



# Board of Commissioners

## Agenda

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

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July 12, 2022 - 9 a.m.

Council Chambers - Courthouse Room 300

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### ROLL CALL

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

1. **Agenda of July 12, 2022 is Presented for Approval** [2022-311](#)

Sponsors: County Manager's Office

Approve the agenda of July 12, 2022.

2. **Minutes from June 28, 2022 are Presented for Approval** [2022-312](#)

Sponsors: County Manager's Office

Approve the June 28, 2022 Minutes.

### ADMINISTRATIVE ITEMS

3. **Designation of a Position to Unclassified, Unrepresented Service in the Financial Assistance Services Department in Accordance with the Personnel Act, Minnesota Statute 383A.286, Subdivision 3** [2022-207](#)

Approve the change in designation of a current classified supervisor position to that of an unclassified, unrepresented position for use as a role of Deputy Director of Financial Assistance Services in accordance with the Personnel Act, Minnesota Statute 383A.286, Subdivision 3.

4. **Designation of two Unclassified, Unrepresented positions in the Public Health Department in Accordance with the Personnel Act, Minnesota Statute 383A.286, Subdivision 3.** [2022-061](#)

Approve the change in designation of two Planning Specialist positions to that of two unclassified, unrepresented positions, such as Deputy Director positions in the Public Health Department in accordance with the Personnel Act, Minnesota Statute 383A.286, Subdivision 3.

5. **Terms of Collective Bargaining Agreement with Teamsters 320 Chief Correctional Officer's in the Ramsey County Sheriff's Office for the Year 2021.** [2022-355](#)

Sponsors: Human Resources

1. Approve the terms of the collective bargaining agreement with Teamsters 320 Chief Correctional Officer's for the year 2021.

2. Authorize the Chair and the County Manager, to execute the agreement incorporating the terms and conditions.

**6. Agreement with Nearmap US, Inc. for Aerial Imagery and Web Services** [2022-364](#)

Sponsors: Information Services

1. Approve the selection of and the agreement with Nearmap US, Inc., 10897 South River Front Parkway, Suite 150, South Jordan, UT, 80495 for aerial imagery and web services for the period of July 31, 2022 through July 31, 2027 in the amount of \$51,500 per year and \$257,500 for the term of the agreement.
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.

**7. Agreement with Duininck Inc., for Part 1 Design-Build Services for Golf Course Capital Investments Project** [2022-342](#)

Sponsors: Parks & Recreation

1. Accept and approve the Golf System Capital Investments Project estimated budget and financing plan in the amount of \$7,259,046.
2. Authorize the County Manager to account for the Golf Course Capital Investments Project as a project budget in the Parks and Recreation department.
3. Approve the selection of and the agreement with Duininck Inc., PO Box 208, Prinsburg, MN 56281, for Part 1 design-build services for the Golf Course Capital Investments Project, for the period of July 13, 2022 through July 12, 2026, in the amount of \$287,000.
4. Authorize the Chair and Chief Clerk to execute the agreement.
5. Authorize the County Manager to execute the Part 2 agreement and amendments to the agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.
6. Accept the recommendation of Ramsey County's project labor agreement associations against the use of a Project Labor Agreement for the project.

**8. Joint Powers Agreement with City of Saint Paul for the Transfer of Housing Trust Funds for the Purpose of Supporting Interfaith Action** [2022-374](#)

Sponsors: Housing Stability

1. Approve the Joint Powers Agreement with city of Saint Paul for the transfer of Housing Redevelopment Authority Housing Trust Fund dollars for the period July 1, 2022, through March 31, 2023, in the amount of \$827,244.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
3. Authorize the County Manager to approve and execute the sole source agreement with Interfaith Action of St. Paul as selected by the city of Saint Paul, provided the amounts are within the limits of available funding.

**9. Joint Powers Agreement with Washington County to provide Medical Examiner Services** [2022-373](#)

Sponsors: Safety and Justice, Medical Examiner

1. Approve the Joint Powers Agreement with Washington County to provide medical examiner services.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

**10. Public Health Water Gremlin Settlement Fund Special Project** [2022-360](#)

Sponsors: Public Health

1. Accept and approve the Water Gremlin Settlement Funds Special Project budget and financing plan in the amount of \$75,000.
2. Authorize the County Manager to account for the Public Health Water Gremlin Settlement Funds special project as a project budget in the Public Health Environmental Health Lead Hazard budget.

**11. Ramsey County 2022 Counties Transit Improvement Board Funding Obligation** [2022-378](#)

Sponsors: Public Works

1. Approve Ramsey County's share of 2022 Counties Transit Improvement Board funding obligations in the amount of \$186,254 to Minnesota Department of Revenue.
2. Authorize the use of Ramsey County Transit Sales Tax fund balance in the amount of \$186,254 for this funding obligation.

**12. Absentee Ballot Board for 2022** [2022-366](#)

Sponsors: Property Tax, Records & Election Services

1. Establish a Ramsey County Absentee Ballot Board.
2. Authorize the County Auditor to appoint members to serve on the Ramsey County Absentee Ballot Board.

**13. Appointments to the Corrections Advisory Board** [2022-362](#)

Sponsors: Community Corrections

Appoint Marika Reese, Cyle A. Cramer and Christiaan A Van Lierop to the Ramsey County Corrections Advisory Board for a two-year term beginning July 12, 2022 and ending December 31, 2024.

**14. Appointments to the Community Health Services Advisory Committee** [2022-363](#)

Sponsors: Public Health

Appoint the following individuals to the Community Health Services Advisory Committee: Rajaram Swaminathan for a term starting July 12, 2022 and ending June 26, 2023; Christiaan A. Van Lierop, Hongyi Lan and John W. Larkin for a term starting July 12, 2022 and ending June 26, 2024.

**15. Appointment to the Disabled Veterans Rest Camp Board** [2022-377](#)

Sponsors: Board of Commissioners

Appoint Donn A. Lindstrom to the Disabled Veterans Rest Camp Board for a term beginning July 12, 2022 and ending August 1, 2024.

- 16. Appointment to the Extension Committee** [2022-365](#)  
Sponsors: Communications & Public Relations  
Appoint Heidi Miller to the Extension Committee for a three-year term beginning July 12, 2022 and ending December 31, 2025.
- 17. Appointments to the Parks and Recreation Commission** [2022-319](#)  
Sponsors: Parks & Recreation  
Appoint Jordan Nelson (incumbent) and Tamara Mattison to the Parks and Recreation Commission for a term beginning July 12, 2022 and ending June 1, 2025.
- 18. Appointments to the Personnel Review Board** [2022-380](#)  
Sponsors: Human Resources  
Appoint Heidi Miller and Arlene Hubbard to the Personnel Review Board for a four-year term beginning July 12, 2022 and ending August 1, 2026.
- 19. Appointment to the Ramsey County Library Board** [2022-376](#)  
Sponsors: Library  
Appoint Andrea West to the Ramsey County Library Board for the remainder of the 2022 calendar year ending December 31, 2022.

## ORDINANCE PROCEDURES

- 20. Ramsey County Smoking and Commercial Tobacco Use Ordinance - Adopt the Ordinance** [2022-358](#)  
Sponsors: Public Health  
Adopt the Ramsey County Smoking and Commercial Tobacco Use Ordinance.

## COUNTY CONNECTIONS

## OUTSIDE BOARD AND COMMITTEE REPORTS

## BOARD CHAIR UPDATE

## ADJOURNMENT

Following County Board Meeting:

Housing and Redevelopment Authority Meeting – Council Chambers, Courthouse - Room 300

10:30 a.m. (estimated) Board Workshop: Ramsey County Public Safety Systems Transformation  
Council Chambers, Courthouse - Room 300

1:30 p.m. Closed Meeting - **\*\*CLOSED TO PUBLIC\*\***: Re - Sullivan v. Ramsey County  
Courthouse - Room 220, large conference room

Advance Notice:

July 19, 2022 County board meeting – Council Chambers

July 26, 2022 No county board meeting – NACo Annual Conference

August 2, 2022 County board meeting – Council Chambers

August 9, 2022 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:** 2022-311

**Meeting Date:** 7/12/2022

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**Sponsor:** County Manager's Office

**Title**

Agenda of July 12, 2022 is Presented for Approval

**Recommendation**

Approve the agenda of July 12, 2022.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2022-312

**Meeting Date:** 7/12/2022

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**Sponsor:** County Manager's Office

**Title**

Minutes from June 28, 2022 are Presented for Approval

**Recommendation**

Approve the June 28, 2022 Minutes.

**Attachments**

1. June 28, 2022 Minutes



# Board of Commissioners

## Minutes

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

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June 28, 2022 - 9 a.m.

Council Chambers - Courthouse Room 300

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The Ramsey County Board of Commissioners met in regular session at 9:05 a.m. with the following members present: Carter, Frethem, McDonough, McGuire, Ortega and Chair MatasCastillo. Absent: Reinhardt. Also present were Ryan O'Connor, County Manager, and Sam Clark, Civil Division Director, Ramsey County Attorney's Office.

### ROLL CALL

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

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

Read by Commissioner Carter.

Every community owes its existence and vitality to generations from around the world who contributed their hopes, dreams, and energy to making the history that led to this moment. Some were brought here against their will, some were drawn to leave their distant homes in hope of a better life, and some have lived on this land since time immemorial. Truth and acknowledgment are critical to building mutual respect and connection across all barriers of heritage and difference.

We are standing on the ancestral lands of the Dakota People. We want to acknowledge the Ojibwe, the Ho Chunk and the other nations of people who also called this place home. We pay respects to their elders past and present. Please take a moment to consider the treaties made by the tribal nations that entitle non-Native people to live and work on traditional Native lands. Consider the many legacies of violence, displacement, migration, and settlement that bring.

1. Agenda of Month June 28, 2022 is Presented for Approval [2022-307](#)

Sponsors: County Manager's Office

Approve the agenda of June 28, 2022.

Motion by McDonough, seconded by McGuire. Motion passed.

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

2. Minutes from June 21, 2022 are Presented for Approval [2022-308](#)

Sponsors: County Manager's Office

Approve the June 21, 2022 Minutes.

Motion by Carter, seconded by Frethem. Motion passed.

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



**ORDINANCE PROCEDURES**

- 3. Ramsey County Smoking and Commercial Tobacco Use Ordinance - Waive Second Reading and Hold the Public Hearing [2022-356](#)

Sponsors: Public Health

- 1. Waive the second reading of the proposed Ramsey County Smoking and Commercial Tobacco Use Ordinance.
- 2. Hold the Public Hearing for the proposed Ramsey County Smoking and Commercial Tobacco Use Ordinance.

Chair MatasCastillo opened the public hearing at 9:08 a.m. Public testimony was heard from the following residents: Eugene Nichols - Shoreview, Yakasah Wehyee - Falcon Heights, Damone Presley Sr - Saint Paul, Thomas Kottke - Saint Paul, Charles Barklen - resident, and Tianna May - Saint Paul. Chair MatasCastillo called for further comments, hearing none, the chair closed the public hearing at 9:22 a.m.

Motion by Frethem, seconded by McGuire. Motion passed.

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

Absent: Reinhardt

Resolution: B2022-148

- 4. Proposed Property Management Department Ordinance - Waive First Reading and Set Public Hearing Date [2022-341](#)

Sponsors: Economic Growth and Community Investment

- 1. Waive the First Reading of the proposed Property Management Department Ordinance.
- 2. Set the Public Hearing date of July 19, 2022 at 9 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of Ramsey County Courthouse, 15 West Kellogg Boulevard, Saint Paul, MN, to afford the public an opportunity to comment on the proposed Property Management Department Ordinance.

Motion by Ortega, seconded by Frethem. Motion passed.

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

Absent: Reinhardt

Resolution: B2022-149

**ADMINISTRATIVE ITEMS**

- 5. Approve the Revised Salary Grade for Five Job Classifications in the Parks Maintenance and Operations Supervisory Job Family [2022-348](#)

Sponsors: Human Resources

Approve the Revised Salary Grade for five Job Classifications in the Parks Maintenance and Operations Supervisory Job Family to include the following titles:

<u>Job Classification</u>	<u>Schedule Grade</u>	<u>Annual Salary Range</u>
Arena Superintendent	From: 02A 25	\$56,288 - \$83,566
To: 02A 28	\$63,284 - \$93,955	
Building Operations Supervisor	From: 02A 22	\$50,105 - \$74,203
To: 02A 28	\$63,284 - \$93,955	

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Golf Course Superintendent From: 02A 25 \$56,288 - \$83,566  
To: 02A 28 \$63,284 - \$93,955

Park Operations Assistant From: 02A 25 \$56,288 - \$83,566  
Supervisor To: 02A 28 \$63,284 - \$93,955

Recreation Services Supervisor From: 02A 25 \$56,288 - \$83,566  
To: 02A 28 \$63,284 - \$93,955

Motion by Carter, seconded by McGuire. Motion passed.

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

Absent: Reinhardt

Resolution: [B2022-150](#)

6. Property Tax Abatement

[2022-353](#)

Sponsors: County Assessor's Office

Approve the property tax abatement, and any penalty and interest, with a reduction of \$10,000 or more for:

- 37-00-01-51-0002, Saint Paul
- 37-00-01-52-0003, Saint Paul
- 37-00-01-56-0001, Saint Paul
- 37-00-53-36-0007, Little Canada
- 37-00-53-46-0008, Little Canada
- 37-00-79-17-0005, Roseville
- 37-00-79-36-0006, Roseville
- 37-00-79-37-0004, Roseville
- 37-00-89-40-0009, Vadnais Heights
- 37-00-93-40-0011, White Bear Lake
- 37-00-93-46-0012, White Bear Lake
- 37-00-93-47-0014, White Bear Lake
- 37-00-97-40-0010, White Bear Township
- 37-00-97-46-0013, White Bear Township
- 37-00-97-47-0015, White Bear Township

Motion by Carter, seconded by McGuire. Motion passed.

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

Absent: Reinhardt

Resolution: [B2022-151](#)

7. Amendment to the Joint Powers Agreement with City of Saint Paul for the Transference of Emergency Solutions Grant Funds

[2022-350](#)

Sponsors: Housing Stability

1. Approve the amended and restated Joint Powers Agreement with the city of Saint Paul for the transference of Emergency Solutions Grant Funds.
2. Authorize the Chair and Chief Clerk to execute the amended and restated Joint Powers Agreement.

Motion by Carter, seconded by McGuire. Motion passed.

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

Absent: Reinhardt

Resolution: [B2022-152](#)

- 8. Third Amendment to the Lease Agreement with Face to Face Health & Counseling Services, Inc. [2022-352](#)

Sponsors: Housing Stability , Property Management

1. Approve the Third Amendment to the Lease Agreement with Face to Face Health & Counseling Services, Inc., 1165 Arcade Street, Saint Paul, MN 55106 for space in the Annex of the Metro Square Building, 121 East Seventh Place, Saint Paul, MN 55101, from July 1, 2022 through June 30, 2025, in the total amount of \$250,000 or as increased based on the Ramsey County blended rate for county departments.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

Motion by Carter, seconded by McGuire. Motion passed.

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

Absent: Reinhardt

Resolution: [B2022-153](#)

- 9. Project Agreement for Metro Workforce Development Funds with the Minnesota Association of Workforce Boards [2022-345](#)

Sponsors: Workforce Solutions

1. Accept project-awarded funds and approve a project agreement from the Minnesota Association of Workforce Boards for Regional Project for the period of March 15, 2022 through December 31, 2022 in the amount of \$20,242.
2. Authorize the County Manager or designee to execute the project agreement.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county’s procurement policies and procedures, provided the amounts are within the limits of the grant funding.
4. Authorize the County Manager to establish a Minnesota Association of Workforce Boards project account and to transfer related expenses and revenues to this project.
5. Authorize the County Manager to apply for and accept additional project funds from the Minnesota Association of Workforce Boards for the period of March 15, 2022 through June 30, 2024 in a form approved by the County Attorney’s office.

Motion by Carter, seconded by McGuire. Motion passed.

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

Absent: Reinhardt

Resolution: [B2022-154](#)

- 10. Appointment to the Workforce Innovation Board of Ramsey County [2022-343](#)

Sponsors: Workforce Solutions

Appoint the following individuals to serve on the Workforce Innovation Board of Ramsey County for a term commencing August 1, 2022 and ending on July 31, 2024:

- Jennifer Germain (incumbent)            One-Stop Center Partner
- Susan Jambor (incumbent)            Business
- Hyon Kim (incumbent)                Business
- Camila Mercado Michelli (incumbent)    Community-Based Organization
- John Perlich                              Business
- Elisa Rasmussen (incumbent)        Business

Motion by Carter, seconded by McGuire. Motion passed.

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

Absent: Reinhardt

Resolution: B2022-155

11. Cancellation of the July 26, 2022 Board Meeting

[2022-387](#)

Sponsors: Board of Commissioners

Cancel the Ramsey County board meeting of July 26, 2022.

Motion by Carter, seconded by McGuire. Motion passed.

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

Absent: Reinhardt

Resolution: B2022-156

### COUNTY CONNECTIONS

Presented by Acting County Manager, Elizabeth Tolzmann. 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 MatasCastillo. Discussion can be found on archived video.

### ADJOURNMENT

Chair MatasCastillo declared the meeting adjourned at 9:39 a.m.



# Board of Commissioners

## Request for Board Action

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

**Item Number:** 2022-207

**Meeting Date:** 7/12/2022

**Sponsor:** Human Resources

### Title

Designation of a Position to Unclassified, Unrepresented Service in the Financial Assistance Services Department in Accordance with the Personnel Act, Minnesota Statute 383A.286, Subdivision 3

### Recommendation

Approve the change in designation of a current classified supervisor position to that of an unclassified, unrepresented position for use as a role of Deputy Director of Financial Assistance Services in accordance with the Personnel Act, Minnesota Statute 383A.286, Subdivision 3.

### Background and Rationale

At the direction of the director of Financial Assistance Services (FAS), the proposed new deputy director role would be expected to provide direction and executive support for overall management and operational functions. This position would be responsible for coordinating assigned program activities and operations within the department and with outside agencies. Duties include representing FAS at county-wide policy development workgroups, legislative platform development and performing duties and responsibilities of the director in their absence.

Additionally, the role would:

- Provide executive support for internal and external stakeholder relationships.
- Engage staff at all levels to address needed changes both operationally and culturally.
- Manage and lead department efforts to develop and create a shared vision and process for development that improves economic growth and business retention.
- Assist with the overall vision, long-range strategic planning, leadership and direction of the Health and Wellness Service Team and to perform related duties as assigned.

The addition of this position will strengthen the FAS management team and better enable each department division to serve the residents of Ramsey County. Staff will also receive focused support from leadership and work in an environment that naturally fosters collaboration.

This request will not require a change in the personnel complement or additional funding. A vacant supervisory position which is no longer utilized will be reclassified to the classification of deputy director - Financial Assistance Services.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

The deputy director will function as a member of the FAS leadership team and have significant involvement in the formulation and implementation of policies and procedures related to community engagement, race equity and the elimination of racial disparities. This role will champion the departments strategic initiatives to achieve racial equity and support the FAS leaders in managing work to assist clients in finding community resources

that meet their needs.

**Community Participation Level and Impact**

FAS programming provides economic support to single adults and families by helping to meet basic needs. The department determines initial and ongoing eligibility for economic assistance programs including cash assistance, food support, medical assistance, childcare, and emergency assistance. These programs often complement other maintenance programs for low-income recipients. This action will enable each department division to better focus on providing effective, efficient and accessible operations for our residents.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

This action will not require a complement increase for the department and is already included as part of the approved 2022-23 Financial Assistance Services department budget. Funding for the proposed new role will come from savings from current vacancies.

**Last Previous Action**

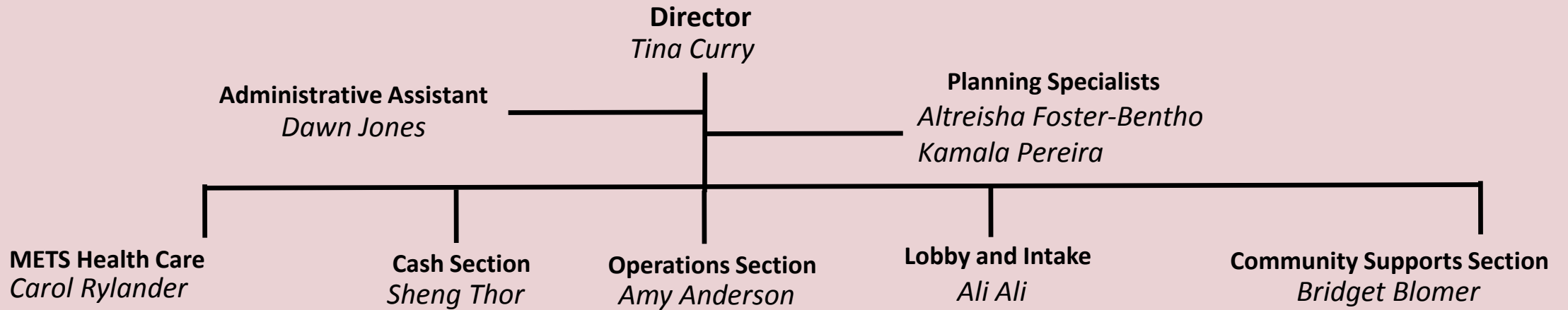
None.

**Attachments**

1. Department Organizational Chart

# Financial Assistance Services

## Department Organizational Structure



### METS Health Care

METS Health Care serves individuals and families applying for or are enrolled in MNsure health care via the METS system. METS Health Care staff manage applications entered online by Ramsey County residents via [mnsure.org](http://mnsure.org).

### Cash Section

The Cash Section serves individuals and families applying for or receiving cash economic support programs. These programs include the Minnesota Family Investment Program (MFIP), Divisionary Work Program (DWP), Child Care Assistance Program (CCAP), General Assistance (GA) and Minnesota Supplemental Aid (MSA).

### Operations

The Operations section consists of the FAS Training Team, Quality Control Team, Emergency Assistance Team, FAS Call Center Team, and SNAP Case Management teams, who serve individuals and families receiving Supplemental Nutrition Assistance Program (SNAP) benefits.

### Intake Section

The Intake Section handles all in lobby initial inquiries for public assistance from the initial contact to the issuance of initial benefits after the eligibility determination.

### Community Support

Community Support specializes in Homeless Services, intake and case management for Group Residential Housing (GRH) and Medical Assistance (MA) programs, including Long Term Care and Waivers.

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2022-061

**Meeting Date:** 7/12/2022

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**Sponsor:** Human Resources

### Title

Designation of two Unclassified, Unrepresented positions in the Public Health Department in Accordance with the Personnel Act, Minnesota Statute 383A.286, Subdivision 3.

### Recommendation

Approve the change in designation of two Planning Specialist positions to that of two unclassified, unrepresented positions, such as Deputy Director positions in the Public Health Department in accordance with the Personnel Act, Minnesota Statute 383A.286, Subdivision 3.

### Background and Rationale

Public Health department's responsibilities continue to be highly complex which necessitate the need for positions/roles to support the growing team and ensure county initiatives and priorities are represented throughout department policies and programs. Human Resources recommends the approval of the Health and Wellness Service Team's request to change the designation of two currently vacant classified Full-Time Equivalents (FTEs) to that of two unclassified, unrepresented positions that will be utilized in roles that assist the department director in managing the Public Health department.

Reporting directly to the department director, the two designated unclassified, unrepresented positions will assist in overseeing department divisions, supervising staff, and assisting the director, leadership team, and county management with planning and implementing department objectives and strategies. Responsibilities may include assisting with developing department strategic plans; planning, developing, evaluating, and implementing department policies, programs, projects, and service offerings; planning and managing department budgets; establishing partnerships with external agencies, key stakeholders, and community members; and ensuring compliance with applicable regulations, policies, and procedures.

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

Well-being

Prosperity

Opportunity

Accountability

### Racial Equity Impact

Ramsey County's vision for a vibrant community where all are valued and thrive is dependent on being a community where all residents can experience fair outcomes and opportunities for advancement and growth. Public Health programs and services are directly and indirectly connected to the health and well-being of all residents. Public Health, under the guidance of the Public Health director, has an important role and responsibility to advance racial and health equity with an emphasis on social determinants of health and reaching Black, American Indian, and other underserved communities in Ramsey County. This is achieved through the department's strategic plan and community health priorities both of which elevate and address racial and ethnic based health disparities and inequities that have been identified through the community health assessment and community health improvement plan.

### Community Participation Level and Impact

Public Health engages county residents to align with the county's vision, programming, and services to meet



the needs of residents. Community partnership and participation is an integral part of Public Health's work. Participation includes membership on advisory committees, work with trusted messengers and community partners that represent the diverse communities served, and a strong alignment with the Racial and Health Equity Administrators and Liaisons to advance racial and health equity through shared community power.

