



Board of Commissioners Agenda

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

February 6, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of February 6, 2024 is Presented for Approval** [2023-651](#)

Sponsors: County Manager's Office

Agenda of February 6, 2024 is Presented for Approval
Approve the agenda of February 6, 2024.

2. **Minutes January 23, 2024 are Presented for Approval** [2023-673](#)

Sponsors: County Manager's Office

Minutes January 23, 2024 are Presented for Approval
Approve the January 23, 2024 Minutes.

PROCLAMATION

3. **Proclamation: Black History Month** [2024-026](#)

Sponsors: Public Health

Proclamation: Black History Month

ADMINISTRATIVE ITEMS

4. **Allocation of Funding for the Park at RiversEdge** [2024-019](#)

Sponsors: Community & Economic Development

Allocation of Funding for the Park at RiversEdge
Authorize the County Manager to transfer up to \$1.8 million of interest earnings to complete an acquisition, predesign, and design project for the Park at RiversEdge.

5. **U.S. Small Business Administration Funds for the Small Business Reimagination Center** [2024-023](#)

Sponsors: Community & Economic Development

U.S. Small Business Administration Funds for the Small Business Reimagination Center

1. Ratify the submittal of the grant application to the U.S. Small Business Administration in the amount of \$1,500,000 for the Small Business Reimagination Center.
2. Accept \$1,500,000 grant from the U.S. Small Business Administration to invest in the Ramsey County small business ecosystem by creating the Small Business Reimagination Center.
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 enter into expenditure grant agreements and execute amendments to agreement in a form approved by Finance and the County Attorney's Office provided the amounts of funding are within the limits of the approved expenditure grant agreement program budget.
5. Approve an increase in the personal complement of the Community & Economic Development department by 1.0 Full Time Equivalent.

6. 2024 Parks Capital Project Accounting[2024-005](#)

Sponsors: Parks & Recreation

2024 Parks Capital Project Accounting

Authorize the County Manager to establish project budgets for the following in the Parks and Recreation Department:

- a. Battle Creek Waterworks Remodel
- b. Bruce Vento Trail Phase 1 Design & Construction
- c. Bruce Vento Trail Phase 2 Design
- d. Highland Arena Roofing
- e. Aldrich Arena Strategic Renovation
- f. Arena & Admin Guaranteed Energy Savings Project
- g. Long Lake Culvert Repair
- h. Arena Capital Maintenance
- i. Tuj Lub Renovation - Keller Regional Park
- j. Battle Creek Stormwater
- k. Boat Launches - Long Lake & Turtle Lake
- l. 2024 Comprehensive Capital Asset Management Preservation Plan Projects
- m. 2024 Regional Rehabilitation Projects

7. Grant Awards from the Metropolitan Council for Legacy Amendment Parks and Trails Fund Projects[2024-021](#)

Sponsors: Parks & Recreation

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

1. Accept grant awards from and approve grant agreements with the Metropolitan Council for Legacy Amendment Parks and Trails Fund Projects for the periods of July 1, 2023, through June 30, 2027, in the total amounts of \$2,320,762 for State Fiscal Year 2024, and \$2,073,188 for State Fiscal Year 2025.
2. Authorize the Chair and Chief Clerk to execute State Fiscal Year 2024 grant agreements.
3. Authorize the County Manager to execute State Fiscal Year 2025 grant agreements in a form approved by the County Attorney's Office.

4. Authorize the County Manager to enter into agreements and amendments to agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Authorized the County Manager to make temporary cash loans, as needed, from the General Fund to the Parks and Recreation Department to implement these projects until funds are received, with repayment to be made when funds are available.

8. Resolution to Support Mighty Ducks Grant Program Application [2024-034](#)

Sponsors: Parks & Recreation

Resolution to Support Mighty Ducks Grant Program Application

Adopt a resolution to support Parks & Recreation's application to the Mighty Ducks Grant Program for grant funding.

9. Phase 1 Bruce Vento Regional Trail Extension Local Match to State Bond Construction Funding [2024-024](#)

Sponsors: Parks & Recreation

Phase 1 Bruce Vento Regional Trail Extension Local Match to State Bond Construction Funding

1. Accept and approve the Bruce Vento Phase 1 extension estimated construction budget and financing plan in the amount of \$1 million.
2. Authorize the County Manager to allocate county funds in the amount of \$496,071 from the Capital Project Fund balance for a local funding match for the Phase 1 Bruce Vento Regional Trail Extension construction project.
3. Authorize the County Manager to account for the Phase 1 Bruce Vento Regional Trail construction project as a budgeted project in Parks & Recreation.

10. Seventh Amendment to Lease Agreement with State of Minnesota for Space at Metro Square [2024-030](#)

Sponsors: Property Management

Seventh Amendment to Lease Agreement with State of Minnesota for Space at Metro Square

1. Approve the seventh lease amendment to the lease agreement with the state of Minnesota, 50 Sherburne Avenue, #309, Saint Paul, MN, for space at Metro Square, 121 7th Place East, Saint Paul, MN, for the period from February 1, 2024, through February 29, 2024, for the total amount of \$143,678, with all other material terms remaining in effect and unchanged.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.
3. Increase Property Management's 2024 Revenue and Expenditure Budget by \$143,678.

