<b>City:</b>	White Bear Township
<b>County:</b>	Ramsey

### Project Detail and Measurable Outcomes

Project Description	The volunteer coordinator recruits, trains and recognizes volunteers who help assist with operations and programs in a variety of settings, including care for the animals and garden and assisting with programs and projects within Tamarack Nature Center.
Project Goal	Focus on recruitment of diverse volunteer corps as well as volunteer support for diverse user audiences
Strategic Direction	Connect people and the outdoors
Outcome Measure	Annual number of volunteers Annual number of volunteer hours
Plan to Measure and Evaluate Results	Track the volunteer participation through a tracking system where volunteers sign in and out when working
Assessment of Cultural Diversity	Much of Tamarack's programming is geared toward equitable outcomes for racially and ethnically diverse residents. The volunteer program supports those programs, and efforts are being made to diversify the pool of volunteers.
Project Budget	Total - \$65,000.00
External Professional Services	\$0.00
Internal Professional Services	\$65,000.00
Construction	\$0.00

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

### ATTACHMENT B

#### MMB Guidance

[https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20F eb%209%202017\\_tcm1059-282041.pdf](https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20F eb%209%202017_tcm1059-282041.pdf)

“In MMB’s view, the “direct and necessary” requirement is intended to promote efficient and effective use of legacy fund dollars: The language clearly implies the need for agencies to document and defend their legacy fund expenditure as needed, reasonable, consistently applied, and rationally allocated.” (linked here)

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County	GRANT NO. SG-26P4-06-02
<b>GRANT PROJECT:</b> Battle Creek Regional Park – Off Leash Dog Area Trail Head Improvements - See Grant Project Summary attached hereto as Attachment A	
<b>TOTAL GRANT AMOUNT:</b> \$20,000.00	
<b>STATE FISCAL YEAR 2026:</b> \$20,000.00	<b>STATE FISCAL YEAR:</b> 2026
<b>APPROPRIATION:</b> Minnesota Laws 2025, Regular Session Chapter 36, Article 3, Section 4	
<b>EFFECTIVE DATE:</b> Date agreement has been fully executed by both parties.	
<b>GRANT PROJECT ACTIVITY PERIOD:</b> July 1, 2025 to June 30, 2029	
<b>COUNCIL AUTHORIZED REPRESENTATIVE:</b> Erin Acton, Parks Grants Administrator (erin.acton@metc.state.mn.us)	
<b>COUNCIL ACTION:</b> September 10, 2025	<b>BUSINESS ITEM:</b> 2025-194 JT
<b>EXPIRATION DATE:</b> June 30, 2029	

## GRANT AGREEMENT

**THIS GRANT AGREEMENT** (“Agreement”) is made and entered into on the Effective Date by and between the Metropolitan Council (“Council”) and the Regional Park Implementing Agency identified above as the “Grantee.”

## RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2025, Regular Session, Chapter 36, Article 3, Section 4 appropriated funds for State Fiscal Year 2026 and 2027 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “P&T Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.
2. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council’s 2050 Regional Park Policy Plan.
3. The Grantee sought funding from the Council for its Grant Project from the appropriation and presentation of proposed project list to the Metropolitan Parks and Open Space

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Commission from the regional park implementing agencies. The Grant Project Summary is attached hereto as **Attachment A**.

4. Minn. Stat. § 85.53, subd. 3 authorizes the Grantee to receive grants from the P&T Fund to support parks and trails of regional significance.
5. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on Page 1.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Grant Project Activity Period.

**NOW THEREFORE**, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

## 1. **Definition of Terms.**

The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- A. **Approved Long-Range Plan.** “Approved Long-Range Plan” means the long-range plan for the Park required and approved by the Council.
- B. **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded P&T Funds.
- C. **Effective Date:** “Effective Date” means the date this Agreement is fully executed by both parties. Pursuant to Minn. Stat. §16B98, Subd. 7, no payments can be made to the Grantee until this Agreement is fully executed.
- D. **Eligible Costs:** “Eligible Costs” means and is limited to the Use of Funds described in Attachment A.
- E. **Grant Project Activity Period.** “Grant Project Activity Period” is identified on Page 1 of this Agreement.
- F. **Grant Project Summary.** “Grant Project Summary” identifies the Grant Project activities and is attached hereto as **Attachment A**.
- G. **Measurable Outcomes.** “Measurable Outcomes” means outcomes, indicators, or other performance measures that may be quantified or otherwise measured to measure the effectiveness of a project or program in meeting its intended goal or purpose.
- H. **Park.** “Park” means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
- I. **Policy Plan.** “Policy Plan” means the Council’s 2040 Regional Parks Policy Plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
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# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

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# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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**7.1 Accounting and Record-Keeping.** The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail that will accurately reflect the total cost of the Grant Project. The Grantee shall use generally accepted accounting principles. Pursuant to Minn. Stat. § 16B.98, all records shall be retained for at least six (6) years after the issuance of the final certificate of acceptance by the Council, or such shorter period as may be specified in writing by the Council at the expiration of the Grant Project Activity Period.

**7.2 Site Monitoring.** Pursuant to Minn. Stat. § 16B.98, subd. 6, the Council shall monitor Grant Project activities and records.

## 8. Reporting and Grant Closeout.

**8.1 Semi-Annual Reporting during the Grant Project Activity Period.** Grantee must submit cash flow and semi-annual progress reports to the Council by July 31 and January 31 of each year while the grant agreement is active. In the cash flow report, the Grantee shall describe the current project spending and projected spending for the periods defined in the report template. The progress report shall include the construction, programming and/or consulting activities taken during the reporting period. The Grantee shall provide sufficient documentation for information the Council reasonably requests.

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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**10.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Council and a fully executed Assignment Agreement.

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# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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The Grantee must indemnify, save, and hold the Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Council, arising from the performance of this Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the Council's failure to fulfill its obligations under this Agreement.

## **12. Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

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## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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### **19. Miscellaneous.**

**19.1 Measurable Outcomes.** As provided in Minn. Stat. § 85.53, the Grant Project must include Measurable Outcomes as defined in Minn. Stat. § 3.303, subd. 10. The Measurable Outcomes must include a plan for measuring and evaluating the results and an assessment of whether the funding celebrates cultural diversity or reaches diverse communities in Minnesota, including reaching low- and moderate-income households. The Grantee shall collect and report on information on the predetermined outcomes during the Grant Project Activity Period. The Grant Program must be consistent with current science and incorporate state-of-the-art technology, except if the Project is a portrayal or restoration of historical significance.

**19.2 Minnesota Conservation Corps.** The Grantee shall give consideration to contracting with the Minnesota Conservation Corps for contract restoration, maintenance, and other activities.

**19.3 Logo.** The Grantee must display a sign on lands and capital improvements purchased, restored, or protected with money from the P&T Fund that includes the logo developed by the Minnesota Board of the Arts to identify it as a project funded with money from the vote of the people of Minnesota on November 4, 2008. The Grantee shall also display, where practicable, a sign with the logo on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from the parks and trails fund.

**19.4 Website.** Pursuant to Minn. Stat. Section 85.53, the Grantee shall, when practicable, prominently display on the Grantee's Website home page the P&T Fund logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the P&T Fund logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**19.5 Grant Contact.** Pursuant to Minn. Stat. § 16B.98, the Grantee must clearly post on the Grantee's website the names of, and contact information for, the organization's leadership and the employee or other person who directly manages and oversees the grant for the Grantee.

**19.6 Future Funding.** Future eligibility for money from the P&T Fund is contingent upon the Grantee satisfying all applicable requirements in this section, as well as any additional requirements contained in applicable session laws.

**19.7 Constitution.** The Grantee must comply with the Minnesota Constitution, article XI, section 15.

**19.8 Publicity.** Any publicity regarding the Grant must identify the Council as the sponsoring agency and must not be released without prior written approval from the Council's Authorized Representative. For the purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

**19.9 Endorsement.** The Grantee must not claim that the Council endorses its products or services.

*[The remainder of this page has been left intentionally blank]*

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date.

### RAMSEY COUNTY

By: \_\_\_\_\_  
Rafael Ortega  
Its: Chair

Date: \_\_\_\_\_

### METROPOLITAN COUNCIL

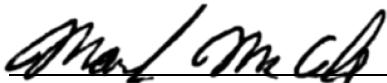
By: \_\_\_\_\_  
LisaBeth Barajas, Executive Director  
Community Development Division

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jason Yang  
Its: Chief Clerk

Date: \_\_\_\_\_

Approval Recommended:

By:   
Mark McCabe  
Its: Director of Parks and Recreation

Date: 01/02/2026

**Approved as to form**

By:   
Kathleen Ritter  
Its: Assistant County Attorney  
Date: 1-2-26

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

## ATTACHMENT A

### Regional Parks Grant Project Summary

<b>Grant #</b>	<b>SG-26P4-06-02</b>
<b>Funding Type:</b>	Park and Trails Legacy Fund (Construction or Programming)
<b>Grantee:</b>	Ramsey County
<b>Project Name:</b>	Off Leash Dog Area Trailhead Improvements
<b>Regional Park or Trail:</b>	Battle Creek Regional Park
<b>City:</b>	Maplewood
<b>County:</b>	Ramsey

### Project Detail and Measurable Outcomes

Project Description	Planning, design, engineering, permitting/administrative cost, and contingencies for parking lot maintenance/redevelopment; bituminous trail redevelopment; improved site accessibility and infrastructure, utilities, stormwater management, wayfinding, and site amenities; and restoration.
Project Goal	Repair and make improvements to existing trailhead that serves the off-leash dog area and park trail system.
Strategic Direction	Take care of what we have
Outcome Measure	Implement improvements including pavement reconditioning, stormwater management, ADA upgrades, new site infrastructure and site amenities.
Plan to Measure and Evaluate Results	The facilities will be improved for the public, including ADA upgrades, new stormwater management, improved site infrastructure, and expanded site amenities. Survey users to determine how well improvements are received.
Assessment of Cultural Diversity	N/A
Project Budget	Total - \$20,000.00
External Professional Services	\$20,000.00
Internal Professional Services	\$0.00
Construction	\$0.00

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

### ATTACHMENT B

#### MMB Guidance

[https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20F eb%209%202017\\_tcm1059-282041.pdf](https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20F eb%209%202017_tcm1059-282041.pdf)

“In MMB’s view, the “direct and necessary” requirement is intended to promote efficient and effective use of legacy fund dollars: The language clearly implies the need for agencies to document and defend their legacy fund expenditure as needed, reasonable, consistently applied, and rationally allocated.” (linked here)

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

<b>GRANTEE:</b> Ramsey County		<b>GRANT NO.</b> SG-26P4-06-03
<b>GRANT PROJECT:</b> Jurisdiction-Wide – Conservation Corps Youth Outdoors Program - See Grant Project Summary attached hereto as <b>Attachment A</b>		
<b>TOTAL GRANT AMOUNT:</b> \$120,000.00	<b>STATE FISCAL YEAR 2026:</b> \$120,000.00 <b>STATE FISCAL YEAR:</b> 2026	
<b>APPROPRIATION:</b> Minnesota Laws 2025, Regular Session Chapter 36, Article 3, Section 4		
<b>EFFECTIVE DATE:</b> Date agreement has been fully executed by both parties.		
<b>GRANT PROJECT ACTIVITY PERIOD:</b> July 1, 2025 to June 30, 2029		
<b>COUNCIL AUTHORIZED REPRESENTATIVE:</b> Erin Acton, Parks Grants Administrator (erin.acton@metc.state.mn.us)		
<b>COUNCIL ACTION:</b> September 10, 2025	<b>BUSINESS ITEM:</b> 2025-194 JT	
<b>EXPIRATION DATE:</b> June 30, 2029		

## GRANT AGREEMENT

**THIS GRANT AGREEMENT** (“Agreement”) is made and entered into on the Effective Date by and between the Metropolitan Council (“Council”) and the Regional Park Implementing Agency identified above as the “Grantee.”

## RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2025, Regular Session, Chapter 36, Article 3, Section 4 appropriated funds for State Fiscal Year 2026 and 2027 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “P&T Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.
2. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council’s 2050 Regional Park Policy Plan.
3. The Grantee sought funding from the Council for its Grant Project from the appropriation and presentation of proposed project list to the Metropolitan Parks and Open Space

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Commission from the regional park implementing agencies. The Grant Project Summary is attached hereto as **Attachment A**.

4. Minn. Stat. § 85.53, subd. 3 authorizes the Grantee to receive grants from the P&T Fund to support parks and trails of regional significance.
5. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on Page 1.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Grant Project Activity Period.

**NOW THEREFORE**, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

## 1. **Definition of Terms.**

The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- A. **Approved Long-Range Plan.** “Approved Long-Range Plan” means the long-range plan for the Park required and approved by the Council.
- B. **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded P&T Funds.
- C. **Effective Date:** “Effective Date” means the date this Agreement is fully executed by both parties. Pursuant to Minn. Stat. §16B98, Subd. 7, no payments can be made to the Grantee until this Agreement is fully executed.
- D. **Eligible Costs:** “Eligible Costs” means and is limited to the Use of Funds described in Attachment A.
- E. **Grant Project Activity Period.** “Grant Project Activity Period” is identified on Page 1 of this Agreement.
- F. **Grant Project Summary.** “Grant Project Summary” identifies the Grant Project activities and is attached hereto as **Attachment A**.
- G. **Measurable Outcomes.** “Measurable Outcomes” means outcomes, indicators, or other performance measures that may be quantified or otherwise measured to measure the effectiveness of a project or program in meeting its intended goal or purpose.
- H. **Park.** “Park” means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
- I. **Policy Plan.** “Policy Plan” means the Council’s 2040 Regional Parks Policy Plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
- J. **Reimbursement.** “Reimbursement” means the Grantee will expend its own funds and provide to the Council acceptable documentation that the expenditure has been made before seeking payment under this agreement for the expenditure.
- K. **Site Monitoring.** “Site Monitoring” means the Council’s review of the Grant Project and records pursuant to Minn. Stat. § 16B.98.

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

L. ***Small Disadvantaged Businesses.*** “Small Disadvantaged Businesses” means small Minnesota-based businesses that are certified as Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGBs), and/or Veteran-Owned Businesses.

## 2. **Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract agreement: 11. Liability; 12. Audits; 13. Government Data Practices; 16. Governing Law, Jurisdiction, and Venue; 19.7 Publicity; and 19.8 Endorsement.