Specifically, Public Health leadership and staff work with the Saint Paul - Ramsey County Community Health Services Advisory Committee (CHSAC) that advises the Ramsey County Board of Commissioners and Saint Paul's Mayor and City Council on issues related to public health. The CHSAC meets with the director of Public Health, as well as other department staff, including division directors. Members of the CHSAC provide a critical connection to the Saint Paul and Ramsey County community, bringing their diverse lived experience, knowledge, and skills as we work to address racial and ethnic-based health disparities and inequities that continue to exist in Ramsey County. The CHSAC provides critical direction on the department's strategic plan and community health priorities both of which elevate and address racial and ethnic based health disparities and inequities that have been identified through the community health assessment.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

This action will not require a complement increase for the department and is already included as part of the approved 2022-2023 Public Health department budget. Funding for the proposed new role will come from savings from current vacancies and efficiencies gained from process improvements over the current budget cycle.

**Last Previous Action**

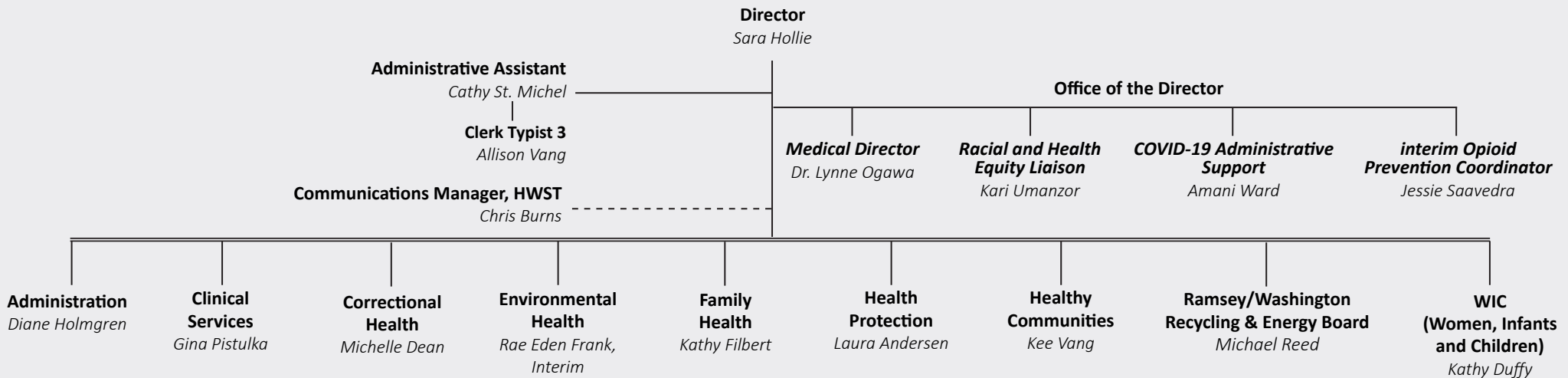
None.

**Attachments**

1. Public Health Department Organization Chart.

# Saint Paul - Ramsey County Public Health

## H E A L T H A N D W E L L N E S S S E R V I C E T E A M



### Administration

Birth, Death and other Vital Records; Human Resources; Budgeting, Accounting, Procurement, and Payroll Services; Facilities Management; Information Services Technical Support & Coordination; Health Information Systems and Privacy Compliance; Employee Health and Safety; Health Laboratory; HouseCalls; Community Health Assessment, Data Analysis, Planning and Evaluation.

### Clinical Services

Sexual Health, Tuberculosis, and Immunization Services; Perinatal Hepatitis B Prevention; Refugee Screening.

### Correctional Health

Services provided to incarcerated individuals at the Ramsey County Correctional Facility (RCCF), Juvenile Detention Center (JDC), Boys Totem Town (BTT) and the Adult Detention Center (ADC).

### Environmental Health

Resource Recovery Project management; Policy development, evaluation, and planning of Waste Reduction, Recycling, and Solid and Hazardous Waste issues; Education, promotion and assistance to households and businesses on environmental health issues; Delegated MDH licensing and inspections of Food and Lodging, Manufactured Home Parks, Public Swimming Pools, Radon Detection, Public Health Nuisance Control; Solid and Hazardous Waste Compliance: Solid Waste Haulers and Hazardous Waste Generators.

### Family Health

Targeted Home Visiting Services for Pregnant and Parenting Families At-Risk, including Refugees and Immigrants, Teen Parents, and Children with Special Health Care Needs; Assessment and Case Management for Teen Parents on Minnesota Family Investment Program (MFIP); Childhood Asthma Management; Childhood Lead Poisoning Prevention; Early Intervention for children birth to five. The Community Outreach team collaborates with Ramsey County residents and stakeholders in activities aimed at reducing health disparities including improving birth outcomes through the Birth Equity Community Council (BECC), Club Mom and Club Dad.

### Health Protection

Public Health Emergency Response Planning, Training and Recovery Capabilities; Medical Reserve Corps Management; Communicable Disease Surveillance, Investigation and Control.

### Healthy Communities

Chronic Disease Prevention (Statewide Health Improvement Partnership – SHIP); Child and Teen Checkups Outreach; Family and Community Violence Prevention; Adolescent Health Promotion/Teen Pregnancy Prevention; Hmong Community Health Promotion; Healthy Aging; Mental Wellbeing and Health Equity; SOS Sexual Violence Services.

### WIC (Women, Infants and Children)

Nutrition Assessment and Education; Basic Health Screenings; Referrals and Vouchers for supplemental nutritious foods for pregnant and breastfeeding women, women who have recently given birth, infants and children up to age five.

November 2021

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2022-355

**Meeting Date:** 7/12/2022

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**Sponsor:** Human Resources

### Title

Terms of Collective Bargaining Agreement with Teamsters 320 Chief Correctional Officer's in the Ramsey County Sheriff's Office for the Year 2021.

### Recommendation

1. Approve the terms of the collective bargaining agreement with Teamsters 320 Chief Correctional Officer's for the year 2021.
2. Authorize the Chair and the County Manager, to execute the agreement incorporating the terms and conditions.

### Background and Rationale

Collective bargaining with Teamsters 320 Chief Correctional Officer's resulted in a tentative agreement for a one-year contract for the year of 2021 on all items other than the issue of separation pay which was submitted to a neutral arbitrator to determine. This bargaining unit represents approximately six employees who work at the Ramsey County Sheriff's Office in the job classification of Chief Correctional Officer.

The current agreement expired December 31, 2020 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the result of negotiations between the parties and final interest arbitration award on the issue of separation pay. This agreement reflects the diligent efforts of union and management participants in the bargaining process as well as the assistance of the mediators at the Bureau of Mediation Services and a neutral third-party arbitrator.

A settlement was reached between the parties on July 21, 2021 during a mediated session with the Bureau of Mediation Services. Teamsters 320 Chief Correctional Officer's subsequently voted the tentative agreement but it was an unsuccessful ratification. The parties then certified the single unsettled issue of separation pay to be determined by the interest arbitration process. The arbitration hearing took place on April 29, 2022 and the arbitrator's award was issued May 17, 2022. The arbitration award concluded the bargaining process on all issues for the 2021 labor agreement.

Although the challenges were significant, there was ample opportunity to address the interests of both union and management and there is a successful conclusion of this process. The proposed settlement addresses the important interests of affected employees and the county while staying within the financial parameters authorized by the Ramsey County Board.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

With over 400 employees in the Ramsey County Sheriff's Office, 27% are racially and ethnically diverse. This is similar to the diversity of the civilian workforce for Ramsey County (American Community Survey, Five Year Estimates 2015-2019). While this overall statistic lags in comparison to the county's overall racial and ethnic

diversity of the workforce, the Sheriff's Office new hire data matches the county's overall rate of new hires of racially and ethnically diverse backgrounds at 63%. Collective Bargaining Agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide protective services to the residents of Ramsey County and promote the county's vision, mission and goals.

**Community Participation Level and Impact**

This action is strictly operational and internal facing. The union completed a vote of its membership and engaged in its right to submit issues to interest arbitration pursuant to the internal union process. This agreement is the result of a traditional negotiation process in which the county and the union meet to resolve identified issues using both a collaborative and productive approach.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Sufficient funds are available for the 0.5% general wage adjustment.

**Last Previous Action**

None.

**Attachments**

1. 2021 Arbitration Teamsters 320 Chief Correctional Officer Tentative Agreement Summary List

**Teamsters 320 Chief Correctional Officer's**

**Tentative Agreement List for 2021 Contract**

**TA- Following 7/21/2021 Mediation and Interest Arbitration Award 5/17/2022**

**DURATION**

This Agreement shall be effective as of the first day of January 2021 and shall remain in full force and effect until the last day of December 2021.

**Compensation Related Changes:**

**WAGES**

**2021**

Increase: 0.5%

Effective Date: First Full Pay Period (FFPP) following January 1, 2021. Employees shall progress through the wage schedule per the applicable salary plan in 2021.

**INSURANCE- Agreement via MOA effective 01/01/2021 – incorporate language from agreement into the contract**

**Medical:**

**2021**

Single Coverage:

Employee Pays \$75/mo.

Family Coverage:

Split of Increase 75% employer  
25% employee

**Dental:**

2021 – 50/50 split of premium increase/decrease

New insurance premium rates effective January 1, 2021.

**RETIREE INSURANCE CONTRIBUTIONS**

**Regular Retiree Minimum Payment:**

**2021**

Single – No less than: \$65/mo.

Family – No less than: \$140/mo.

**Early Retiree Medical – Same contribution as active employee for 2021.**

**Clothing Allowance – Article 16.1**

Increase clothing allowance from \$700 to \$725 effective the first full pay period following January 1, 2021.

**ARTICLE 23. Education**

MOA to extend access to training funds for an additional year. See attached draft MOA

**\*New MOA, "One-Time Additional Clothing Payment- 2021"**

Provide a one-time cash payment of \$200.00 to all Chief CO's due to the wear and tear impact on employer provided equipment throughout the COVID-19 pandemic, following County Board approval of the total tentative agreement.

**MOAs**

- Work Schedule – Keep
- Clothing Allowance Voucher – Keep
- Short/Long Term Sick Leave Bank – Keep
- Watch Commander Assignments – Continue for year 2021,
- Post Termination Health Care Savings Plan – Keep
- 2019-2020 Holiday – Continue for 2021

**Housekeeping – Parties to review upon redline of final agreement**

- Update dates and numbering throughout the contract.
- Add page numbers to MOAs and add to index.
- Modify gender pronouns.

**Redline Language Changes**

**Article 16 Clothing Allowance**

16.1 Effective January 1, 2021, each employee will receive the amount of \$725 (seven hundred twenty five dollars) as a clothing allowance for use in purchasing replacement of uniforms as required. For employees not working a full calendar year, this amount will be adjusted on a pro rata basis. Uniform allowance will be paid on January 1 each year.

**Article 21 Insurance**

21.1 Employee Insurance – The County will provide the following insurance contributions on the 1st of the month following 30 (thirty) days of employment to provisional, probationary and permanent employees who elect insurance coverage: (All contributions shown for medical and dental are monthly and based on full-time employment.)

(1) Medical Insurance:

2021– Employees shall contribute \$75 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2019 to 2020, 75% County/25% employee.

Changes will be effective on January 1, 2021.

(2) Dental Insurance:

2021– The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.

Changes will be effective January 1, 2021.

(3) Life Insurance:

The County will provide group life insurance equal to one times an employee's annual salary. (minimum \$10,000, maximum \$50,000). Optional life insurance will be employee paid.

(4) Long-Term Disability:

The County will provide a basic long-term disability benefit providing 40% income replacement. Employees may buy an additional 20% income replacement at their own expense for a total of 60%.

(5) Short-Term Disability:

The County will offer an employee paid short-term disability plan to employees effective 1/1/2000 subject to meeting insurance carriers' enrollment requirements. The Union will allow the Employer to offer a pre-tax cafeteria plan that includes Health Care Expense Account-Premium Option, Health Care Reimbursement Account, and the Dependent Care Reimbursement Account to members of the bargaining unit. Participation is voluntary. The employer will contact the Union representative thirty (30) days or more prior to implementing any substantive changes in the program. If the Union disagrees with the proposed changes, the changes will not be implemented for the members of the bargaining unit unless legally required.

20.2 **Eligibility**

Retiree Insurance: Employees who retire from Ramsey County under provisions of the Public Employment Retirement Act may participate at their option under the health and welfare insurance plans for retired Ramsey County employees. There is no County contribution to dental insurance premiums. County contribution for medical insurance is as follows:

**Employees hired before July 1, 1992** – Employees hired before July 1, 1992 must have 10 years (20,800 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums. If an employee retires under PERA disability retirement, the employee must have 5 years (10,400 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums.

**Employees hired on or after July 1, 1992** – Employees hired on or after July 1, 1992 must have 20 years (41,600 hours) of County service to receive 50% of the County contribution to retiree medical insurance premiums. This amount will increase by 4% for each additional year (2,080 hours) of County service until there is a maximum of 90% of the County contribution after 30 years (62,400 hours).

**Current insurance eligible employees hired between 7/1/92 and 12/31/05** – Current insurance eligible employees hired between 7/1/92 and 12/31/05 elected in writing prior to 11/1/06 whether they would maintain their current retiree insurance benefit, or opt out of the current retiree benefit and participate in the Health Care Savings Plan (HCSP) option. **This was a one time, irrevocable decision. Employees who did not make an election in writing prior to 11/1/06, were deemed to have elected to retain their current retiree insurance benefit.**

Effective the 1st full pay period following 1/1/07, employees opting out of the current retiree insurance benefit contribute 1% of salary on a per pay period basis to the HCSP.

The County will contribute five hundred twenty five dollars and twenty cents (\$525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents (\$738.40) per year.

Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave.

Only insurance-eligible employees are eligible to participate in this HCSP option.

**Employees hired on or after 1/1/06** - Employees hired on or after 1/1/06 will not receive any County contribution toward retiree insurance. Employees who meet the eligibility requirements for retiree insurance may participate in the County's retiree insurance plan but will be responsible for the entire premium.

All new employees hired on or after 1/1/06 will contribute 1% of salary on a per pay period basis to a Health Care Savings Plan (HCSP).

The County will contribute five hundred twenty five dollars and twenty cents (\$525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (\$634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents (\$738.40) per year. Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave. Only insurance-eligible employees are eligible to participate in this HCSP option.

#### **County Contributions**

**Early Retiree Contributions:** For employees retired from Ramsey County who are less than the age of Medicare eligibility (early retirees), the County will make the same contribution to medical insurance premium as for active employees, subject to the years-of-service requirements listed above.

**Regular Retiree Contributions:** For employees retired from Ramsey County who are eligible for Medicare, or are at or exceed the age of Medicare eligibility (regular retirees):

2021- The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$65.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$140.00 per month.

County contributions are subject to the years of service requirements listed above. All changes effective January 1 each year.

## **Article 25      Wages**

25.3      The following general wage increase will be applied to the wage rates in effect on December 31, 2020.

0.5% increase plus steps effective the first full pay period after January 1, 2021



**New MOAs- See attached**

- 1. 2021 Training Rollover**
- 2. 2021 One-time Clothing payment**

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2022-364

**Meeting Date:** 7/12/2022

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**Sponsor:** Information Services

**Title**

Agreement with Nearmap US, Inc. for Aerial Imagery and Web Services

**Recommendation**

1. Approve the selection of and the agreement with Nearmap US, Inc., 10897 South River Front Parkway, Suite 150, South Jordan, UT, 80495 for aerial imagery and web services for the period of July 31, 2022 through July 31, 2027 in the amount of \$51,500 per year and \$257,500 for the term of the agreement.
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**

Ramsey County, through the Information Services department, has an on-going need to acquire updated digital aerial imagery to capture varying ground, built environment, vegetation, and surface water conditions within the county, for a variety of functions and tasks common to county government.

Uses of the desired aerial imagery data include basic mapping and visual inspection, use in planning, engineering design, natural resource management, support for public works and land surveying operations, preparing graphics for exhibits and presentations, disaster assessment and incident response, real estate acquisition, property value appraisal, environmental impact assessment, maintenance activities, landscape change detection, decision support for emergency services and for integration with other geospatial data sets. The county has previously entered into agreements with multiple aerial imagery contractors within the County Manager's delegated authority.

The aerial imagery available to the county through this contractor's subscription service will be used by various departments within the county and shall be shared with consultants, contractors, municipal units, watershed management unit staff, members of the Ramsey County GIS User Group (which is comprised of both municipal and watershed management unit staff and jointly contributes funds for this service), and other government agencies and the public as needed. In addition, it will be utilized in online web viewer applications as well as inserted into field collection applications to support the efficient and effective work of county government.

On June 16, 2021, a Request for Proposals (RFP) was released for Aerial Imagery and Web Services. The competitive solicitation summary is below:

RFP Title: Aerial Imagery and Web Services

RFP Release Date: June 16, 2021

RFP Response Date: July 22, 2021

Number of Contractors Notified: 50

Number of Proposal Responses: 4

Proposal Evaluation Team: Information Services Senior Business Analyst; Information Services Business Solutions Manager; County Assessor Land Records Supervisor; County Assessor; Residential Appraiser 3; County Assessor Residential Supervisor; Emergency Communications GIS Specialist; Public Works County Surveyor.

Evaluation Criteria: Contractor Qualifications (experience, training, technical and professional ability); Personnel Qualifications (experience, training, technical and professional ability); Project Understanding and Approach; Cost,

Contractor recommended: Nearmap US, Inc.

The evaluation team reviewed the proposals based on the criteria identified in the solicitation and recommended Nearmap US, Inc.

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

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

The action of acquisition of aerial imagery by itself does not have a measurable racial equity impact as the action provides services the county uses to provide for its entire diverse community. The racial equity impact is considered by departments during the implementation of the supported programs and services for county residents. The county makes its aerial imagery resources available to the public in a variety of ways, through web mapping applications for viewing and usage and access to the files themselves via various means. Aerial imagery products are not language dependent resources as are other means of information delivery used by the county. By increasing the capacity to provide information to the public through this format, the county enhances the ability to communicate more equitably across cultural boundaries.

**Community Participation Level and Impact**

No community participation was engaged for the request for proposals or the selection of Nearmap US, Inc. However, the data and derived imagery acquired and used by the county from Nearmap US, Inc. contracted work will be available and can be accessed directly by the community at <https://maps.co.ramsey.mn.us/MapRamsey/> and via other sites and resources maintained and published by the county. Nearmap US, Inc.'s aerial imagery products will also serve and support many of the county's daily activities and initiatives, which have potential for community engagement.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

Funding is available in the approved 2022-23 Information Services operating budget and will be included in subsequent budgets.

**Last Previous Action**

None.

**Attachments**

1. Professional Services Agreement



## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Information Services, 90 W. Plato Blvd., St. Paul, MN 55107 ("County") and Nearmap US, Inc., 10897 S. River Front Parkway, Suite 150, South Jordan, UT 84095, registered as a Corporation in the State of Delaware ("Contractor"). Contractor hereby certifies it is registered in the state of Minnesota, is active and in good standing.

### 1. Term

#### 1.1.

The original term of this Agreement shall be from July 31, 2022 through July 31, 2027 and may not be renewed.

### 2. Scope of Service

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

#### 2.1.

Aerial imagery products and services consisting of:

Orthophotography Imagery Capture pursuant to the requirements described in Ramsey County RFP ISDP0000009041 which is incorporated by reference into this Agreement.

Order of governance regarding the Terms and Conditions of this Agreement between the parties shall be as follows:

- a. This Professional Services Agreement (“PSA”)
- b. Additional Terms and Conditions/Modifications to Nearmap Products Agreement – Attachment A
- c. Product-Specific Terms – Attachment B
- d. Nearmap Products Agreement (“Products Agreement”) - Attachment C
- e. Quote – Attachment D
- f. Fair Use Policy – Attachment E
- g. Nearmap’s Privacy Policy (as modified from time to time)– Attachment F

If there is any ambiguity or inconsistency between the documents comprising this Agreement, the document appearing higher in the list will have precedence.

#### 2.2.

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

#### 2.3.

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

### 3. Schedule

The Contractor shall provide services in accordance with the terms of this Agreement.

#### **4. Cost**

##### **4.1.**

The County shall pay the Contractor the following unit rates:  
As shown in Attachment D – Quote.

#### **5. Special Conditions**

##### **5.1.**

Additional Modules/Products/Services

The County reserves the right throughout the term of the Agreement to add or acquire other modules, products, or services that the Contractor can supply that are similar to, but not specifically called for in the Agreement. All changes, including SOW's or Service Orders, require a written amendment to the contract and work cannot begin until the amendment is electronically approved by those who are authorized by the County and the Contractor.

Any contract amendments for additional modules/features will pertain only to those requested and will not result in further renegotiations of the existing contract terms and conditions. However, the County acknowledges that should there be product-specific terms relating to the purchase of new products, the Contractor shall supply those terms in the contract amendment and the County will comply with those requirements.

#### **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 as mutually agreed upon by Contractor and the County.

###### **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.**

To the extent it applies, 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.

**6.4.3.**

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

**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 Sean Kelly, Director of Survey Operations (North America), 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. *Intentionally Omitted.***

## **6.7. *Intentionally Omitted.***

### **6.7.1. - *Intentionally Omitted.***

### **6.7.2. - *Intentionally Omitted.***

### **6.7.3. - *Intentionally Omitted.***

### **6.7.4. - *Intentionally Omitted.***

### **6.7.5. - *Intentionally Omitted.***

## **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 or performance of Contractor's obligations pursuant to this Agreement. Contractor's obligation to indemnify is reduced to the extent that such liability was caused by or contributed to by the County, its officials, agents and employees.

## **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 \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

**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 and XCU.

**6.9.3.2**

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, 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.

**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.**

If the Contractor is flying aircraft on behalf of County as part of the Contractor's services under the Agreement, Contractor shall have aircraft liability insurance coverage for third party liability (including passenger liability, bodily injury and property damage) and non-owned aircraft liability in amounts equivalent to the policy limits carried for each aircraft, but not less than \$5,000,000 combined single limit/each occurrence. Contractor shall also have \$5,000,000 in personal injury and advertising liability, and war risk liability insurance in an amount not less than \$5,000,000 each occurrence and in the aggregate. Each policy required under this section shall contain a severability of interest provision.

**6.9.4.3.**

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

**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.**

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

**6.9.8.**

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

**6.9.9.**

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

**6.9.10.**

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

**6.9.11.**

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

**6.9.12.**

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

**6.9.13.**

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

**6.9.14. *Intentionally Omitted.***

**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 email or 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 change, notice of such change shall be given to the other Party in accordance with the provisions of this section.

**County:**

Contract Administration, 90 W. Plato Blvd., St. Paul, MN 55107

**Contractor:**

Nearmap US, Inc., 10897 S. River Front Parkway, Suite 150, South Jordan, UT 84095

**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.**

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

### **6.18.2.**

If either party violates any material terms or conditions of this Agreement the other party may, without prejudice to any right or remedy, give the breaching party, and its surety, if any, fourteen (14) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the breaching party fails to cure the deficiency within the fourteen (14) day cure period, this Agreement shall terminate upon expiration of the cure period.

### **6.18.3.**

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

## **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, to the best of its knowledge, 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. Contractor's obligation to indemnify is reduced to the extent that such liability was caused or contributed by the County, its officials, agents and employees.

**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 and prorated refund any fees and any other costs paid by the County in conjunction with the use thereof from the date of termination of the products.

**6.22. Ramsey County Master Contract**

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

**6.23. Cooperative Purchasing**

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

**6.24. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

**6.24.1.**

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

**6.24.2.**

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

**6.24.3.**

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

**6.24.4.**

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

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

#### **6.24.5.**

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

#### **6.25. Debarment and Suspension**

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

#### **6.26. Diverse Workforce Inclusion**

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

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

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

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

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

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

Additional assistance is available through [jobconnectmn@ramseycounty.us](mailto:jobconnectmn@ramseycounty.us) or call 651-266-6042.

#### **6.27. Alteration**

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

#### **6.28. Entire Agreement**

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

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

## **7. Special Contract Terms and Conditions**

### **7.1.**

1. [intentionally omitted].
2. A nonconforming System, service or deliverable will be replaced, corrected, or re-performed at the Contractor's expense.
3. The Contractor must warrant that the System will not infringe on any United States patent or copyright or violate any third-party trade secret and will indemnify and defend Ramsey County against any award of damage and costs made against the Contractor by a final judgement of a court of competent jurisdiction. Contractor's obligation to indemnify is reduced to the extent that such liability was caused or contributed by the County, its officials, agents and employees.