11. Joint Powers Agreement with Hennepin County, Minnesota Department of Health, Minnesota Department of Human Services and the City of Minneapolis for HIV Prevention Projects. [2024-016](#)

Sponsors: Public Health

Joint Powers Agreement with Hennepin County, Minnesota Department of Health, Minnesota Department of Human Services and the City of Minneapolis for HIV Prevention Projects.

1. Approve the Joint Powers Agreement for HIV Prevention Projects with the following

entities for the period upon execution:

- a. Hennepin County - 525 Portland Avenue, Minneapolis, MN 55415.
 - b. Minnesota Department of Health - 625 Robert Street, North, Saint Paul, MN 55164.
 - c. Minnesota Department of Human Services - 540 Cedar Street, Saint Paul, MN 55415.
 - d. City of Minneapolis - 505 South 4th Avenue, Minneapolis, MN 55415.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

12. Agreement with the City of Falcon Heights for Law Enforcement and Public Safety Services

[2024-017](#)

Sponsors: Sheriff's Office

Agreement with the City of Falcon Heights for Law Enforcement and Public Safety Services

1. Approve the Law Enforcement Services Agreement with the city of Falcon Heights for law enforcement and public safety services for the one-year period of January 1, 2024 through December 31, 2024.
2. Authorize the Chair and Chief Clerk to execute the agreement.

13. Joint Powers Agreement with Minnesota Department of Public Safety, Bureau of Criminal Apprehension for Participation in the Violent Crime Reduction Unit

[2024-018](#)

Sponsors: Sheriff's Office

Joint Powers Agreement with Minnesota Department of Public Safety, Bureau of Criminal Apprehension for Participation in the Violent Crime Reduction Unit

1. Approve the Joint Powers Agreement with the Minnesota Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Street East, Saint Paul, MN 55106 for participation in the Violent Crime Reduction Unit upon execution through three (3) years from the fully executed agreement.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
3. Approve an increase in the personnel complement of the Sheriff's Office by 1.0 Full Time Equivalent Deputy Sheriff.

14. 2024 Capital Improvement Program Bond Ordinance Series 2024A - Parameters Resolution

[2023-604](#)

Sponsors: Finance

2024 Capital Improvement Program Bond Ordinance Series 2024A - Parameters Resolution

1. Approve the attached Resolution authorizing the sale of General Obligation Capital Improvement Plan Bonds, Series 2024A including the terms and parameters for the general obligation bonds Series 2024A.
2. Establish the Pricing Committee, which consists of the County Board Chair (County Board Vice-Chair as alternate), County Manager and Chief Financial Officer.
3. Authorize the Pricing Committee to see the 2024A general obligation bonds if all parameters are met.

POLICY ITEM

15. Countywide Strategic Plan Update[2024-027](#)

Sponsors: Policy & Planning

Countywide Strategic Plan Update

None. For information and discussion only.

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

Following County Board Meeting:

10:00 a.m. (est.) Regional Railroad Authority Meeting, Council Chambers – Courthouse Room 300

10:30 a.m. (est). Board Workshop: Arena Refrigerant Replacement and Energy Savings Program -
Courthouse Room 220, Board Conference Room

Public access via Zoom webinar:

Webinar ID: 945 2405 1145 | Passcode: 590044 | Phone: 651-372-8299

Advance Notice:

February 13, 2024 No county board meeting - NACo Legislative Conference (Washington, D.C.)

February 20, 2024 County board meeting – Council Chambers

February 27, 2024 County board meeting – Council Chambers

March 5, 2024 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

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

Item Number: 2023-651

Meeting Date: 2/6/2024

Sponsor: County Manager's Office

Title

Agenda of February 6, 2024 is Presented for Approval

Recommendation

Approve the agenda of February 6, 2024.



Board of Commissioners

Request for Board Action

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

Item Number: 2023-673

Meeting Date: 2/6/2024

Sponsor: County Manager's Office

Title

Minutes January 23, 2024 are Presented for Approval

Recommendation

Approve the January 23, 2024 Minutes.

Attachments

1. January 23, 2024 Minutes

Board of Commissioners Minutes

January 23, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:03 a.m. with the following members present: Frethem, McGuire, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Also present were Ryan O'Connor, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Commissioner Xiong was absent during Roll Call and approval of the January 23, 2024 agenda. She arrived at 9:06 a.m. and was present for the rest of the board meeting.

Present: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner McGuire.

1. Agenda of January 23, 2024 is Presented for Approval [2023-650](#)

Sponsors: County Manager's Office

Approve the agenda of January 23, 2024.

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, and Reinhardt

Absent: Xiong

2. Minutes from January 16, 2024 are Presented for Approval [2023-672](#)

Sponsors: County Manager's Office

Approve the January 16, 2024 Minutes.

Motion by Ortega, seconded by McGuire. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

ADMINISTRATIVE ITEMS

4. Proposed Name Change of Savage Lake in Little Canada - Hold the Public Hearing [2023-594](#)

Sponsors: Board of Commissioners

Hold a Public Hearing to afford the public an opportunity to comment on the proposed name change of Savage Lake in Little Canada to Lake Metis.