## 3. **Grantee’s Duties or Grant Project.**

The Appropriation requires that monies distributed to implementing agencies can only be used to fund those projects that have been approved by the implementing agency’s elected representatives. By signing this Agreement, the Grantee certifies to the Council that the Grant Project defined herein is on the approved list of projects that has been approved by its elected representatives. The Grantee further certifies that the Grant Project and Total Grant Amount are substantially consistent with the project descriptions and dollar amounts approved by its elected representatives.

The Grantee will perform the Grant Project listed on Page 1 during the Grant Project Activity Period identified on Page 1.

## 4. **Time.**

The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

## 5. **Eligible Costs.**

**5.1 Eligible Costs.** Eligible costs are those costs *directly* incurred by the Grantee for Grant Project activities and budget outlined in **Attachment A** taking place during the Grant Project Activity Period that are *solely related* to and necessary for the completion of the Grant Project. Grant funds shall only be spent in accordance with Minnesota Management and Budget’s (“MMB”) Guidance to Agencies on Legacy Fund Expenditures, which is attached hereto as **Attachment B**. This Agreement must be implemented according to Minn. Stat. § 16B.98 and must account for all expenditures.

**5.2 Ineligible Costs.** The Grantee shall not be reimbursed for in-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Project or approved in writing by the Council is a non-eligible cost. Grant funds may not be used for costs of Project activities that occurred prior to the start of the grant project activity period.

**5.3 Traditional Sources of Funding.** Pursuant to the Appropriation, the Grantee must ensure that the P&T Funds are used to supplement and not substitute for traditional sources of funding.

## 6. **Grant Amount, Payment and Use.**

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**6.1    Grant Amount.** The Council will reimburse the Grantee for eligible costs during the Grant Project Activity Period of up to the Grant Amount identified on Page 1. This amount is granted for the purpose of performing the Grant Project. In no event will the Council's obligation under this agreement exceed the total grant amount. The Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the performance of the Grant Project. Notwithstanding anything to the contrary in this agreement, the payment of P&T Fund grant proceeds shall be made by the Council within the time frames specified in this agreement only if the Council has adequate P&T Funds on hand at the time that payment is due.

**6.2    Reimbursement Requests and Documentation.** The Council will disburse grant funds in response to a written or electronic payment request submitted by the Grantee to the Council and reviewed and approved by the Council's Authorized Representative. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment requests and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement or a "cost incurred" basis. Payment requests must include the specific Grant Project activities conducted or completed during the authorized time-period. Payment requests must include documentation supporting expenses including consultant/contractor invoices showing the time-period covered by the invoice; proof or verification of payment of the invoice, and other supporting documents as the Council deems appropriate.

**6.3    Conditions of Payment.** All services provided by the Grantee under this Agreement must be performed to the Council's satisfaction, as determined at the sole discretion of the Council's Authorized Representative and in accordance with all applicable federal, Council, and local laws, ordinances, rules, and regulations. The Council will hold the final Grant payment until it receives the completed final project report as referenced in Section 8.2.

**6.4    Repayment of Unauthorized Use of Grant Funds.** Upon a finding by the Council or the state that Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council. Additionally, if the Grantee is in breach of the requirements of this Agreement, including Minn. Stat. § 16B.98 and MMB's Guidance, the Council may, in its sole discretion, withhold future grants to the Grantee until the breach is cured.

**6.5    Contracting and Bidding Requirements.** Grantee is expected to follow the contracting and bidding requirements of Minn. Stat. §471.345 and §§177.41 through 177.44 (prevailing wage), if applicable. Grantee may not contract with vendors that are either suspended or debarred in Minnesota:

<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

**6.6    Non-Eligibility.** If the Office of the Legislative Auditor, in the course of an audit or investigation, publicly reports that Grantee has not complied with the Appropriation or

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

any law, rule, or regulation applicable to the Grantee, the Grantee will be listed in an annual report to the legislative committees with jurisdiction over the P & T Fund. The list must be publicly available. The legislative auditor will remove the Grantee from the list upon determination that it is in compliance. The Grantee on said list is not eligible for future funding from the P&T Fund until the recipient demonstrates compliance to the legislative auditor.

**6.7 Disability Access.** Pursuant to the Appropriation, the Grantee should, as part of the Grant Project, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards and committees, make progress toward providing greater access to programs, print publications and digital media for people with disabilities.

**6.8 Regional Use.** The Grantee agrees to develop, operate, and maintain the Park in a manner consistent with the Policy Plan and the park unit's Approved Long-Range Plan, including allowing use of the Park by all persons in the region. The Grantee further agrees that it will not adopt any rules or restrictions hindering or affecting regional use of the Park including, but not limited to, imposing higher fees for non-residents without the express written consent of the Council, either during the Grant Project Activity Period or for a period of twenty (20) years following.

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# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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**19.1 Measurable Outcomes.** As provided in Minn. Stat. § 85.53, the Grant Project must include Measurable Outcomes as defined in Minn. Stat. § 3.303, subd. 10. The Measurable Outcomes must include a plan for measuring and evaluating the results and an assessment of whether the funding celebrates cultural diversity or reaches diverse communities in Minnesota, including reaching low- and moderate-income households. The Grantee shall collect and report on information on the predetermined outcomes during the Grant Project Activity Period. The Grant Program must be consistent with current science and incorporate state-of-the-art technology, except if the Project is a portrayal or restoration of historical significance.

**19.2 Minnesota Conservation Corps.** The Grantee shall give consideration to contracting with the Minnesota Conservation Corps for contract restoration, maintenance, and other activities.

**19.3 Logo.** The Grantee must display a sign on lands and capital improvements purchased, restored, or protected with money from the P&T Fund that includes the logo developed by the Minnesota Board of the Arts to identify it as a project funded with money from the vote of the people of Minnesota on November 4, 2008. The Grantee shall also display, where practicable, a sign with the logo on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from the parks and trails fund.

**19.4 Website.** Pursuant to Minn. Stat. Section 85.53, the Grantee shall, when practicable, prominently display on the Grantee's Website home page the P&T Fund logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the P&T Fund logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**19.5 Grant Contact.** Pursuant to Minn. Stat. § 16B.98, the Grantee must clearly post on the Grantee's website the names of, and contact information for, the organization's leadership and the employee or other person who directly manages and oversees the grant for the Grantee.

**19.6 Future Funding.** Future eligibility for money from the P&T Fund is contingent upon the Grantee satisfying all applicable requirements in this section, as well as any additional requirements contained in applicable session laws.

**19.7 Constitution.** The Grantee must comply with the Minnesota Constitution, article XI, section 15.

**19.8 Publicity.** Any publicity regarding the Grant must identify the Council as the sponsoring agency and must not be released without prior written approval from the Council's Authorized Representative. For the purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

**19.9 Endorsement.** The Grantee must not claim that the Council endorses its products or services.

*[The remainder of this page has been left intentionally blank]*

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date.

### RAMSEY COUNTY

By: \_\_\_\_\_  
Rafael Ortega  
Its: Chair

Date: \_\_\_\_\_ Date: \_\_\_\_\_

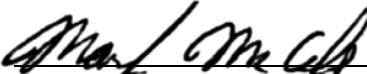
### METROPOLITAN COUNCIL

By: \_\_\_\_\_  
LisaBeth Barajas, Executive Director  
Community Development Division

By: \_\_\_\_\_  
Jason Yang  
Its: Chief Clerk

Date: \_\_\_\_\_

Approval Recommended:

By:   
Mark McCabe  
Its: Director of Parks and Recreation

Date: 01/02/2026

**Approved as to form**

By:   
Kathleen Ritter  
Its: Assistant County Attorney  
Date: 1-2-26

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

## ATTACHMENT A

### Regional Parks Grant Project Summary

<b>Grant #</b>	<b>SG-26P4-06-03</b>
<b>Funding Type:</b>	Park and Trails Legacy Fund (Construction or Programming)
<b>Grantee:</b>	Ramsey County
<b>Project Name:</b>	Conservation Corps Youth Outdoors Program
<b>Regional Park or Trail:</b>	Jurisdiction-wide
<b>City:</b>	Numerous
<b>County:</b>	Ramsey

### Project Detail and Measurable Outcomes

Project Description	Continue contracts with the Conservation Corps of Minnesota (CCM) to engage youth of the community in natural resource management projects throughout Ramsey County Regional Parks & Trails.
Project Goal	Habitat restoration, outdoor education and projects for high school youth.
Strategic Direction	Connect people and the outdoors
Outcome Measure	Number of youth participants, number of projects completed, number of hours completed by youth and CCM members.
Plan to Measure and Evaluate Results	Obtain data from Conservation Corps regarding the Ramsey County team. Track the projects and hours performed with internal supervisors.
Assessment of Cultural Diversity	N/A
Project Budget	Total - \$120,000.00
External Professional Services	\$120,000.00
Internal Professional Services	\$0.00
Construction	\$0.00

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

### ATTACHMENT B

#### MMB Guidance

[https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20F eb%209%202017\\_tcm1059-282041.pdf](https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20F eb%209%202017_tcm1059-282041.pdf)

“In MMB’s view, the “direct and necessary” requirement is intended to promote efficient and effective use of legacy fund dollars: The language clearly implies the need for agencies to document and defend their legacy fund expenditure as needed, reasonable, consistently applied, and rationally allocated.” (linked here)

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County	GRANT NO. SG-26P4-06-04
<b>GRANT PROJECT: Jurisdiction-Wide – Outreach Programming</b> - See Grant Project Summary attached hereto as <b>Attachment A</b>	
<b>TOTAL GRANT AMOUNT:</b> \$75,000.00	<b>STATE FISCAL YEAR 2026:</b> \$75,000.00
<b>STATE FISCAL YEAR:</b> 2026	
<b>APPROPRIATION:</b> Minnesota Laws 2025, Regular Session Chapter 36, Article 3, Section 4	
<b>EFFECTIVE DATE:</b> Date agreement has been fully executed by both parties.	
<b>GRANT PROJECT ACTIVITY PERIOD:</b> July 1, 2025 to June 30, 2029	
<b>COUNCIL AUTHORIZED REPRESENTATIVE:</b> Erin Acton, Parks Grants Administrator (erin.acton@metc.state.mn.us)	
<b>COUNCIL ACTION:</b> September 10, 2025	<b>BUSINESS ITEM:</b> 2025-194 JT
<b>EXPIRATION DATE:</b> June 30, 2029	

## GRANT AGREEMENT

**THIS GRANT AGREEMENT** (“Agreement”) is made and entered into on the Effective Date by and between the Metropolitan Council (“Council”) and the Regional Park Implementing Agency identified above as the “Grantee.”

## RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2025, Regular Session, Chapter 36, Article 3, Section 4 appropriated funds for State Fiscal Year 2026 and 2027 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “P&T Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.
2. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council’s 2050 Regional Park Policy Plan.
3. The Grantee sought funding from the Council for its Grant Project from the appropriation and presentation of proposed project list to the Metropolitan Parks and Open Space

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Commission from the regional park implementing agencies. The Grant Project Summary is attached hereto as **Attachment A**.

4. Minn. Stat. § 85.53, subd. 3 authorizes the Grantee to receive grants from the P&T Fund to support parks and trails of regional significance.
5. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on Page 1.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Grant Project Activity Period.

**NOW THEREFORE**, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

## 1. **Definition of Terms.**

The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- A. ***Approved Long-Range Plan.*** “Approved Long-Range Plan” means the long-range plan for the Park required and approved by the Council.
- B. ***Council Action.*** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded P&T Funds.
- C. ***Effective Date:*** “Effective Date” means the date this Agreement is fully executed by both parties. Pursuant to Minn. Stat. §16B98, Subd. 7, no payments can be made to the Grantee until this Agreement is fully executed.
- D. ***Eligible Costs:*** “Eligible Costs” means and is limited to the Use of Funds described in Attachment A.
- E. ***Grant Project Activity Period.*** “Grant Project Activity Period” is identified on Page 1 of this Agreement.
- F. ***Grant Project Summary.*** “Grant Project Summary” identifies the Grant Project activities and is attached hereto as **Attachment A**.
- G. ***Measurable Outcomes.*** “Measurable Outcomes” means outcomes, indicators, or other performance measures that may be quantified or otherwise measured to measure the effectiveness of a project or program in meeting its intended goal or purpose.
- H. ***Park.*** “Park” means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
- I. ***Policy Plan.*** “Policy Plan” means the Council’s 2040 Regional Parks Policy Plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
- J. ***Reimbursement.*** “Reimbursement” means the Grantee will expend its own funds and provide to the Council acceptable documentation that the expenditure has been made before seeking payment under this agreement for the expenditure.
- K. ***Site Monitoring.*** “Site Monitoring” means the Council’s review of the Grant Project and records pursuant to Minn. Stat. § 16B.98.

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

L. ***Small Disadvantaged Businesses.*** “Small Disadvantaged Businesses” means small Minnesota-based businesses that are certified as Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGBs), and/or Veteran-Owned Businesses.

## 2. **Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract agreement: 11. Liability; 12. Audits; 13. Government Data Practices; 16. Governing Law, Jurisdiction, and Venue; 19.7 Publicity; and 19.8 Endorsement.

## 3. **Grantee’s Duties or Grant Project.**

The Appropriation requires that monies distributed to implementing agencies can only be used to fund those projects that have been approved by the implementing agency’s elected representatives. By signing this Agreement, the Grantee certifies to the Council that the Grant Project defined herein is on the approved list of projects that has been approved by its elected representatives. The Grantee further certifies that the Grant Project and Total Grant Amount are substantially consistent with the project descriptions and dollar amounts approved by its elected representatives.

The Grantee will perform the Grant Project listed on Page 1 during the Grant Project Activity Period identified on Page 1.

## 4. **Time.**

The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

## 5. **Eligible Costs.**

**5.1 Eligible Costs.** Eligible costs are those costs *directly* incurred by the Grantee for Grant Project activities and budget outlined in **Attachment A** taking place during the Grant Project Activity Period that are *solely related* to and necessary for the completion of the Grant Project. Grant funds shall only be spent in accordance with Minnesota Management and Budget’s (“MMB”) Guidance to Agencies on Legacy Fund Expenditures, which is attached hereto as **Attachment B**. This Agreement must be implemented according to Minn. Stat. § 16B.98 and must account for all expenditures.

**5.2 Ineligible Costs.** The Grantee shall not be reimbursed for in-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Project or approved in writing by the Council is a non-eligible cost. Grant funds may not be used for costs of Project activities that occurred prior to the start of the grant project activity period.

**5.3 Traditional Sources of Funding.** Pursuant to the Appropriation, the Grantee must ensure that the P&T Funds are used to supplement and not substitute for traditional sources of funding.