**ATTACHMENT A**

Additional Terms and Conditions/ Modifications to Nearmap Products Agreement

1. Notwithstanding anything to the contrary in the Agreement, the yearly Fees for the Term are as follows:  
Year 1: \$51,500.00  
Year 2: \$51,500.00  
Year 3: \$51,500.00  
Year 3: \$51,500.00  
Year 4: \$51,500.00  
Year 5: \$51,500.00
2. The following section is deleted from the Products Agreement: “PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.”
3. The section “Recitals B.” in the Products Agreement is deleted in its entirety and replaced with the following: “B. Nearmap agrees to supply the Licensee with the Products described in the Professional Services Agreement (“PSA”), subject to the terms of the PSA, this Products Agreement, the Additional Terms and Conditions, Product- Specific Terms, and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the “**Agreement**”).
4. Section 1.3 of the Products Agreement is deleted in its entirety and replaced with the following: “1.3 Intentionally omitted.”
5. Any reference to “Renewal Term” in the Products Agreement is deleted.
6. The words “in accordance with section 6.2” is deleted from section 2.9 of the Products Agreement.
7. Section 3.3 of the Products Agreement is deleted in its entirety and replaced with the following: “3.3 Intentionally omitted.”
8. Section 3.5 of the Products Agreement is deleted in its entirety and replaced with the following: “3.5 “During the Term of this Agreement and for one (1) year after termination or expiry of this Agreement, the Licensee shall maintain records which shall be no more onerous than it is required in accordance with its record keeping policies in connection with its use of the Products (“Records”). The Licensee shall permit Nearmap (or its auditors) access to its Records for the purposes of conducting an audit to determine the Licensee’s compliance with the terms of this Agreement. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted and in which case the audit period can be expanded.”
9. Section 3.6 of the Products Agreement is deleted in its entirety and replaced with the following: “3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant, (b) recover the reasonable cost of the audit if additional Fees exceed five (5) per cent of the Fees paid during the audit period and (c) terminate this Agreement in accordance with the PSA. Licensee must pay all

invoices issued under this section within thirty (35) days following the date of invoice or such other period agreed between the parties.”

10. The word “Quote” is replaced with the word “PSA” in section 4.1 of the Products Agreement.
11. Section 4.2 of the Products Agreement is deleted in its entirety and replaced with the following: “4.2 Intentionally omitted.”
12. Section 4.4 of the Products Agreement is deleted in its entirety and replaced with the following: “4.4 Intentionally omitted.”
13. Section 4.6 of the Products Agreement is deleted in its entirety and replaced with the following: “4.6 Intentionally omitted.”
14. Section 6.1 of the Products Agreement is deleted in its entirety and replaced with the following: “6.1 Intentionally omitted.”
15. Section 6.2 of the Products Agreement is deleted in its entirety and replaced with the following: “6.2 Intentionally omitted.”
16. Section 6.3 of the Products Agreement is deleted in its entirety and replaced with the following: “6.3 Intentionally omitted.”
17. Section 6.4 of the Products Agreement is deleted in its entirety and replaced with the following: “6.4 Intentionally omitted.”
18. Section 6.5 of the Products Agreement is deleted in its entirety and replaced with the following: “6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee.”
19. For the avoidance of doubt and notwithstanding anything to the contrary in the Products Agreement, the parties agree that nothing in this Products Agreement, including the applicability of terminology, shall be interpreted to violate the Minnesota Government Data Practices Act, Ch. 13.
20. For the purposes of section 8.1 of the Products Agreement, Nearmap agrees that if the Licensee is in compliance with the Nearmap terms and conditions, it will be deemed to be in compliance with any third-party terms and conditions under section 8.1 of the Products Agreement.

Section 8.1 of the Products Agreement is deleted in its entirety and replaced with the following: “Nearmap engages Third Party Providers in order to provide the Products and comply with its obligations under this Agreement and for the Licensee to receive the intended benefit of this Agreement. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on the Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap’s liability is reduced to the extent that loss or damage of any kind is caused by Third Party Providers.

21. Section 9.2 of the Products Agreement is deleted in its entirety and replaced with the following: “9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN the PSA, SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON



AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND COURSE OF DEALING OR PERFORMANCE."

22. Section 9.5 of the Products Agreement is deleted in its entirety and replaced with the following: "9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR OR CORRECTION REQUIRED DUE TO THE LICENSEE'S MISUSE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS IF IN BREACH OF THIS AGREEMENT. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP. EXCEPT FOR INFRINGEMENT VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS OF NEARMAP, IN NO EVENT SHALL LICENSEE, ITS RELATED BODIES CORPORATE, AGENTS OR AFFILIATES BE LIABLE TO NEARMAP, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE AND/OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, AND WHETHER IN CONTRACT OR TORT."

For the avoidance of doubt, this section does not apply to claims by Licensee regarding Contractor's breach of this Agreement for failure to provide the services as purchased.

23. Section 9.7 of the Products Agreement is amended by deleting the words ", or contributed to,".
24. Section 9.8 of the Products Agreement is deleted in its entirety and replaced with the following: "9.8 Intentionally omitted."
25. Section 9.9 of the Products Agreement is deleted in its entirety and replaced with the following: "9.9 Intentionally omitted."
26. Section 10.1 of the Products Agreement is deleted in its entirety and replaced with the following: "10.1 Intentionally omitted."
27. Section 10.2 of the Products Agreement is deleted in its entirety and replaced with the following: "10.2 Intentionally omitted."
28. Section 10.3 of the Products Agreement is deleted in its entirety and replaced with the following: "10.3 Intentionally omitted."

29. Section 10.4 of the Products Agreement is deleted in its entirety and replaced with the following: “10.4 Intentionally omitted.”
30. Notwithstanding anything to the contrary in the Products Agreement, Nearmap’s Privacy Policy is attached to the PSA as Attachment E.
31. Section 12.1 of the Products Agreement is deleted in its entirety and replaced with the following: “12.1 Intentionally omitted.”
32. Section 12.2 of the Products Agreement is deleted in its entirety and replaced with the following: “12.2 Intentionally omitted.”
33. Section 14.1 of the Products Agreement is deleted in its entirety and replaced with the following: “14.1 Intentionally omitted.”
34. Section 16.1 of the Products Agreement is deleted in its entirety and replaced with the following: “16.1 Intentionally omitted.”
35. Section 16.2 of the Products Agreement is deleted in its entirety and replaced with the following: “16.2 Intentionally omitted.”
36. Section 16.3 of the Products Agreement is deleted in its entirety and replaced with the following: “16.3 Intentionally omitted.”
37. Section 16.4 of the Products Agreement is deleted in its entirety and replaced with the following: “16.4 Intentionally omitted.”
38. Section 16.5 of the Products Agreement is deleted in its entirety and replaced with the following: “16.5 Intentionally omitted.”
39. Section 17.1 of the Products Agreement is deleted in its entirety and replaced with the following: “17.1 Intentionally omitted.”
40. Section 17.3 of the Products Agreement is deleted in its entirety and replaced with the following: “17.3 Intentionally omitted.”
41. Section 17.6 of the Products Agreement is deleted in its entirety and replaced with the following: “17.6 Intentionally omitted.”
42. Section 17.7 of the Products Agreement is deleted in its entirety and replaced with the following: “17.7 Intentionally omitted.”
43. Section 17.8 of the Products Agreement is deleted in its entirety and replaced with the following: “17.8 Intentionally omitted.”
44. Section 17.10 of the Products Agreement is deleted in its entirety and replaced with the following: “17.10 Intentionally omitted.”
45. Section 17.13 of the Products Agreement is deleted in its entirety and replaced with the following: “17.13 Intentionally omitted.”
46. Section 18 of the Products Agreement is amended by deleting in its entirety the definitions of “Allowance”, “Commencement Date”, “Late Payment Fee”, “Subscription Start Date”, “Survey”, “Survey Fee”, and “Survey Specification”.

47. The definition of “Business Days” in section 18 of the Products Agreement is amended to mean any day other than a Saturday, a Sunday or a recognized public holiday in the USA.
48. The definition of “Confidential Information” in section 18 of the Products Agreement is deleted in its entirety and replaced with the following: “Confidential Information means information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of the disclosing party, or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the receiving party in connection with the Agreement, whether before or after the parties entered into the Agreement, whether orally, electronically, in writing or otherwise, but excludes information which:
  - a. is or becomes part of the public domain, otherwise than as a consequence of a breach of the Products Agreement, including an administrative or judicial determination in response to an open/public records request;
  - b. the receiving party has obtained from a source other than the disclosing party, and which source is entitled to disclose it; or the receiving party has developed or acquired independently before the date of the Products Agreement, and can provide reasonable proof.
  - c. For the avoidance of doubt, nothing in the foregoing shall be interpreted to violate the Minnesota Government Data Practices Act, Ch. 13.
49. For the avoidance of doubt and notwithstanding anything to the contrary in the Products Agreement, the Licensee under the Agreement is Ramsey County, MN.
50. The definition of “Periodic Allowance Section” in section 18 of the Products Agreement is deleted in its entirety and replaced with the following: “Periodic Allowance Section means section 1.6.”
51. The definition of “Term” in section 18 of the Products Agreement is amended to mean the term specified in PSA.

**ATTACHMENT B**  
Product-Specific Terms

ARCGIS INTEGRATION TERMS AND CONDITIONS APPLICABLE TO ARCGIS  
INTEGRATION

1. The Licensee's usage of the ArcGIS Integration will be counted towards the Licensee's total Periodic Data Allowance. Please ensure that you have sufficient Periodic Data Allowance to meet your requirements with ArcGIS Integration to avoid restrictions being placed with your subscription.

**ATTACHMENT C**  
Nearmap Products Agreement

Included as separate document.

**ATTACHMENT D**  
Quote



**RENEWAL QUOTE**

**Nearmap US, Inc.**  
10897 South River Front Parkway, Suite 150  
South Jordan, UT 84095 USA  
Phone: +1 (801) 609 7250

<b>Customer Name</b>	Ramsey County, MN	<b>Quote Number</b>	Q073049
<b>Contract Commencement</b>	Contract commences upon signing of quote.	<b>Quote Expiry</b>	07/31/2022
<b>Subscription Term</b>	60 Month	<b>Account Rep</b>	Jen Tucker jen.tucker@nearmap.com
<b>Subscription Start Date</b>	07/31/2022	<b>Payment Term</b>	Net 35
		<b>Payment Method</b>	Invoice
<b>Bill To</b>	Ramsey County, MN Kelly Moch 121 Seventh Place East, St. Paul, Minnesota, 55101 651-268-3483 kelly.moch@co.ramsey.mn.us	<b>Ship To</b>	Ramsey County, MN Geoffrey Maas 121 7th Place East, St. Paul, Minnesota, 55101 geoffrey.maas@co.ramsey.mn.us

PRODUCT	ALLOWANCE	COVERAGE	SEATS
ArcGIS Integration	NA	NA	NA
Nearmap Vertical for Government	NA	Nationwide	Unlimited
<b>Subtotal</b>			\$257,500.00
<b>Estimated Tax</b>			\$0.00
<b>Total</b>			<b>USD \$257,500.00</b>

## **ATTACHMENT E**

### Fair Use Policy

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.
2. In this Fair Use Policy:
  - a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
  - b. **Fair Use Policy** means this policy;
  - c. **Nearmap, we, us or our** means Nearmap US, Inc.;
  - d. **Products** has the meaning given to that term in Your Nearmap Agreement;
  - e. **Services** has the meaning given to that term in Your Nearmap Agreement;
  - f. **You or Your** means any customer of Nearmap;
  - g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
  - h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.
3. We reserve the right to vary the terms of this Fair Use Policy from time to time upon reasonable prior notice to Licensee and execution of an Amendment to this Agreement.
4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

### **Unreasonable Use**

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.
6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

### **Excessive Use**

7. Excessive Use is a 30% increase during a single month's use of the Products and Services when compared to the prior usage history of Licensee.

### **Nearmap's Rights**

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).
9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:
  - a. restrict Your access to low resolution imagery for the remainder of the month; and/or
  - b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
  - c. restrict Your access for the remainder of the month; and/or
  - d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or

- e. immediately cease Your access to Nearmap; and/or
- f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.



## ATTACHMENT F

**Nearmap Privacy Policy** This Privacy Policy explains how information about you is collected, used and disclosed by Nearmap US, Inc. ("Nearmap", "we", "us" or "our"). This Privacy Policy applies to information we collect when you use our website and other online products and services, or when you otherwise interact with us.

### 1. CHANGES TO THIS PRIVACY POLICY

This policy was last updated on 1 February 2016. We might change this Privacy Policy from time to time. For significant changes in our personal information practices, we will post a notice on our website homepage and make a new copy of the updated Privacy Policy available there. We encourage you to review the Privacy Policy whenever you access our website or otherwise interact with us to stay informed about our information practices and the ways you can help protect your privacy.

If you disagree with any changes to this Privacy Policy after any concerns are not adequately addressed, you will need to stop using the Nearmap website and our other products and services.

### 2. INFORMATION WE COLLECT

#### 2.1 Information You Provide to Us

We collect information you provide directly to us. For example, we collect information when you create an account, send us an email to enquire about our website or license terms, participate in any interactive features of our website or other services, fill out a form, make a purchase, apply for a job, communicate with us via third party social media sites, request customer support or otherwise provide us with information about yourself. The types of information we may collect includes personal information, which is information or an opinion about you, from which you are, or may reasonably be, identified. This information may include (but is not limited to) your name, date of birth, phone number, email address, address, payment card information (such as your payment card number, expiration date, authorization number or security code), employment history and any other information you choose to provide.

Due to the nature of the services provided by us, we do not collect sensitive information (such as information about your religion, trade union membership, political opinion, health, sexual preference or criminal record) or credit information (information about loans that may have been provided to you) about you.

If you provide information (including personal information) to us about someone else, you must ensure that you are entitled to disclose that information to us and that, without us taking any further steps required by privacy laws, we may collect, use and disclose such information for the purposes described in this Privacy Policy. For example, you should take reasonable steps to ensure the individual concerned is aware of the various matters detailed in this Privacy Policy. The individual must also provide the consents set out in this Privacy Policy in respect of how we will deal with their information.

#### 2.2 Information We Collect Automatically When You Use Our Website or Services

Our server automatically collects information about your use of the website ("Navigational Data"). Navigational Data includes (a) the type of browser you are using, (b) your domain type and server, (c) your IP address, (d) the URL you have come from, (e) the pages of our website that you have visited, date/time stamp and the time spent on those pages, (f) the approximate location of where you accessed our services (if you have opted in to this function), (g) cookies, and (h) other statistics.

This kind of information is collected by many sites. We perform statistical and other analysis on the Navigational Data to (i) analyze and measure user behavior and trends, (ii) to understand how people use our services, and (iii) to monitor, troubleshoot and improve our services, including to help us evaluate or devise new features. We may also use Navigational Data for internal purposes designed to keep our services secure and operational, such as troubleshooting and testing purposes, and for service improvement, marketing, research and development purposes and to monitor your use of our website and your compliance with our license terms. In addition, we may use third party services to help Nearmap collect, monitor and analyze the Navigational Data. Occasionally, we may connect personal information to Navigational Data to improve our services for individual customers, where necessary. If we do this, we will treat the combined information in accordance with this Privacy Policy.

When you use our website, cookies will be placed on your computer to keep track of your use of our website. For example, cookies allow us to remember which Nearmap image you were viewing when you last visited our website. Cookies do not capture or track any personal information. You may elect to set your computer so that cookies are not placed on your computer. However, if you do not provide the information requested by us, we may not be able to provide you with our services.

### 2.3 Information We Collect from Other Sources

We may also collect personal information about you from third parties that you have authorized to provide us with such information and combine it with information we collect through our website and other services. For example, we may be provided with your information by LinkedIn or other similar service providers. From time to time we may also purchase lists containing information

including personal information) about individuals from organizations offering such lists for marketing purposes.

### 3. HOW WE USE INFORMATION WE COLLECT

We use the information we collect about you (including personal information to the extent applicable) for various purposes, including to:

- provide, maintain and improve our website and services;
- provide you with the products and services you have requested;
- verify your identity;
- send you technical notices, updates, security alerts and support and administrative messages;
- assess, process and manage your application to work with us;
- respond to comments, questions, complaints, requests and provide customer service;
- obtain analytic data;
- communicate with you about products, services, offers, promotions, rewards, and events offered by Nearmap and others, and provide news and information we think will be of interest to you;
- carry out any reasonably related secondary purposes; or
- carry out any other purpose for which the information was collected.

### 4. INFORMATION SHARING AND DISCLOSURE

In the circumstances described below, information may be disclosed outside of our organization.

#### 4.1 Third party contractors

Information collected by us (including personal information) may be disclosed to third parties to whom we contract out specialized functions (such as our website hosts). If we do disclose personal information to third party contractors under outsourcing or contracting arrangements, we take steps

to ensure that those contractors are authorized only to use personal information in order to provide the services or to perform the functions required by us.

#### 4.2 Disclosures required by law

For legal reasons, other disclosures may need to be made to law enforcement agencies, government agencies, courts or external advisors or in accordance with other laws.

#### 4.3 Other disclosures

We do not sell, rent or trade personal information to or with third parties for their own uses.

By providing us with your information (including personal information), you consent to us disclosing your information to the entities set out in clause 4.1 or 4.2 without obtaining your consent on a case-by-case basis.

We may from time to time transfer information to countries whose privacy laws do not provide the same level of protection as your own. For example, we may transfer your information (including personal information) to the Asia-Pacific, European Union, or Australia. We may also use cloud storage and IT servers that are located offshore. By accessing or using our website or services or providing us with your information, you consent to the processing and transfer of information in and to the United States and other countries.

### 5. THIRD-PARTY WEBSITES

Sometimes our website contains links to other websites, for your convenience and information. When you access a website other than us.nearmap.com, please understand that we are not responsible for the privacy practices of that site. We recommend that you review the privacy policies of each site you visit.

### 6. ADVERTISING AND ANALYTICS SERVICES PROVIDED BY OTHERS

We may allow others to provide advertising and analytics services. These entities may use cookies, web beacons and other technologies to collect information about your use of our website, products and services, including your IP address, web browser, pages viewed, time spent on pages, links clicked and conversion information. This information may be used by Nearmap to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests and better understand your online activity.

### 7. DIRECT MARKETING

From time to time we may use your information (including personal information) to provide you with current information about our products and services, special offers you may find of interest, changes to our organization, or new products or services being offered by us or any company we are associated with. By providing us with information, you consent to us using your information to contact you on an ongoing basis for this purpose, including by mail, email, SMS, social media and telephone.

If you do not wish to receive marketing information, you may at any time decline to receive such information by contacting our Privacy Contacts using the contact details below. We will not charge

you for giving effect to your request and will take all reasonable steps to meet your request at the earliest possible opportunity.

#### 8. UPDATING YOUR INFORMATION

It is important to our relationship that the information we hold about you is accurate and up to date. If at any time you are of the view that information about you is not accurate, complete or up to date, please write to us with your request for correction. Our policy is to consider any requests for correction in a timely manner. You may also update or correct your online account information at any time by logging into your account and navigating to the "Accounts" page if this function is enabled as part of your subscription. You can also contact us if you wish to deactivate your online account, but note that we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period of time.

#### 9. ACCESSING YOUR INFORMATION

If you wish to access the information that we hold about you, we ask that you write to us and we will explain how we handle your access request. We may charge you for the cost of providing access to these records.

There may be situations where we are not required to provide you with access to your information. For example, such a situation would be information relating to an existing or anticipated legal proceeding with you, or if your request is vexatious.

An explanation will be provided to you if we deny you access to your information we hold.

#### 10. SECURITY

We take reasonable measures to help protect information held by us from loss, theft, misuse and unauthorized access, destruction, modification or disclosure. Our systems are password protected and comply with our security standards, and if personal information is held on paper files, it is stored in premises that are locked when unattended.

#### 11. FURTHER INFORMATION AND COMPLAINTS

You may request further information about the way we manage your information or lodge a complaint by contacting us using the contact details below.

We will deal with any complaint by investigating the complaint, and providing a response to the complainant within a reasonable time, provided that we have all necessary information and have

completed any investigation required. In cases where further information, assessment or investigation is required, we will seek to agree alternative time frames with you.

#### 12. YOUR RIGHTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT ("CCPA")

The CCPA provides for certain disclosures about your rights and the personal information we collect, disclose for a business purposes, and sell. To view this information or exercise your rights under the CCPA, visit our Additional California Privacy Disclosures.

#### 13. CONTACTING US

You can contact us by:

sending an e-mail to us at: [privacy.officer@nearmap.com](mailto:privacy.officer@nearmap.com); or

writing to us at:

Nearmap US, Inc.

10897 South River Front Parkway, Suite 150

South Jordan, UT 84095

PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

**PRODUCTS AGREEMENT**

**Recitals**

- A. Nearmap is a provider of aerial imagery and location data and associated products and services.
- B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the **"Agreement"**).

Definitions of capitalized words are set out in section 18 of the Agreement.

**1. GRANT OF LICENSE TO USE PRODUCTS**

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products for and to the extent of the Permitted Purpose (the **"License"**).
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Upon the expiration of the initial Term, this Agreement, subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (each a **"Renewal Term"**) unless terminated by either party by providing at least thirty (30) days written notice of its intention not to renew this Agreement prior to the expiry of the initial Term or any current Renewal Term.
- 1.4 **Replacement Product** Nearmap may from time to time supply the Licensee with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies, or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee's use of Government Products:
  - (a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and
  - (b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.
- 1.7 **Allowance for Non-Government Products** Non-Government Products licensed to the Licensee may be subject to additional Allowance, Periodic Allowance, or Periodic Data Allowance terms that are published in the Product-Specific Terms, and if applicable, the Periodic Allowance Section.
- 1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of three (3) consecutive days, the Term will be extended by the period of such unavailability.

**2. RESTRICTIONS ON RIGHT TO USE PRODUCTS**

- 2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.
- 2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease, or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.
- 2.3 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighbouring local government).
- 2.4 **Employees** The Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. Such employees are deemed to be Authorized Users. The Licensee is responsible and liable for any person who uses the Licensee's account access details or uses Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

- 2.5 **No machine learning** The Licensee must not conduct machine learning work in connection with this Agreement or any Products, which includes but is not limited to any:
  - (a) machine learning models (including the model form and model parameters);
  - (b) outputs of machine learning models;
  - (c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
  - (d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.
- 2.6 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:
  - (a) use its access to the Products under this Agreement for the purposes of creating a database of imageries for resale, distribution, sublicense, or other commercial purposes and mass downloads or bulk feeds of any imagery; and
  - (b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.
- 2.7 **Restriction on integration methods** The Licensee is only permitted to use API integration methods, or other integration methods, as authorised by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.
- 2.8 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):
  - (a) provide a link to another URL;
  - (b) upload content or other information to the Website (except as necessary to use the Products);
  - (c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
  - (d) use the Website in any way to send any unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
  - (e) publish, post, distribute, disseminate, or otherwise transmit, defamatory, offensive, infringing, obscene, indecent, or other unlawful or objectionable confidential material or information;
  - (f) make available, upload, or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms", or any other harmful software;
  - (g) remove any content or information from the Website, other than that permitted under the terms of this License;
  - (h) falsify the true ownership of a Product or other material or information made available via the Website;
  - (i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
  - (j) use the Website other than in accordance with this Agreement;
  - (k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
  - (l) provide or allow access to the Website which exceeds the total number of Authorized Users in connection with use of the Product.
- 2.9 **Breach** If the Licensee breaches any of sections 2.1 to 2.8 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.

**3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES**

- 3.1 **Authorized Users** Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User to the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:
  - (a) cancel that password/ID;
  - (b) restrict the Licensee's access to the Product to low resolution imagery, or apply any other restrictions on access that Nearmap determines in its absolute discretion;
  - (c) immediately cease the Licensee's access to the Product;
  - (d) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or

- (e) exercise any other right available to Nearmap under the terms of this Agreement or at law.
- 3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. The Licensee may elect to subscribe to the Nearmap status page at <https://status.nearmap.com/> to receive notifications and updates relating to planned maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:
- (a) allocate such resources as may be necessary to remedy the Fault; and
- (b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.
- 3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated, in accordance with section 6.2, if the Licensee is in breach of this Agreement.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation, protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products, or breach of its security, and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.
- 3.5 **Audit** During the Term of this Agreement, and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.
- 3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion:
- (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant;
- (b) recover the reasonable cost of the audit if additional Fees exceed 5% of the Fees paid during the audit period; and
- (c) terminate this Agreement in accordance with section 6.3. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.

#### 4. FEES

- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date, as set out in the Quote, at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable, except as expressly set out in the Agreement.
- 4.4 **Refund of Fees** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes, except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.
- 4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days notice from Nearmap, to remedy the payment default, the Licensee agrees that Nearmap may charge the Licensee a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.
- 4.7 **Amendments** Fees of the relevant Product may only be increased at the end of the Term (including any Renewal Term) subject to Nearmap and the Licensee agreeing in writing.

#### 5. THE LICENSEE'S WARRANTIES

- 5.1 **Warranty** The Licensee warrants that:
- (a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
- (b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
- (c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
- (d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
- (i) License;
- (ii) Products; and
- (iii) Website.

#### 6. TERMINATION AND EXPIRY

- 6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.