Chair Martinson opened the public hearing at 9:07 a.m. There were seven speakers who shared their public testimony, which can be accessed via the archived video. The chair called

three times for additional public comments. Hearing none, the chair closed the public hearing at 9:27 a.m.

6. Memorandum Of Understanding with the State of Minnesota Judicial Branch for County Provided Services [2023-605](#)

Sponsors: Safety and Justice, District Courts

1. Approve the Memorandum of Understanding with the state of Minnesota Judicial Branch, through its Second Judicial District Courts, 15 West Kellogg Boulevard, Saint Paul, MN 55102, for county provided services for the period upon execution through December 31, 2028.
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.

Motion by McGuire, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2024-017](#)

7. Ramsey County Vision, Mission and Goals [2024-029](#)

Sponsors: County Manager's Office

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

- Vision: A vibrant community where all are valued and thrive.
- Mission: A county of excellence working with you to enhance our quality of life.
- Goals:
 1. Well-being: Strengthen individual, family and community health, safety and well-being.
 2. Prosperity: Cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty.
 3. Opportunity: Enhance access to opportunity and mobility for all residents and businesses.
 4. Accountability: Model fiscal, operational and results-based accountability, transparency and strategic investments.

Motion by McGuire, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2024-018](#)

5. Request for Reallocation of American Rescue Plan Funds [2024-015](#)

Sponsors: Finance

1. Reduce original American Rescue Plan Act allocations by a total of \$3.172 million as follows:
 - a. \$1.6 million from Healing Streets
 - b. \$572,000 from RECERT
 - c. \$1 million from the Ramsey County Care Center and Lake Owasso Residence.
2. Approve an increase in the personnel complement of the County Attorney's Office by a 1.0 Full Time Equivalent Paralegal.
3. Allocate up to \$1.4 million to the County Attorney's Office to address the court backlog and increased complexity of cases in 2024 and 2025.
4. Allocate up to \$600,000 to the County Sheriff's Office to address costs related to the court backlog in 2023.
5. Allocate up to \$1 million to Administration and Evaluation for the continued work in 2024 and 2025.

Motion by McGuire, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: B2024-019

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair Martinson declared the meeting adjourned at 10:37 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-026

Meeting Date: 2/6/2024

Sponsor: Public Health

Title

Proclamation: Black History Month

Attachments

1. Proclamation

Proclamation

WHEREAS, Black History Month is a time to celebrate, acknowledge and honor the contributions of Black American's history and their culture; and

WHEREAS, The National Association for the Study of African American Life and History dedicates the 98th Annual Black History Month Theme in 2024 to "African Americans and the Arts;" and

WHEREAS, Ramsey County Black Excellence Employee Resource Group celebrates the fields of visual and performing arts, literature, fashion, folklore, language, film, music, architecture, culinary and other forms of cultural expression that is infused with African, Caribbean, and the Black American lived experiences; and

WHEREAS, Ramsey County celebrates with the National Museum of African American History and Culture by uplifting the humanity, innovation and vision of African American artists here and across the nation; and

WHEREAS, For centuries Western intellectuals denied or minimized the contributions of people of African descent to the arts as well as history, even as their artistry in many genres was mimicked and/or stolen; and

WHEREAS, Brownbody is a performance and education organization that reimagines the ice and the stage to shape, ignite, and sustain intergenerational Black folks in revolution + transformation + healing; and

WHEREAS, Brownbody exists to liberate Black artistry and humanity through a blend of dance, theater, and figure skating; and

WHEREAS, Brownbody's foundation is grounded in ongoing efforts to create nourishing offerings for Black communities, including pay-as-able learn to skate lessons, and the presentation of professional artistic work, and to maintain multiple points of entry for people to come as they are for their individual and collective well being; and

WHEREAS, Black History Month is all about African Americans presenting all of their artistry through their various traditions that started over 300 years ago; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners proclaims February 6, 2024, as Black History Month in Ramsey County celebrating African Americans and the arts; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners urges all Ramsey County employees and residents to explore the key influence African Americans have had in the fields of visual and performing arts, literature, fashion, folklore, language, film music, architecture, culinary and other forms of cultural expression.



Trista Martinson, Board Chair, District 3



Nicole Frethem, Commissioner, District 1



Mary Jo McGuire, Commissioner, District 2




Rena Moran, Commissioner, District 4



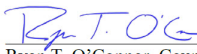
Rafael Ortega, Commissioner, District 5



Mai Chong Xiong, Commissioner, District 6



Victoria Reinhardt, Commissioner, District 7



Ryan T. O'Connor, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2024-019

Meeting Date: 2/6/2024

Sponsor: Community & Economic Development

Title

Allocation of Funding for the Park at RiversEdge

Recommendation

Authorize the County Manager to transfer up to \$1.8 million of interest earnings to complete an acquisition, predesign, and design project for the Park at RiversEdge.

Background and Rationale

On December 12, 2023, the Ramsey County Board authorized the grant agreement with Metropolitan Council to accept \$6.22 million in state bonds and the \$8 million acquisition, predesign, and design project the bonds will pay for. A requirement to access the funds is demonstration that the project is fully funded, and the requested action today will satisfy that requirement.