## 6. **Grant Amount, Payment and Use.**

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**6.1    Grant Amount.** The Council will reimburse the Grantee for eligible costs during the Grant Project Activity Period of up to the Grant Amount identified on Page 1. This amount is granted for the purpose of performing the Grant Project. In no event will the Council's obligation under this agreement exceed the total grant amount. The Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the performance of the Grant Project. Notwithstanding anything to the contrary in this agreement, the payment of P&T Fund grant proceeds shall be made by the Council within the time frames specified in this agreement only if the Council has adequate P&T Funds on hand at the time that payment is due.

**6.2    Reimbursement Requests and Documentation.** The Council will disburse grant funds in response to a written or electronic payment request submitted by the Grantee to the Council and reviewed and approved by the Council's Authorized Representative. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment requests and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement or a "cost incurred" basis. Payment requests must include the specific Grant Project activities conducted or completed during the authorized time-period. Payment requests must include documentation supporting expenses including consultant/contractor invoices showing the time-period covered by the invoice; proof or verification of payment of the invoice, and other supporting documents as the Council deems appropriate.

**6.3    Conditions of Payment.** All services provided by the Grantee under this Agreement must be performed to the Council's satisfaction, as determined at the sole discretion of the Council's Authorized Representative and in accordance with all applicable federal, Council, and local laws, ordinances, rules, and regulations. The Council will hold the final Grant payment until it receives the completed final project report as referenced in Section 8.2.

**6.4    Repayment of Unauthorized Use of Grant Funds.** Upon a finding by the Council or the state that Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council. Additionally, if the Grantee is in breach of the requirements of this Agreement, including Minn. Stat. § 16B.98 and MMB's Guidance, the Council may, in its sole discretion, withhold future grants to the Grantee until the breach is cured.

**6.5    Contracting and Bidding Requirements.** Grantee is expected to follow the contracting and bidding requirements of Minn. Stat. §471.345 and §§177.41 through 177.44 (prevailing wage), if applicable. Grantee may not contract with vendors that are either suspended or debarred in Minnesota:

<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

**6.6    Non-Eligibility.** If the Office of the Legislative Auditor, in the course of an audit or investigation, publicly reports that Grantee has not complied with the Appropriation or

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

any law, rule, or regulation applicable to the Grantee, the Grantee will be listed in an annual report to the legislative committees with jurisdiction over the P & T Fund. The list must be publicly available. The legislative auditor will remove the Grantee from the list upon determination that it is in compliance. The Grantee on said list is not eligible for future funding from the P&T Fund until the recipient demonstrates compliance to the legislative auditor.

**6.7 Disability Access.** Pursuant to the Appropriation, the Grantee should, as part of the Grant Project, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards and committees, make progress toward providing greater access to programs, print publications and digital media for people with disabilities.

**6.8 Regional Use.** The Grantee agrees to develop, operate, and maintain the Park in a manner consistent with the Policy Plan and the park unit's Approved Long-Range Plan, including allowing use of the Park by all persons in the region. The Grantee further agrees that it will not adopt any rules or restrictions hindering or affecting regional use of the Park including, but not limited to, imposing higher fees for non-residents without the express written consent of the Council, either during the Grant Project Activity Period or for a period of twenty (20) years following.

## 7. Accounting, Record-keeping and Site Monitoring.

**7.1 Accounting and Record-Keeping.** The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail that will accurately reflect the total cost of the Grant Project. The Grantee shall use generally accepted accounting principles. Pursuant to Minn. Stat. § 16B.98, all records shall be retained for at least six (6) years after the issuance of the final certificate of acceptance by the Council, or such shorter period as may be specified in writing by the Council at the expiration of the Grant Project Activity Period.

**7.2 Site Monitoring.** Pursuant to Minn. Stat. § 16B.98, subd. 6, the Council shall monitor Grant Project activities and records.

## 8. Reporting and Grant Closeout.

**8.1 Semi-Annual Reporting during the Grant Project Activity Period.** Grantee must submit cash flow and semi-annual progress reports to the Council by July 31 and January 31 of each year while the grant agreement is active. In the cash flow report, the Grantee shall describe the current project spending and projected spending for the periods defined in the report template. The progress report shall include the construction, programming and/or consulting activities taken during the reporting period. The Grantee shall provide sufficient documentation for information the Council reasonably requests.

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**8.2 Final Report and Closeout.** Prior to the final reimbursement, the Grantee shall submit to the Council a final project report that provides the completed project results as detailed in the initial measurable outcomes, and in the plan to measure and evaluate the outcomes as referenced in Section 19.1. The Grantee must submit the closeout requirements in a format determined by the Council providing the total Grant Project receipts and expenditures, summarizing all Grant Project activities, and containing a certification by the Grantee's authorized financial representative (e.g.: CFO, Financial Director) that all grant funds were expended in accordance with this Agreement.

## 9. Changes in Grant Project and Amendments.

**9.1 Changes in Grant Project.** Projects funded by the Appropriation must be substantially consistent in both scope and budget with the approved project description provided in the application. Changes to the Grant Project in either scope or budget shall require an amendment. Failure to inform the Council of any significant changes to the Grant Project or significant changes to grant-funded components of the Grant Project and any use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future P&T funding.

**9.2 Amendments.** The terms of this Agreement may be changed by mutual agreement of the parties if the changes are consistent in both scope and budget with the approved project description provided in the application. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee. Grant funds for the changed Project will not be disbursed prior to execution of an amendment. If the Grantee needs additional time within which to complete the Grant Project, the Grantee must submit to the Council a written extension request AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE. The combined Grant Agreement with amendments must not exceed five years. Pursuant to Minnesota Laws 2023, Chapter 40, Article 3, Section 2, subd. 2, if the Grant Project receives federal funds, the time-period of the Appropriation shall extend to match or equal the availability of federal funding.

## 10. Assignment, Waiver, and Agreement Complete.

**10.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Council and a fully executed Assignment Agreement.

**10.2 Waiver.** If the Council fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

**10.3 Agreement Complete.** This Agreement contains all negotiations and agreements between the Council and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

## **11. Liability.**

The Grantee must indemnify, save, and hold the Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Council, arising from the performance of this Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the Council's failure to fulfill its obligations under this Agreement.

## **12. Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

## **13. Government Data Practices.**

The Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, as it applies to all data provided by the Council under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Council.

## **14. Workers Compensation.**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Council employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Council's obligation or responsibility.

## **15. Data Availability.**

Grantee must comply with Minn. Stat. § 85.53, subd. 4, requirements for data collected by projects funded with money from the P&T Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments.

## **16. Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **17. Termination.**

The Council may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

### **18. Use of Small Disadvantaged Businesses.**

The Council maintains a list of Small Disadvantaged Businesses that the Grantee and its contractors are encouraged to use. This list and technical assistance are available through the Council's Office of Equal Opportunity at <http://mcub.metc.state.mn.us>. The Grantee and its contractors are also encouraged to use Small Disadvantaged Businesses that are certified through other government programs. The Council expects the Grantee and Grantee's contractors to make reasonable efforts to solicit and include Small Disadvantaged Businesses in economic activities that arise from the Grantee's use of grant funds.

### **19. Miscellaneous.**

**19.1 Measurable Outcomes.** As provided in Minn. Stat. § 85.53, the Grant Project must include Measurable Outcomes as defined in Minn. Stat. § 3.303, subd. 10. The Measurable Outcomes must include a plan for measuring and evaluating the results and an assessment of whether the funding celebrates cultural diversity or reaches diverse communities in Minnesota, including reaching low- and moderate-income households. The Grantee shall collect and report on information on the predetermined outcomes during the Grant Project Activity Period. The Grant Program must be consistent with current science and incorporate state-of-the-art technology, except if the Project is a portrayal or restoration of historical significance.

**19.2 Minnesota Conservation Corps.** The Grantee shall give consideration to contracting with the Minnesota Conservation Corps for contract restoration, maintenance, and other activities.

**19.3 Logo.** The Grantee must display a sign on lands and capital improvements purchased, restored, or protected with money from the P&T Fund that includes the logo developed by the Minnesota Board of the Arts to identify it as a project funded with money from the vote of the people of Minnesota on November 4, 2008. The Grantee shall also display, where practicable, a sign with the logo on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from the parks and trails fund.

**19.4 Website.** Pursuant to Minn. Stat. Section 85.53, the Grantee shall, when practicable, prominently display on the Grantee's Website home page the P&T Fund logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the P&T Fund logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**19.5 Grant Contact.** Pursuant to Minn. Stat. § 16B.98, the Grantee must clearly post on the Grantee's website the names of, and contact information for, the organization's leadership and the employee or other person who directly manages and oversees the grant for the Grantee.

**19.6 Future Funding.** Future eligibility for money from the P&T Fund is contingent upon the Grantee satisfying all applicable requirements in this section, as well as any additional requirements contained in applicable session laws.

**19.7 Constitution.** The Grantee must comply with the Minnesota Constitution, article XI, section 15.

**19.8 Publicity.** Any publicity regarding the Grant must identify the Council as the sponsoring agency and must not be released without prior written approval from the Council's Authorized Representative. For the purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

**19.9 Endorsement.** The Grantee must not claim that the Council endorses its products or services.

*[The remainder of this page has been left intentionally blank]*

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date.

## RAMSEY COUNTY

By: \_\_\_\_\_  
Rafael Ortega  
Its: Chair

Date: \_\_\_\_\_

## METROPOLITAN COUNCIL

By: \_\_\_\_\_  
LisaBeth Barajas, Executive Director  
Community Development Division

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jason Yang  
Its: Chief Clerk

Date: \_\_\_\_\_

Approval Recommended:

By:   
Mark McCabe  
Its: Director of Parks and Recreation

Date: 01.02.2026

**Approved as to form**

By:   
Kathleen Ritter  
Its: Assistant County Attorney  
Date: 1-2-26

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

## ATTACHMENT A

### Regional Parks Grant Project Summary

<b>Grant #</b>	<b>SG-26P4-06-04</b>
<b>Funding Type:</b>	Park and Trails Legacy Fund (Construction or Programming)
<b>Grantee:</b>	Ramsey County
<b>Project Name:</b>	Outreach Programming
<b>Regional Park or Trail:</b>	Jurisdiction-wide
<b>City:</b>	Numerous
<b>County:</b>	Ramsey

### Project Detail and Measurable Outcomes

Project Description	Continue to support outreach and outdoor recreation based programming for people of color and low-income users throughout the Ramsey County Regional Parks & Trails system.
Project Goal	Engage youth and adults in outdoor recreation activities that can bridge their connection to regional parks and trails.
Strategic Direction	Connect people and the outdoors
Outcome Measure	Number of programs, number of participants, number of participants of color.
Plan to Measure and Evaluate Results	Utilize Surveys, registration data, and Ramsey County program data.
Assessment of Cultural Diversity	The overall purpose of the grant is to celebrate cultural diversity and reach diverse communities. This is accomplished through marketing strategies aimed at communities of color, specific targeted outreach, such as direct connection with organizations like Ujaama Place and Hmong American Partnership, and providing programs to bring people to the parks. Advertising and outreach is also conducted in the parks to help current users develop new skills to participate in the regional park system.
Project Budget	Total - \$75,000.00
External Professional Services	\$0.00
Internal Professional Services	\$75,000.00
Construction	\$0.00

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

### ATTACHMENT B

#### MMB Guidance

[https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20F eb%209%202017\\_tcm1059-282041.pdf](https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20F eb%209%202017_tcm1059-282041.pdf)

“In MMB’s view, the “direct and necessary” requirement is intended to promote efficient and effective use of legacy fund dollars: The language clearly implies the need for agencies to document and defend their legacy fund expenditure as needed, reasonable, consistently applied, and rationally allocated.” (linked here)

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County	GRANT NO. SG-26P4-06-05
<b>GRANT PROJECT:</b> Jurisdiction-Wide – Sign Implementation - See Grant Project Summary attached hereto as Attachment A	
<b>TOTAL GRANT AMOUNT:</b> \$100,000.00	
<b>STATE FISCAL YEAR 2026:</b> \$100,000.00	<b>STATE FISCAL YEAR:</b> 2026
<b>APPROPRIATION:</b> Minnesota Laws 2025, Regular Session Chapter 36, Article 3, Section 4	
<b>EFFECTIVE DATE:</b> Date agreement has been fully executed by both parties.	
<b>GRANT PROJECT ACTIVITY PERIOD:</b> July 1, 2025 to June 30, 2029	
<b>COUNCIL AUTHORIZED REPRESENTATIVE:</b> Erin Acton, Parks Grants Administrator (erin.acton@metc.state.mn.us)	
<b>COUNCIL ACTION:</b> September 10, 2025	<b>BUSINESS ITEM:</b> 2025-194 JT
<b>EXPIRATION DATE:</b> June 30, 2029	

## GRANT AGREEMENT

**THIS GRANT AGREEMENT** (“Agreement”) is made and entered into on the Effective Date by and between the Metropolitan Council (“Council”) and the Regional Park Implementing Agency identified above as the “Grantee.”

## RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2025, Regular Session, Chapter 36, Article 3, Section 4 appropriated funds for State Fiscal Year 2026 and 2027 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “P&T Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.
2. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council’s 2050 Regional Park Policy Plan.
3. The Grantee sought funding from the Council for its Grant Project from the appropriation and presentation of proposed project list to the Metropolitan Parks and Open Space

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Commission from the regional park implementing agencies. The Grant Project Summary is attached hereto as **Attachment A**.

4. Minn. Stat. § 85.53, subd. 3 authorizes the Grantee to receive grants from the P&T Fund to support parks and trails of regional significance.
5. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on Page 1.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Grant Project Activity Period.

**NOW THEREFORE**, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

## 1. **Definition of Terms.**

The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- A. ***Approved Long-Range Plan.*** “Approved Long-Range Plan” means the long-range plan for the Park required and approved by the Council.
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- E. ***Grant Project Activity Period.*** “Grant Project Activity Period” is identified on Page 1 of this Agreement.
- F. ***Grant Project Summary.*** “Grant Project Summary” identifies the Grant Project activities and is attached hereto as **Attachment A**.
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- H. ***Park.*** “Park” means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
- I. ***Policy Plan.*** “Policy Plan” means the Council’s 2040 Regional Parks Policy Plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
- J. ***Reimbursement.*** “Reimbursement” means the Grantee will expend its own funds and provide to the Council acceptable documentation that the expenditure has been made before seeking payment under this agreement for the expenditure.
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# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

L. ***Small Disadvantaged Businesses.*** “Small Disadvantaged Businesses” means small Minnesota-based businesses that are certified as Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGBs), and/or Veteran-Owned Businesses.