- 6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
- (a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
- (b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
- (c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints, or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debt generally as they become due.
- 6.3 **Termination by Nearmap** Notwithstanding anything else in the Agreement, but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee ten (10) Business Days' notice, to terminate the Agreement and the License.
- 6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- (a) the License immediately terminates and the Products will no longer be available to the Licensee;
- (b) the Licensee must immediately destroy, delete, or return to Nearmap all Products; and
- (c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.
- 6.6 **Continuing obligations** After expiry or termination of the Agreement, or a License, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.

#### 7. INTELLECTUAL PROPERTY

- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information, and software are owned by Nearmap and are protected by copyright, moral rights, trademark, and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, any Product, or Content will pass or be licensed to the Licensee.
- 7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited, non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under the Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.
- 7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.

#### 8. THIRD PARTY PROVIDERS

- 8.1 Nearmap engages Third Party Providers in order to provide the Products and comply with its obligations under this Agreement and for the Licensee to receive the intended benefit of this Agreement. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on the Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section 8 links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement, the Licensee is deemed to accept the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.
- (a) **Google** Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee. [https://www.google.com/enterprise/earthmaps/legal/us/maps\\_purchase\\_agreement\\_apac.html](https://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement_apac.html);
- (b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (the "**AWS Services**") which enables delivery of the Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (<http://aws.amazon.com/agreement/>) as it



applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:

- (i) Privacy Policy  
(<http://aws.amazon.com/privacy/>)
- (ii) Acceptable Use Policy  
(<http://aws.amazon.com/aup/>)
- (iii) Terms of Use  
(<http://aws.amazon.com/terms/>)
- (iv) Service Terms  
(<http://aws.amazon.com/serviceterms/>)
- (v) Trademark Guidelines  
(<http://aws.amazon.com/trademark-guidelines/>)

- (c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (<https://www.nearmap.com/us/en/legal/copyright/>).

## 9. WARRANTY AND LIABILITY

- 9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.
- 9.2 **DISCLAIMER OF WARRANTIES OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.**
- 9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE, NEARMAP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.
- 9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.
- 9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.
- 9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT, OR THE WEBSITE EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH, OR EVENT GIVING RISE TO THE LIABILITY.
- 9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider.
- 9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries, and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses, and costs (including reasonable attorney's fees and costs) arising from or out of:
  - (a) the Licensee's actual or alleged breach of any provisions of this Agreement;
  - (b) the Licensee's use of the Product for any purpose; and

- (c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.

- 9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation, under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.

## 10. COPYRIGHT COMPLAINTS

- 10.1 Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products, in accordance with this License, infringes their copyright ("**Infringement Claim**"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.
- 10.2 The Licensee must:
  - (a) promptly notify Nearmap of any such Infringement Claim;
  - (b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
  - (c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
  - (d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.
- 10.3 Nearmap will have no liability for any Infringement Claim:
  - (a) that arises from any:
    - (i) use of the Product in violation of this Agreement;
    - (ii) modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product applicable to the Infringement Claim; or
    - (iii) third-party products, services, hardware, software, or other materials, or a combination of these with the Products, which would not be infringing without this combination; or
  - (b) if the Licensee fails to comply with section 10.2.
- 10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.

## 11. PRIVACY POLICY

- 11.1 Nearmap will collect, use, and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at <https://www.nearmap.com/us/en/legal/privacy-policy>. The Licensee hereby consents to those collections, uses, and disclosures.
- 11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products, or anything related to the usage of the product from Nearmap, but prior written consent is required to receive by email direct marketing communications from Nearmap.
- 11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.

## 12. FORCE MAJEURE

- 12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("**Force Majeure Event**"):
  - (a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
  - (b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party, as a result of, and to the extent that, the affected party is unable to perform, or is delayed in performing, its obligations under this Agreement because of the Force Majeure Event.
- 12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:
  - (a) Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
  - (b) take all reasonable steps to overcome the effects of the Force Majeure Event; and
  - (c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

## 13. CONFIDENTIALITY

- 13.1 The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder. The Licensee will disclose Confidential Information only to its employees who have a need to know, for purposes of this Agreement, and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.

#### 14. NOTICES

14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150, South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

#### 15. TECHNOLOGY EXPORT

15.1 The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap, or otherwise remove it from the United States or Canada, except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

#### 16. NEARMAP NOW

16.1 **Survey** During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area ("**Survey**"). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may, in its absolute discretion, agree to provide the Survey to the Licensee for a Survey Fee.

16.2 **Delivery of Survey** Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within six (6) months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.

16.3 **Availability to other Nearmap customers** Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.

16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.

16.5 **Other Products** This Section 16 will not be applicable to the Licensee if the Licensee has not purchased a Survey.

#### 17. MISCELLANEOUS TERMS

17.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with our existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to us from time to time.

17.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.

17.3 **Precedence of Documents** This Agreement is comprised of:

- (a) the Additional Terms and Conditions;
- (b) the Quote;
- (c) any Product-Specific Terms; and
- (d) this products agreement.

If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence. This Agreement between Nearmap and the Licensee supersedes all terms and conditions attached to the Licensee's purchase order.

17.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.

17.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.

17.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

17.7 **Severability** If one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.

17.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.

17.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.10 **Entire Agreement** This Agreement:

- (a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and

(b) supersedes any prior agreement or understanding on anything connected with that subject matter.

17.11 **Counterparts** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.

17.12 **Language** The parties have expressly agreed that this Agreement, and all ancillary agreements, documents, or notices relating to the Agreement, be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

17.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee is carrying on business (without giving effect to the conflicts of laws provisions thereof).

#### 18. DEFINITIONS

In this Agreement:

**Additional Terms and Conditions** means the additional terms and conditions (if any) set out in the Quote.

**Affiliate** means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

**Allowance** means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified the Quote.

**API** means application programming interface.

**Authorized User** means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement, and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.

**Business Days** means any day other than a Saturday, a Sunday or a recognised public holiday in Utah, USA.

**Claim** means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding, or judgment of any kind, however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

**Commencement Date** means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

**Commercial Purpose** means to distribute, transfer, sell, sublicense, or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

**Confidential Information** means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of Nearmap or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise, but excludes information which:

- (a) is or becomes part of the public domain otherwise than as a consequence of a breach of the Agreement;
- (b) the Licensee has obtained from a source other than Nearmap which source is entitled to disclose it; or
- (c) the Licensee has developed or acquired independently before the date of the Agreement, and can provide reasonable proof.

**Content** means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

**Coverage Area** means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

**Derivative Work** means any new work created by or for the Licensee that incorporates, embeds, or includes all or part of a Nearmap Product or Content.

**Fair Use Policy** means the policy as attached to the Quote.

**Fault** means any fault, failure, error, or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees, agents, or mandataries.

**Fees** means the fees specified in the Quote, payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee. **Government Products** means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

**Intellectual Property Rights** includes all industrial and intellectual property rights throughout the world, including copyright, moral rights, trademarks, patents, rights to protect confidential information, and any other similar rights.

**Late Payment Fee** means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5% per month (being 18% per year).

**License** means the license granted in section 1.1.

**Licensee** means the person or entity specified in the "Customer Name" section of the Quote.

**Nearmap** means Nearmap US, Inc.

**Non-Government Products** means all Products specified in the Quote that do not fall under the definition of Government Products.

**Operational Hours** means 9am to 5pm PT.

**Periodic Allowance** or **Periodic Data Allowance** means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

**Periodic Allowance Section** means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at [here](#).

**Permitted Purpose** means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

- (a) Commercial Purpose;
- (b) Unlawful Purpose;
- (c) Integration, or attempt to integrate, the Product in an internal system of the Licensee or of a third party; and
- (d) Redistribution or copying of files, images, or photographs, or making such files, images, or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

**Products** means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

**Product-Specific Terms** means additional terms and conditions that apply to certain Products, currently located [here](#).

**Quote** the document produced after the Licensee places an initial order for the Product(s), requests any changes to its' License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

**Schedule** means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

**Subscription Period** means the period stated in the "Subscription Period" column of the Quote.

**Subscription Start Date** means the date specified in the "Subscription Start Date" section of the Quote.

**Survey** has the meaning (if any) given to that section 16.1.

**Survey Fee** means the fee for the Survey as agreed in writing between Nearmap and the Licensee.

**Survey Specification** means the survey specification referred to in the Quote. **Term** means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

**Third Party Providers** means third party providers of products and services to Nearmap.

**Unlawful Purpose** means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

**Website** means all pages and sub-sites available within the nearmap.com domain.

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**Item Number:** 2022-342

**Meeting Date:** 7/12/2022

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**Sponsor:** Parks & Recreation

**Title**

Agreement with Duininck Inc., for Part 1 Design-Build Services for Golf Course Capital Investments Project

**Recommendation**

1. Accept and approve the Golf System Capital Investments Project estimated budget and financing plan in the amount of \$7,259,046.
2. Authorize the County Manager to account for the Golf Course Capital Investments Project as a project budget in the Parks and Recreation department.
3. Approve the selection of and the agreement with Duininck Inc., PO Box 208, Prinsburg, MN 56281, for Part 1 design-build services for the Golf Course Capital Investments Project, for the period of July 13, 2022 through July 12, 2026, in the amount of \$287,000.
4. Authorize the Chair and Chief Clerk to execute the agreement.
5. Authorize the County Manager to execute the Part 2 agreement and amendments to the agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.
6. Accept the recommendation of Ramsey County's project labor agreement associations against the use of a Project Labor Agreement for the project.

**Background and Rationale**

The Ramsey County Parks & Recreation department oversees a system of four golf courses: Goodrich Golf Course, Keller Golf Course, Manitou Ridge Golf Course, and Island Lake Golf Course and Training Center. In 2017 Parks & Recreation consulted with the Ramsey County Board of Commissioners to commission a study of its golf system to evaluate the current finances and operational practices at its golf facilities as they compare to industry best management practices in public golf course operations. This study would in turn provide a foundation for operational and financial decisions for both the biennial budget process and long-term capital planning.

The results of that study, completed by Sirius Golf Advisors LLC, were presented to the Ramsey County Board in a board workshop on October 8, 2018, and compiled into a report also dated October 8, 2018. The study included capital improvements recommendations for each golf course. Within each golf course, several options were presented with a corresponding range of estimated costs. Parks & Recreation then developed a funding strategy to implement the highest priority work with the overarching goal of aligning the infrastructure at Goodrich, Manitou and Keller Golf Courses to meet player satisfaction levels according to the system-wide strategy of providing value, mid-range, and premier level customer experiences. Improvements at Goodrich and Manitou - reconstruction of bunkers and select green, replacement of decades-old irrigation systems, addition of forward tees at Manitou for broader playability - were submitted and eventually approved as a request in the 2022-23 Capital Improvements Program. Funding for select bunker rebuilds, cart path repairs and new entrance signage was set aside within Parks & Recreation's 2020 and 2022 County Comprehensive Asset Management Preservation Program allocations.

In an effort to view the design and construction of these golf course improvements within the broader context

of the system-wide value offering approach, Parks & Recreation combined the projects at the three courses into one design-build project. A Request for Proposals (RFP) was issued on March 4, 2020. Below is the competitive solicitation summary:

Request for Proposals Title: Golf System Capital Investments

RFP Release Date: March 30, 2022

RFP Response Date: April 28, 2022

Number of Contractors Notified: 1,905

Respondents: Duinick, Inc.

Proposal Evaluation Committee: Ramsey County Parks Director of Facilities and Sustainability, Goodrich Golf Course Superintendent, Director of Arena & Golf Operations.

RFP Evaluation criteria: contractor qualifications, key personnel qualifications, project understanding and approach, cost, and contracting/workforce inclusion approach

Contractor Recommended: Duinick, Inc.

The evaluation team reviewed the proposals based on the criteria that were identified in the competitive solicitation and recommends Duinick, Inc. for the Part 1 design-build services for the Golf System Capital Investments Project.

The Golf System Capital Investments Project will be completed in a phased approach, with each phase being the subject of a separate agreement. At the conclusion of the Part 1 design-build services, Duinick, Inc. shall submit to the county a proposal, including the design development documents; a statement of the proposed Guaranteed Maximum Price based on the design development documents; a statement of the Small Business Enterprises utilization and labor goals for Part 2 services that have been approved by the county, and a proposed schedule for Part 2 project services. The Part 2 agreement will include complete construction phase services, including bidding and construction management.

When the project moves into Part 2 of the design-build work, the county will have the option to enter into the Part 2 agreement with Duinick Inc. to continue its services. The Part 2 agreement can otherwise be entered into with a third party if the county and Duinick, Inc. are unable to reach agreement within a reasonable period of time after submission of the above-identified documents, as determined by the county. This approach is consistent with other county design-build projects.

Additionally, in compliance with the procurement policy adopted by the Ramsey County Board on September 18, 2018 (Resolution B2018-246), Ramsey County has determined that a Project Labor Agreement (PLA) shall not be used for the Golf Course Capital Investments Project. On February 25, 2020, Parks & Recreation sent letters to the nine project labor agreement associations, requesting a recommendation on the use of a PLA for the Golf System Capital Investments Project. Only one association, the St. Paul Building & Construction Trades Council responded. Their March 6, 2020 response states the project does not meet their bar for the use of a PLA. Therefore, the use of a PLA for the Golf System Capital Investments Project is not recommended.

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

Well-being

Prosperity

Opportunity

Accountability

**Racial Equity Impact**

This project represents the first major step in aligning Ramsey County’s golf offerings into a tiered value approach. By stratifying the courses into a value (Goodrich), mid-range (Manitou), and premier (Keller) structure, the county can ensure that the recreational amenity of golf is available to a wider spectrum of residents. Traditionally the cost associated with golf provided a barrier to entry, particularly in locations with concentrated areas of poverty. By providing a “value course” such as Goodrich, alongside a nationally recognized “premium course” such as Keller, Ramsey County can continue to grow the game of golf while still serving loyal long-term customers.

Another barrier to entry for new communities of golfers is the difficulty of the game itself. By offering shorter “forward” tees at Manitou Ridge, the course will become considerably more playable for beginning golfers.

By reducing barriers to entry, golf will grow within areas of our community that golf has traditionally not served - particularly non-white populations. In recent years Parks & Recreation has seen an increase in golf play from the Hmong community, particularly at Goodrich Golf Course, and staff has worked with the Hmong National Golf Association to host tournaments. Furthermore, the First Tee program, which introduces the game to diverse youth, is hosted at Keller Golf Course. Strategic investment into the system of golf courses, such as the significant project represented here, will further advance the growth of golf into diverse communities. Additionally, the revenue generated by golf contributes to the overall operating budget of Parks & Recreation, as it works to build an inclusive and equitable 21<sup>st</sup> Century parks system.

**Community Participation Level and Impact**

This project is part of an ongoing Parks & Recreation effort to align its golf offerings with the framework of a broader 21<sup>st</sup> Century Parks System. The above-referenced golf study process included detailed surveys and interviews with golf users and non-users alike. Additionally, the design-build contract with Duininck, Inc. includes meetings with stakeholder groups at each golf course (e.g., men’s and women’s clubs) in addition to golf course walkthroughs with these groups to identify areas for improvement and other project considerations.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The Golf System Capital Investments Project will be funded through a combination of Capital Improvement Program and County Comprehensive Asset Management Preservation Program funding. The Part 1 design-build cost, reflective of design and cost estimating work for all three courses, is \$287,000. The final project budget will be set at the completion of Part 1; the estimated Part 2 (construction) cost for all three courses is \$6,725,382 (see attached budget and financing plan).

**Last Previous Action**

On December 21, 2021, the Ramsey County Board of Commissioners approved the 2022 Capital Improvement Program Budget and the 2022 Capital Improvement Program Financing (Resolution B2021-295).

**Attachments**

1. Design/Build Part 1 Agreement for Golf Course Capital Investments Project with Duininck, Inc.
2. Estimated Budget and Financing Plan



**AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER FOR THE GOLF COURSE CAPITAL INVESTMENTS PROJECT  
PART 1 AGREEMENT**

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

AGREEMENT is made

BETWEEN the Owner:  
Ramsey County  
2015 Van Dyke St.  
Maplewood, MN 55109

and the Design/Builder:  
Duininck, Inc.  
PO Box 208  
Prinsburg, MN 56281

For the following Project:  
GOLF COURSE CAPITAL INVESTMENTS, as described in the Owner's Request for Proposals ("RFP") # PRK0000020122 - GOLF SYSTEM CAPITAL INVESTMENTS DESIGN-BUILD including addenda. Said RFP is incorporated herein by reference.

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

Part 1: Programming, schematic design, design development and cost estimating leading to a Guaranteed Maximum Price. See attached **Exhibit A** --Scope of Workfor a description of Part 1 services.

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

The architecturaland engineering services for the Services described in Article 1 of this Part 1 Agreement will be provided by the following persons or entities lawfully licensed to practice architecture or engineering in the State of Minnesota, both of which shall be referred to as the "Architect" in this Part 1 Agreement and the Part 2 Agreement with respect to their respective scopes.

Name and address	Registration Number	Relationship to Design/Builder
Kevin Norby Norby Golf Course Design, Inc., 131 Highland Drive	20144  Member #260	Landscape Architect

Carver, MN 55315		American Society of Golf Course Architects
Rosemary McMonigal	16852	Architect
McMonigal Architects, LLC		
1227 Tyler Street NE Suite #100		
Minneapolis, MN 55413		

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

**TERMS AND CONDITIONS -- PART 1 AGREEMENT**

**ARTICLE 1 DESIGN/BUILDER**

**§ 1.1 SERVICES**

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

**§ 1.2 RESPONSIBILITIES**

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

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

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

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

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

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

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

**§ 1.3 BASIC SERVICES**



- § 1.3.1 The Design/Builder shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other, as described in Exhibit A and as identified herein.
- § 1.3.2 The Design/Builder shall visit the site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's program, schedule, and budget.
- § 1.3.3 The Design/Builder shall review laws applicable to design and construction of the Project, correlate such laws with the Owner's program requirements, and if the Design/Builder is aware of any violations, advise the Owner if any program requirement may cause a violation of such laws. Necessary changes to the Owner's program shall be accomplished by appropriate written modification or disclosed as described in Section 1.2.2.
- § 1.3.4 The Design/Builder shall support the Owner's efforts to submit, file, and obtain on behalf of the Owner: all easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program; and support the Owner's efforts to obtain the appropriate permits, reviews by authorities having jurisdiction, and licensures needed for the Project..
- § 1.3.5 Not Used
- § 1.3.6 At the conclusion of the Part 1 services, the Design/Builder shall submit to the Owner a Proposal, including the Design Development Documents; a statement of the proposed Guaranteed Maximum Price based on the Design Development Documents; a statement of the Small Business Enterprises ("SBE") utilization and labor goals for Part 2 services that have been approved by the Owner; an anticipated water usage plan; and a proposed schedule for Part 2 Project Services. The Design Development Documents shall consist of drawings, outline specifications or other documents to a percentage completion that is adequate for the Design/Builder to submit a Guaranteed Maximum Price for Part 2 of the Project. The Owner reserves the right to enter into a Part 2 Agreement with the Design/Builder; or to enter into a Part 2 Agreement with a third party if the Owner and the Design/Builder are unable to reach agreement on a Part 2 Agreement within a reasonable period of time after submission of the above-identified documents by the Design/Builder, as determined by the Owner.

#### **§ 1.4 ADDITIONAL SERVICES**

- § 1.4.1 The Additional Services described under this Section 1.4 shall be provided by the Design/Builder and paid for by the Owner only if authorized or confirmed in writing by the Owner.
- § 1.4.2 Making revisions in the final, Owner-approved Design Development Documents, budget or other documents when such revisions are:
- 1.4.2.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program, Project schedule or Project budget;
  - 1.4.2.2 due to material changes required as a result of the Owner's failure to render decisions within the time periods specified in this Part 1 Agreement.

### **ARTICLE 2 OWNER**

#### **§ 2.1 RESPONSIBILITIES**

- § 2.1.1 The Owner shall provide supplemental information in a timely manner regarding changes in the requirements for the Project as described in **Exhibit A**.
- § 2.1.2 The Owner designates Ryan Ries or designee as its representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Design/Builder in order to avoid unreasonable delay in the orderly and sequential progress of the Design/Builder's services. The Owner may obtain independent review of the documents by a separate architect, engineer, contractor, or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at

the Owner's expense in a timely manner and shall not delay the orderly progress of the Design/Builder's services.

- § 2.1.3 The Owner shall disclose, to the extent known to the Owner, the results and reports of prior tests, inspections or investigations conducted for the Project involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner shall disclose all information known to the Owner regarding the presence of pollutants at the Project's site.
- § 2.1.4 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Design/Builder's Applications for Payment, except in relation to any dispute between the parties.
- § 2.1.5 The Owner shall communicate with persons or entities employed or retained by the Design/Builder through the Design/Builder, unless otherwise directed by the Design/Builder.
- § 2.1.6 The Owner shall promptly obtain easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program. Owner shall obtain Conditional Use Permit as needed for the Project.
- § 2.1.7 The Owner shall provide all necessary access to the project site, including any easements, land rights, or other land agreements.

### **ARTICLE 3 OWNERSHIP AND USE OF ELECTRONIC DATA AND DOCUMENTS**

#### **§ 3.1**

- § 3.1.1 The Owner owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works created under this Part 1 Agreement and for which the Design/Builder has received Final Payment. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire".
- § 3.1.2 "Electronic Data" means any and all items resulting from the use of any software program stored in digital format on hard disks, floppy disks, zip drives, CD-ROM discs, magnetic tapes of all types and kinds, microfiche, punched cards, punched tape, computer chips (including but not limited to EPROM, PROM, ROM and RAM of any kind) or in any other vehicle for digital data storage or transmittal, including labels appended to or associated with any physical storage device associated with each original and each copy.
- § 3.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, created or originated by the Design/Builder, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract that are actually provided to the Owner as deliverables, that are deliverables in draft form or still "in-progress", or that are expected to become part of the deliverables. "Works" includes "Documents". "Documents" are comprised of written and electronic forms of deliverables created under the terms of this Part 1 Agreement, and of Electronic Data including the originals of any data or databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Design/Builder, its employees, agents or subcontractors, in the performance of services under the terms of this Part 1 Agreement.
- § 3.1.4 The Documents actually provided to the Owner as Deliverables, that are Deliverables in draft form or still "in-progress", or that are expected to become part of the Deliverables will be the exclusive property of the Owner upon payment in accordance with the provisions of this Part 1 Agreement, and all

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

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

§ 3.1.6 Documents in electronic form shall be provided to the Owner in both native format and PDF. The Design/Builder may retain copies of the Documents only for purposes of performance under the terms of this Part 1 Agreement and for its records as part of the Project file and may not use any such Documents for any other purposes without the prior written consent of the Owner except that the Architect may reuse details and specifications contained in the Works and Documents which have been developed by the Architect as the Architect's standards for similar public projects.

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

**ARTICLE 4 TIME**

§ 4.1 Within ten (10) business days of execution of this Part 1 Agreement, the Design/Builder shall prepare a Project Schedule for the performance of the Basic Services, which shall not exceed the time limits contained in Exhibit A of this Part 1 Agreement; which allows for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project; and which shows completion of all services under this Part 1 Agreement no later than November 30, 2022, as provided in the Owner's Preliminary Project Schedule.

§ 4.2 If, as a result of Force Majeure, the Design/Builder's services under this Part 1 Agreement have not been completed by November 30, 2022, the parties shall mutually agree to either terminate this Part 1 Agreement or to execute a Change Order regarding changes in scope, schedule, and compensation, if any. Failure of the parties to execute a Change Order within ten (10) business days of the above-identified date shall result in automatic termination of this Part 1 Agreement.

§ 4.3 The Design/Builder shall immediately notify the Owner if it determines that it may not meet the November 30, 2022 completion date, and advise the Owner of actions it is and will undertake to complete the services within the project schedule so as to meet the deadline.

**ARTICLE 5 PAYMENTS**

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

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

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

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

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

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

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

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

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

§ 5.10 Not Used

**ARTICLE 6 DISPUTE RESOLUTION -- MEDIATION AND ARBITRATION**

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

**ARTICLE 7 BASIS OF COMPENSATION**

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

**§7.1 COMPENSATION FOR BASIC SERVICES**

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

The Owner shall pay the Design/Builder a lump sum of \$287,000 for Part 1 services. Part 2 fees for the Design/Builder will be included in the GMP accepted by the Owner at the end of Part 1.

§ 7.1.2 PAYMENTS shall be as follows:

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

**§ 7.2 COMPENSATION FOR ADDITIONAL SERVICES**

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

The Design/Builder shall not perform Additional Services until the parties have executed a Change Order, including scope, schedule and compensation terms.