Ramsey County has the legal authority to apply for financial assistance, and the institutional, administrative, and managerial capability to ensure adequate acquisition, construction, maintenance, and protection of the project described as the Park at RiversEdge.

Ramsey County pledges to complete this phase if it exceeds the total funding provided by the proposed \$6.22 million grant from the state of Minnesota. Ramsey County has the financial capability to provide the required matching funds and the source of the county's matching funds shall be interest earnings and will not include other state funding sources.

County Goals (Check those advanced by Action)

☐ Well-being

☒ Prosperity

☐ Opportunity

☐ Accountability

Racial Equity Impact

This action has limited impact on racial equity in service delivery, but it does pave the way for future development of both the public realm and eventual private vertical towers that will be measured against the Equitable Development Framework. A future development agreement for Ramsey County Riverfront Properties will impact wages, contracting and workforce inclusion goals, and access to affordable housing. Construction projects resulting from a future development agreement will include goals conforming with the county's adoption of the state of Minnesota's workforce inclusion and contracting goals.

Community Participation Level and Impact

The level of community participation for this specific action is to inform pursuant to a prior county board action committing the funds to the project. The overarching project for which this request is a part has been informed by years of engagement and community participation will continue to inform the project.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

To fund the required match and access the state bonds allocated for the Park at RiversEdge, this request is for

the Ramsey County Board to appropriate up to \$1.8 million of interest earnings to the project. This project will be accounted for in an existing RiversEdge project account. Interest earnings available in CIP Bond Interest total \$3,493,103. Following approval of this action, available interest will be \$1,693,103.

Last Previous Action

On December 12, 2023, the Ramsey County Board ratified the \$8 million acquisition, predesign, and design project and approved a grant agreement with the Metropolitan Council for the Park at RiversEdge (Resolution B2023-231).

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2024-023

Meeting Date: 2/6/2024

Sponsor: Community & Economic Development

Title

U.S. Small Business Administration Funds for the Small Business Reimagination Center

Recommendation

1. Ratify the submittal of the grant application to the U.S. Small Business Administration in the amount of \$1,500,000 for the Small Business Reimagination Center.
2. Accept \$1,500,000 grant from the U.S. Small Business Administration to invest in the Ramsey County small business ecosystem by creating the Small Business Reimagination Center.
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 enter into expenditure grant agreements and execute amendments to agreement in a form approved by Finance and the County Attorney's Office provided the amounts of funding are within the limits of the approved expenditure grant agreement program budget.
5. Approve an increase in the personal complement of the Community & Economic Development department by 1.0 Full Time Equivalent.

Background and Rationale

The Ramsey County Economic Competitiveness and Inclusion Plan (ECI Plan) has identified a set of strategies to foster economic competitiveness, innovation, and transformation. These strategies include: Develop pathways to entrepreneurship and businesses owned by people who are racially ethnically diverse, and strengthen business retention and expansion infrastructure to support communities.

The Community and Economic Development department partnered with the Business Resource Collective (BRC) in deploying \$15 million in grants through the Small Business Relief Fund in response to the Covid-19 pandemic. The partnership with the BRC was instrumental in getting those relief dollars equitably distributed and into the hands of underrepresented small business owners. The SBRC will prioritize relationships with community-based organizations and utilize existing community assets.

As a result of the ECI Plan and the Small Business Relief Fund, in June 2023, Community & Economic Development applied for a \$1,500,000 grant from the Small Business Administration to create a Small Business Reimagination Center (SBRC) that implements these strategies. The SBRC will focus on entrepreneurship and business growth.

The virtual SBRC will strengthen small business and the small business ecosystem that served as a critical lifeline over the course of the pandemic. The SBRC will accelerate business growth particularly for racially and ethnically diverse businesses, develop entrepreneurship pathways, and strengthen the capacity for more culturally specific business advisory services and counseling. It will also support business planning and site selection, navigate business lending to grow local investment particularly for racially and ethnically diverse business owners, and develop incubation spaces for small business ideation and innovation.

Because of this funding, the Community and Economic Development department will be adding 1.0 Full Time Equivalent Economic Development Specialist position dedicated to business programming.

County Goals (Check those advanced by Action)☒ Well-being☒ Prosperity☒ Opportunity☐ Accountability**Racial Equity Impact**

These funds will be used to implement eligible strategies from the Economic Competitiveness and Inclusion Plan by investing in a program specifically designed to address a funding gap in minority owned enterprises. The funds will strengthen the small business ecosystem by accelerating business growth for racially and ethnically diverse businesses and strengthen the capacity for more culturally specific business advising. The addition of 500 more minority business enterprises would result in a rate consistent with the overall U.S. ownership rate and create 6,690 new jobs in Ramsey County.

Community Participation Level and Impact

Community and Economic Development implemented a robust community engagement process in the creation of the Economic Competitiveness and Inclusion Plan including engagement with residents, businesses, community organizations, other governmental agencies, elected officials, and local municipalities. The application for these funds was enabled by the support of the Business Resource Collective, the Saint Paul Chamber of Commerce, and the Center for Economic Inclusion. Conversations with these partners are ongoing as the program is developed.