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The Grantee will perform the Grant Project listed on Page 1 during the Grant Project Activity Period identified on Page 1.

## 4. **Time.**

The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

## 5. **Eligible Costs.**

**5.1 Eligible Costs.** Eligible costs are those costs *directly* incurred by the Grantee for Grant Project activities and budget outlined in **Attachment A** taking place during the Grant Project Activity Period that are *solely related* to and necessary for the completion of the Grant Project. Grant funds shall only be spent in accordance with Minnesota Management and Budget’s (“MMB”) Guidance to Agencies on Legacy Fund Expenditures, which is attached hereto as **Attachment B**. This Agreement must be implemented according to Minn. Stat. § 16B.98 and must account for all expenditures.

**5.2 Ineligible Costs.** The Grantee shall not be reimbursed for in-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Project or approved in writing by the Council is a non-eligible cost. Grant funds may not be used for costs of Project activities that occurred prior to the start of the grant project activity period.

**5.3 Traditional Sources of Funding.** Pursuant to the Appropriation, the Grantee must ensure that the P&T Funds are used to supplement and not substitute for traditional sources of funding.

## 6. **Grant Amount, Payment and Use.**

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**6.1    Grant Amount.** The Council will reimburse the Grantee for eligible costs during the Grant Project Activity Period of up to the Grant Amount identified on Page 1. This amount is granted for the purpose of performing the Grant Project. In no event will the Council's obligation under this agreement exceed the total grant amount. The Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the performance of the Grant Project. Notwithstanding anything to the contrary in this agreement, the payment of P&T Fund grant proceeds shall be made by the Council within the time frames specified in this agreement only if the Council has adequate P&T Funds on hand at the time that payment is due.

**6.2    Reimbursement Requests and Documentation.** The Council will disburse grant funds in response to a written or electronic payment request submitted by the Grantee to the Council and reviewed and approved by the Council's Authorized Representative. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment requests and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement or a "cost incurred" basis. Payment requests must include the specific Grant Project activities conducted or completed during the authorized time-period. Payment requests must include documentation supporting expenses including consultant/contractor invoices showing the time-period covered by the invoice; proof or verification of payment of the invoice, and other supporting documents as the Council deems appropriate.

**6.3    Conditions of Payment.** All services provided by the Grantee under this Agreement must be performed to the Council's satisfaction, as determined at the sole discretion of the Council's Authorized Representative and in accordance with all applicable federal, Council, and local laws, ordinances, rules, and regulations. The Council will hold the final Grant payment until it receives the completed final project report as referenced in Section 8.2.

**6.4    Repayment of Unauthorized Use of Grant Funds.** Upon a finding by the Council or the state that Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council. Additionally, if the Grantee is in breach of the requirements of this Agreement, including Minn. Stat. § 16B.98 and MMB's Guidance, the Council may, in its sole discretion, withhold future grants to the Grantee until the breach is cured.

**6.5    Contracting and Bidding Requirements.** Grantee is expected to follow the contracting and bidding requirements of Minn. Stat. §471.345 and §§177.41 through 177.44 (prevailing wage), if applicable. Grantee may not contract with vendors that are either suspended or debarred in Minnesota:

<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

**6.6    Non-Eligibility.** If the Office of the Legislative Auditor, in the course of an audit or investigation, publicly reports that Grantee has not complied with the Appropriation or

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

any law, rule, or regulation applicable to the Grantee, the Grantee will be listed in an annual report to the legislative committees with jurisdiction over the P & T Fund. The list must be publicly available. The legislative auditor will remove the Grantee from the list upon determination that it is in compliance. The Grantee on said list is not eligible for future funding from the P&T Fund until the recipient demonstrates compliance to the legislative auditor.

**6.7 Disability Access.** Pursuant to the Appropriation, the Grantee should, as part of the Grant Project, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards and committees, make progress toward providing greater access to programs, print publications and digital media for people with disabilities.

**6.8 Regional Use.** The Grantee agrees to develop, operate, and maintain the Park in a manner consistent with the Policy Plan and the park unit's Approved Long-Range Plan, including allowing use of the Park by all persons in the region. The Grantee further agrees that it will not adopt any rules or restrictions hindering or affecting regional use of the Park including, but not limited to, imposing higher fees for non-residents without the express written consent of the Council, either during the Grant Project Activity Period or for a period of twenty (20) years following.

## 7. Accounting, Record-keeping and Site Monitoring.

**7.1 Accounting and Record-Keeping.** The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail that will accurately reflect the total cost of the Grant Project. The Grantee shall use generally accepted accounting principles. Pursuant to Minn. Stat. § 16B.98, all records shall be retained for at least six (6) years after the issuance of the final certificate of acceptance by the Council, or such shorter period as may be specified in writing by the Council at the expiration of the Grant Project Activity Period.

**7.2 Site Monitoring.** Pursuant to Minn. Stat. § 16B.98, subd. 6, the Council shall monitor Grant Project activities and records.

## 8. Reporting and Grant Closeout.

**8.1 Semi-Annual Reporting during the Grant Project Activity Period.** Grantee must submit cash flow and semi-annual progress reports to the Council by July 31 and January 31 of each year while the grant agreement is active. In the cash flow report, the Grantee shall describe the current project spending and projected spending for the periods defined in the report template. The progress report shall include the construction, programming and/or consulting activities taken during the reporting period. The Grantee shall provide sufficient documentation for information the Council reasonably requests.

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**8.2 Final Report and Closeout.** Prior to the final reimbursement, the Grantee shall submit to the Council a final project report that provides the completed project results as detailed in the initial measurable outcomes, and in the plan to measure and evaluate the outcomes as referenced in Section 19.1. The Grantee must submit the closeout requirements in a format determined by the Council providing the total Grant Project receipts and expenditures, summarizing all Grant Project activities, and containing a certification by the Grantee's authorized financial representative (e.g.: CFO, Financial Director) that all grant funds were expended in accordance with this Agreement.

## 9. Changes in Grant Project and Amendments.

**9.1 Changes in Grant Project.** Projects funded by the Appropriation must be substantially consistent in both scope and budget with the approved project description provided in the application. Changes to the Grant Project in either scope or budget shall require an amendment. Failure to inform the Council of any significant changes to the Grant Project or significant changes to grant-funded components of the Grant Project and any use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future P&T funding.

**9.2 Amendments.** The terms of this Agreement may be changed by mutual agreement of the parties if the changes are consistent in both scope and budget with the approved project description provided in the application. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee. Grant funds for the changed Project will not be disbursed prior to execution of an amendment. If the Grantee needs additional time within which to complete the Grant Project, the Grantee must submit to the Council a written extension request AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE. The combined Grant Agreement with amendments must not exceed five years. Pursuant to Minnesota Laws 2023, Chapter 40, Article 3, Section 2, subd. 2, if the Grant Project receives federal funds, the time-period of the Appropriation shall extend to match or equal the availability of federal funding.

## 10. Assignment, Waiver, and Agreement Complete.

**10.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Council and a fully executed Assignment Agreement.

**10.2 Waiver.** If the Council fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

**10.3 Agreement Complete.** This Agreement contains all negotiations and agreements between the Council and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

## **11. Liability.**

The Grantee must indemnify, save, and hold the Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Council, arising from the performance of this Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the Council's failure to fulfill its obligations under this Agreement.

## **12. Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

## **13. Government Data Practices.**

The Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, as it applies to all data provided by the Council under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Council.

## **14. Workers Compensation.**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Council employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Council's obligation or responsibility.

## **15. Data Availability.**

Grantee must comply with Minn. Stat. § 85.53, subd. 4, requirements for data collected by projects funded with money from the P&T Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments.

## **16. Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **17. Termination.**

The Council may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

### **18. Use of Small Disadvantaged Businesses.**

The Council maintains a list of Small Disadvantaged Businesses that the Grantee and its contractors are encouraged to use. This list and technical assistance are available through the Council's Office of Equal Opportunity at <http://mcub.metc.state.mn.us>. The Grantee and its contractors are also encouraged to use Small Disadvantaged Businesses that are certified through other government programs. The Council expects the Grantee and Grantee's contractors to make reasonable efforts to solicit and include Small Disadvantaged Businesses in economic activities that arise from the Grantee's use of grant funds.

### **19. Miscellaneous.**

**19.1 Measurable Outcomes.** As provided in Minn. Stat. § 85.53, the Grant Project must include Measurable Outcomes as defined in Minn. Stat. § 3.303, subd. 10. The Measurable Outcomes must include a plan for measuring and evaluating the results and an assessment of whether the funding celebrates cultural diversity or reaches diverse communities in Minnesota, including reaching low- and moderate-income households. The Grantee shall collect and report on information on the predetermined outcomes during the Grant Project Activity Period. The Grant Program must be consistent with current science and incorporate state-of-the-art technology, except if the Project is a portrayal or restoration of historical significance.

**19.2 Minnesota Conservation Corps.** The Grantee shall give consideration to contracting with the Minnesota Conservation Corps for contract restoration, maintenance, and other activities.

**19.3 Logo.** The Grantee must display a sign on lands and capital improvements purchased, restored, or protected with money from the P&T Fund that includes the logo developed by the Minnesota Board of the Arts to identify it as a project funded with money from the vote of the people of Minnesota on November 4, 2008. The Grantee shall also display, where practicable, a sign with the logo on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from the parks and trails fund.

**19.4 Website.** Pursuant to Minn. Stat. Section 85.53, the Grantee shall, when practicable, prominently display on the Grantee's Website home page the P&T Fund logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the P&T Fund logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**19.5 Grant Contact.** Pursuant to Minn. Stat. § 16B.98, the Grantee must clearly post on the Grantee's website the names of, and contact information for, the organization's leadership and the employee or other person who directly manages and oversees the grant for the Grantee.

**19.6 Future Funding.** Future eligibility for money from the P&T Fund is contingent upon the Grantee satisfying all applicable requirements in this section, as well as any additional requirements contained in applicable session laws.

**19.7 Constitution.** The Grantee must comply with the Minnesota Constitution, article XI, section 15.

**19.8 Publicity.** Any publicity regarding the Grant must identify the Council as the sponsoring agency and must not be released without prior written approval from the Council's Authorized Representative. For the purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

**19.9 Endorsement.** The Grantee must not claim that the Council endorses its products or services.

*[The remainder of this page has been left intentionally blank]*

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date.

### RAMSEY COUNTY

By: \_\_\_\_\_  
Rafael Ortega  
Its: Chair

Date: \_\_\_\_\_

### METROPOLITAN COUNCIL

By: \_\_\_\_\_  
LisaBeth Barajas, Executive Director  
Community Development Division

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jason Yang  
Its: Chief Clerk

Date: \_\_\_\_\_

Approval Recommended:

By: Mark McCabe  
Mark McCabe  
Its: Director of Parks and Recreation

Date: 01.02.2026

**Approved as to form**

By: Kathleen Ritter  
Its: Assistant County Attorney  
Date: 1-2-26

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

## ATTACHMENT A

### Regional Parks Grant Project Summary

<b>Grant #</b>	<b>SG-26P4-06-05</b>
<b>Funding Type:</b>	Park and Trails Legacy Fund (Construction or Programming)
<b>Grantee:</b>	Ramsey County
<b>Project Name:</b>	Sign Implementation
<b>Regional Park or Trail:</b>	Jurisdiction-wide
<b>City:</b>	Numerous
<b>County:</b>	Ramsey

### Project Detail and Measurable Outcomes

Project Description	Design and installation of new regional park signs across multiple regional park and trail facilities.
Project Goal	Replace old and outdated parks signs and implement consistent sign aesthetic across all facilities.
Strategic Direction	Take care of what we have
Outcome Measure	Identification of signs that need to be updated or replaced, identification of areas that need a new sign, number of signs installed.
Plan to Measure and Evaluate Results	Count and report number of updated signs installed.
Assessment of Cultural Diversity	Updates to existing and new pedestrian wayfinding for improved user experience in regional parks and trails makes people feel more welcomed and comfortable navigating parks and recreation facilities.
Project Budget	Total - \$100,000.00
External Professional Services	\$0.00
Internal Professional Services	\$5,000.00
Construction	\$95,000.00

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

### ATTACHMENT B

#### MMB Guidance

[https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20F eb%209%202017\\_tcm1059-282041.pdf](https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20F eb%209%202017_tcm1059-282041.pdf)

“In MMB’s view, the “direct and necessary” requirement is intended to promote efficient and effective use of legacy fund dollars: The language clearly implies the need for agencies to document and defend their legacy fund expenditure as needed, reasonable, consistently applied, and rationally allocated.” (linked here)

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County	GRANT NO. SG-26P4-06-06
<b>GRANT PROJECT: Vadnais-Snail Lakes Regional Park – Trail Enhancement &amp; Site Improvements</b> - See Grant Project Summary attached hereto as <b>Attachment A</b>	
<b>TOTAL GRANT AMOUNT:</b> \$1,510,775.00	
<b>STATE FISCAL YEAR 2026:</b> \$1,510,775.00	<b>STATE FISCAL YEAR:</b> 2026
<b>APPROPRIATION:</b> Minnesota Laws 2025, Regular Session Chapter 36, Article 3, Section 4	
<b>EFFECTIVE DATE:</b> Date agreement has been fully executed by both parties.	
<b>GRANT PROJECT ACTIVITY PERIOD:</b> July 1, 2025 to June 30, 2029	
<b>COUNCIL AUTHORIZED REPRESENTATIVE:</b> Erin Acton, Parks Grants Administrator (erin.acton@metc.state.mn.us)	
<b>COUNCIL ACTION:</b> September 10, 2025	<b>BUSINESS ITEM:</b> 2025-194 JT
<b>EXPIRATION DATE:</b> June 30, 2029	

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# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**6.1    Grant Amount.** The Council will reimburse the Grantee for eligible costs during the Grant Project Activity Period of up to the Grant Amount identified on Page 1. This amount is granted for the purpose of performing the Grant Project. In no event will the Council's obligation under this agreement exceed the total grant amount. The Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the performance of the Grant Project. Notwithstanding anything to the contrary in this agreement, the payment of P&T Fund grant proceeds shall be made by the Council within the time frames specified in this agreement only if the Council has adequate P&T Funds on hand at the time that payment is due.