**ARTICLE 8 OTHER CONDITIONS AND SERVICES**

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

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

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

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

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

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

§ 8.7 This Part 1 Agreement includes the following:

**Exhibit A** --Scope of Work

**Exhibit B** -- Not Used

**Exhibit C** -- Not Used

**Exhibit D** -- General Terms and Conditions

Attachment A – Schedule

Attachment B – Golf Study Executive Summary

Attachment C – Universal Design Guidelines

The above Exhibits A-D and Attachments A-C referred to herein, are incorporated in and made a part of this Agreement.

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

changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

Owner:

Ryan Ries  
Ramsey County Parks & Recreation  
2015 Van Dyke St.  
Maplewood, MN 55019

Design/Builder:

Judd Duinick  
Duinick, Inc.  
PO Box 208  
Prinsburg, MN 56281

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

**Exhibit A to the Part 1 Agreement**

**Scope of Work**

The Contractor shall provide complete design, engineering, estimating, scheduling, construction management, and energy efficiency services necessary to arrive upon a Guaranteed Maximum Price, and associated deliverables, for incorporation into a Part 2 Agreement.

1.3.1 Basis of Design

The County's priority for Part 1 is developing a scope of work, schedule, and detailed Guaranteed Maximum Price for Part 2. As such, accurate estimating and budgeting is the primary focus for Part 1. Design work in this phase shall be completed as necessary to provide appropriate levels of estimating and as supported by the Project schedule. Estimates shall be provided using life-cycle costs, which incorporate not only the upfront or capital cost but also factors in costs related to energy, maintenance, replacement costs, and other costs borne over the lifespan of the asset, component, or system in question.

The County wishes to minimize disruption to the courses in the execution of Part 2 services. The County's intention is to keep Goodrich Golf Course and Manitou Golf Course open during construction. At Keller Golf Course the intention is to keep 9 holes open at a time during construction. As such the County anticipates a phased approach to construction over multiple years. During Part 1, the Contractor shall work closely with the County to develop a phasing plan/schedule for incorporation into the Part 2 agreement. A high level Project schedule can be found in **Attachment A**.

The following preliminary scope of work is derived from the Ramsey County Golf Study Executive Report dated 10/8/18 (attached for reference only as **Attachment B**), and formed the basis of the County's capital funding request. These items should be construed as a minimum baseline for the design. Scope will be refined throughout the Part 1 process.

1.3.1.1 Goodrich Golf Course

- a. Reconstruction of bunkers to alleviate problems with water, erosion, and debris contamination
  - Design to classic style with flat bottom.
  - Reduce/relocate from 37 to approximately 33.
  - Remove existing sand.
  - Reshape and contour.
  - Add drainage to all bunkers.
  - Install bunker liners.
  - Finish grading with topsoil.
  - Install new sand
  - Sod/seed with fescue and/or Kentucky bluegrass
  - Feature work to be coordinated prior to irrigation system replacement
- b. Irrigation system replacement
  - Replace all existing piping, fittings, wire throughout course.
  - Replace all sprinkler heads on course.
  - Replace all controllers on course.
  - Add green surrounds sprinkler heads to all holes.
  - Add quick couplers to all tees and greens.

- Evaluate need for new pump station and all pump motors.
  - Evaluate existing irrigation control software capabilities and need, if any, for replacement to ensure efficient control and operation of new irrigation system
- c. Additional items. The following items may be included should funding allow but are not minimum baseline items:

- Bituminous cart path additions/extensions.
- Drainage on 5<sup>th</sup>, 7<sup>th</sup>, 11<sup>th</sup>, 15<sup>th</sup> fairways
- Rebuild 7<sup>th</sup>, 13<sup>th</sup> greens
- Rebuild 6<sup>th</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup>, tee boxes.
- Rebuild 4<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, and 13<sup>th</sup> forward tee boxes. (Currently there is very little distinction between the women's tees and gold tees. Rebuilding the forward tee boxes to be larger will allow to push the women's tees forward creating a bigger difference between the gold and women's tees and make the women's tees more attractive to women golfers.)
- Re-seeding of fairways.
- 18 new tee signs incorporating correct tees and yardages.
- Outdoor entrance signage

#### 1.3.1.2 Manitou Ridge Golf Course

- a. Reconstruction of greens
- Determine design approach – renovation or restoration
  - Re-design 4 original, native soil greens to USGA specifications to match other greens
  - Feature work to be completed prior to irrigation system replacement
- b. Reconstruction of bunkers to evaluate shot value and reduce maintenance costs
- Design to classic style with flat bottom.
  - Reduce/relocate as needed.
  - Remove existing sand.
  - Reshape and contour.
  - Add drainage to all bunkers.
  - Install bunker liners.
  - Finish grading with topsoil.
  - Install new sand
  - Sod/seed with fescue and/or Kentucky bluegrass
  - Feature work to be completed prior to irrigation system replacement
- c. Reconstruction of forward tees to make the course more attractive to women, beginners, and regular golfers to grow the game of golf and increase course revenues
- 18 new forward tees
  - Relocation of select back tees (2<sup>nd</sup>, 3<sup>rd</sup>, 11<sup>th</sup>, 14<sup>th</sup>)
  - Feature work to be completed prior to irrigation system replacement
- d. Irrigation system replacement to provide modern, efficient irrigation for better turf coverage and reduced energy usage
- Replace all existing piping, fittings, and wire throughout course.
  - Replace all sprinkler heads
  - Add green surrounds sprinkler heads
  - Evaluate need for new pump station.
  - Evaluate existing irrigation control software capabilities and need, if any, for replacement to ensure efficient control and operation of new irrigation system
- e. Additional items. The following items may be included should funding allow but are not minimum baseline items:
- Address surface drainage at 18<sup>th</sup> fairway from 17<sup>th</sup> fairway pond to 18<sup>th</sup> green



- Address surface drainage at 4<sup>th</sup> fairway to 10<sup>th</sup> pond -- collect surface water for recycled use on course
- Bituminous cart path additions/extensions.
- Re-seeding of fairways.
- Provide 18 new tee signs at each hole with new all tees and yardages.
- Outdoor entrance signage

1.3.1.3 Keller Golf Course

- a. Bituminous cart path additions/extensions
- b. Add liner and upgrade sand for 57 bunkers
  - Better Billy Bunkers desired
  - Light maintenance of 6 additional bunkers to correct drainage problems
- c. Add drainage behind 6<sup>th</sup> green and into 16<sup>th</sup> fairway
- d. Additional items. The following items may be included should funding allow but are not minimum baseline items:
  - Repair 13th hole walking path by adding culver beneath path for drainage fix
  - Repair/replace lower outlet pipe in 6<sup>th</sup> hole pond
  - Bituminous cart path additions/extensions.
  - Outdoor entrance signage

1.3.2 Part 1 Services

1. Participate in a kickoff meeting at Ramsey County Parks Building with County staff to discuss Project goals and review preliminary design concepts.
2. Participate in detailed walk throughs of each course to review the scope and site conditions at each location.
3. Participate in meetings with stakeholder groups at each course. These stakeholders include men's/women's/senior clubs, golf professionals, course superintendents, and others as appropriate.
4. Coordinate and participate in progress meetings as appropriate. Progress meetings shall occur bi-weekly unless otherwise agreed upon by County. Additionally, Contractor shall participate in meetings with authorities having jurisdiction, regulatory agencies, utility companies, or others as necessary to support Project approvals.
5. Provide a design of sufficient detail to arrive upon a Guaranteed Maximum Price for Part 2 services. Design approach should be reviewed and approved by County prior to commencing work so that the Project team mutually understands the expectations and requirements. This GMP design shall include a narrative of scope assumptions and exclusions as well.
6. Provide a detailed cost estimate for the Part 2 services, which, if accepted by the County, will become the basis of the Part 2 Agreement Guaranteed Maximum Price.
7. Provide a baseline Critical Path Method (CPM) construction schedule for incorporation into Part 2 Agreement.
8. Provide water usage modeling for the proposed irrigation system designs at Goodrich and Manitou, showing anticipated annual water usage to facilitate decision making on system specifications. Water usage at these courses will be subject to a future court order. Work completed as a result of this project must be in compliance with this order. Contractor shall work with County to provide any calculations, specifications, or other documentation required to demonstrate compliance.

9. Coordinate with Xcel Energy to identify any rebate opportunities for irrigation system components (pumps, motors, etc.) Complete and submit paperwork to Xcel as required to maximize County rebates.
10. Coordinate with Authorities Having Jurisdiction to ensure design meets all applicable laws, codes, ordinances, statutes, and regulations. Incorporate all such requirements into design. For accessible design requirements, the U.S. Department of Justice 2010 ADA Standards for Accessible Design shall take precedence, unless local codes are more stringent.
11. Design and calculations must be performed by registered engineers licensed in the State of Minnesota.
12. Design shall follow the principles of “universal design” per the Center for Excellence in Universal Design (<http://universaldesign.ie/What-is-Universal-Design/The-7-Principles/>) and **Attachment C –Universal Design Guidelines**.
13. Part 1 services shall be completed no later than November 30, 2022.

#### 1.3.4 Part 2 Services

1. Prepare design based on approved Part 1 design services and consistent with the provisions of the RFP, including but not limited to, working drawings and specifications setting forth and describing the construction work to be done, the materials to be used and the work and equipment required. The design work shall be completed in support of the project schedule, and at a minimum level that allows for proper permitting and approvals, subcontracting, and construction. Given the project budget, the County wishes to minimize design related expenses in the execution of the Project.
2. Conduct construction bidding services for subcontracted work, including but not limited to:
  - a. Soliciting bids from multiple contractors, with a specific outreach focus on CERT Small Business Enterprises, utilizing a bid packaging strategy in alignment with the Project schedule.
  - b. Conducting a public bid opening which shall be observed by a representative of the County.
  - c. Reviewing and comparing all bids.
  - d. Normalizing bids to ensure an “apples-to-apples” comparison.
  - e. Compiling normalized bids into a Bid Tabulation for review by County, depicting SBE vendors as well as a recommendation for award.
  - f. Awarding subcontracts to the responsive and responsible bidders submitting the lowest price
3. Work with County and awarded subcontractors to conduct a value analysis on the design, to identify cost savings or performance-improvement opportunities.
4. Provide construction management services, including but not limited to:
  - a. Development of initial Critical Path Method (CPM) construction schedule for County approval and updating the schedule as appropriate throughout the duration of the Project
  - b. Development of Site Utilization Plan, identifying any work done while the course is open, safety precautions enacted to protect course employees and visitors, temporary barricades, rerouting of pedestrian or vehicle traffic, temporary signage locations, staging and delivery locations, worker parking locations, and other project-specific considerations for minimizing disruption to County operations, providing safe working conditions for project workers, ensuring safety of the public, and coordinating the execution of the Work. This plan shall be reviewed and approved by County prior to commencing construction.

- c. Overall management and supervision of all subcontractors and consultants utilized to complete the Project.
  - d. Maintain clean record copies of drawings and specifications on site for viewing by County as requested.
  - e. Preparation of Project submittals according to industry standards. Submittals shall include product data for all equipment and materials; shop drawings showing equipment and piping layouts, equipment schedules, control diagrams, riser diagrams; engineering calculations confirming viability of proposed system; others as appropriate. Shop drawings and calculations shall be stamped by an engineer licensed in the State of Minnesota.
  - f. Track utilization of Small Business Enterprises and submit monthly report on County's form with pay applications
  - g. Track workforce utilization against Project goals and submit monthly report on County's form with pay applications
5. Provide construction services as necessary to complete the Work safely, with highest levels of quality, and within approved budget and schedule. Secure all permits necessary to complete the work. Cost of permits shall be included in GMP.
6. Provide construction administration services, utilizing qualified personnel who participated in Part 1 services, including but not limited to:
- a. Review construction submittals.
  - b. Respond to RFIs and issue ASIs as appropriate.
  - c. Coordinate and participate in periodic progress meetings with County and appropriate Project personnel.
  - d. Provide Building Information Modeling services as appropriate to avoid installation conflicts or field problems
  - e. Perform punch-list prior to Substantial Completion to identify incomplete work.
  - f. Services described in this paragraph 6 may not be performed by Part 2 subcontractors.
7. Provide project close-out services, including but not limited to:
- a. Obtain final approvals from authorities having jurisdiction.
  - b. Verify completion of punch-list.
  - c. Provide in-depth training on new systems to County staff. Anticipated length of this training is 2 hours.
  - d. Provide complete Turnover Documents to the County in hard copy (1) and electronic copy.
  - e. Electronic documents should be organized in an intuitive folder/file structure. Files should be in cad and pdf format. Turnover Documents include but are not limited to:
    - i. As-built drawings and specifications. Record documents shall be scanned and submitted electronically, as well as original "red-lines." CAD version of all drawings should also be submitted. Additionally, irrigation system as built shall be provided with GPS coordinates.
    - ii. Operations and maintenance instructions for all Project materials and equipment.
    - iii. Warranties (one year parts and labor) from all subcontractors on the Project, effective from the date of Substantial Completion.
    - iv. Extended manufacturer's warranties on all applicable equipment, effective from the date of Substantial Completion.
    - v. Contact information for all appropriate contractors, vendors, suppliers, and manufacturers on the Project.
    - vi. Video of system training.
    - vii. Commissioning/system startup reports, if applicable.
  - f. Submit final rebate paperwork to Xcel Energy.

8. Repair or replace products that fail in materials or workmanship within warranty period of one year, commencing from date of Substantial Completion. Failures shall be adjusted, repaired, or replaced at no additional cost or reduction in service to Owner. Warranty service shall occur during normal business hours and commence within four hours of County's warranty service request. Provide standard manufacturer's extended warranties on all equipment.

9. Time is of the essence. Phase 2 services shall be completed in accordance with the CPM schedule developed in Phase 1.

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

**Exhibit B to the Part 1 Agreement**

**Not Used**

**Exhibit C to the Part 1 Agreement**

**Not Used**

**Exhibit D to the Part 1 Agreement**

**General Terms and Conditions**

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

**1. Independent Contractor**

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

**2. Successors, Subcontracting and Assignment**

**2.1.**

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

**2.2.**

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

**3. Compliance with Legal Requirements**

**3.1.**

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

**3.2.**

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

**3.3.**

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

**4. Data Practices**

**4.1.**

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

**4.2.**

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

## **5. Security**

### **5.1.**

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

### **5.2.**

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

### **5.3.**

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

### **5.4.**

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

### **5.5.**

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

## **6. Indemnification**

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



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

**7. Contractor's Insurance**

**7.1.**

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

**7.2.**

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

**7.2.1**

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

**7.2.1.1**

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.

**7.2.2**

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability (per current equivalents to CG2010 07/04 and CG2037 07/04), 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.

**7.2.3**

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

**7.2.4**

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

**7.3.**

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

**7.4.**

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance

amounts. 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.

**7.5.**

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

**7.6.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement.

**7.7.**

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

**7.8.**

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

**7.9.**

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

**7.10.**

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

**7.11.**

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

**8. Audit**

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

**9. Non-Conforming Services**

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

**10. Setoff**

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

**11. Conflict of Interest**

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

**12. Respectful Workplace and Violence Prevention**

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

**13. Force Majeure**

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

**14. Unavailability of Funding - Termination**

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

**15. Termination**

**15.1. Termination by the Owner**

**15.1.1.**

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

**15.1.2.**

The Owner may terminate this Part 1 Agreement if the Contractor violates any material term or condition of this Part 1 Agreement or does not fulfill in a timely and proper manner its obligations under this Part 1 Agreement. In the event that the Owner exercises its right of termination under this Paragraph, it shall submit written notice to the Contractor and its surety, if any, specifying the reasons therefore. Termination shall be immediately effective upon the failure of the Contractor to cure the default within ten (10) business days of receipt

of the notice of default. Upon termination, the Contractor shall take all actions necessary to discontinue further commitments of funds, and the Owner shall take possession of the site and of all materials and finish the Part 1 Services by whatever method the Owner may deem expedient.

**15.1.3.**

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

**15.1.4.**

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

**15.1.5.**

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

**15.2. Termination by the Contractor**

**15.2.1.**

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

**16. Interpretation of Agreement; Venue**

**16.1.**

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

**16.2.**

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

**17. Warranty**

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

**18. Alteration**

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

**19. Title - Risk of Loss**

**19.1**

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

**19.2**

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

**20. Submittals**

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

**21. Clean Up**

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

**22. Lobbying**

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

**23. Safety Compliance**

**23.1**

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

**23.2**

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

**24. Entire Agreement**

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

**25. Sustainable Architecture Guidelines and Specifications**

**25.1**

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

**25.2**

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

## Golf System Capital Investments

Estimated Budget & Financing Plan

### Estimated Financing Plan

2020 CCAMPP - Keller Golf Course	\$ 505,000
2022 CCAMPP - Entrance Signage	\$ 17,500
2022 CIP - Goodrich and Manitou Ridge Golf Course Improvements	\$ 4,054,235
2023 CIP - Goodrich and Manitou Ridge Golf Course Improvements	\$ 2,682,311

**TOTAL** \$ **7,259,046**

### Estimated Budget

Part 1 Design/Build Contract	\$ 287,000
Part 2 Design/Build Contract	\$ 6,725,382
Owner Items	\$ <u>246,664</u>

**TOTAL** \$ **7,259,046**

# Board of Commissioners

## Request for Board Action

Item Number: 2022-374

Meeting Date: 7/12/2022

**Sponsor:** Housing Stability

### Title

Joint Powers Agreement with City of Saint Paul for the Transfer of Housing Trust Funds for the Purpose of Supporting Interfaith Action

### Recommendation

1. Approve the Joint Powers Agreement with city of Saint Paul for the transfer of Housing Redevelopment Authority Housing Trust Fund dollars for the period July 1, 2022, through March 31, 2023, in the amount of \$827,244.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
3. Authorize the County Manager to approve and execute the sole source agreement with Interfaith Action of St. Paul as selected by the city of Saint Paul, provided the amounts are within the limits of available funding.

### Background and Rationale

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

For the 12-month period of April 2021 to March 2022, American Indians were 14 times more likely to be homeless than whites and African Americans were about 8 times more likely than whites (rounded up from 7.6). The homeless rate for American Indians is about twice that of African Americans (14.2 compared to 7.6). During April 2021 to March 2022, data from homeless shelters and street outreach indicate that 45% of the persons were Black or African American, 31% white, 5% American Indian, 9% Latinx, and 5% Asian with 4% unknown and 9% multiple races.

### Community Participation Level and Impact

The Housing Stability Department is the backbone agency to Heading Home Ramsey, a community-wide collaborative committed to the goal of ending homelessness in the cities and neighborhoods of Ramsey County. This is a coalition comprised of over 100 members including residents and representatives of social service providers, housing providers, philanthropic partners, business, community, and government.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

The one-time transfer of Housing Trust Funds from the city of Saint Paul to the Ramsey County will increase grant revenue and expenditures to the 2023 Housing Stability Department supplemental budget.

### Last Previous Action

None.

### Attachments

1. Joint Powers Agreement



## JOINT POWERS AGREEMENT

### Between Ramsey County and the Housing and Redevelopment Authority of Saint Paul, Minnesota for Homelessness Housing at Interfaith Action's Project Home

#### I. INTRODUCTION

Ramsey County (hereinafter "County") and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (hereinafter "HRA" or "City") (each a "Party" and collectively the "Parties"), agree on this 12<sup>th</sup> day of July, 2022, to enter into this Joint Powers Agreement (hereinafter "JPA" or "Agreement") pursuant to Minnesota Statutes Section 471.59 for the purpose of supporting homelessness housing through Project Home, as defined herein (the "Program").

#### RECITALS

WHEREAS, the County is a political subdivision of the State of Minnesota and has all powers possible for a county to have, as now or hereafter granted or allowed by the constitutions and laws of the United States and the State of Minnesota, as fully as though each power comprised in that authority are specified in its charter; and

WHEREAS, the HRA is a public body corporate and politic established pursuant to the provisions of Minnesota Statutes, Section 469.001, et seq. (the "HRA Act") and has all powers of a housing and redevelopment authority under the HRA Act; and

WHEREAS, Interfaith Action of Greater Saint Paul (hereinafter "Interfaith") is a Minnesota nonprofit corporation that supports families and individuals who are striving to achieve stability and economic mobility and provides critically needed homelessness housing shelter services to families; and

WHEREAS, Interfaith is leasing the Provincial House, located at 1880 Randolph Avenue, from the Sisters of St. Joseph of Carondelet and therein houses approximately 20 families with minor children, almost all under the age of 12, who are experiencing homelessness (hereinafter "Project Home"); and

WHEREAS, the HRA wishes to provides critical funding for Project Home's housing efforts and wishes to do so through the County's existing relationship with Interfaith.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as of the date first written above as follows:

#### II. PERFORMANCE AND TERM:

The County, through its employees, agents or contractors, will provide the services described in Section III of this Agreement. The HRA, through its employees, agents or contractors, will provide the services described in Section IV of this Agreement. The time of performance of this JPA shall be from the date first written above and continue until March 31, 2023 (the "Initial Term"), unless extended beyond the Initial Term by mutual written agreement by the Parties (an "Extension Term"). Either Party may terminate this JPA, with or without cause, prior to the end of the Initial Term or any

Extension Term upon thirty (30) days written notice to the other Party (an “Early Termination”).

**III. THE COUNTY SHALL:**

1. Enter into a contract with Interfaith under which Interfaith will provide housing to families with minor children who are experiencing homelessness through Project Home (the “Contract”).
2. Ensure that Project Home is administered in accordance with all applicable federal, state, and local laws, regulations, and standards.
3. Manage the performance of the Contract.
4. Submit disbursement request to the HRA pursuant to Paragraph V of this JPA.
5. Respond to all HRA, City of Saint Paul, and County communications, investigations, or audits.
6. Monitor performance measures and activity compliance in accordance with the scope of services provided in the Contract and report the results of compliance and performance to the HRA representatives and work with HRA representatives to resolve any issues identified.

**IV. THE HRA SHALL:**

1. Provide up to **EIGHT HUNDRED TWENTY-SEVEN THOUSAND, TWO HUNDRED AND FORTY-FOUR AND 00/100 DOLLARS (\$827,244)** to the County, in accordant with the procedures articulated herein, for the operation of Project Home, such that the County can undertake the activities articulated in Section III of this JPA (the “Project Funding”).
2. Coordinate and consult with the appropriate County staff, as needed, with respect to the Project Funding and Project Home activities.
3. Disburse the Program Funding to the County, as provided by the procedure articulated in Section V of this JPA.

**V. DISBURSEMENT PROCEDURE:**

Beginning on July 18, 2022, the HRA will disburse to the County, upon one or more disbursement request(s), the Project Funding. The County will draw down from the Project Funding allowable costs of eligible activities undertaken by Interfaith in accordance with the Contract. The County may use up to 5% of the Project Funding for internal Contract administration, to the extent such is necessary for the County to undertake the activities articulated in Section III of this JPA. At the end of the Initial Term, any respective Extension Term, or upon Early Termination, the County will reimburse unspent Program Funding to the HRA.

**VI. MISCELLANEOUS**

A. General oversight of this JPA shall be directed by the following representative of each Party:

- a. Ramsey County:  
Leigh Ann Ahmad, Manager  
Housing Stability Department  
121 7<sup>th</sup> Place East, Suite 2500  
Saint Paul, MN 55102

- b. Housing and Redevelopment Authority of the City of Saint Paul, Minnesota:  
Travis Bistodeau, Deputy Director  
City Hall Annex  
25 West 4th Street, Suite 1300  
Saint Paul, MN 55102
- B. Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each Party will be responsible for its own acts and omissions and those of its officers, agents and employees with respect to any claims, lawsuits, or expenses for personal or property damages, losses or injuries, resulting from any activities undertaken pursuant to this Agreement. Nothing herein is intended or shall result in a waiver of the defenses or immunities, or monetary limits on damages that each Party is entitled to by law. In accordance with Minnesota Statutes 471.59, for purposes of determining total liability for damages, the Parties shall be considered a single governmental unit and the total liability for the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in section Minnesota Statutes Section 466.04, subdivision 1.
- C. The Parties agree that government data created pursuant to the Program and this JPA will be treated and shared in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and any other applicable data privacy laws. Staff from each Party shall have access to government data created pursuant to the Program, but only to the extent necessary to carry out the Program.
- D. Upon request from the other, each Party agrees to make available any necessary programmatic and financial information necessary for audit preparation, Program oversight, or other purposes necessary to meet federal or state reporting and accountability requirements.
- E. This Agreement specifically authorizes the joint exercise of solicitation and contracting powers. Each Party, however, will execute its own contracts directly with and all ordering and payments will be the sole responsibility of such Party and in no event shall be the obligation, liability, or responsibility of the other.
- F. Nothing in this Agreement shall be construed as the creation of a new governmental body or a joint board, as that term is used in Minnesota Statutes Section 471.59.
- G. County shall select the means, method, and manner of performing the services herein. Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the Parties hereto or as constituting County as the agent, representative or employee of HRA for any purpose or in any manner whatsoever. County is to be and shall remain an independent contractor with respect to all services performed under this JPA. Any and all personnel of County or other persons while engaged in the performance of any work or services required by County under this JPA shall have no contractual relationship with HRA and shall not be considered employees of HRA.
- H. Pursuant to Chapter 24 of the Saint Paul Administrative Code, both the HRA and County must comply with City of Saint Paul's Code of Ethics. The County affirms that to the best of its knowledge, the County's involvement in this Agreement does not result in a conflict of interest. Should any conflict or potential conflict of interest become known to the County, the County shall immediately notify the HRA of the conflict or potential conflict, specifying the part of this JPA giving rise to the conflict or potential conflict. Unless waived by the HRA, a conflict or

potential conflict may, in the HRA's reasonable discretion, be cause for cancellation or termination of this Agreement.