☒ Inform☒ Consult☒ Involve☐ Collaborate☐ Empower**Fiscal Impact**

The \$1,500,000 grant awarded by the U.S. Small Business Administration will pay for costs associated with this program and placed in a project account, as requested in this request for board action. A total local match of \$500,000 will support the work of this grant. The local match will come from CED's general operating budget in 2024 and 2025. The department will use general levy funds to support the new, business-oriented FTE.

Last Previous Action

On January 23, 2024, the Ramsey County Board of Commissioners held a workshop on the Small Business Reimagination Center.

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2024-005

Meeting Date: 2/6/2024

Sponsor: Parks & Recreation

Title

2024 Parks Capital Project Accounting

Recommendation

Authorize the County Manager to establish project budgets for the following in the Parks and Recreation Department:

- a. Battle Creek Waterworks Remodel
- b. Bruce Vento Trail Phase 1 Design & Construction
- c. Bruce Vento Trail Phase 2 Design
- d. Highland Arena Roofing
- e. Aldrich Arena Strategic Renovation
- f. Arena & Admin Guaranteed Energy Savings Project
- g. Long Lake Culvert Repair
- h. Arena Capital Maintenance
- i. Tuj Lub Renovation - Keller Regional Park
- j. Battle Creek Stormwater
- k. Boat Launches - Long Lake & Turtle Lake
- l. 2024 Comprehensive Capital Asset Management Preservation Plan Projects
- m. 2024 Regional Rehabilitation Projects

Background and Rationale

Parks & Recreation department recently deployed a project management software, PM Web, to assist with managing construction, design/build, and consulting projects as well as the department's maintenance program. The software requires a unique project number for each project managed within the system. To comply with county finance policy, this creation of a project must be approved by the Ramsey County Board. Through collaboration between Parks & Recreation, the software vendor PM Web, and Finance department, the most efficient solution is to present a list of anticipated 2024 projects to be administered in PM Web to the board for approval so that a unique project number can be assigned to each project. In addition, Parks & Recreation maintenance funds (CCAMPP -Comprehensive Capital Asset Management Preservation Plan and Regional Rehabilitation) will also be assigned a unique project number for 2024 funding. Contracts/agreements and financing plans for specific projects will still be brought to the Ramsey County Board of Commissioners for approval in accordance with county procurement policies.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

Although there is not a known racial equity impact for the action of setting up project accounts the individual projects will have equity impacts. Parks & Recreation will be bringing forward a variety of requests for approval of agreements associated with these projects and will detail out the equity impact by project at that time.

Community Participation Level and Impact

Community has not been engaged regarding the approval of project budget accounts. Community engagement has taken place prior to this requested action which helped inform Parks & Recreation staff of which projects to pursue and execute on in 2024.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The requested action for the approval of project accounts does not have a direct fiscal impact. Parks will bring forward any individual project agreements with financing plans which will explain the fiscal impact by project.

Last Previous Action

None.

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2024-021

Meeting Date: 2/6/2024

Sponsor: Parks & Recreation

Title

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

Recommendation

1. Accept grant awards from and approve grant agreements with the Metropolitan Council for Legacy Amendment Parks and Trails Fund Projects for the periods of July 1, 2023, through June 30, 2027, in the total amounts of \$2,320,762 for State Fiscal Year 2024, and \$2,073,188 for State Fiscal Year 2025.
2. Authorize the Chair and Chief Clerk to execute State Fiscal Year 2024 grant agreements.
3. Authorize the County Manager to execute State Fiscal Year 2025 grant agreements in a form approved by the County Attorney's Office.
4. Authorize the County Manager to enter into agreements and amendments to agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Authorized the County Manager to make temporary cash loans, as needed, from the General Fund to the Parks and Recreation Department to implement these projects until funds are received, with repayment to be made when funds are available.

Background and Rationale

Minnesota Management and Budget has budgeted an appropriation of \$54,096,000 from the Legacy Amendment Parks and Trails Fund for the Metropolitan Council to provide grants to the regional park implementing agencies for State Fiscal Years (SFY) 2024 (July 1, 2023-June 30, 2024) and 2025 (July 1, 2024-June 30, 2025). The funding allocation is based on a statutory formula. Ramsey County has been allocated \$2,320,762 for SFY 2024 and \$2,073,188 for SFY 2025.

Ramsey County Parks and Recreation department includes the anticipated Legacy project funding requests in the county's six-year Capital Improvement Program plan, although project priorities are subject to change. The following projects were submitted to the Metropolitan Council as Legacy funding requests for SFY 2024 and SFY 2025, as outlined in the following chart:

Park, Trail or Project Description	SFY 2024	SFY 2025
Ramsey County Regional Parks and Trails System- Outreach for nature and outdoor recreation-based programming for people of low income and people of color		\$125,000
Ramsey County Regional Parks and Trails System– Conservation Corps of MN		\$110,000
Bald Eagle Otter Lakes Regional Park – Volunteer Corps for Tamarack Nature Center and Discovery Hollow)	\$85,000	\$85,000
Ramsey County Regional Parks and Trail – System-wide Off-leash Dog Area Improvements	\$200,000	\$490,000
Bruce Vento Regional Trail – Design Phase 2	\$325,000	
Ramsey County Regional Parks and Trails System– Regional Park and Trail Sign Implementation		\$174,176
Battle Creek Regional Park – Site Infrastructure Improvements	\$1,035,000	
Keller Regional Park – Tuj Lub Improvements	\$675,762	\$554,012
Ramsey County Regional Park and Trail – Regional Park Playground Development		\$535,000
Total Parks and Trails Legacy Amendment Funding	\$2,320,762	\$2,073,188

The approved grant funds for SFY 2024 were available for use beginning July 1, 2023, and will have a grant period from July 1, 2023, to June 30, 2027. SFY 2024 funding amounts has been provided based on SFY 2024 funding appropriations and from submitted Legacy grant applications. Any adjustments to SFY 2024 funding amounts will be updated in SFY Grant contracts.

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

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

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

Community Participation Level and Impact

Initial community participation was conducted through the process of developing master plans for these

regional parks and trails. Projects identified with these grants will require additional participation with residents for specific design elements and site amenities. Several steps will be taken to involve residents through community meetings at the time the projects start.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☐ Empower

Fiscal Impact

Funding provided through the Legacy Amendment grant funding allows for park and trail development and programming in the Regional Park System. The legacy grants for outdoor nature programming, Minnesota Conversation Corps, and volunteer coordinator are included in the Parks and Recreation department operation budget. Funding amounts for FY 2024 (\$2,320,762) and FY 2025 (\$2,073,188) are slightly higher than two previous legacy grant periods which have ranged between \$1.4 million to \$1.8 million, however these amounts do fluctuate and have been increasing over several grant periods. Ramsey County is responsible for ongoing maintenance costs for new development after the projects are completed. The ongoing grant funding of projects that include personnel have been included in the 2024 and 2025 operating budgets. The other funding has been included as an estimate amount in the Capital Improvement Program Plan.

Last Previous Action

None.

Attachments

1. Bald Eagle-Otter Lake Regional Park Volunteer Corps Grant Agreement
2. Off-Leash Dog Area Improvement Grant Agreement
3. Bruce Vento Regional Trail Design Phase 2 Grant Agreement
4. Battle Creek Regional Park Site Infrastructure & Accessibility Grant Agreement
5. Keller Regional Park Tuj Lub Court Improvement Grant Agreement

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County		GRANT NO. SG-24P4-06-01
GRANT PROJECT: Bald Eagle-Otter Lake Regional Park – Volunteer Coordinator - See Grant Project Summary attached hereto as Attachment A		
TOTAL GRANT AMOUNT: \$85,000	STATE FISCAL YEAR: 2024	
STATE FISCAL YEAR 2024: \$85,000		
APPROPRIATION: Minnesota Laws 2023, Regular Session Chapter 40, Article 3, Section 4		
EFFECTIVE DATE: Date agreement has been fully executed by both parties.		
GRANT PROJECT ACTIVITY PERIOD: July 1, 2023 to June 30, 2027		
COUNCIL AUTHORIZED REPRESENTATIVE: Nicole Clapp, Parks Grants Administrator (nicole.clapp@metc.state.mn.us)		
COUNCIL ACTION: September 13, 2023	BUSINESS ITEM: 2023-174 JT SW	
EXPIRATION DATE: June 30, 2027		

GRANT AGREEMENT

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

RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2023, Regular Session, Chapter 40, Article 3, Section 4 appropriated funds for State Fiscal Year 2024 and 2025 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “P&T Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.
2. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council’s 2040 Regional Park Policy Plan.
3. The Grantee sought funding from the Council for its Grant Project from the appropriation and presentation of proposed project list to the Metropolitan Parks and Open Space

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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

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

1. **Definition of Terms.**

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

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

2. **Survival of Terms.**

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

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

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

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

4. **Time.**

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

5. **Eligible Costs.**

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

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

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

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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

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

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

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

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

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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

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

7. Accounting, Record-keeping and Site Monitoring.

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

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

8. Reporting and Grant Closeout.

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

9. Changes in Grant Project and Amendments.

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

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

10. Assignment, Waiver, and Agreement Complete.

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

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

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

11. Liability.

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

12. Audits.

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

13. Government Data Practices.

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

14. Workers Compensation.

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

15. Data Availability.

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

16. Governing Law, Jurisdiction, and Venue.

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

17. Termination.

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

18. Use of Small Disadvantaged Businesses.

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

19. Miscellaneous.

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

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

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

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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

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

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

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
 Trista MataCastillo
Its: Chair

Date: _____

By: _____
 LisaBeth Barajas, Executive Director
Its: Community Development Division

Date: _____

By: _____
 Mee Cheng
Its: Chief Clerk

Date: _____

Approval Recommended:

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

Date: _____

Approved as to form

By: _____

Its: Assistant County Attorney

Date: _____

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG-24P4-06-01
Funding Type:	Park and Trails Legacy Fund (Construction or Programming)
Grantee:	Ramsey County
Project Name:	Bald Eagle-Otter Lake RP – Volunteer Coordinator
Regional Park or Trail:	Bald Eagle-Otter Lake Regional Park
City:	White Bear Township
County:	Ramsey