**6.2    Reimbursement Requests and Documentation.** The Council will disburse grant funds in response to a written or electronic payment request submitted by the Grantee to the Council and reviewed and approved by the Council's Authorized Representative. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment requests and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement or a "cost incurred" basis. Payment requests must include the specific Grant Project activities conducted or completed during the authorized time-period. Payment requests must include documentation supporting expenses including consultant/contractor invoices showing the time-period covered by the invoice; proof or verification of payment of the invoice, and other supporting documents as the Council deems appropriate.

**6.3    Conditions of Payment.** All services provided by the Grantee under this Agreement must be performed to the Council's satisfaction, as determined at the sole discretion of the Council's Authorized Representative and in accordance with all applicable federal, Council, and local laws, ordinances, rules, and regulations. The Council will hold the final Grant payment until it receives the completed final project report as referenced in Section 8.2.

**6.4    Repayment of Unauthorized Use of Grant Funds.** Upon a finding by the Council or the state that Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council. Additionally, if the Grantee is in breach of the requirements of this Agreement, including Minn. Stat. § 16B.98 and MMB's Guidance, the Council may, in its sole discretion, withhold future grants to the Grantee until the breach is cured.

**6.5    Contracting and Bidding Requirements.** Grantee is expected to follow the contracting and bidding requirements of Minn. Stat. §471.345 and §§177.41 through 177.44 (prevailing wage), if applicable. Grantee may not contract with vendors that are either suspended or debarred in Minnesota:

<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

**6.6    Non-Eligibility.** If the Office of the Legislative Auditor, in the course of an audit or investigation, publicly reports that Grantee has not complied with the Appropriation or

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

any law, rule, or regulation applicable to the Grantee, the Grantee will be listed in an annual report to the legislative committees with jurisdiction over the P & T Fund. The list must be publicly available. The legislative auditor will remove the Grantee from the list upon determination that it is in compliance. The Grantee on said list is not eligible for future funding from the P&T Fund until the recipient demonstrates compliance to the legislative auditor.

**6.7 Disability Access.** Pursuant to the Appropriation, the Grantee should, as part of the Grant Project, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards and committees, make progress toward providing greater access to programs, print publications and digital media for people with disabilities.

**6.8 Regional Use.** The Grantee agrees to develop, operate, and maintain the Park in a manner consistent with the Policy Plan and the park unit's Approved Long-Range Plan, including allowing use of the Park by all persons in the region. The Grantee further agrees that it will not adopt any rules or restrictions hindering or affecting regional use of the Park including, but not limited to, imposing higher fees for non-residents without the express written consent of the Council, either during the Grant Project Activity Period or for a period of twenty (20) years following.

## 7. Accounting, Record-keeping and Site Monitoring.

**7.1 Accounting and Record-Keeping.** The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail that will accurately reflect the total cost of the Grant Project. The Grantee shall use generally accepted accounting principles. Pursuant to Minn. Stat. § 16B.98, all records shall be retained for at least six (6) years after the issuance of the final certificate of acceptance by the Council, or such shorter period as may be specified in writing by the Council at the expiration of the Grant Project Activity Period.

**7.2 Site Monitoring.** Pursuant to Minn. Stat. § 16B.98, subd. 6, the Council shall monitor Grant Project activities and records.

## 8. Reporting and Grant Closeout.

**8.1 Semi-Annual Reporting during the Grant Project Activity Period.** Grantee must submit cash flow and semi-annual progress reports to the Council by July 31 and January 31 of each year while the grant agreement is active. In the cash flow report, the Grantee shall describe the current project spending and projected spending for the periods defined in the report template. The progress report shall include the construction, programming and/or consulting activities taken during the reporting period. The Grantee shall provide sufficient documentation for information the Council reasonably requests.

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**8.2 Final Report and Closeout.** Prior to the final reimbursement, the Grantee shall submit to the Council a final project report that provides the completed project results as detailed in the initial measurable outcomes, and in the plan to measure and evaluate the outcomes as referenced in Section 19.1. The Grantee must submit the closeout requirements in a format determined by the Council providing the total Grant Project receipts and expenditures, summarizing all Grant Project activities, and containing a certification by the Grantee's authorized financial representative (e.g.: CFO, Financial Director) that all grant funds were expended in accordance with this Agreement.

## 9. Changes in Grant Project and Amendments.

**9.1 Changes in Grant Project.** Projects funded by the Appropriation must be substantially consistent in both scope and budget with the approved project description provided in the application. Changes to the Grant Project in either scope or budget shall require an amendment. Failure to inform the Council of any significant changes to the Grant Project or significant changes to grant-funded components of the Grant Project and any use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future P&T funding.

**9.2 Amendments.** The terms of this Agreement may be changed by mutual agreement of the parties if the changes are consistent in both scope and budget with the approved project description provided in the application. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee. Grant funds for the changed Project will not be disbursed prior to execution of an amendment. If the Grantee needs additional time within which to complete the Grant Project, the Grantee must submit to the Council a written extension request AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE. The combined Grant Agreement with amendments must not exceed five years. Pursuant to Minnesota Laws 2023, Chapter 40, Article 3, Section 2, subd. 2, if the Grant Project receives federal funds, the time-period of the Appropriation shall extend to match or equal the availability of federal funding.

## 10. Assignment, Waiver, and Agreement Complete.

**10.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Council and a fully executed Assignment Agreement.

**10.2 Waiver.** If the Council fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

**10.3 Agreement Complete.** This Agreement contains all negotiations and agreements between the Council and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

## **11. Liability.**

The Grantee must indemnify, save, and hold the Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Council, arising from the performance of this Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the Council's failure to fulfill its obligations under this Agreement.

## **12. Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

## **13. Government Data Practices.**

The Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, as it applies to all data provided by the Council under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Council.

## **14. Workers Compensation.**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Council employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Council's obligation or responsibility.

## **15. Data Availability.**

Grantee must comply with Minn. Stat. § 85.53, subd. 4, requirements for data collected by projects funded with money from the P&T Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments.

## **16. Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **17. Termination.**

The Council may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

### **18. Use of Small Disadvantaged Businesses.**

The Council maintains a list of Small Disadvantaged Businesses that the Grantee and its contractors are encouraged to use. This list and technical assistance are available through the Council's Office of Equal Opportunity at <http://mcub.metc.state.mn.us>. The Grantee and its contractors are also encouraged to use Small Disadvantaged Businesses that are certified through other government programs. The Council expects the Grantee and Grantee's contractors to make reasonable efforts to solicit and include Small Disadvantaged Businesses in economic activities that arise from the Grantee's use of grant funds.

### **19. Miscellaneous.**

**19.1 Measurable Outcomes.** As provided in Minn. Stat. § 85.53, the Grant Project must include Measurable Outcomes as defined in Minn. Stat. § 3.303, subd. 10. The Measurable Outcomes must include a plan for measuring and evaluating the results and an assessment of whether the funding celebrates cultural diversity or reaches diverse communities in Minnesota, including reaching low- and moderate-income households. The Grantee shall collect and report on information on the predetermined outcomes during the Grant Project Activity Period. The Grant Program must be consistent with current science and incorporate state-of-the-art technology, except if the Project is a portrayal or restoration of historical significance.

**19.2 Minnesota Conservation Corps.** The Grantee shall give consideration to contracting with the Minnesota Conservation Corps for contract restoration, maintenance, and other activities.

**19.3 Logo.** The Grantee must display a sign on lands and capital improvements purchased, restored, or protected with money from the P&T Fund that includes the logo developed by the Minnesota Board of the Arts to identify it as a project funded with money from the vote of the people of Minnesota on November 4, 2008. The Grantee shall also display, where practicable, a sign with the logo on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from the parks and trails fund.

**19.4 Website.** Pursuant to Minn. Stat. Section 85.53, the Grantee shall, when practicable, prominently display on the Grantee's Website home page the P&T Fund logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the P&T Fund logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**19.5 Grant Contact.** Pursuant to Minn. Stat. § 16B.98, the Grantee must clearly post on the Grantee's website the names of, and contact information for, the organization's leadership and the employee or other person who directly manages and oversees the grant for the Grantee.

**19.6 Future Funding.** Future eligibility for money from the P&T Fund is contingent upon the Grantee satisfying all applicable requirements in this section, as well as any additional requirements contained in applicable session laws.

**19.7 Constitution.** The Grantee must comply with the Minnesota Constitution, article XI, section 15.

**19.8 Publicity.** Any publicity regarding the Grant must identify the Council as the sponsoring agency and must not be released without prior written approval from the Council's Authorized Representative. For the purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

**19.9 Endorsement.** The Grantee must not claim that the Council endorses its products or services.

*[The remainder of this page has been left intentionally blank]*

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date.

## RAMSEY COUNTY

By: \_\_\_\_\_  
Rafael Ortega  
Its: Chair

Date: \_\_\_\_\_

## METROPOLITAN COUNCIL

By: \_\_\_\_\_  
LisaBeth Barajas, Executive Director  
Community Development Division

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jason Yang  
Its: Chief Clerk

Date: \_\_\_\_\_

Approval Recommended:

By: Mark McCabe  
Mark McCabe  
Its: Director of Parks and Recreation

Date: 01.02.2026

**Approved as to form**

By: Kathleen Ritter  
Its: Assistant County Attorney  
Date: 1-2-26

# PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

## ATTACHMENT A

### Regional Parks Grant Project Summary

<b>Grant #</b>	<b>SG-26P4-06-06</b>
<b>Funding Type:</b>	Park and Trails Legacy Fund (Construction or Programming)
<b>Grantee:</b>	Ramsey County
<b>Project Name:</b>	Trail Enhancement and Site Improvements
<b>Regional Park or Trail:</b>	Vadnais-Snail Lakes Regional Park
<b>City:</b>	Shoreview
<b>County:</b>	Ramsey

### Project Detail and Measurable Outcomes

Project Description	Design, enhance, and reconstruct trails that are resilient to environmental changes. Provide site amenities, enhanced access, and trail modifications.
Project Goal	Complete trail improvements to create new trails and boardwalks, repair existing pavement, replace the existing trails and infrastructure to make them resilient to future environmental impacts such as flooding and drought.
Strategic Direction	Take care of what we have
Outcome Measure	The number of trail miles repaired or relocated. The trail system will no longer be affected by flooding.
Plan to Measure and Evaluate Results	Upon project completion miles of repaired or relocated trail will be measured and reported.
Assessment of Cultural Diversity	N/A
Project Budget	Total - \$1,510,775.00
External Professional Services	\$0.00
Internal Professional Services	\$75,538.70
Construction	\$1,435,236.30

## PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

### ATTACHMENT B

#### MMB Guidance

[https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20F eb%209%202017\\_tcm1059-282041.pdf](https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20F eb%209%202017_tcm1059-282041.pdf)

“In MMB’s view, the “direct and necessary” requirement is intended to promote efficient and effective use of legacy fund dollars: The language clearly implies the need for agencies to document and defend their legacy fund expenditure as needed, reasonable, consistently applied, and rationally allocated.” (linked here)

**Item Number:** 2025-538

**Meeting Date:** 1/13/2026

**Sponsor:** Sheriff's Office

**Title**

Lease Agreement with Tiger Investments, LLC for 546 Rice Street, Saint Paul, Minnesota 55103

**Recommendation**

1. Approve the lease agreement with Tiger Investments, LLC for the use of the building located at 546 Rice Street, Saint Paul, Minnesota 55103, upon execution through December 31, 2028, with the option to renew for one additional 12-month term.
2. Authorize the Chair and Chief Clerk to execute the lease agreement.
3. Authorize the County Manager to execute amendments that do not have a financial impact.

**Background and Rationale**

On June 24, 2025, the Ramsey County Board of Commissioners accepted a legislative grant from the State of Minnesota for the Capitol Area Public Safety and Livability Initiative (Resolution B2025-124). Through this legislative appropriation, the Minnesota Legislature appropriated funding in fiscal year 2026 from the Capitol Area Community Vitality Account to the Commissioner of the Minnesota Department of Administration for a grant to Ramsey County for the Ramsey County Sheriff to implement a coordinated public safety and livability plan in the Capitol Area.

Over the past several months, the Sheriff's Office has worked in partnership with the Capitol Area Architectural and Planning Board (CAAPB) and community partners to enhance the livability, economic health, and safety of neighborhoods in the Capitol Area. This collaborative effort has focused on public safety, youth and family programming, and street- and neighborhood-level cleanup and ambassador initiatives.

A key component of this work, and included in the initiative's approved budget, is the establishment of a physical, community-based space to support coordination and engagement. An appropriate and available location has been identified at 546 Rice Street. This board action requests approval of a lease agreement, with no cost to county's property tax levy, to support this work within community.

Located centrally within the Capitol Area, 546 Rice Street is a visible and accessible space that will ensure public and community services are delivered alongside community. While the Sheriff's Office will occupy the space, it will be utilized as a shared environment, welcoming community officials, nonprofit partners, and entities such as the Saint Paul Port Authority to work collaboratively with residents. This co-location brings resources and support directly into the neighborhood.

Positioned along the Rice Street corridor, the site strengthens relationships with local businesses and residents. It provides a place for coordination, listening, and the development of shared, community-driven solutions. Most importantly, 546 Rice Street will function as a community hub, hosting meetings, elevating resident voices, and connecting individuals and families to resources that support housing stability, public health, literacy, and skill-building.

A physical space is central to the Capitol Area Public Safety and Livability Initiative, which includes connecting

people, empowering neighbors, and building a stronger, more caring Capitol Area community together.

The lease agreement has been reviewed and approved by the Office of the Ramsey County Attorney, Enterprise Risk Management, and the Property Management Department.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

The initiative directly services underserved communities in the Capitol Area, addressing disparities in safety and access to resources through violence prevention and youth engagement, supporting Ramsey County's commitment to equitable and inclusive communities.

**Community Participation Level and Impact**

The Minnesota Legislature proposed, and the Governor signed into law, this appropriation. The Minnesota House of Representative, the Minnesota State Senate, and Governor are comprised of elected officials with frequent contact with constituents. The Sheriff's Office will continue to collaborate with CAAPB and community partners, consulting residents and involving stakeholders to co-design programs, with updates shared via county channels.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Funding for this lease agreement is included and approved in the Capitol Area Public Safety and Livability Initiative budget.

**Last Previous Action**

On June 24, 2025, the Ramsey County Board of Commissioners accepted a legislative grant from the State of Minnesota for the Capitol Area Public Safety and Livability Initiative (Resolution B2025-124).