- I. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Jurisdictions shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**HOUSING AND REDEVELOPMENT  
AUTHORITY OF THE CITY OF SAINT  
PAUL, MINNESOTA**

By: \_\_\_\_\_  
Chair/Commissioner

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Director, Office of Financial Services

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant City Attorney

**RAMSEY COUNTY, MINNESOTA**

By: \_\_\_\_\_

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

Trista Matascastillo, Chair  
Ramsey County Board of Commissioners

By: \_\_\_\_\_

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

Mee Cheng, Chief Clerk  
Ramsey County Board of Commissioners

Approval recommended:

\_\_\_\_\_

Alex Kotze, CFO  
Finance Department

Approved as to form:

\_\_\_\_\_

Stacey D'Andrea, Assistant County Attorney

Item Number: 2022-373

Meeting Date: 7/12/2022

**Sponsor:** Safety and Justice

**Title**

Joint Powers Agreement with Washington County to provide Medical Examiner Services

**Recommendation**

1. Approve the Joint Powers Agreement with Washington County to provide medical examiner services.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

**Background and Rationale**

The Ramsey County Medical Examiner Office currently has a Joint Powers Agreement (JPA) with Washington County to provide medical examiner services, which was executed in March 2011. With several changes that have occurred within the Ramsey County Medical Examiner's Office since 2011, an updated JPA was created to incorporate the changes.

On November 23, 2021, Ramsey County appointed Kelly Mills, M.D. as Medical Examiner which has been reflected in the agreement. The JPA also updates the payment calculation for each autopsy, provides a list of direct and indirect cost that Washington County will pay on a pro rata percentage. At the request of Washington County, the agreement will also renew automatically for up to four one-year periods. At the end of the four-year period a new agreement will need to be established.

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

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

There is no direct racial equity impact linked with this agreement.

**Community Participation Level and Impact**

There was no direct community participation in the development of this Joint Powers Agreement. The Medical Examiner is an independent official of the county and is subject only to appointment, removal, and budgeting by the Ramsey County Board.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

This JPA with Washington County covers both direct and indirect cost for medical examiner services based on percent of actual cases to actual expenditures. In a rolling three-year average, Ramsey County invoiced Washington County roughly \$549,000 for their allocated costs. The Ramsey County's annual medical examiner caseload are contributed to Washington County is 17%. Expenditures and revenues resulting from this agreement has been budgeted in the biennial budget and has no net fiscal impact to the Medical Examiner's budget.

**Last Previous Action**

On March 22, 2011, the Ramsey County Board approved a Joint Powers Agreement to provide medical

examiner services for Washington County (Resolution B2011-111).

**Attachments**

1. Joint Powers Agreement



## **AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between Washington County and Ramsey County, both political subdivisions of the State of Minnesota.

### **I. PURPOSE**

Washington County is desirous of contracting with Ramsey County for the services of a medical examiner, and Ramsey County is agreeable to and desirous of providing medical examiner services to Washington County on the terms and conditions set forth in this agreement. Such agreements are authorized and provided for by Minn. Stat. section 471.59 and Chapter 390. Pursuant to those statutes and in consideration of the mutual promises contained in this Agreement, it is agreed between the counties of Washington and Ramsey as follows:

### **II. RESPONSIBILITIES OF RAMSEY COUNTY**

Ramsey County agrees to provide, through its Office of Medical Examiner, medical examiner services to Washington County to the extent and in the manner set forth in this Agreement.

1. For the purposes of designation under Minn. Stat. Chapter 390, the Washington County Board of Commissioners designates Dr. Kelly Mills as the Washington County Medical Examiner (hereinafter referred to as the Medical Examiner); however, this Agreement for services of a medical examiner is between Washington and Ramsey Counties and not between Washington County and Dr. Mills, except Dr. Mills formally consents to this Agreement and the terms and provisions contained herein through her signature on this Agreement.

2. Notwithstanding the designation contained in paragraph I.1 above, the manner and means of conducting the work of the Medical Examiner are under the control of the Office of the Ramsey County Medical Examiner, except to the extent the manner and means are limited by statute or regulation or the express terms of this Agreement.

3. The staff of the Medical Examiner, its employees, agents or contractors shall not be entitled to and shall not receive any of the benefits provided by Washington County to its employees, including but not limited to re-employment insurance, workers' compensation insurance, retirement and deferred compensation plans, vacation, sick leave, or paid time off.

4. The staff of the Medical Examiner, its employees, agents or contractors shall have no status under the Washington County personnel regulations, and the Parties shall make no deductions from sums payable under the terms of this Agreement for state or federal income taxes, FICA, PERA or other purposes that are associated with an employer- employee relationship. It is expressly understood and agreed that for all purposes, including Minn. Stat. section 13.43, all staff of Ramsey County operating under the authority of this Agreement are employees of Ramsey County and are not employees of Washington County.

5. The Parties are cognizant of an agreement between Ramsey County and River Valley Forensic Services, P.A. for medical examiner services. It is the intent of the Parties hereto to give credence to that agreement as it relates to the terms and conditions of this Agreement.

### **III. PERSONNEL OF THE OFFICE OF MEDICAL EXAMINER**

1. The Medical Examiner shall, for purposes of performing the obligations under this Agreement, associate with or employ persons who learned and skilled in at least the areas of forensic pathology, microbiology, toxicology, tissue processing and blood group serology.

2. The work and services provided for herein shall be performed by the Medical Examiner or by persons designated by the Medical Examiner.

3. The names of regular associates or employees of the Office of the Medical Examiner who will be assigned to assist the Medical Examiner in performance of this Agreement shall be made available to Washington County upon request.

4. The Medical Examiner may use medical interns, residents, or pathology assistants in performance of this Agreement on condition they be supervised by a board-certified forensic pathologist.

5. Persons associated with or employed by the Medical Examiner shall not be considered for any purpose to be employees of Washington County, nor shall they be considered as having a contractual relationship with Washington County. They shall be considered the agents, employees or contractors of the Office of Medical Examiner.

### **IV. SCOPE OF MEDICAL EXAMINER DUTIES**

1. The Medical Examiner shall perform for Washington County all the duties imposed by Minn. Stat. Chapter 390 and by other statutes applicable to the Medical Examiner's activities.

2. The Medical Examiner shall supervise the work of non-medical personnel employed by Ramsey County and assigned to the Office of Medical Examiner. The Medical Examiner may delegate the supervision responsibility but shall remain accountable for the performance of the staff.

3. The Medical Examiner shall review and coordinate the work of all Medical Examiner personnel. Without limiting the Medical Examiner's duties, the Medical Examiner shall be responsible for the final determination of the cause and manner of death, and for the signing of certificates attesting to the cause and manner of death. During the temporary absence of the Medical Examiner, a qualified person designated by the Medical Examiner may make the final determination of death and sign certificates attesting the cause and manner of death.

4. The Medical Examiner shall continue to review existing procedures and formats for preparing medical reports and histories and shall update methods of preparing and handling these reports as the Medical Examiner deems appropriate and consistent with professional standards. This process shall include consultation with appropriate County Attorney's Offices, law enforcement agencies and others concerned with the presentation of legal information and forensic evidence.

5. The Medical Examiner shall regularly review all existing methods and forms used for maintaining managerial information (e.g., time management records, case records, etc.) and shall develop, if necessary, new methods and forms, or modify existing ones, to meet the information needs of the offices and of Washington County.

6. The Medical Examiner shall make periodic reports to the Washington County Board of Commissioners through the Washington County Sheriff's Office. These reports shall be in the form and nature jointly agreed upon by the Medical Examiner and Washington County.

7. The Medical Examiner shall testify as required, at inquests, hearings, trials or other legal proceedings.

8. Livery services shall be provided by Ramsey County to Washington County under this Agreement and billed to Washington County at the rates in the contractual agreement between Ramsey County and the livery service.

## **V. RAMSEY COUNTY FACILITIES**

1. The Ramsey County Morgue, or an equivalent facility, together with equipment or

vehicles, shall be available without additional cost to Washington County when used by the Medical Examiner for the performance of the duties of the Office and this Agreement.

2. The Medical Examiner shall endeavor to utilize, to the extent reasonably feasible, the services of the laboratory of the Minnesota Bureau of Criminal Apprehension for all required testing.

3. If the Medical Examiner is unable to secure necessary testing from the Minnesota Bureau of Criminal Apprehension in a timely manner, the Medical Examiner is authorized to enter into agreements to procure such testing from other public or private testing facilities.

## **VI. METHOD OF PAYMENT**

1. Beginning January 1, 2022, and subsequent years that this Agreement is in effect, payment under the terms of this Agreement shall be made from Washington County to Ramsey County consistent with a payment agreement to be mutually agreed upon between the parties on a yearly basis and memorialized by Exhibit A. Payment shall be calculated in the manner set for below.

2. Beginning January 1, 2022, and subsequent years that this Agreement is in effect, payment under the terms of this Agreement shall be made from Washington County to Ramsey County consistent with the memorialized payment agreement set for in Exhibit A.

3. Beginning January 1, 2022, payments will be made in the following manner: Ramsey County shall submit to Washington County an invoice on a fiscal quarterly basis 30 days after close of the prior quarter. Quarter one and Quarter two will be combined and invoiced together at the end of Quarter 2.

## **VII. INSURANCE AND INDEMNIFICATION**

1. Ramsey County will defend, hold harmless and pay on behalf of Washington County any claims, demands or suits related to incidents occurring or arising out of the provision of services by the Medical Examiner, pursuant to the terms of this Agreement. The limit of indemnification for any case shall be as established by Minn. Stat. section 466.04. In the event claims, demands or suits are covered by insurance set forth below, such insurance coverage shall be in lieu of any obligation to defend, hold harmless and pay pursuant to this paragraph.

2. In fulfillment of the requirements of paragraph VII.1., above, the Medical Examiner may keep or cause to be kept and maintained:

- a. Automobile insurance, including non-owned and hired automobiles, in an amount not less than established in Minn. Stat. section 466.04, which coverage shall pertain to the duties of the Medical Examiner. Washington County, its officers and employees shall be named as additional insureds.
- b. Workers' compensation insurance for its own employees.
- c. Professional liability insurance in an amount of not less than established in Minn. Stat. section 466.04. Washington County, its officers and employees shall be named as additional insured's. Said policy shall pertain to services provided by the Medical Examiner or designee under the terms of this Agreement.

3. In lieu of insurance under paragraph VII.2., Ramsey County may satisfy the obligations under this section by written certification that it maintains a fiscally sound, self-insurance program for any and all of the requirements set for in that paragraph.

4. Nothing in this Agreement shall be deemed a waiver of any statutory limitations of liability for either county. Certificates of insurance or self-insurance shall be provided to Washington County. This Agreement shall not be effective until all required certificates are approved or Ramsey County presents the written assurances authorized by paragraph VII.3.

5. Pursuant to Minn. Stat. section 471.59, subd. 1a(b) and Chapter 466, Ramsey and Washington Counties shall be considered a single governmental unit for purposes of determining total liability for damages.

## **VIII. MISCELLANEOUS PROVISIONS**

1. Ramsey County shall provide to Washington County all reports Washington County deems necessary to account for and evaluate the delivery of medical examiner services in Washington County. This shall include but not be limited to the following:

- a. Budgetary documents;
- b. Financial reports; and
- c. Productivity analysis.

2. The Medical Examiner and members of the medical staff must be pathologists or

pathology assistants licensed to practice in Minnesota with the Medical Examiner holding certification by the American Board of Pathology. The staff shall include at least one trained forensic pathologist.

3. At the termination of this Agreement, the Medical Examiner shall return all relevant files, records and objects related to cases completed, or in progress, to Washington County.

4. Ramsey County, upon the request of Washington County, shall apprise Washington County of its intent to provide Medical Examiner services to any other political subdivision and further communicate all information regarding projected costs, revenues and budgetary additions that would result from such a contract.

5. This Agreement shall be interpreted under the laws of the State of Minnesota.

6. To the extent either Party, its agents or employees, the Medical Examiner, staff of the Office of the Medical Examiner, its agents or employees deem it proper to do so, which shall be in the sole discretion of the entity in possession of the data, any and all government data, as defined by Minn. Stat. section 13.02, subd. 7, may be provided to any Party or signatory to this Agreement for use in the performance of official duties.

7. For purposes of this Agreement, the fiscal representative and contract administrator on behalf of Washington County shall be the Office of the Washington County Sheriff.

8. For the purposes of this Agreement, the fiscal representative and contract administrator on behalf of Ramsey County and the Medical Examiner shall be the Chief Investigator.

## **IX. TERMINATION**

The initial term of this Agreement shall be from final signature to December 31, 2022. The term of this Agreement shall automatically renew for up to four (4) additional one (1) year periods unless notice of termination is given as provided herein. This Agreement may be terminated by either Party with or without cause on ninety (90) days' written notice to the other Party.

## **X. ENTIRE AGREEMENT, MODIFICATION**

The entire Agreement between the Parties is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties.

**RAMSEY COUNTY**

**WASHINGTON COUNTY**

\_\_\_\_\_  
**Trista MatasCastillo, Chair, County Board of Commissioners**

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

\_\_\_\_\_  
**Mee Cheng, Chief Clerk – County Board**

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

**Approval recommended:**

*Kelly Mills* 6/8/2022  
Kelly Mills (Jun 8, 2022 12:45 CDT)

**Kelly Mills, MD – Medical Examiner**

**Approved as to form:**

*John A. Ristad* 6/8/2022  
John A. Ristad (Jun 8, 2022 12:33 CDT)

**John Ristad, Assistant Ramsey County Attorney**

*Kevin Corbid*

\_\_\_\_\_  
**County Administrator**

6/7/2022

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

*Commissioner Wayne D. Johnson*

\_\_\_\_\_  
**County Board of Commissioners**

6/7/2022

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

**Approval recommended:**

*Dan Starry* 6/8/2022

**Dan Starry – Sheriff**

**Approved as to form:**

Brent Wartner May 24, 2022

**Washington County Attorney's Office**



**EXHIBIT A**

The payment calculation includes (1) set rates for each autopsy (\$150) and external examination (\$50) conducted by the Medical Examiner on Washington County cases. (2) Washington County shall pay a pro rata percentage of actual direct and indirect costs as outlined below, based on Washington County Cases to Total Ramsey County Cases.

**DIRECT COSTS**

Salaries Permanent  
 Salary Differential & Premium Pay  
 Termination & Retirement Pay  
 Salaries Temporary  
 Salaries Overtime  
 Deferred Compensation  
 PERA  
 FICA-OASDI  
 FICA-HI  
 Health & Welfare Insurance  
 Dental Insurance  
 Life Insurance  
 Livery Services  
 Long-Term Disability  
 Health Care Savings Plan  
 Medical Services  
 IS/Data Processing Services  
 Lab Service  
 Other Professional Services  
 Printing, Stationary, Reports &  
     Brochures  
 Postage  
 Telephone Services  
 Building, Structures, Utilities &  
     Repairs  
 Laundry and Sanitation Service  
 Hazardous Waste Removal  
 Equipment and Machinery Repairs  
 Security Services  
 Records Storage/Retrieval Fees  
 Fire and Extended Coverage  
     Insurance  
 Tort Liability (Self-insurance)  
 Assessments  
 Volunteer/Committee Meeting  
     Expense  
 Messenger Services

Licensing and Certifications Fee Training  
 and Continuing Ed Certifications Books,  
 Periodicals and Subscriptions Office Supplies  
 Personal Patient Supplies  
 Autopsy Supplies  
 Motor Vehicle Supplies  
 Custodial Supplies  
 Non-Capitalized Equipment

**INDIRECT COSTS**

Capitalized Building Assets  
 Capitalized Equipment Assets  
 Admin Overhead Allocation (Accounting,  
 Legal, HR, Insurance, etc.)

Item Number: 2022-360

Meeting Date: 7/12/2022

**Sponsor:** Public Health

**Title**

Public Health Water Gremlin Settlement Fund Special Project

**Recommendation**

1. Accept and approve the Water Gremlin Settlement Funds Special Project budget and financing plan in the amount of \$75,000.
2. Authorize the County Manager to account for the Public Health Water Gremlin Settlement Funds special project as a project budget in the Public Health Environmental Health Lead Hazard budget.

**Background and Rationale**

On December 27, 2019, Ramsey County District Court determined that Water Gremlin created a public health nuisance by failing to prevent lead dust from leaving their facility. The migration of lead dust from the facility into employee vehicles and homes, known as “take-home lead,” disproportionately impacted children in Ramsey County. As part of the settlement agreement, Water Gremlin was directed to pay for cleaning lead dust in employee vehicles and homes for those who opted into the service. Additionally, funds left over from the cleaning service would be directed to Ramsey County to use for lead poisoning prevention projects in the amount of no less than \$75,000. On February 2, 2022, Water Gremlin transmitted funds in the amount of \$75,000 to Saint Paul - Ramsey County Public Health department (Public Health).

Despite gains in reducing lead in our communities, lead poisoning remains a threat to children in Ramsey County. Ramsey County’s Lead Program provides comprehensive lead poisoning prevention services for county residents. This partnership between the Environmental Health and Family Health Divisions of the Public Health department aims to reduce the number of the children with elevated lead levels in the county through multiple layers of prevention. Services provided by the Lead Program include conducting lead risk assessments, enforcing the correction of lead hazards, financing the mitigation or abatement of lead hazards, and providing case management services to lead poisoned children and their families.

A special project focused on lead poisoning prevention is worthy of the Public Health Water Gremlin Settlement Funds, which came at the cost of children’s health and well-being. The use of this fund will be towards primary prevention activities, but the specific programming is intended to be undetermined at this point. To authentically engage the community for input on programming services from this settlement, the project will engage with community stakeholders to plan, implement and evaluate lead poisoning prevention activities in Ramsey County. This project will align with ongoing primary prevention activities working to reduce exposure to lead hazards in our community for children at risk of lead exposure to reduce the chances of permanent damage inflicted by lead poisoning.

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

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

Lead poisoning disproportionately impacts people of color. Racial disparities in lead poisoning exist due to

historical and current institutional policies, such as red lining and weak tenant protection laws that disproportionately expose communities of color to environmental hazards. Additionally, people of color are more likely to work in jobs that involve toxins like lead, which makes them and their families more susceptible to dangerous exposures. The Water Gremlin Settlement Funds Special Project will enhance the lead poisoning prevention services available to Ramsey County residents who are at risk for lead poisoning.

**Community Participation Level and Impact**

When Water Gremlin was temporarily shut down by the Minnesota Department of Labor and Industry due to take-home lead concerns, Public Health called upon their partners at Hmong American Partnership, Karen Organization of Minnesota and East Side Neighborhood Development Corporation to support blood lead testing clinics for employees and their families. These community-based organizations were invaluable to the success of these clinics and communication with the communities impacted by take-home lead dust. Public Health will partner with these organizations again to develop the programming of this project. All of these organizations represent communities and/or neighborhoods that are disproportionately impacted by lead exposure.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Funding for this special project is approved in the 2022-23 Water Gremlin Settlement Funds in the amount of \$75,000.

**Last Previous Action**

None.

**Attachments**

None.

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**Item Number:** 2022-378

**Meeting Date:** 7/12/2022

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**Sponsor:** Public Works

**Title**

Ramsey County 2022 Counties Transit Improvement Board Funding Obligation

**Recommendation**

1. Approve Ramsey County's share of 2022 Counties Transit Improvement Board funding obligations in the amount of \$186,254 to Minnesota Department of Revenue.
2. Authorize the use of Ramsey County Transit Sales Tax fund balance in the amount of \$186,254 for this funding obligation.

**Background and Rationale**

In 2008, the Counties Transit Improvement Board (CTIB) was created by an act of the Legislature, Minnesota Statutes Section 297A.992, to provide a mechanism for counties of the Metropolitan area to impose a sales tax for transit. The purpose of CTIB was to collect a one-quarter cent transit tax from member counties, and to grant those funds to capital transit projects in the Twin Cities area. Ramsey, Hennepin, Anoka, Dakota, and Washington Counties opted into the arrangement, passed resolutions authorizing a joint powers agreement to establish the CTIB, and began imposing the one-quarter cent sales tax. Carver and Scott counties opted out of the arrangement.

CTIB had independent bonding authority, secured by future revenues of the sales tax, and all counties that joined CTIB were legally bound to keep collecting revenues if they chose to leave CTIB, until all obligations made while they were members are repaid. CTIB was also allowed to secure bonding in excess of its revenues if it did so in cooperation with member counties who chose to use their bonding authority to fund CTIB projects. CTIB had operating agreements with Metro Transit for the operation of light rail and bus rapid transit lines.

At the same time, the legislature authorized all non-metro counties the option of imposing a one-half percent sales and use tax and an excise tax of \$20 per motor vehicle purchased or acquired from any person engaged in the business of selling motor vehicles at retail for transit and transportation projects in Minnesota Statutes Section 297A.993 (the Transportation Tax). This is widely known as the "993" statute. If CTIB dissolved, the metro counties that were in CTIB would be authorized to proceed under the 993 statute instead of the CTIB statute, continue the vehicle excise tax at the rate of \$20 per vehicle, and impose a one-half percent sales and use tax in lieu of the one-quarter percent sales tax rate currently imposed for CTIB, to support transit and transportation projects, including roads, transit, and trails. The 993 statute requires that counties through a capital improvement plan of projects designate the projects that will be funded by the Transportation Tax.

On March 8, 2017, four member counties of CTIB voted affirmatively to dissolve CTIB: Washington, Ramsey, Hennepin, and Anoka. Dakota County voted against the dissolution. On March 20, 2017, the Ramsey County Board approved resolutions to dissolve CTIB, to approve the Capital Improvement Plan and impose the Transportation Tax, and to enter into a Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County. The Ramsey County Board also approved Resolution B2017-065 that specified that the March 20, 2017 resolutions were contingent upon the other four CTIB counties voting to dissolve CTIB by

March 31, 2017. The contingency was not satisfied and Resolution B2017-065 required that the related actions return to the Ramsey County Board for approval, including those to dissolve CTIB and assuring that the CTIB commitments and obligations are met to the extent they are the responsibility of Ramsey County.

On May 31, 2017, all five member counties of CTIB voted affirmatively to dissolve CTIB and establish a reserve account in the amount of \$3,719,500 to fund existing obligations (CTIB Resolution 32-2017). Up to this point, payments to fund existing obligations has been made wholly from this fund.

On June 13, 2017, the Ramsey County Board approved Resolution B2017-142 that agreed to the termination of the Joint Powers Agreement to dissolve CTIB, Resolution B2017-143 to impose a transportation tax, and Resolution B2017-144 to approve an agreement for joint and cooperative funding for certain transit projects. Ramsey County agreed to assume the proportionate share of CTIB funding commitments, including the obligation to pay Ramsey County’s proportionate share of any CTIB obligations to the Minnesota Department of Revenue to the extent that the CTIB reserve account becomes insufficient to cover those obligations.

No previous Ramsey County CTIB obligations payment occurred because payment of obligations was previously made from the CTIB reserve account. The CTIB reserve account is now fully expended.

For 2022, the CTIB reserve account has a balance of \$194,634. As a result, the Minnesota Department of Revenue has requested payment from the former CTIB member counties to cover the remaining balance to settle the existing CTIB funding obligations that total \$1,300,000. Ramsey County’s proportional share of that amount is \$186,254 or roughly 17%; the breakdown for all counties is shown below. With the CTIB reserve account fully expended in 2022, payment of CTIB funding obligations to the Minnesota Department of Revenue is expected for state 2023.

<u>County</u>	<u>Amount</u>	<u>Percentage</u>
Anoka	\$ 94,288	8.53
Dakota	\$ 146,019	13.21
Hennepin	\$ 613,147	55.47
Ramsey	\$ 186,254	16.85
Washington	\$ 65,659	5.94
<b>Total</b>	<b>\$1,105,366</b>	<b>100</b>

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

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

Ramsey County has imposed a one-half of one percent sales and use tax and a \$20 motor vehicle excise tax for transportation purpose in order to develop transit projects along corridors that better meet the needs of our diverse communities. Ramsey County is the most racially and ethnically diverse county in the state of Minnesota. Improved transportation options will benefit all residents of the county, including communities of color in Ramsey County who are more likely to benefit from increased investments in transportation projects that prioritize Ramsey County’s All Abilities Transportation Network policy.