Project Detail and Measurable Outcomes

Project Description	The volunteer coordinator recruits, trains, and recognizes volunteers who help assist with operations and programs in a variety of settings, including care for animals and garden, assisting with programs, and projects within the park.
Project Goal	Focus on recruitment of diverse volunteer corps as well as volunteer support for diverse user audiences.
Strategic Direction	Connect people and the outdoors
Outcome Measure	Annual number of volunteers. Annual number of volunteer hours.
Plan to Measure and Evaluate Results	Track the volunteer participation through a tracking system where volunteers sign in and out when working.
Assessment of Cultural Diversity	Focuses on recruitment of diverse volunteer corps as well as volunteer support for diverse user audiences.
Project Budget	Total - \$85,000.00
External Professional Services	\$0.00
Internal Professional Services	\$85,000.00
Construction	\$0.00

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT B

MMB Guidance

https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20Feb%209%202017_tcm1059-282041.pdf

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County		GRANT NO. SG-24P4-06-04
GRANT PROJECT: Jurisdiction-Wide –Off-Leash Dog Area Improvements Phase 2 - See Grant Project Summary attached hereto as Attachment A		
TOTAL GRANT AMOUNT:	\$200,000	STATE FISCAL YEAR: 2024
STATE FISCAL YEAR 2024:	\$200,000	
APPROPRIATION: Minnesota Laws 2023, Regular Session Chapter 40, Article 3, Section 4		
EFFECTIVE DATE: Date agreement has been fully executed by both parties.		
GRANT PROJECT ACTIVITY PERIOD: July 1, 2023 to June 30, 2027		
COUNCIL AUTHORIZED REPRESENTATIVE: Nicole Clapp, Parks Grants Administrator (nicole.clapp@metc.state.mn.us)		
COUNCIL ACTION: September 13, 2023	BUSINESS ITEM: 2023-174 JT SW	
EXPIRATION DATE: June 30, 2027		

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PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

4. Minn. Stat. § 85.53, subd. 3 authorizes the Grantee to receive grants from the P&T Fund to support parks and trails of regional significance.
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PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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

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

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

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

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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7. Accounting, Record-keeping and Site Monitoring.

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

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PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

12. Audits.

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

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

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

15. Data Availability.

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

16. Governing Law, Jurisdiction, and Venue.

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

17. Termination.

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

18. Use of Small Disadvantaged Businesses.

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

19. Miscellaneous.

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

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

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

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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

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

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

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
Trista MataCastillo
Its: Chair
Date: _____

By: _____
LisaBeth Barajas, Executive Director
Its: Community Development Division
Date: _____

By: _____
Mee Cheng
Its: Chief Clerk
Date: _____

Approval Recommended:

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

Approved as to form

By: _____
Its: Assistant County Attorney
Date: _____

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG-24P4-06-04
Funding Type:	Park and Trails Legacy Fund (Construction or Programming)
Grantee:	Ramsey County
Project Name:	Jurisdiction-Wide –Off-Leash Dog Area Improvements Phase 2
Regional Park or Trail:	Jurisdiction-Wide
City:	Numerous
County:	Ramsey

Project Detail and Measurable Outcomes

Project Description	Initiate phase 2 improvement recommendations from the off-leash dog area master plan consisting of design/development of site infrastructure improvements, initiate construction on phase 2 items at off-leash dog areas in Battle Creek Regional Park, Bald Eagle-Otter Lake regional Park and Rice Creek North Regional Trail.
Project Goal	Complete improvements identified in the system-wide off leash dog area master plan for improved connectivity, accessibility, and user experience.
Strategic Direction	Take care of what we have
Outcome Measure	Implement Phase 2 improvements at off-leash areas at Battle Creek, Rice Creek, and Otter Lake OLDA's.
Plan to Measure and Evaluate Results	Complete phased improvements with associated funding and future funding requests. Survey users to determine how well improvements are received.
Assessment of Cultural Diversity	
Project Budget	Total - \$200,000.00
External Professional Services	\$100,000.00
Internal Professional Services	\$25,000.00
Construction	\$75,000.00

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ATTACHMENT B

MMB Guidance

https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20Feb%209%202017_tcm1059-282041.pdf

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County		GRANT NO. SG-24P4-06-03
GRANT PROJECT: Bruce Vento Regional Trail – Design Phase 2 - See Grant Project Summary attached hereto as Attachment A		
TOTAL GRANT AMOUNT: \$325,000	STATE FISCAL YEAR: 2024	
STATE FISCAL YEAR 2024: \$325,000		
APPROPRIATION: Minnesota Laws 2023, Regular Session Chapter 40, Article 3, Section 4		
EFFECTIVE DATE: Date agreement has been fully executed by both parties.		
GRANT PROJECT ACTIVITY PERIOD: July 1, 2023 to June 30, 2027		
COUNCIL AUTHORIZED REPRESENTATIVE: Nicole Clapp, Parks Grants Administrator (nicole.clapp@metc.state.mn.us)		
COUNCIL ACTION: September 13, 2023	BUSINESS ITEM: 2023-174 JT SW	
EXPIRATION DATE: June 30, 2027		