**Attachments**

1. Lease Agreement

## COMMERCIAL LEASE AGREEMENT

This Lease ("Lease"), made \_\_\_\_\_ (day) of \_\_\_\_\_ (month), 2026, by and between Tiger Investments, LLC (the "Landlord"), 546 Rice Street, Saint Paul, Minnesota 55103 and Ramsey County, a political subdivision of the State of Minnesota, through the Ramsey County Sheriff's Office, (the "Tenant") 425 Grove Street, Saint Paul, Minnesota 55101.

### **WITNESSETH:**

Landlord, in consideration of the rents and covenants hereinafter mentioned, hereby leases, and the Tenant accepts the following described premises together with non-exclusive use of common areas (as hereinafter defined) in the building located in the City of Saint Paul, County of Ramsey, and State of Minnesota known as: 546 Rice Street, Saint Paul, Minnesota (the "Building"), consisting of approximately 4,400 square feet, known as Suite 100 and shown in the attached Exhibit A (the "Premises").

1. **TERM.** The term of this Lease (the "Term") commences on the date above (the "Commencement Date"), and ends on December 31, 2028 unless extended or sooner terminated as provided herein. Any entry by Tenant prior to the Commencement Date shall be subject to all of the terms and conditions of this Lease other than the obligation to pay Rent.
2. **ADDITIONAL TERMS.** Tenant may renew the term of this Lease for one (1) separate and additional term of 12 months (the "Additional Term") by delivering written notice of such election to Landlord within one hundred eighty (180) days prior to the expiration of the then current Initial Term. The Initial Term and any Additional Term elected hereunder are referred to as the "Term."
3. **USE.** Tenant shall have the right to occupy and use the Premises as the administrative offices and for no other purpose unless approved by Landlord in its sole discretion. Tenant shall comply with all Federal, State or local regulations governing the Tenant's use of said Premises. Any change or alterations of the Premises caused by Tenant's desired use (code compliance, etc.) shall be made or approved by the Landlord at Tenant's expense. Tenant shall not cause or permit any unusual noise, vibrations, odors or nuisance in or about the Premises.
4. **RENTAL.** Tenant shall pay rent at rate of \$5,500 per month for the Term of this Agreement.
  - a. **Additional Term.** Rent for the Additional Term shall be the Rent in force as of the last month of the immediately preceding Initial Term or Additional Term, as the case may be. Landlord reserves the right to modify the lease structure for the Additional Term to accommodate for actual changes in tax and utility costs after the Commencement Date of Lease. Within thirty (30) days after Tenant elects an Additional Term, Landlord shall deliver written notice to Tenant setting forth any such modifications of the Rent for the Additional Term for the Premises. If the parties cannot agree to Rent rate for the Additional Term in writing within thirty (30) days after the date Landlord delivers such notice then, election for such Additional Term shall be deemed revoked by Tenant.

## COMMERCIAL LEASE AGREEMENT

- b. **Payments.** Rent shall be paid monthly. The Landlord shall issue invoices to the Tenant by the fifth of each month. The Tenant shall provide payment consistent with state law and within 35 calendar days. If the initial month or the final month for which Tenant owes Rent is less than a full calendar month, Rent for such partial month shall be prorated at the rate of one-thirtieth of the monthly Rent for each day, payable in advance.

Invoices shall be provided via email to Darin McDonald, Inspector, Ramey County Sheriff's Office: [darin.mcdonald@co.ramsey.mn.us](mailto:darin.mcdonald@co.ramsey.mn.us).

Rent payments shall be mailed to: Tiger Investments, LLC, Attn: Gloria Contreras Edin, 663 University Ave., West, Suite 200, St. Paul, MN 55104, or an address as designated from time to time by notice in writing to Tenant.

- 5. **LATE PAYMENT FEE.** Payments which are not received by Landlord shall be subject to the provisions of Minn. Stat. 471.425.

### 6. INTENTIONALLY OMITTED.

### 7. INTENTIONALLY OMITTED.

### 8. INTENTIONALLY OMITTED.

### 9. LANDLORD SHALL:

- a. Be responsible for all repair, maintenance and cleaning of the Building apart from the Premises, including but without limitation the plumbing, exterior walls, furnace, air-conditioning units, and roof, and further agrees to replace any of said equipment when necessary.
- b. Landlord is under no obligation to make any structural or other alterations, decoration, additions or improvements in or to the Premises. Landlord disclaims any warranty that the Premises are suitable for Tenant's use and Tenant acknowledges that it has had a full opportunity to make its own determination in this regard.
- c. Hot and cold water from the City of Saint Paul mains for lavatory and toilet and drinking water purposes drawn through fixtures and lines installed by Landlord as of Commencement Date, and water for public lavatory purposes from regular Building supply at the prevailing temperature.
- d. Tenant may contract and hire the use of the dumpster and recycling bins (if any) next to the Building for normal office trash disposal.

## COMMERCIAL LEASE AGREEMENT

- e. Reserved parking (all spaces) for the Tenant shall be provided at no additional charge to the Tenant, in the area east of the premises. Any "reserved parking" signage desired shall be by Tenant at its sole expense.
- f. Exterior sign panels (2) at the northwest corner of building above first floor door/windows for Tenant signage. Tenant signage by Tenant at its sole expense.
- g. Landlord shall be responsible for maintenance of common areas, parking lots and exterior landscaping.

### 10. TENANT SHALL:

- a. Keep the Premises in as good condition and repair as they were in at the time the Tenant took possession, excepting reasonable wear and tear as well as damage from fires and other casualty for which insurance is normally procured, and in accordance with Section 12 of this Lease.
- b. Keep the Premises in a clean and sanitary condition.
- c. Be allowed to paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction on any part of the inside and outside of Building. All signage shall be by Tenant at its sole expense.
- d. Be allowed to provide window treatments, displays, and tinting on the inside or outside of the Building. All window treatments, displays, and tinting shall be by Tenant at its sole expense.

### 11. TENANT SHALL NOT:

- a. Make or permit use of the Premises which, directly or indirectly, is forbidden by law, ordinance, or governmental or municipal regulations or order, or which may be dangerous to life, limb or property.

**12. INTERIOR MAINTENANCE.** Tenant shall be wholly responsible for the interior maintenance and repair of the Premises, including entrance doors, and to keep the Premises in as good of a condition as when turned over to it, reasonable wear and tear and damage by fire and the elements and repair and maintenance of utilities excepted; and will keep the Premises in an orderly, clean and sanitary condition; will neither do nor permit to be done therein anything which is in violation of the terms of insurance policies on the Building that have been provided to Tenant or in violation of the laws or ordinances applicable thereto; will perform all janitorial services with respect to the Premises; and will replace all light bulbs, at its cost, within the Premises as necessary.

**13. SERVICES AND UTILITIES.** To the extent that Tenant desires the following, Tenant shall contract with and provide for the following services and utilities: telephone, security alarm,

## COMMERCIAL LEASE AGREEMENT

internet service, cable/satellite TV, and trash, and recycling service. Landlord shall contract with and provide for hot and cold water, sewer, electricity, gas, heat and air conditioning during such seasons of the year when such services are normally furnished in office buildings in the St Paul/Minneapolis metropolitan area. Tenant shall make reasonable efforts to conserve energy and avoid excessive energy consumption.

- 14. LANDLORD'S WARRANTIES.** The Landlord hereby warrants that it and no other person, firm, or corporation has the right to Lease the Premises. So long as the Tenant shall perform each and every covenant to be performed by the Tenant hereunder, the Tenant shall have peaceful and quiet use and possession of the Premises without hindrance on the part of the Landlord, and the Landlord shall defend the Tenant in such peaceful and quiet use and possession.
- 15. LANDLORD'S ACCESS.** The Landlord, its employees, and its agents shall have the right to enter the Premises at all reasonable times for the purpose of inspecting, cleaning, repairing, altering or improving the Premises or the Building or to exhibit the Premises to prospective tenants, purchasers, or others. Nothing in this paragraph shall be interpreted as requiring the Landlord to perform any such acts independent of the requirements of the other provisions of this Lease. Landlord shall use its reasonable efforts not to interfere with Tenant's said business operations.
- 16. COMMON AREAS.** The term "common area" means the interior and exterior portions of the Building designed for common uses or benefit of the tenants, including, but not limited to: main floor vestibule in the northeast corner of the Building, parking lots, sidewalks, stairs and ramps leading to the entrances to the Premises, the exterior area used for garbage storage and removal. The common area shall at all times be subject to reasonable, nondiscriminatory rules and regulations of the Landlord. The common area is hereby made available to Tenant and its employees, agents, customers and invitees for their reasonable nonexclusive use in common with other tenants, their employees, agents, customers and invitees, and the Landlord.
- 17. DAMAGE BY FIRE OR OTHER CASUALTY.** If fire or other casualty shall render the Premises untenantable, this Lease shall terminate forthwith, and all remaining Rent Reserves shall be paid to Tenant within ten (10) days, together with any pre-payments of rent on a pro rata basis and Tenant shall not be further liable hereunder; provided, however, that if the Premises can be repaired within one hundred twenty (120) days from the date of such event, then at the Landlord's option, by notice in writing to the Tenant, mailed within twenty-one (21) days after such damage or destruction, this Lease shall remain in full effect, but the Rent for the period during which the Premises are untenantable shall be abated until Tenant can't resume full business operations therein; provided, however, that if Tenant does not restore its leasehold improvements and trade fixtures with due diligence, abatement shall cease as of the date restoration could have been completed using due diligence.

### 18. LANDLORD'S INSURANCE.

- a. During the Term, Landlord shall maintain at its own expense liability insurance, with coverage limits of not less than \$1,000,000, fire insurance with extended coverage, boiler

## COMMERCIAL LEASE AGREEMENT

and pressure vessel insurance, and other insurance on the Building with coverage in an amount not less than those which are from time to time acceptable to a prudent owner in the area in which the Building is located. Policies for such insurance shall waive, to the extent available from Landlord's carrier(s), any right of subrogation against Tenant. Landlord shall include Tenant as an additional insured under applicable liability policies.

- b. Landlord agrees that Tenant and its officers and employees shall not be liable to Landlord for any damage to or loss of personal property in the Building unless such damage or loss is the result of the gross negligence or willful misconduct of Tenant, its officers or employees, and Tenant and its officers and employees shall not be liable to Landlord for any such damage or loss, whether or not the result of their gross negligence or willful misconduct to the extent Landlord is compensated therefor by Landlord's insurance.

### 19. INTENTIONALLY OMITTED.

**20. ALTERATIONS BY TENANT.** Tenant may from time to time, at its own expense, make changes, additions, and improvements in the Premises to better adapt the same to its business, provided that any such change, addition or improvement shall:

- a. Comply with the requirements of any governmental or quasi-governmental authority having jurisdiction and any applicable code;
- b. Be made only with the prior written consent of Landlord; which consent shall not be unreasonably withheld, but that no consent shall be required for improvements costing, in any one instance, less than \$5,000 so long as such improvements are non-structural and do not affect the exterior of the building (including doors and windows) and Tenant provides prior written notice to Landlord of such improvements; and
- c. Be carried out only by licensed contractors selected by the Tenant and approved in writing by Landlord (which consent shall not be unreasonably withheld), who shall, if required by Landlord, deliver to Landlord before commencement of the work, proof of workers' compensation and public liability and property damage insurance coverage, with Landlord named as an additional insured, in amounts, with companies, and in form reasonably satisfactory to Landlord, which shall remain in effect during the entire period in which the work will be carried out. Any increase in fire or casualty insurance premiums for the Building attributable to such change, addition or improvement (other than the initial tenant improvements) shall be borne by Tenant. In addition, prior to beginning any such change, addition or improvement, other than initial tenant improvements, Tenant agrees to obtain and deliver to Landlord such security against mechanic's liens as Landlord shall reasonably request. Funds from these deposits can be released directly to each contractor in exchange for lien waivers or returned to Tenant upon completion and proof of payment and furnished lien waivers.

**21. TRADE FIXTURES AND PERSONAL PROPERTY.** Tenant may install in the Premises its usual trade fixtures and personal property in a proper manner, provided that no such installation

## COMMERCIAL LEASE AGREEMENT

shall interfere with or damage the mechanical or electrical systems or the structure of the Building. Trade fixtures and personal property installed in the Premises by Tenant may be removed from the Premises:

- a. From time to time in the ordinary course of Tenant business or in the course of reconstruction, renovation, or alteration of the Premises by Tenant; and
- b. During a reasonable period prior to the expiration of the Term, provided that Tenant promptly repairs at its own expense any damages to the Premises resulting from such installations and removal, beyond normal wear and tear.

**22. HAZARDOUS SUBSTANCES.** In the event any Hazardous Material (hereinafter defined) is brought or caused to be brought into or onto the Premises or the Building by Tenant, Tenant shall handle any such material in compliance with all applicable federal, state and/or local regulations. For purposes of this Section 22, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, or any federal, state or local statute, law, ordinance, code, rule, regulation, order, decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or materials, as now or at any time hereafter in effect. Tenant will indemnify and hold harmless Landlord from any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) which Landlord may suffer or incur as a result of Tenant's introduction into or onto the Premises or Building of any Hazardous Material. This Section shall survive the expiration or sooner termination of this Lease. Landlord shall indemnify and hold harmless Tenant from any losses, liabilities, damages, costs or expenses (including reasonable attorney's fees) which Tenant may suffer or incur as a result of any Hazardous Materials within the Premises or the Building, except to the extent that Tenant introduced same.

**23. MECHANIC'S LIENS.** Tenant shall pay before delinquency all cost for work done or caused to be done by Tenant in the Premises which could result in any lien or encumbrance on Landlord's interest in the Land or Building or any part thereof, shall keep the title to the Building free of any lien or encumbrance in respect to such work, and shall indemnify and hold harmless Landlord against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien or otherwise, arising out of the supply of material, services or labor for such work. Tenant shall immediately notify Landlord of any such lien, claim of lien or other action of which it has or reasonably should have knowledge and which affects the title to the Land or Building, or any part thereof, and shall cause the same to be removed within ten (10) days (or such additional time as Landlord may consent to in writing), failing which.