**Community Participation Level and Impact**

The communities involved include the former member CTIB counties of Anoka, Dakota, Hennepin, Ramsey and Washington. All five counties formally agreed to dissolve CTIB in 2017 and assume payment of CTIB obligations. Since the dissolution of CTIB, Ramsey County has approved a one-half cent sales tax for transit projects to better meet the needs of Ramsey County communities.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

Fund balance in the amount of \$186,254 is available in the Ramsey County Transit Sales Tax budget to fund payment to Minnesota Department of Revenue for Ramsey County's share of 2022 CTIB obligations.

**Last Previous Action**

None.

**Attachments**

1. May 11, 2022 Minnesota Department of Revenue Letter to Hennepin County, lead county on behalf of CTIB member county obligations

May 11, 2022

Kathy Kardell  
 Senior Department Administrator and Debt Manager  
 Hennepin County Office of Budget and Finance  
 300 South Sixth St.  
 Minneapolis, MN 55487-0231

Greetings Kathy,

I am writing to give you an account summary to settle the County Transit Improvement Board (CTIB) account for Fiscal Year 2022. We are requesting a payment of all actual revenues through the month of March 2022 and estimated amounts for April – June 2022. Here is a summary of the account.

FY 2022 CTIB Account	
FY2021 Balance	(410,715.35)
FY2022 Actual Gross Receipts Through March 2022	(462,866.44)
FY2022 Estimate Gross Receipts for April - June	(426,418.21)
Amount Requested	(1,300,000.00)

As a result, the department formally requests a payment of \$1,300,000 be remitted from the County Transit Improvement Board by August 1, 2022. Enclosed is a spreadsheet with a monthly breakdown of audits, return and claims activity through the end of March.

When each county is making their share of the payment to the department, please notify us when the payment has been made so that we can make sure the money is appropriated correctly. Below is the ACH banking information for each county to use to make their payment to the department.

**Banking Information**

- Recipient: State of Minnesota – Department of Revenue
- Payee Address: 600 North Robert St. St Paul, MN 55146
- Bank Name: US Bank NA
- Bank Address: 800 Nicollet Mall Minneapolis, MN 55402
- Account Number: 104757767363
- Bank ABA: 091000022
- Additional Information Field: Enter your local government name and the purpose of your transfer (“CTIB Repayment”) so the money is properly identified. **This is a critical step to ensure the funds are not applied to your local government’s tax record in error.**

We will continue to provide the authorized CTIB representatives monthly reports through the Virtual Room so you can keep apprised of future activity affecting this fund. As we incur additional negative balances, we will continue to reach out to request remittance from the CTIB reserve fund.

We appreciate your collaboration on this matter. If you have any additional questions, please feel free to reach out to me or to your contacts within our local government services team.

Thank you,

A handwritten signature in black ink, appearing to read 'M. Burton', written in a cursive style.

Martha Burton  
Assistant Commissioner



# Board of Commissioners

## Request for Board Action

Item Number: 2022-366

Meeting Date: 7/12/2022

**Sponsor:** Property Tax, Records & Election Services

**Title**

Absentee Ballot Board for 2022

**Recommendation**

1. Establish a Ramsey County Absentee Ballot Board.
2. Authorize the County Auditor to appoint members to serve on the Ramsey County Absentee Ballot Board.

**Background and Rationale**

Minnesota Statutes section 203B.121 states that the governing body of the county must establish an absentee ballot board annually, by ordinance or resolution, to process and count absentee ballots. The Ramsey County ballot board will process and count absentee ballots issued by the County Auditor and absentee ballots issued by the municipalities who have designated this duty to the County Auditor. This action will establish the ballot board for elections held in 2022.

The absentee ballot board must consist of a sufficient number of election judges and may include deputy county auditors if additional personnel are needed. All members of the absentee ballot board must receive training in the processing and counting of absentee ballots before being appointed to the absentee ballot board. Only election judges appointed to the absentee ballot board may perform the duties found in Minnesota Statutes 203B.121, Subd. 2(b)(3) and 206.86. All members of the absentee ballot board may perform other duties set forth by applicable law.

Since July 2020, the Ramsey County Board of Commissioners has authorized the County Auditor to appoint members to serve on the absentee ballot board.

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

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

Appointments to the ballot board must first be made to election judges who are recruited by the state's major political parties. As a result, the ballot board may be staffed in a manner that does not accurately represent Ramsey County's racial demographics.

**Community Participation Level and Impact**

The community is informed about this action through the state's major political parties who are required by Minnesota Statutes to recruit and provide lists of names of election judges. Over 2,000 Ramsey County residents serve as election judges and are involved in the administration of Ramsey County elections.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The approved 2022-23 Property Taxes, Records & Election Services budget includes payments for the

election judges and deputy county auditors to perform the duties of the absentee ballot board.

**Last Previous Action**

On July 7, 2020, the Ramsey County Board established the absentee ballot board for 2020 (Resolution B2020-205)

**Attachments**

None.

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2022-362

**Meeting Date:** 7/12/2022

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**Sponsor:** Community Corrections

**Title**

Appointments to the Corrections Advisory Board

**Recommendation**

Appoint Marika Reese, Cyle A. Cramer and Christiaan A Van Lierop to the Ramsey County Corrections Advisory Board for a two-year term beginning July 12, 2022 and ending December 31, 2024.

**Background and Rationale**

As provided in Minnesota Statutes Chapter 401, the Ramsey County Corrections Advisory Board (CAB) actively participates in the formulation of the comprehensive plan for the development, implementation and operation of the correctional program and services described in Section 401.01, and makes a formal recommendation to the Ramsey County Board at least annually concerning the comprehensive plan and its implementation during the ensuing year.

The CAB consists of at least nine community members who, as required by state statute, are representative of law enforcement, prosecution, judiciary, education, corrections, social services as well as ethnic and racial diversity.

There are four vacancies on CAB. Recruitment through the county's open appointment process resulted in three applications. On June 8, 2022, the applications were forwarded to the Ramsey County Board of Commissioners for review and recommendations.

Additionally, the commissioners held interviews with each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant beyond just the review of the online applications. On June 16, 2022, three commissioners interviewed the applicants for final recommendation.

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

Well-being

Prosperity

Opportunity

Accountability

**Racial Equity Impact**

The membership makeup of CAB is largely racially and ethnically diverse -including members from the African American, Latino, Native American and Asian communities. In addition, Community Corrections staff recruitment activities included engagement with culturally specific community-based agencies such as Ujamaa Place, as well as Volunteers in Corrections. CAB continues to work on issues of equity as it relates to impact and outcomes in the community and helps advance the county's vision, mission and goals.

**Community Participation Level and Impact**

Participation by and input from community members appointed to advisory groups 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**

In 2022, Ramsey County began offering compensation for residents serving on formal advisory boards. CAB members had an opportunity to opt-in for a monthly \$25 gift card attendance compensation. Advisory board compensation comes from the Community Engagement Fund.

**Last Previous Action**

On February 8, 2022, the Ramsey County Board appointed Emma Koski to the Ramsey County Corrections Advisory Board for a two-year term beginning February 8, 2022 and ending December 31, 2024 (Resolution B2022-049).

**Attachments**

1. Corrections Advisory Board Membership Roster



## Board Roster



**Jon Fure**

**3rd Term** Jan 01, 2021 - Dec 31, 2022

District 6

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**Mariah Wilberg**

**2nd Term** Jan 01, 2021 - Dec 31, 2022

District 6

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**Christopher Nguyen**

**1st Term** Jan 01, 2021 - Dec 31, 2022

District 1

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**Xavier Martine**

**2nd Term** Jan 01, 2021 - Dec 31, 2022

District 4

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**Vacancy**

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**Vacancy**

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**Vacancy**

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**Vacancy**

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**Vacancy**



Board of Commissioners
Resolution
B2022-049

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

Sponsor: Community Corrections

Meeting Date: 2/8/2022

Title: Appointment to the Corrections Advisory Board

File Number: 2022-092

Background and Rationale:

As provided in Minnesota Statutes Chapter 401, the Ramsey County Corrections Advisory Board (CAB) actively participates in the formulation of the comprehensive plan for the development, implementation and operation of the correctional program and services described in Section 401.01, and makes a formal recommendation to the Ramsey County Board at least annually concerning the comprehensive plan and its implementation during the ensuing year.

The CAB consists of at least nine community members who, as required by state statute, are representative of law enforcement, prosecution, judiciary, education, corrections, social services as well as ethnic and racial diversity.

There are five vacancies on CAB. Recruitment through the county's open appointment process resulted in four applications. On January 19, 2020, the Chief Clerk's Office forwarded the applications to the Ramsey County Board of Commissioners for review and recommendation.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

Appoint Emma Koski to the Ramsey County Corrections Advisory Board for a two-year term beginning February 8, 2022 and ending on December 31, 2024.

A motion to approve was made by Commissioner Frethem, seconded by Commissioner McDonough. Motion passed.

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

By: [Signature]
Mee Cheng, Chief Clerk - County Board

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**Item Number:** 2022-363

**Meeting Date:** 7/12/2022

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**Sponsor:** Public Health

**Title**

Appointments to the Community Health Services Advisory Committee

**Recommendation**

Appoint the following individuals to the Community Health Services Advisory Committee: Rajaram Swaminathan for a term starting July 12, 2022 and ending June 26, 2023; Christiaan A. Van Lierop, Hongyi Lan and John W. Larkin for a term starting July 12, 2022 and ending June 26, 2024.

**Background and Rationale**

The Saint Paul - Ramsey County Community Health Services Advisory Committee (CHSAC) advises the Ramsey County Board of Commissioners and Saint Paul Mayor and City Council on issues related to public health. The CHSAC members attend monthly meetings, which consist of presentations and discussions focused on current public health issues, which may include:

- Identifying priority public health issues based on data, community engagement, professional knowledge and lived experiences. These priority issues provide guidance related to programs and services, action teams and budgetary allocation.
- Working with the department on the development and implementation of the Strategic Plan and Community Health Improvement Plan.
- Serving on department committees such as the Ethics Committee, or panels to review grant applications, public health award recipients, etc.
- Assisting the department in various stages of interview process to fill vacant staff positions.
- Connecting the department to communities, resources, data and insights related to a current or upcoming issue.
- Providing policy recommendations to elected officials on public health issues, such as youth tobacco use and breastfeeding friendly workplaces.

The CHSAC has a total of 13 seats. Appointment terms are two years and staggered 50% each year.

There are eight at-large vacancies on the CHSAC. Recruitment through the county's open appointment process resulted in four applications. On June 8, 2022, the applications were forwarded to the Ramsey County Board of Commissioners for review and recommendations.

Additionally, the commissioners held interviews with each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant beyond just the review of the online applications. On June 16, 2022, three commissioners interviewed the applicants for final recommendation.

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

Well-being

Prosperity

Opportunity

Accountability

**Racial Equity Impact**

CHSAC members have a variety of lived experiences, knowledge and skills that are important as we work to address racial and ethnic-based health disparities and inequities that continue to exist in Ramsey County. The CHSAC provides critical direction on the department's strategic plan and community health priorities both of which elevate and address racial and ethnic based health disparities and inequities that have been identified through the community health assessment, ongoing data collection, analysis and community engagement. The CHSAC will work in partnership with the county to ensure that racial and health equity remains a central focus creating a better future, where all are valued and thrive.

**Community Participation Level and Impact**

Members selected to the CHSAC provide a critical connection to the Saint Paul and Ramsey County community, bringing their diverse lived experience and knowledge to advise on health issues, priorities and policies.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

In 2022, Ramsey County began offering compensation for residents serving on formal advisory boards. CHSAC members had an opportunity to opt-in for a monthly \$25 gift card attendance compensation. Advisory board compensation comes from the Community Engagement Fund.

**Last Previous Action**

On October 26, 2021 the Ramsey County Board appointed Brady Johnson and Hongyi Lan for terms ending June 26, 2022, and Erica Morris and Rajaram Swaminathan for terms ending June 26, 2023 on the Community Health Services advisory Committee. (Resolution B2021-232)

**Attachments**

1. Community Health Services Advisory Committee Membership Roster- June 2022





## Board Roster



### Pa Vang

**2nd Term** Jun 25, 2021 - Jun 26, 2022

**Email** pachuavang@hotmail.com

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### Steve Nelson

**1st Term** Jun 25, 2021 - Jun 26, 2022

**Email** mailto:shangor65@gmail.com

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### Alyssa Fritz

**2nd Term** Jun 25, 2021 - Jun 26, 2022

**Email** alyssafritzrd@gmail.com

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### Ayah Mohammed

**2nd Term** Jun 25, 2021 - Jun 26, 2022

**Email** moham771@umn.edu

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### Hongyi Lan

**1st Term** Jun 25, 2021 - Jun 26, 2022

**Email** lanhongyi@gmail.com

**Home Phone** Home: (763) 898-9472

**Address**

1440 Arden View Dr  
Arden Hills, MN 55112

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### Georgie Kinsman

**1st Term** Jun 26, 2021 - Jun 26, 2022

**Email** gbkinsman@gmail.com



**Brady Johnson**

**1st Term** Jun 25, 2021 - Jun 26, 2022

**Email** bradyjohnson028@gmail.com

**Home Phone** Home: (763) 245-9036

**Address**

2490 Beverly Rd

St. Paul, 55104

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**Carol Thunstrom**

**2nd Term** Jun 25, 2021 - Jun 26, 2023

**Email** birdie651@aol.com

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**Jennifer Arnold**

**2nd Term** Jun 25, 2021 - Jun 26, 2023

**Email** jlaytonarnold@gmail.com

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**Hannah Fairman**

**1st Term** Jun 25, 2021 - Jun 26, 2023

**Email** hannahccfairman@gmail.com

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**Manoj Doss**

**1st Term** Jun 25, 2021 - Jun 26, 2023

**Email** mailto:moham771@umn.edu

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**Erica Morris**

**1st Term** Jun 26, 2021 - Jun 26, 2023

**Email** eamorris25@gmail.com

**Home Phone** Home: (612) 964-6233

**Address**

1401 PROSPERITY AVE, APT 4

St. Paul, MN 55106

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**Vacancy**

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**Item Number:** 2022-377

**Meeting Date:** 7/12/2022

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**Sponsor:** Board of Commissioners

**Title**

Appointment to the Disabled Veterans Rest Camp Board

**Recommendation**

Appoint Donn A. Lindstrom to the Disabled Veterans Rest Camp Board for a term beginning July 12, 2022 and ending August 1, 2024.

**Background and Rationale**

The Disabled Veterans Rest Camp Board of Managers direct operations of the camp, which is located on Big Marine Lake. The Board of Managers is made up of representatives appointed by the Ramsey and Washington County Boards, the Disabled American Veterans, the Veterans of Foreign Wars and the American Legion. Members of the Disabled Veterans Rest Camp Board must be veterans.

There are currently two vacancies on the Board of Managers due to a term expiration. Recruitment resulted in one application. On June 8, 2022, the Chief Clerk's Office forwarded the application to the commissioners for review and recommendation.

Additionally, the commissioners held an interview with the applicant, which gave the commissioners the opportunity to engage with and learn more about the applicant beyond just the review of the online application. On June 23, 2022, three commissioners interviewed the applicant for final recommendation.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

In addition to the usual recruitment for advisory committee vacancies through Gov Delivery and word of mouth by advisory committee members, staff and the Ramsey County Board, the vacancies and application was promoted through an email listserv reaching numerous diverse organizations and networks. This extended promotion process is a step towards better outreach to more racially diverse and underrepresented voices that are often missed. Furthermore, the application for these vacancies were uploaded to focus more on the lived experiences and knowledge and skills a resident may bring along with an optional section to insert demographics to ensure we are reaching new and diverse candidates.

**Community Participation Level and Impact**

Participation by and input from community members appointed to advisory groups 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**

In 2022, Ramsey County began offering compensation for residents serving on formal advisory boards.

Disabled Veterans Rest Camp Board members had an opportunity to opt-in for a monthly \$25 gift card attendance compensation. Advisory board compensation comes from the Community Engagement Fund.

**Last Previous Action**

On October 6, 2020, the Ramsey County Board appointed David Sullivan-Nightengale to the Disabled Veterans Rest Camp Board of Managers for a term beginning with date of appointment and ending August 1, 2022 (Resolution B2020-196).

**Attachments**

1. Disabled Veterans Rest Camp Board Membership Roster- June 2022



Ramsey County

## Disabled Veterans Rest Camp Board

### Board Roster



**David Sullivan-Nightengale**

**1st Term** Oct 06, 2020 - Aug 01, 2022

**Email** dsullivannightengale@yahoo.com

**Address**

1132 Norton Street  
Saint Paul, MN 55117



**Vacancy**

# Board of Commissioners

## Request for Board Action

Item Number: 2022-365

Meeting Date: 7/12/2022

**Sponsor:** Communications & Public Relations

### Title

Appointment to the Extension Committee

### Recommendation

Appoint Heidi Miller to the Extension Committee for a three-year term beginning July 12, 2022 and ending December 31, 2025.

### Background and Rationale

The Minnesota Extension Service is under the auspices of the University of Minnesota. Minnesota statutes sections 38.33 to 38.38 require the county to have an Extension Committee and define County Extension work to include educational programs and services provided by extension educators in the areas of agriculture, agriculture finance, economic development, nutrition, youth leadership development (including 4-H), leadership, and environment and natural resources.

The statutes also define the composition of the Extension Committee to consist of nine members including two county commissioners, the county auditor or designee and six members appointed at large by the county board. Appointed members support the County Extension programming in three ways: 1) identifying local community needs and extension resources, 2) providing Extension program support and advocacy, and 3) assisting in the development of an annual County Extension budget request.

For more information about University of Minnesota Extension, please visit: [Building a stronger Minnesota together | UMN Extension <https://extension.umn.edu/about-extension/what-we-do>](https://extension.umn.edu/about-extension/what-we-do)

There is currently one vacancy on the Extension Committee. Recruitment through the county's open appointment process resulted in one application. On June 8, 2022, the Chief Clerk's Office forwarded the application to the commissioners for review and recommendation. Additionally, the commissioners held interviews with each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant beyond just the review of the online applications. On June 22, 2022, three commissioners interviewed the applicants for final recommendation.

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

Well-being

Prosperity

Opportunity

Accountability

### Racial Equity Impact

Eligibility for appointment on the Extension Committee requires the appointee to be a resident of Ramsey County. The district in which an appointee resides is considered in an effort to reflect the geographic diversity of Ramsey County. In addition, the Extension Committee advises and supports programming such as 4-H Youth Development program. For example, 4-H is focused on programming to better reach the needs of the community with a special focus to successfully serve youth of color. Youth of color currently comprise nearly 50% of those served through 4-H programming in Ramsey County.

**Community Participation Level and Impact**

Ramsey County is committed to continued efforts to recruit and diversify advisory boards and committee memberships. Recruitment of vacancies were shared through existing members, Ramsey County's social media platforms, staff and community distribution lists, as well as Ramsey County Commissioners.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

In 2022, Ramsey County began offering compensation for residents serving on formal advisory boards. Members of the Extension Committee had an opportunity to opt-in for a monthly \$25 gift card attendance compensation. Advisory board compensation comes from the Community Engagement Fund.

**Last Previous Action**

On February 8, 2022, the Ramsey County Board appointed Thomas Keul to the Extension Committee for a three-year term ending on December 31, 2025 (Resolution B2022-050).

**Attachments**

1. Extension Committee Membership Roster



Ramsey County  
**Extension Committee**

**Board Roster**



**Shaquonna Jackson**

**1st Term** Dec 17, 2019 - Dec 31, 2022

**Email** district1sjackson@gmail.com

**Address**

2193 Glenridge Ave  
Saint Paul, MN 55119



**Janet Hou**

**2nd Term** Dec 17, 2019 - Dec 31, 2022

**Email** janet.hou@gmail.com

**Address**

1709 Hamline Avenue No.  
Falcon Heights, MN 55113



**Ben Kucera**

**2nd Term** Jan 01, 2021 - Dec 31, 2023

**Email** kucera.ben@gmail.com

**Address**

2928 Mounds View Blvd.  
Mounds View, MN 55112



**Donna McDuffie**

**2nd Term** Dec 22, 2020 - Dec 31, 2023

**Email** donna.mcduffie@state.mn.us

**Address**

278 Charles Avenue  
Saint Paul, MN 55103



**Thomas Keul**

**1st Term** Feb 08, 2022 - Dec 31, 2025

**Email** tjkeul@gmail.com

**Home Phone** Home: (651) 233-0120

**Address**

2241 Rosewood Lane South  
Roseville, MN 55113





## Vacancy

**Item Number:** 2022-319

**Meeting Date:** 7/12/2022

**Sponsor:** Parks & Recreation

### Title

Appointments to the Parks and Recreation Commission

### Recommendation

Appoint Jordan Nelson (incumbent) and Tamara Mattison to the Parks and Recreation Commission for a term beginning July 12, 2022 and ending June 1, 2025.

### Background and Rationale

The Parks and Recreation Commission serves as an advisory group to the Parks and Recreation department leadership. Members of the Parks and Recreation Commission serve as valuable community liaisons, and provide insights on park projects, policy, racial equity and community engagement efforts. Feedback and ideas are incorporated into development projects and help connect park staff to community. Members' familiarity with the county's parks and recreation system offers a deep and rich conversation about the direction of the department. The Parks and Recreation Commission has a total of nine seats.

There are currently two vacancies on the Parks and Recreation Commission. Recruitment throughout the county's open appointment process resulted in four applications. On June 8, 2022, the applications were forwarded to the Ramsey County Board of Commissioners for review. Additionally, the commissioners held interviews with each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant beyond just the review of the online applications. On June 16, 2022, three commissioners interviewed the applicants for final recommendation.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

In addition to the usual recruitment for advisory committee vacancies through GovDelivery and word of mouth by advisory committee members, staff, and the Ramsey County Board, the vacancies and application was promoted through an email listserv reaching numerous diverse organizations and networks. This extended promotion process is a step towards better outreach to more racially diverse and underrepresented voices that are often missed. Furthermore, the application for these vacancies were updated to focus more on the lived experiences and knowledge and skills a resident may bring along with an optional section to insert demographics to ensure we are reaching new and diverse candidates.

### Community Participation Level and Impact

Participation by and input from community members appointed to advisory groups 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

In 2022, Ramsey County began offering compensation for residents serving on formal advisory boards. Members of the Parks and Recreation Commission had an opportunity to opt-in for a monthly \$25 gift card attendance compensation. Advisory board compensation comes from the Community Engagement Fund.

**Last Previous Action**

On May 25, 2021, the Ramsey County Board appointed Michael Berger, Brian Tempas, Savannah Lane, Snowdon Herr and Gregory Williams to the Parks and Recreation Commission for a term beginning June 2, 2021 and ending June 1, 2024 (Resolution B2021-118).

**Attachments**

1. Parks and Recreation Commission Membership Roster



**Board Roster**



**Candace Peterson**

**6th Term** Jun 02, 2020 - Jun 01, 2023

**Email** candygolf01@aol.com

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**Leah Shepard**

**2nd Term** May 26, 2020 - Jun 01, 2023

**Email** leahshepard@gmail.com

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**Michael Berger**

**2nd Term** Jun 02, 2021 - Jun 01, 2024

**Email** mpberger8@gmail.com

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**Gregory Williams**

**1st Term** Jun 02, 2021 - Jun 01, 2024

**Email** gwilli1253@gmail.com

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**Savannah Lane**

**1st Term** Jun 02, 2021 - Jun 01, 2024

**Email** savannahlane9@gmail.com

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**Brian Tempas**

**5th Term** Jun 02, 2021 - Jun 01, 2024

**Email** btempas@cunningham.com

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**Snowdon Herr**

**1st Term** Jun 02, 2021 - Jun 02, 2024

**Email** snowdon.herr@gmail.com



**Vacancy**



**Vacancy**

# Board of Commissioners

## Request for Board Action

**Item Number:** 2022-380

**Meeting Date:** 7/12/2022

**Sponsor:** Human Resources

### Title

Appointments to the Personnel Review Board

### Recommendation

Appoint Heidi Miller and Arlene Hubbard to the Personnel Review Board for a four-year term beginning July 12, 2022 and ending August 1, 2026.

### Background and Rationale

The Personnel Review Board hears disciplinary appeals by veterans relating to discharge or suspension; reviews disciplinary appeals after an administrative law judge has heard them; hears non-disciplinary appeals; and may review the Human Resources department services procedures and practices as directed by the Ramsey County Board. The Personnel Review Board consists of seven members who can serve a total of two four-year terms.

There are currently three vacancies on the Personnel Review Board. Recruitment through the county's open appointment process resulted in three applications. On June 8, 2022, the applications were forwarded to the Ramsey County Board of Commissioners for review. Additionally, the commissioners held interviews with each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant beyond just the review of the online applications. On June 22, 2022, three commissioners interviewed the applicants for final recommendations.