**24. WAIVER OF SUBROGATION.** The Landlord and Tenant hereby mutually waive as against each other any claim or cause of action for any loss, cost, damage, or expense as a result of the occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

## COMMERCIAL LEASE AGREEMENT

**25. SURRENDER.** On the last day of the Term of this Lease or on the sooner termination thereof, the Tenant shall peaceably surrender the Premises in good condition and repair, reasonable wear and tear excepted, consistent with the Tenant's duty to make repairs. On or before that last day of the Term of this Lease or its sooner termination, the Tenant shall at its expense, remove all of its equipment from the Premises, and any property not removed before the expiration or termination date shall be deemed abandoned. All alterations, additions, and fixtures other than the Tenant's equipment which have been made or installed by either the Landlord or the Tenant on the Premises shall remain as the Landlord's property and shall be surrendered with the Premises as part thereof. If the Premises are not surrendered at the end of the term or its sooner termination, the Tenant shall indemnify the Landlord against loss or liability resulting from delay by the Tenant in so surrendering the Premises, including, without limitation, claims made by a succeeding tenant founded on such delay. The Tenant shall promptly surrender all keys for the Premises to the Landlord at the place then fixed for payment of rent and shall inform the Landlord of combinations on any locks and safes on the Premises. In no event shall the Tenant be deemed to have abandoned the Premises or this Lease during the Term hereof unless the Tenant first obtains express permission of the Landlord.

**26. HOLDING OVER.** In the event that the Tenant remains in possession of the Premises after the expiration of this Lease with the written permission of the Landlord and without the execution of a new lease, it shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all conditions, provisions, and obligations of this Lease insofar as they can be applicable to a month-to-month tenancy. In the event that Tenant holds over without the permission of the Landlord then it shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all conditions, provisions, and obligations of this Lease insofar as they can be applicable to a month-to-month tenancy except that Rent shall be payable at 1.5 times the amount of the Rent that was due immediately prior to the expiration of the Term.

**27. NONPAYMENT OF RENT; DEFAULTS.** The occurrence of any of the following shall be a default under this Lease:

- a. A Rent payment from the Tenant to the Landlord shall be and remain unpaid in whole or in part for more than ten (10) days after it is due and payable; or
- b. The Tenant shall violate or default any of the other covenants, agreements, stipulations, or conditions herein, and such violation or default shall continue for a period of ten (10) days after written notice from the Landlord of such violation or default, except when such default affects other tenants of the Building or causes damage to the Building, in which case compliance shall be immediate or if the default cannot be reasonably cured within said period of time, such additional period of time as is reasonably necessary to complete the cure so long as Tenant is diligently undertaking such cure; or
- c. If the Tenant shall be adjudged bankrupt or file a petition in bankruptcy or for any arrangements under the bankruptcy code or become insolvent or have appointed a receiver of its property; or

## COMMERCIAL LEASE AGREEMENT

d. In the event the Tenant shall abandon or vacate the Premises for a period of twenty-one (21) days except due to damage or destruction of the Premises or remodeling.

28. **REMEDIES.** In the event of any such uncured default by Tenant after notice as aforesaid, and at any time thereafter, Landlord may serve a written notice upon the Tenant that the Landlord elects to terminate this lease upon a specified date not less than twenty (20) days after the date of serving such notice of termination, and this lease shall then terminate on the date so specified as if that date had been originally fixed as the expiration date of the term herein granted; provided, however, that if Tenant cures its default during the twenty-day notice period, this lease shall not terminate as provided in the notice of termination, but shall continue as if the default had not occurred. In such event, Landlord may seek such damages and/or other relief as may be allowed by law or at equity. Landlord, in addition to all other rights and remedies available to Landlord, by law or other provisions hereof, may, without process, following the notice period specified above of twenty (20) days, re-enter immediately into the Premises and remove all persons and property therefrom and, at Landlord's option, annul and cancel this Lease as to all future rights of Tenant. Tenant further agrees that in case of any such termination related to violations of the lease terms, Tenant will indemnify landlord against all loss of rents and other damage which Landlord may incur by reason of such termination, including, but not being limited to, costs of restoring and repairing the Premises and putting the same in rentable condition, costs of renting the Premises to another tenant, loss or diminution of rents, and other damage which Landlord may incur by reason of such termination, and all reasonable attorneys' fees and expenses incurred in enforcing any of the terms of this Lease.

29. **LANDLORD DEFAULT.** If Landlord defaults in any of its obligations under Sections 9B and 9C of this Lease, and remains in default for a period of thirty (30) days after receipt of written notice thereof from Tenant, Tenant, may, in addition to any other rights or remedies available to it, cure such Landlord's default and deduct the cost of said cure from the Rent next becoming due hereunder.

30. **WARRANTIES BY LANDLORD.** Landlord warrants, represents and covenants to Tenant that the Building is, and shall remain, in compliance with all applicable governmental laws ordinances and regulations.

31. **COVENANTS TO HOLD HARMLESS.**

a. Except in the case of Landlord's negligence, willful acts or the failure of the Landlord to perform its obligations hereunder, (or that of its agents, contractors or employees), Tenant shall save, hold harmless, and defend the Landlord for any liability for damages to any third-party person or property in the Premises. The Landlord shall not be liable to the Tenant, its agents, employees, representatives, customers, or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire, or for any other cause occurring on or about the Premises, except in the case of the negligence by the Landlord or the failure to perform its obligations hereunder. All Tenant

## COMMERCIAL LEASE AGREEMENT

property kept, stored, or maintained in the Premises shall be so kept, stored or maintained at the sole risk of the Tenant.

- b. Landlord shall indemnify, defend and hold Tenant harmless for all costs, expenses, liabilities, claims, losses, actions or liability of any type or nature arising out of Landlord's negligence, willful misconduct, or failure to perform its obligations under the terms and conditions of this Lease.

**32. KEYS.** The Tenant has two (2) keys to the Premises and the Building, as of the date of commencement of this Lease. At the earlier termination or expiration of the Lease all keys (along with any copy sets) shall be returned to Landlord.

### 33. SUCCESSORS AND ASSIGNS.

- a. This Lease shall be binding on and shall inure to the benefit of the parties hereto and their respective assigns, executors, heirs, personal representatives, and successors. This Lease shall be assignable by Landlord, provided, however, that in such event the assignment shall be disclosed to Tenant and the assignee shall assume all of Landlord's leasing obligations hereunder.
- b. Tenant shall not voluntarily nor by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein; and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the member organizations, employees, agents, servants, or invitees of Tenant excepted) to occupy or use the Premises or any portion thereof, without the prior written consent of Landlord which Landlord may not unreasonably withhold, condition, or delay. For a proposed assignment of the leasehold, Landlord may withhold consent if the proposed assignee is unable to demonstrate creditworthiness using commercially reasonable standards or if the proposed assignee's proposed use of the Premises is incompatible with the existing uses of the building or is not permitted under municipal regulations. For a proposed subleasing of a portion of the leasehold, Landlord may withhold consent if the proposed sublessee's proposed use of the Premises is incompatible with the existing uses of the building or is not permitted under municipal regulations. Further if Tenant shall propose to assign or sublet this Lease or any interest therein, it will so notify Landlord, in writing, not less than 60 days prior to the proposed assignment or subletting. Landlord shall respond to Tenant with its decision within 30 days after receiving Tenant's written request for an assignment, subletting, or other transfer.
- c. Unless Tenant withdraws its request, Landlord shall have the right, by giving notice to Tenant at least 30 days prior to the assignment or subletting referred to in Tenant's notice, to regain possession of that portion of the Premises which Tenant proposes to assign or sublet. Possession of that portion of the Premises proposed to be assigned shall be delivered by Tenant to Landlord on the date such proposed assignment or subletting is to take effect unless Tenant has prior to such date withdrawn its intention to assign or sublet

## COMMERCIAL LEASE AGREEMENT

by written notice to Landlord. In the event Landlord elects to regain possession of such portion of the Premises in accordance with the terms of this Section, then the Rent payments payable hereunder shall be reduced by an amount equal to the result obtained by multiplying such Rent payments by the ratio of the square footage of Rentable Area of that portion of the Premises regained by the Landlord over the total square footage of Rentable Area of the entire Premises.

- d. If Landlord elects not to regain possession of the portion to be sublet, Landlord's approval of the proposed sublease shall be conditioned upon:
  - i. Tenant shall demonstrate the proposed Subtenant's creditworthiness using commercially reasonable standards;
  - ii. Landlord's review and approval of the proposed Subtenant's use of the sublet portion of the Premises to determine the compatibility of that use with the building;
  - iii. Landlord's review and approval of the proposed Sublease to determine that it contains the proposed Subtenant's covenant to honor all of the terms, conditions, and covenants of the Lease; and,
  - iv. Tenant's payment to Landlord of a subleasing charge to reimburse Landlord for its administrative costs of \$250.
- e. If Landlord elects not to regain possession of the Premises following Tenant's notice of intended assignment, Landlord's approval of the proposed assignment shall be conditioned upon:
  - i. Tenant shall demonstrate the proposed Assignee's creditworthiness using commercially reasonable standards;
  - ii. Landlord's review and approval of the proposed Assignee's use of the Premises to determine the compatibility of that use with the building; and,
  - iii. Tenant's payment to Landlord of an assignment charge to reimburse Landlord for its administrative costs of \$500. Tenant shall remain liable under the Lease following assignment unless Tenant secures Assignee's guarantee of the balance of the Lease in a form satisfactory to Landlord.

**34. SEVERABILITY CLAUSE.** Any provisions of this Lease which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in

## COMMERCIAL LEASE AGREEMENT

any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**35. NOTICES.** All notices, consents, demands and requests which may be or are required to be given by either party to the other shall be in writing, and shall be sent by Registered or Certified Mail with return receipt requested, addressed to the 'Premises' and/or as follows:

**If to LANDLORD:**

Tiger Investments, LLC  
663 University Avenue West, Suite 200  
Saint. Paul, MN 55104

**If to TENANT:**

Ramsey County Sheriff's Office  
546 Rice Street  
Saint Paul, MN 55103

The date shown on the return receipt as the date of which said Registered or Certified Mail is received by the addressee shall be conclusively deemed to be the date on which a notice, consent, demand or other request is given or made. The above address of a party may be changed from time to time by notice given by said party to the other party in the manner hereinbefore provided.

**36. ENTIRE AGREEMENT.** This Lease contains the entire understanding of the parties hereto with respect of the transaction contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to the subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written or otherwise, have been made by either party hereto to the other unless expressly stated in this Lease or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understanding, not expressly set forth herein.

**37. REFERENCE TO GENDER.** Where appropriate, the feminine gender may be read as the masculine gender or the neuter gender; the masculine gender may be read as the feminine gender or the neuter gender; and the neuter gender may be read as the masculine gender or the feminine gender.

**38. MINNESOTA LAW.** This Lease shall be governed by the laws of the State of Minnesota, and all actions regarding the Lease shall be venued in Ramsey County, Minnesota.

**39. ESTOPPEL.** Tenant shall at any time and from time to time upon not less than thirty (30) days prior written notice from Landlord execute, acknowledge, and deliver to Landlord a statement in writing, (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are

## COMMERCIAL LEASE AGREEMENT

paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Failure to sign the statement or failure to specify any default claimed shall be deemed approval of the statement submitted to Tenant by Landlord.

40. **RELATIONSHIP.** This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of lessor and lessee. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. Each term and each provision of this Lease performable by Tenant shall be construed to be both a covenant and a condition. The topical headings of the several paragraphs and clauses are for convenience only and do not define, limit, or construe the contents of such paragraphs or clauses. This Lease shall be governed by Minnesota law.
41. **MERGER.** All preliminary negotiations are merged into and incorporated in this Lease. This Lease can only be modified, amended, or renewed by an Agreement in writing signed by the parties hereto. All provisions hereof shall be binding upon the heirs, successors, and assigns of each party here.
42. **INTENTIONALLY OMITTED.**
43. **FORCE MAJEURE.** This Lease and the obligations of a party hereto shall not be affected or impaired because the other party is unable to fulfill any of its obligations hereunder or is delayed in doing so, to the extent such inability or delay is caused by reason of war, civil unrest, strike, labor troubles, unusually inclement weather, governmental delays, inability to procure services or materials despite reasonable efforts, third party delays, acts of God, or any other cause(s) beyond the reasonable control of the affected party (which causes are referred to collectively herein as "Force Majeure"). Any time specified obligation of a party to this Lease affected by Force Majeure shall be extended one day for each day of delay suffered by the affected party as a result of the occurrence of any Force Majeure.
44. **TERMINATION WITHOUT CAUSE.** Tenant reserves the right to terminate this Agreement at any time upon thirty (30) day written notice to the Landlord pursuant to the Notice provisions in section 35.

## COMMERCIAL LEASE AGREEMENT

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed by their respective officers, duly authorized thereunto, as of the day and year first above written.

**TENANT:**

Ramsey County Sheriff's Office

By: \_\_\_\_\_

Rafael Ortega

Its: Board Chair, Ramsey County Board  
of Commissioners

Date: \_\_\_\_\_

By: \_\_\_\_\_

Jason Yang

Its: Chief Clerk, Ramsey County Board  
of Commissioners

Date: \_\_\_\_\_

By: Bob Fletcher

Bob Fletcher

Its: Ramsey County Sheriff

Date: 12/24/2025

**LANDLORD:**

Tiger Investments, LLC

BY: \_\_\_\_\_

Gloria Contreras Edin

ITS: Owner/Manager

Date: 12/22/25

**Approved as to from:**

By: Marcelo Neblett

Marcelo Neblett

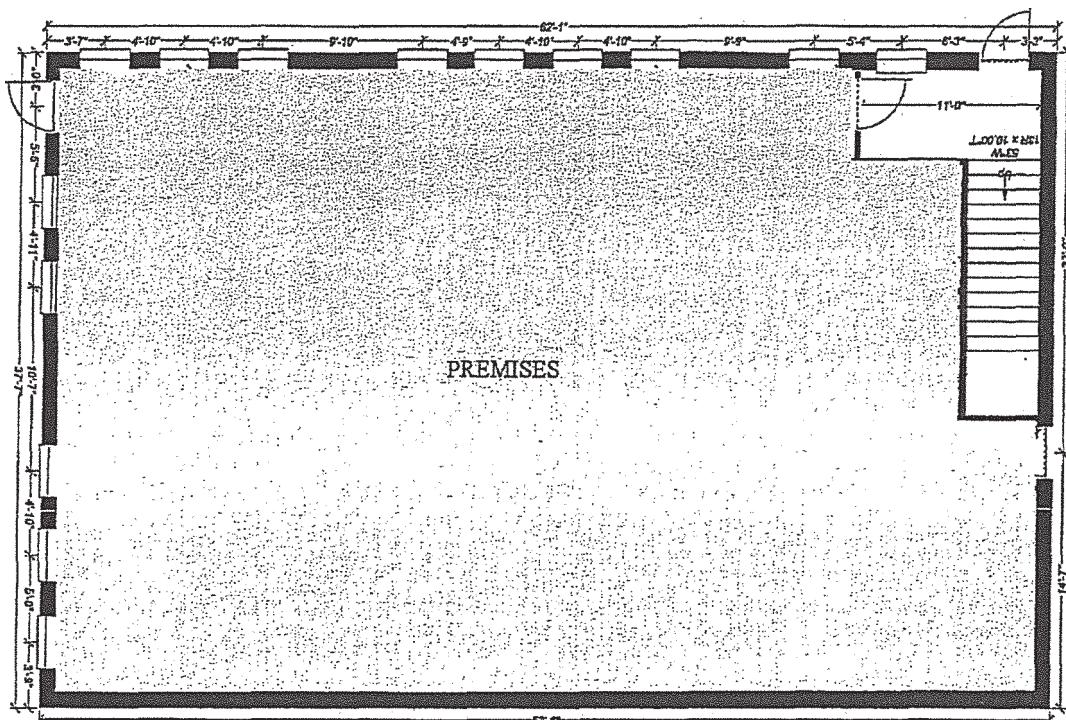
Its: Assistant County Attorney

Date: 12/23/2025

COMMERCIAL LEASE AGREEMENT

EXHIBIT A  
(PREMISES)

NORTH



A-1

**Item Number:** 2025-544

**Meeting Date:** 1/13/2026

**Sponsor:** County Attorney's Office

**Title**

Single Source Agreement with Children's HealthCare Corporation

**Recommendation**

1. Approve the selection of and single source agreement with Children's Healthcare Corporation, 2525 Chicago Avenue South, Minneapolis, MN 55404-1844, to provide individualized supportive services through its Midwest Children's Resource Center for the period of January 13, 2026, through March 31, 2030, in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.