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

Well-being

Prosperity

Opportunity

Accountability

### Racial Equity Impact

Eligibility for appointment on the Personnel Review Board requires the appointee to be a resident of Ramsey County. The district in which an appointee resides is considered in an effort to have the makeup of the Personnel Review Board reflect the geographic diversity of Ramsey County. Human Resources department is committed to continued efforts to recruit and diversify Personnel Review Board membership to reflect the county's demographic diversity.

### Community Participation Level and Impact

Human Resources is committed to continued efforts to recruit and diversify Personnel Review Board memberships. Recruitment of vacancies were shared through existing members, Ramsey County's social media platforms, staff and community distribution lists, as well as Ramsey County Commissioners.

Appointment of community members to the Personnel Review Board provides an opportunity for residents to use their employment background and experience to increase the level of understanding about employment with Ramsey County through review, deliberation and discussion of various employment matters.

Inform

Consult

Involve

Collaborate

Empower

**Fiscal Impact**

Personnel Review Board members are paid \$50 per diem to offset out-of-pocket expenses, which typically is under \$500 annually. Funds are available in the Human Resources operating budget.

**Last Previous Action**

On February 8, 2022, the Ramsey County Board appointed Beth Belle Isle and Charles Mwamba to the Personnel Review Board for a four-year term beginning February 8, 2022 and ending August 1, 2026 (Resolution B2022-051).

**Attachments**

1. Personnel Review Board Membership Roster



Ramsey County  
**Personnel Review Board**

**Board Roster**



**Emma Corrie**

**1st Term** Oct 09, 2018 - Aug 01, 2022

**Email** emma.corrie@state.mn.us

**Address**

792 Parkview Avenue  
Saint Paul, MN 55117



**Angela Nalezny**

**1st Term** Jul 23, 2019 - Aug 01, 2022

**Email** angie.nalezny@hotmail.com

**Address**

1151 Crestview Court S  
Maplewood, MN 55119



**Susan Flores-Diaz**

**1st Term** Oct 09, 2018 - Aug 01, 2022

**Email** susan.flores.diaz@gmail.com

**Home Phone** Mobile:

**Address**

522 Como Avenue  
Saint Paul, MN 55103



**Sara Beckstrand**

**1st Term** Oct 26, 2021 - Aug 01, 2025

**Email** sibcyrus@msn.com

**Home Phone** Home: (651) 269-0008

**Address**

1948 Montreal Ave  
St. Paul, MN 55116



**Jill Alverson**

**2nd Term** Oct 26, 2021 - Aug 01, 2025

**Email** jill.alverson@gmail.com

**Address**

565 Otis Avenue  
Saint Paul, MN 55104





**Charles Mwamba**

**1st Term** Feb 08, 2022 - Aug 01, 2026

**Email** vicomwamba@yhao.com

**Home Phone** Home: (651) 278-3196

**Address**

290 Ruth Street N #10

St Paul, MN 55119

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**Beth Belle Isle**

**1st Term** Feb 08, 2022 - Aug 01, 2026

**Email** bbelleisle@gmail.com

**Home Phone** Home: (704) 661-0298

**Address**

500 ROBERT ST N

UNIT 510

Saint Paul, MN 55101

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**Item Number:** 2022-376

**Meeting Date:** 7/12/2022

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**Sponsor:** Library

**Title**

Appointment to the Ramsey County Library Board

**Recommendation**

Appoint Andrea West to the Ramsey County Library Board for the remainder of the 2022 calendar year ending December 31, 2022.

**Background and Rationale**

Minnesota Statutes section 134.09, subdivision 1 describes the authority of a county board of commissioners to appoint members to the Ramsey County Library Board of Trustees (Library Board). The Ramsey County Board of Commissioners appoints seven members to the Library Board. Members must be residents of suburban Ramsey County. For more information on the Ramsey County Library Board, please visit <https://www.rclreads.org/management/>.

One vacancy exists on the Library Board due to a resignation. Previous recruitment through the Ramsey County's advisory board and committees application process resulted in 18 applications. Ramsey County Commissioners serving suburban communities reviewed the applications and identified candidates to interview. On June 29, 2022, candidates were interviewed by three Ramsey County Commissioners serving suburban communities, as well as the Library Director.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

This action fills all Library Board vacancies and prepares the Library Board to advance county goals, including racial equity. Library Board members provide valuable insights to improving racial equity in library service delivery to Ramsey County residents.

**Community Participation Level and Impact**

Library Board vacancies were promoted to the community on the county's website, through social media platforms and by word-of-mouth recruitment by Library Board members, staff and Ramsey County Commissioners.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Library Board of Trustees serve as the governing board for the Ramsey County Library and receive a per diem of \$50 per meeting, up to \$100 per month.

**Last Previous Action**

On January 11, 2022, the Ramsey County Board appointed Grace Atkins and David Perry to the Ramsey County Library Board of Trustees for a three-year term beginning January 11, 2022 and ending December 31,

2024 (B2022-014).

**Attachments**

1. Library Board Roster

Ramsey County Library Board Roster

Total number of Appointees: 7

	Name	District	Term Expiration
1.	Grace Atkins	3	December 2024
2.	Claire Chang	2	December 2022
3.	Sida Ly-Xiong	2	December 2023
4.	Sylvia Neblett	7	December 2023
5.	David Perry	1	December 2024
6.	Steve Wood	1	December 2022
7.	Vacant		

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**Item Number:** 2022-358

**Meeting Date:** 7/12/2022

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**Sponsor:** Public Health

**Title**

Ramsey County Smoking and Commercial Tobacco Use Ordinance - Adopt the Ordinance

**Recommendation**

Adopt the Ramsey County Smoking and Commercial Tobacco Use Ordinance.

**Background and Rationale**

Public Health, acting in the health interests of both the citizens of the city of Saint Paul and Ramsey County, seeks to reduce commercial tobacco use within the Ramsey County community. Commercial tobacco use is the single most preventable cause of death and disease. Long-term commercial tobacco use is directly related to many illnesses, including lung, oral and pharyngeal cancer and heart and lung diseases. In Ramsey County, one in eight deaths are commercial tobacco-related and commercial tobacco creates \$262.7 million in excess medical costs and a \$753 tax burden per household. (1)

Commercial tobacco-free policies help ensure all community members have a healthy environment in which to live. These policies help people who are trying to quit by eliminating the sight and smell of commercial tobacco. The Minnesota Clean Indoor Air Act and Ramsey County Clean Indoor Air Ordinance currently prohibit smoking and vaping (e-cigarettes) within virtually all indoor public places, including places of employment, and within 25 feet of entrances, exits, open windows and ventilation intakes of these locations. The Ramsey County Smoking and Commercial Tobacco Use Ordinance would expand upon the Minnesota Clean Indoor Air Act and Ramsey County Clean Indoor Air Ordinance to prohibit all commercial tobacco products on all property that is owned, leased, rented, contracted or otherwise used or controlled by Ramsey County, including indoor and outdoor spaces. This expansion of the current policy can be justified by the following:

Secondhand smoke can harm health both indoors and outdoors and smokeless commercial tobacco is not a safe alternative:

- There is no safe level of exposure to secondhand smoke and smoke and vape-free environments protect the Ramsey County community from secondhand smoke. (2)
- Secondhand smoke levels in outdoor locations can reach levels comparable to indoor levels where smoking is permitted. (3,4,5)
- Commercial tobacco smoke contains over 7,000 chemicals and is a common trigger for asthma attacks. People with asthma, respiratory conditions or heart disease can face serious health problems from even a brief exposure to secondhand smoke, both indoors and outdoors. (6)
- E-cigarette aerosol, commonly known as vapor, contains nicotine, carcinogens and metals, such as nickel and chromium, that can exceed those associated with conventional secondhand smoke.
- Evidence continues to build that exposure to vapor, including secondhand exposure, has immediate impacts on the human respiratory and cardiovascular systems and thus likely poses a risk to human health. (7)
- Secondhand smoke odor is detectable up to 23 feet from its source and irritation levels began around 13 feet from the source. Anyone positioned downwind from an outdoor source of secondhand smoke

will be exposed, even at significant distances from the source. (8)

- Smokeless commercial tobacco causes nicotine addiction and death and disease including many types of cancer and increased risk for heart disease and stroke. (9)

Policies that prohibit commercial tobacco use help prevent commercial tobacco exposure and use in youth and young adults:

- Evidence supports that the establishment of smoke-free public and workplace environments reduces the initiation, prevalence and intensity of smoking among youth and young adults. (9)
- Lower smoking rates are an effect of the lower visibility of role models who use commercial tobacco, fewer opportunities to smoke and reduced social acceptability and social advantage for smoking. (10)
- Vaping is a serious threat to young people's health. The 2020 Minnesota Youth Tobacco Survey found that one in five high school students use e-cigarettes and 70% of high school and middle school users report signs of nicotine dependence. (11)

Commercial tobacco use and exposure harm the health of vulnerable and disproportionately impacted populations:

- Eliminating locations where commercial tobacco use is allowed will help reduce health disparities and inequities experienced by racially and ethnically diverse communities, low-income communities and other marginalized communities.
- African Americans, American Indians, two-spirit, lesbian, gay, bisexual, transgender and queer (2SLGBTQ+) individuals, women, youth, low-income populations and other systemically marginalized communities are disproportionately impacted by the harms of commercial tobacco and targeted by the commercial tobacco industry.
- Commercial tobacco use is a major contributor to the three leading causes of death among African Americans - heart disease, cancer, and stroke. (12)
- Both commercial tobacco-related cancer incidence and death rates are higher for African Americans than other racial/ethnic groups. (13)
- In Minnesota, 59% of American Indian adult's smoke commercial tobacco, compared to 14.5% of Minnesota's overall adult population. (14)
- Lung cancer is also the leading cause of cancer death for Minnesota's American Indian community. (15)
- Lower-income populations have less access to health care, making it more likely that they are diagnosed at later stages of diseases and conditions. (16)
- 2SLGBTQ+ individuals are less likely to have health insurance than straight individuals, which may negatively affect health as well as access to cessation treatments, including counseling and medication. (17)

Waste from commercial tobacco products that can harm human and animal health and the environment:

- Cigarette butts are a very common form of litter found in parks and recreation areas. Discarded cigarettes contain arsenic, lead and other toxic chemicals that pollute the land and water and may be ingested by toddlers, pets, birds, or fish. (18)
- E-cigarette-related waste is potentially a more serious environmental threat than cigarette butts because it contains metal, circuitry, single-use plastic cartridges, batteries, lead, mercury and toxic chemicals in e-liquids. (19)
- Litter from commercial tobacco products impacts valuable maintenance resources to clean-up.

As of February 2022, at least 27 local governments in Minnesota, including 20 cities and five counties, have enacted ordinances that prohibit or restrict smoking and/or the use of commercial tobacco products in specified outdoor areas, and three counties (Blue Earth, Redwood and Hennepin) have adopted policies that prohibit smoking and the use of all commercial tobacco products, including electronic delivery devices, by all

persons in and on all property that the counties have authority to control. The Ramsey County Smoking and Commercial Tobacco Use Ordinance would align Ramsey County with best practices in reducing commercial tobacco use.

The Ramsey County Board of Commissioners has previously taken actions to regulate commercial tobacco use to promote public health and community well-being as additional data and information about the harmful effects of smoking have emerged. This includes adoption of the Ramsey County Clean Indoor Air Ordinance in 2015 and the Ramsey County Menthol Resolution in 2017.

The Ramsey County Home Rule Charter section 5.01.A.1 requires that certain acts of the Ramsey County Board shall be by ordinance, including: "Establish, structure, merge or abolish any county department, office, agenda, board or commissions, except as provided for in this charter."

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

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

As detailed in the Background and Rationale section, the burden of commercial tobacco use and exposure disproportionately falls on the health of racially and ethnically diverse communities. Commercial tobacco-free policies help reduce many of these burdens.

This ordinance will provide a decriminalized civil penalty for violation of county ordinances as an alternative to misdemeanor citations. The petty misdemeanor attached to the Ramsey County Clean Indoor Air Ordinance can result in a fine of up to \$300 and may show up on background checks. Because of the existing racial inequities inherent to the criminal justice system, creating a decriminalized ordinance enforcement option gives the Public Health department a tool that can be used to protect public health, while minimizing enforcement impacts on people from racially and ethnically diverse backgrounds. The penalties for violation of this Ordinance will be \$50 for smoking or using commercial tobacco products indoors or outdoors or smoking within 25 feet of entrances, exits, open windows and ventilation intakes of public places and places of work.

This ordinance will include an exception for American Indian traditional or sacred tobacco use. American Indian people have been violently deprived of traditional practices, including traditional or sacred tobacco use, by colonization and cultural genocide and have been targeted by the commercial tobacco industry. Supporting the use of traditional or sacred tobacco through this exception will target commercial tobacco use, while preserving the right to important ceremonial, cultural and spiritual practices.

The Ramsey County Parks and Recreation department conducted community engagement on tobacco use in parks and recreation areas in 2021. The Racial Equity Review process began in April 2021. Parks and Recreation staff conducted virtual sessions with the following groups to examine their current ordinance and uncover ways the current ordinance could have a negative racial equity impact:

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

In addition, during the summer of 2021, Parks and Recreation got feedback from 1,540 community members. More than 125 participants in this engagement identified being from Black, Indigenous and People of Color (BIPOC) communities. As part of the racial equity review, project organizers compared these responses to those from people who identified as white or did not identify their race or ethnicity. Feedback from BIPOC-identifying participants aligned with the feedback received from participants who identified as white in the

areas of smoking and commercial tobacco use. Overall, banning smoking and commercial tobacco use appealed to a large portion of respondents. The primary appeal of prohibiting smoking and commercial tobacco use was the health benefits, particularly for children and other vulnerable populations, supporting parks as places of healthy living.

### **Community Participation Level and Impact**

Community members participated in this action through the Ramsey County Parks and Recreation department's community engagement process conducted to inform the Park Ordinance update during the summer of 2021.

Members of St. Paul Indians in Action (SIA) provided guidance on policy formation regarding the use of traditional or sacred tobacco. SIA also provided input on the importance of distinguishing between traditional or sacred tobacco and commercial tobacco within the Ordinance.

Community members were additionally engaged through long-standing work with the Ramsey Tobacco Coalition, a diverse group of community stakeholders who support policies designed to decrease the harms of commercial tobacco use and exposure.

Community members came to the Public Hearing on June 28, 2022 to share support and concerns for the Ramsey County Smoking and Commercial Tobacco Use Ordinance.

Inform       Consult       Involve       Collaborate       Empower

### **Fiscal Impact**

Payments of penalties for administrative citations would accrue to the Ramsey County, but it is expected that few citations would be issued, and the fiscal impact would be minimal. Environmental Health issued no citations for violation of the Ramsey County Clean Indoor Air Ordinance in 2020 and 2021. Any future civil penalty revenue would be deposited into the Ramsey County general fund, violations account.

### **Last Previous Action**

On June 28, 2022, the Ramsey County Board waived the second reading of the proposed Ramsey County Smoking and Commercial Tobacco Use Ordinance and held a public hearing (Resolution B2022-148).

On June 7, 2022, the Ramsey County Board waived the first reading of the proposed Ramsey County Smoking and Commercial Tobacco Use Ordinance and set a public hearing for June 28, 2022 (Resolution B2022-138).

### **Attachments**

1. Ramsey County Smoking and Commercial Tobacco Use Ordinance
2. Revised Fine Schedule
3. Schedule of Events
4. References



## **Ramsey County Smoking and Commercial Tobacco Use Ordinance**

**1.00** This Ordinance will be known as the "Ramsey County Smoking and Commercial Tobacco Use Ordinance."

### **2.00 Purpose**

**2.01** The main objectives of this Ordinance are:

- A. To protect the health of the people of Ramsey County from the negative effects of commercial tobacco while in public places and places of employment.
- B. To affirm the right of people to breathe air without secondhand smoke.
- C. To reduce commercial tobacco use and exposure in children, youth and young adults.
- D. To protect the health of vulnerable and disproportionately impacted populations.
- E. To reduce waste from commercial tobacco products that can harm human and animal health and the environment.

### **3.00 Authority**

The Ramsey County Board of Commissioners is authorized to adopt this Ordinance by Minnesota Statutes sections 144.414, subd. 5(b), 144.417, subd. 4(a), and chapters 145A and 375, the Home Rule Charter for Ramsey County, and other applicable legislation, as may be adopted or amended from time to time.

### **4.00 Jurisdiction**

**4.01** This Ordinance applies throughout all of Ramsey County.

**4.02** Nothing in this Ordinance will prevent cities and townships within Ramsey County from adopting stricter rules to protect people from smoking or commercial tobacco products.

**4.03** Nothing in this Ordinance authorizes smoking or the use of commercial tobacco products in any location where smoking or the use of commercial tobacco products is restricted by other laws.

### **5.00 Definitions**

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

**5.01 County staff.** County staff and service providers include but are not limited to: employees; independent contractors; contractors; vendors; consultants; volunteers; and elected and appointed officials.

**5.02 Electronic delivery device.** Any product containing or delivering nicotine, lobelia or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. Electronic delivery device includes, but is not limited to, devices manufactured, marketed or sold as e-cigarettes, e-cigars, e-pipes, vape pens, mods, tank systems, or

under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device does not include any “drug,” “device,” or “combination product” as defined in the Federal Food, Drug, and Cosmetic Act that has been authorized by the United States Food and Drug Administration for sale as a tobacco cessation product, a tobacco dependence product, or for other medical purposes.

**5.03 Minnesota Clean Indoor Air Act.** Minnesota Statutes Sections 144.411 to 144.417, as amended from time to time.

**5.04 Place of employment.** “Place of employment” as defined in Minnesota Statutes Section 144.413, subd. 1b, as amended from time to time.

**5.05 Public place.** “Public place” as defined in Minnesota Statutes Section 144.413, subd. 2, as amended from time to time.

**5.06 Smoking.** Inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe or any other lighted or heated product containing, made or derived from nicotine, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking will also include carrying or using an activated electronic delivery device.

**5.07 Commercial tobacco product.** Any product containing, made, or derived from tobacco or nicotine, whether natural or synthetic, that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including, but not limited to, cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Commercial tobacco products do not include traditional or ceremonial tobacco plant material used as part of an American Indian cultural practice or a lawfully recognized religious, spiritual or cultural ceremony or practice or any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as “drugs,” “devices,” or “combination products,” as defined in the Federal Food, Drug, and Cosmetic Act.

**5.08 Commercial tobacco product use.** The act of smoking or the consumption of any commercial tobacco product.

## **6.00 Prohibitions and Exceptions**

### **6.01 Prohibitions**

A. Smoking is not allowed in indoor public places and places of employment as defined by the Minnesota Clean Indoor Air Act.

B. Smoking and commercial tobacco product use are not allowed at any time by any person on any property that is owned, leased, rented, contracted or otherwise used or controlled by Ramsey County. This prohibition includes but is not limited to, all facilities; grounds; parking lots; work areas, vehicles and equipment; walkways, paths and trails; park and recreation areas, lands and bodies of water; public golf courses, playgrounds, beaches, swimming pools, nature areas and recreation centers.

C. Smoking or commercial tobacco product use is not allowed in personal vehicles parked on property that is owned, leased, rented, contracted or otherwise used or controlled by Ramsey County.

D. Except as provided in Section 5.03, smoking is not allowed within twenty-five (25) feet of entrances, exits, windows and ventilation intakes of public places and places of employment.

**6.02 Exceptions.** The prohibitions in Section 6.01 do not apply to the following places or situations:

A. The proprietor of a food establishment may set aside an outdoor dining or bar area of a food establishment for smoking. This may be done if this location is appropriately signed as a smoking area, and the area is not immediately next to a building entrance.

B. Members of the public passing through on an outdoor street, alley or sidewalk where smoking is prohibited by this Ordinance, while on their way to another location.

C. Use of tobacco as part of an American Indian cultural practice or a lawfully recognized religious, spiritual or cultural ceremony or practice. Sacred, traditional use of tobacco for prayer, ceremony and memorial is allowed.

## **7.00 Enforcement**

A. No person or employer can permit smoking in an area they control where smoking is prohibited by this or any other law.

B. No County staff can permit smoking or commercial tobacco product use in any area that is under the control of Ramsey County and in which smoking or commercial tobacco product use is prohibited by this or any other law.

C. County staff may check property that is owned, leased, rented, contracted or otherwise used or controlled by the County to make sure this Ordinance is not violated. Any person who violates this Ordinance will be reminded of its requirements and asked to immediately stop smoking or using commercial tobacco products. Any person who does not stop smoking or using commercial tobacco products will be asked to immediately leave Ramsey County property.

## **8.00 Violations and Penalties**

A. **Citations.** Where appropriate, the preferred method of enforcement will be a request for voluntary compliance. Whenever any person authorized to issue administrative citations for the violation of law, discovers a violation of this ordinance, an administrative citation may be issued to the person alleged to have committed the violation. The administrative citation will be issued to the person charged with the violation, or in the case of a corporation or municipality, to any officer or agent authorized to accept such issuance.

B. **Civil administrative fine.** Any person who violates this Ordinance by smoking or engaging in commercial tobacco use anywhere it is prohibited, and who does not immediately stop when asked to, may be issued an administrative citation according to the Ramsey County Administrative Ordinance. Fine amounts vary depending on violation. Refer to the Ramsey County Smoking and Commercial Tobacco Use Ordinance Violations Fine Schedule for detailed amounts.

C. **Proprietors.** Any proprietor, person or entity that owns, leases, manages, operates or otherwise controls the use of an area in which smoking and commercial tobacco product use is prohibited, and that knowingly does not comply with this Ordinance, may be issued a civil penalty. Fine amounts vary depending on violation. Refer to the Ramsey County Smoking and Commercial Tobacco Use Ordinance Violations Fine Schedule for detailed amounts.

D. **Repeat violations.** Each day a violation occurs or continues will be considered a separate offense. Repeat or ongoing offenses may result in an administrative citation per day, as well as trespass from Ramsey County property.

E. **Ramsey County licensees.** Failure to comply with this Ordinance may be a basis for adverse action for licenses issued under Ramsey County ordinances.

### **9.00 Severability**

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

### **10.00 Previous Ordinance**

Upon the Effective Date of this Ordinance, the Ramsey County Clean Indoor Air Ordinance, B2015-302, adopted September 22, 2015, effective November 29, 2015, is repealed.

### **11.00 Effective Date**

This amendment of the Ordinance will be effective upon passage by the Ramsey County Board of Commissioners and its publication in accordance with law.

## RAMSEY COUNTY SMOKING AND COMMERCIAL TOBACCO USE ORDINANCE VIOLATIONS FINE SCHEDULE

Ordinance: According to the Ramsey County Smoking and Commercial Tobacco Use Ordinance Section 3.00, the Ordinance is adopted pursuant to powers granted under Minnesota Statutes §§ 144.414, subd. 5(b), 144.417, subd. 4(a), and chapters 145A and 375. **CITATION NUMBERS BELOW:** “RC #.###” refers to the applicable section of the Ramsey County Smoking and Commercial Tobacco Use Ordinance “Minn. Stat. § 144.###” refers to the applicable section of the Minnesota Clean Indoor Air Act, Minnesota Statutes §§ 144.411 through 144.417.

SECTION	VIOLATION	FINE AMOUNT
RC 6.01A & Minn. Stat. § 144.414	Smoking or using commercial tobacco products indoors in prohibited places	\$50
RC 6.01B	Using commercial tobacco products outdoors in prohibited spaces on property owned, leased, rented, contracted or otherwise used or controlled by Ramsey County	\$50
RC 6.01A & Minn. Stat. § 144.416.a.1	Signs prohibiting smoking not posted by proprietor	\$100
RC 6.01A & Minn. Stat. § 144.416.a.2	Proprietor not asking smoking person to leave premises or reporting trespassing if refusal to leave after asking	\$200
RC 6.01A & Minn. Stat. § 144.416.a.3	Proprietor providing prohibited smoking equipment	\$100
RC 6.01A & Minn. Stat. § 144.4165	Commercial tobacco products on school facilities	\$200
RC 6.01D	Smoking within twenty-five (25) feet of entrances, exits, open windows and ventilation intakes of public places and places of work	\$50

PROPOSED SCHEDULE OF EVENTS  
 Ramsey County Smoking and Commercial Tobacco Use Ordinance

June 7, 2022 RBA #1	First Reading of Ordinance Set Date for Public Hearing
June 15, 2022	Publication of Public Hearing Notice <i>(For 2022, official county newspaper publication is on Wednesdays. This publication date needs to be on a Wednesday.)</i>
June 28, 2022 RBA #2	Second Reading of Ordinance Hold Public Hearing
July 12, 2022 RBA #3	Action on Adoption of Ordinance
August 26, 2022	Effective date of Ordinance (45-day referendum)

## Ramsey County Smoking and Commercial Tobacco Use Ordinance

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