**Background and Rationale**

Youth in the Runaway Intervention Program (RIP) who have been referred to the County Attorney's Youth Justice and Wellness Division many times have suffered multiple Adverse Childhood Experiences (ACEs), resulting in significant health and social consequences that require focused and specialized intervention to avoid well-established lifelong consequences. Midwest Children's Resource Center (MCRC) utilizes highly trained Advanced Nurse Practitioners and trauma-informed therapists to deliver physical and mental healthcare based interventions to youth in the Ramsey County community. These professionals are constantly refining interventions based upon emerging science and best practices. These include providing treatment to prevent HIV and Medication Assisted Treatment for Substance Use Disorders. No other program in Minnesota is delivering community-based healthcare to high-risk youth of the depth, breadth and quality as MCRC. Furthermore, these services cannot be replicated because MCRC is the only hospital-based child advocacy center in our region and this unique setting fosters the groundbreaking interventions delivered by MCRC.

As the service provider of the intensive services component of the Runaway Intervention Program, MCRC provides services that are unique in several ways. The services are provided by an Advanced Nurse Practitioner specially trained to work with sexually exploited and/or trafficked adolescent girls. These nurses can meet the physical, emotional, mental health and chemical health needs of at-risk youth. Specifically, the services include a comprehensive health care assessment of all runaways referred, as well as intensive services for all youth who qualify for on-going services. The intensive services include:

- 1) alcohol, chemical dependency, and mental health screenings;
- 2) treatment for problem substance use, PTSD, depression, and anxiety;
- 3) regular visits with youth at their homes, schools and in the community;
- 4) direct provision of ongoing individualized supportive services, including health care, health care screenings, alcohol/drug education, mentoring and parent education and parent coaching;
- 5) assistance and support to enroll in and continue receiving additional supportive services to address the needs of the youth; and
- 6) collecting evaluation data and reporting this information to the program evaluator.

The success of the intensive services provided by MCRC is well established and the program has been evaluated rigorously since its inception.

The county's contract with Children's Healthcare Corporation is a maximum not to exceed contract. Children's Healthcare Corporation has provided these youth intervention services to Ramsey County since 2006. The county shall pay the following quarterly rates of \$40,664.25 per quarter for a maximum annual not to exceed of \$162,657 for these years. The total not to exceed amount over the life of this contract is \$691,293.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

RIP primarily aims its services at girls who have run away multiple times who have experienced sexual assault or exploitation. While their experiences cannot be tracked, there are estimates on the number of runaways that occur. According to runaway reports received from law enforcement, 80% of the girls who were reported as runaways more than once in 2024 were girls of color. These support services offer a wide range of assistance aimed at positive development, focusing on basic needs, well-being, and empowerment for young people facing challenges.

**Community Participation Level and Impact**

Midwest Children's Resource Center remains the best program for providing healthcare services to sexually exploited youth and runaway girls through the County Attorney's Youth Justice and Wellness Division's Runaway Intervention Prevention. While looking for similar providers, the County Attorney sought to find programs that offered all of MCRC's contractual duties, including initial alcohol, chemical dependency, and mental health screenings, regular home, school, and community visits, individualized support services (Including health care, alcohol/drug education, and mentoring), and referrals to additional supportive services if needed. While some programs and providers may offer similar or comparable services for child advocacy and connections to community resources, the county found that MCRC remains unique in its ability to provide ongoing medical care, especially by an Advanced Practice Nurse (APN, APRN).

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Funds are available in the County Attorney's Office 2026-2027 biennial budget to cover the cost of the contract agreement.

**Last Previous Action**

On December 17, 2019, the County Board approved the agreement with Children's Health Care to provide services to help sexually victimized and runaway girls for the period of January 1, 2020, through December 31, 2024 (Resolution B2019-303).

**Attachments**

1. Agreement with Children's Healthcare Corporation



## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of County Attorney, 360 Wabasha St N Ste 100, Saint Paul, MN 55102 ("County") and Children's Health Care, 2525 Chicago Ave S, Minneapolis, MN 55404-1844, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

### **1. Term**

#### **1.1.**

The original term of this Agreement shall be from January 13, 2026 through March 31, 2030 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.**

The Contractor shall provide intervention services through Midwest Children's Resource Center (MCRC) as follows:

##### **2.1.1. Intervention Services**

a. Contractor shall conduct health care assessments for runaways referred by Ramsey County Attorney's Office.

b. For each youth qualifying for on-going intensive services, Contractor shall:

1. Conduct an initial alcohol, chemical dependency, and mental health screening. Rescreen if determined appropriate by Advanced Practice Nurse ("APN").
2. Conduct regular visits at home, school, or in the community with all youth enrolled in on-going services. The frequency of the visits will be based on the child's needs and/or parent requests.
3. Provide on-going trauma-informed supportive services that consider the unique needs and circumstances of each youth, which may include but is not limited to health care, health care screenings, alcohol/drug education, and mentoring and/or parent education.
4. When appropriate, refer enrolled youth to additional supportive services, which may include but is not limited to diagnostic assessments.
5. Give each enrolled youth a modified MN student survey at entry and in the subsequent March and September thereafter until no longer enrolled in the program.
6. Provide on-going case consultation and updates on youth referred for services to the Ramsey County Attorney's Office.
7. Collect and report to the Consultant and the Ramsey County Attorney's Office all data required from MCRC as provided in Attachment A — Data for Evaluation.

##### **2.1.2. Data for Evaluation**

The Contractor shall provide the following data relating to Ramsey County youth to the Consultant evaluating the Project twice a year as directed by the Consultant:

1. The total number of runaway cases screened by Midwest Children's Resource Center (MCRC).

2. For all runaway cases screened by MCRC, the number of cases, disaggregated based on risk score ( high, medium, low and not eligible) that were:
  - a. Eligible for enrollment in MCRC' s Intensive Services intervention.
  - b. Eligible for enrollment in MCRC' s Runaway Empowerment Group.
3. The number of runaways screened by MCRC who meet the criteria for enrollment in Intensive Services that become enrolled in Intensive Services.
4. The number of runaways screened by MCRC who meet the criteria for enrollment in MCRC' s Empowerment Group that become enrolled in the Empowerment Group.
5. The number of runaways assessed by MCRC that are connected to ongoing services.
6. For each high- risk girl participating in Intensive Services programming through MCRC, at entry and twice a year thereafter, the following variables:
  - a) Youth' s interactions with their parent/ guardian or one or more adults outside the family;
  - b) Youth' s self- reported connections to school.
  - c) Youth' s self-reported runaway episodes during their time of involvement compared to an equivalent time prior to involvement.
  - d) Youth' s traumatic responses such as substance use and mental health symptoms of distress.
  - e) Youth' s reported risky sexual behaviors.
7. Parents/ Guardians reported interactions with their child as measured at entry into programming and again at least 5 months following enrollment.

If applicable, the process and outcome measurements listed above will be based upon the responses provided by the girls and/ or parents to the modified Minnesota Student Survey administered by MCRC staff.

#### **2.1.3 Use of Individual Participant Data**

- a. All data collected and used by the Contractor under the terms of this Agreement is government data, as defined under the Minnesota Government Data Practices Act (“Act”), and is subject to the provisions of the Act, as well as other state and federal laws protecting the privacy of information, including the Medical Records Act, the Health Insurance Portability and Accountability Act (HIPAA), and federal drug and alcohol treatment regulations.
- b. Private data which the Contractor either collects or has access to under the terms of this Agreement may be used by the Contractor only for purposes authorized herein, subject to prior written agreement by the subject of the data.
- c. The Contractor may use summary data, as defined in the Act, based on the private data collected or accessed by the Contractor in the performance of services under this Agreement, or redacted data consistent with the requirements of applicable law, for dissemination of best practices to a wider professional audience, through presentations and papers published in professional journals.
- d. The parties expressly agree that:
  - i. “Protected health information” as defined by the Health Insurance Portability Accountability Act (“HIPAA”), 45 C.F.R. §160.103, will not be shared or disclosed between the parties at any time during performance of services described within this Agreement and Contractor shall not be considered a “business associate” of the County in connection with this Agreement; and
  - ii. Patient identifying information related to substance use disorder patient records, as those terms are defined in 42 C.F.R. Part 2, will not be shared or disclosed between the parties at any time during performance of services described within this Agreement; and
  - iii. “Not public data” as that term is defined in the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA) will not be shared or disclosed by

- the Contractor to the County at any time during performance of services described within this Agreement; and
- iv. If Contractor has responsibilities to comply with HIPAA or 42 C.F.R. Part 2 for reasons other than this Agreement, Contractor shall be responsible for its own compliance.

**2.1.4.**

Services shall be provided at Midwest Children's Resource Center. If services are provided at any other locations, it shall be deemed an alteration of this Agreement that must be reduced to writing.

**2.1.5.**

The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the services. The Contractor shall within ten (10) days notify the County in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement.

**2.2.**

During the term of the contract, the County reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

**2.3.**

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

**2.4.**

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 follows: Services under this contract shall be for January 1, 2026 through March 31, 2030.

**4. Cost**

**4.1.**

The County shall pay the Contractor a not to exceed amount of \$ 691,292.25 over the life of the contract according to the agreed to rates.

**4.2.**

The County shall pay the Contractor the following unit rates:  
\$40,664.25 per quarter for 2026-2030 for a maximum not to exceed of \$162,657 per year.

**5. Contracting for Equity**

**5.1. Commitment to Advancing Racial Equity**

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

## 5.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

*"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:*

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;*
- (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;*
- (3) that a violation of this section is a misdemeanor; and*
- (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."*

## 5.3. Equal Employment Opportunity and Civil Rights

### 5.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

**5.3.2.**

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

**5.3.3.**

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

**5.3.3.1.**

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

**5.3.3.2.**

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

**5.3.3.3.**

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

**5.4. Diverse Workforce Inclusion Resources**

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

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect 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 Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through [askworkforcesolutions@ramseycounty.us](mailto:askworkforcesolutions@ramseycounty.us) or by calling 651-266-9890.

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

### **6.1. Payment**

#### **6.1.1.**

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

#### **6.1.2.**

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

### **6.2. Application for Payments**

#### **6.2.1.**

The Contractor shall submit an invoice to the Youth Justice and Wellness Division Director for the quarters: January through March, April through June, July through September, and October through December.

#### **6.2.2.**

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

#### **6.2.3.**

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

#### **6.2.4.**

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

#### **6.2.5.**

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

#### **6.2.6.**

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

### **6.3. Independent Contractor**

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

## **6.4. Successors, Subcontracting and Assignment**

### **6.4.1.**

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

### **6.4.2.**

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

## **6.5. Compliance With Legal Requirements**

### **6.5.1.**

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

### **6.5.2.**

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

## **6.6. Data Practices**

### **6.6.1.**

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

### **6.6.2.**

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

### **6.6.3.**

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

## **6.7. Security**

### **6.7.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

#### **6.7.2.**

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

#### **6.7.3.**

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

#### **6.7.4.**

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

#### **6.7.5.**

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

### **6.8. Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement. The indemnification obligations of this section do not apply in the event the claim or case of action is the result of the County's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the County's failure to fulfill its obligation under this Agreement.

## **6.9. Contractor's Insurance**

### **6.9.1.**

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

### **6.9.2.**

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

### **6.9.3.**

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

#### **6.9.3.1.**

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

### **6.9.4.**

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

#### **6.9.4.1.**

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

#### **6.9.4.2.**

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

## **6.9.5. Workers' Compensation**

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the

part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

#### **6.9.6.**

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

#### **6.9.7.**

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 and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

#### **6.9.9.**

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

#### **6.9.10.**

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

#### **6.9.11.**

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

### **6.10. Audit**

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

### **6.11. Notices**

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

**County:**

Youth Justice and Wellness Director, 360 Wabasha St N Ste 100, Saint Paul, MN 55102

**Contractor:**

Chief Legal Officer, Children's Health Care, 2525 Chicago Ave S., Minneapolis, MN 55404 with a copy to: Mark Hudson, 347 Smith Ave N Ste 401, Saint Paul, MN 55102 and an additional copy to: [Legal@childrensmn.org](mailto:Legal@childrensmn.org).

**6.12. Non-Conforming Services**

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

**6.13. Setoff**

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

**6.14. Conflict of Interest**

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

**6.15. Respectful Workplace and Violence Prevention**

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

**6.16. Force Majeure**

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

**6.17. Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County

Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

## **6.18. Termination**

### **6.18.1.**

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

### **6.18.2.**

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

### **6.18.3.**

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

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

### **6.19.1.**

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

### **6.19.2.**

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

## **6.20. Warranty**

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

## **6.21. Infringement**

### **6.21.1.**

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data,

or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

#### **6.21.2.**

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

#### **6.22. 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.

#### **6.23. Alteration**

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

#### **6.24. Entire Agreement**

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