GRANT AGREEMENT

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

RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2023, Regular Session, Chapter 40, Article 3, Section 4 appropriated funds for State Fiscal Year 2024 and 2025 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “P&T Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.
2. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council’s 2040 Regional Park Policy Plan.
3. The Grantee sought funding from the Council for its Grant Project from the appropriation and presentation of proposed project list to the Metropolitan Parks and Open Space

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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

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

1. **Definition of Terms.**

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

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

2. **Survival of Terms.**

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

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

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

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

4. **Time.**

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

5. **Eligible Costs.**

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

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

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

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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

16. Governing Law, Jurisdiction, and Venue.

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

17. Termination.

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

18. Use of Small Disadvantaged Businesses.

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

19. Miscellaneous.

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

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

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

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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

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

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

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PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
Trista MataCastillo
Its: Chair
Date: _____

By: _____
LisaBeth Barajas, Executive Director
Its: Community Development Division
Date: _____

By: _____
Mee Cheng
Its: Chief Clerk
Date: _____

Approval Recommended:

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

Approved as to form

By: _____
Its: Assistant County Attorney
Date: _____

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG-24P4-06-03
Funding Type:	Park and Trails Legacy Fund (Construction or Programming)
Grantee:	Ramsey County
Project Name:	Bruce Vento RT – Phase 2 Design
Regional Park or Trail:	Bruce Vento Regional Trail
City:	White Bear Lake
County:	Ramsey

Project Detail and Measurable Outcomes

Project Description	Local match to federal funds for planning, design, engineering, permitting/administrative costs, and contingencies for the Phase 2 section of the Bruce Vento Regional Trail between Hoffman Road/Highway 61 and County Road J.
Project Goal	Provide local match to federal funds and complete engineering for the Phase 2 regional trail section.
Strategic Direction	Acquire land, create opportunities
Outcome Measure	Complete preliminary and finally engineering plans for the phase 2 section, further engage the community for recommended improvements, and track the number of people participating in engagement opportunities.
Plan to Measure and Evaluate Results	Monitor and report progress on phase 2 design in activities.
Assessment of Cultural Diversity	
Project Budget	Total - \$325,000.00
External Professional Services	\$325,000.00
Internal Professional Services	\$0.00
Construction	\$0.00

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT B

MMB Guidance

https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20Feb%209%202017_tcm1059-282041.pdf

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County		GRANT NO. SG-24P4-06-02
GRANT PROJECT: Battle Creek Regional Park - Site Infrastructure and Accessibility Improvements - See Grant Project Summary attached hereto as Attachment A		
TOTAL GRANT AMOUNT: \$1,077,067.88		STATE FISCAL YEAR: 2021/2024
STATE FISCAL YEAR 2021: \$42,067.47		
STATE FISCAL YEAR 2024: \$1,035,000.41		
APPROPRIATION: Minnesota Laws 2019, First Special Session, Chapter 2, Article 3, Section 4 Minnesota Laws 2023, Regular Session Chapter 40, Article 3, Section 4		
EFFECTIVE DATE: Date agreement has been fully executed by both parties.		
GRANT PROJECT ACTIVITY PERIOD: July 1, 2023 to June 30, 2027		
COUNCIL AUTHORIZED REPRESENTATIVE: Nicole Clapp, Parks Grants Administrator (nicole.clapp@metc.state.mn.us)		
COUNCIL ACTION: August 14, 2019 September 13, 2023		BUSINESS ITEM: 2019-166 2023-174 JT SW
EXPIRATION DATE: June 30, 2027		

GRANT AGREEMENT

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

RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2019, First Special Session, Chapter 2, Article 3, Section 4 appropriated funds for State Fiscal Year 2020 and 2021 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “P&T Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.
2. The Minnesota Legislature, by Minnesota Laws 2023, Regular Session, Chapter 40, Article 3, Section 4 appropriated funds for State Fiscal Year 2024 and 2025 from the Constitutional

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Clean Water, Land and Legacy Amendment's Parks and Trails Fund (the "P&T Fund" or the "Appropriation") to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.

3. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council's 2040 Regional Park Policy Plan.
4. The Grantee sought funding from the Council for its Grant Project from the appropriation and presentation of proposed project list to the Metropolitan Parks and Open Space Commission from the regional park implementing agencies. The Grant Project Summary is attached hereto as **Attachment A**.
5. Minn. Stat. § 85.53, subd. 3 authorizes the Grantee to receive grants from the P&T Fund to support parks and trails of regional significance.
6. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on Page 1.
7. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Grant Project Activity Period.

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

1. **Definition of Terms.**

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

- A. **Approved Long-Range Plan.** "Approved Long-Range Plan" means the long-range plan for the Park required and approved by the Council.
- B. **Council Action.** "Council Action" means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded P&T Funds.
- C. **Effective Date.** "Effective Date" means the date this Agreement is fully executed by both parties. Pursuant to Minn. Stat. §16B98, Subd. 7, no payments can be made to the Grantee until this Agreement is fully executed.
- D. **Eligible Costs.** "Eligible Costs" means and is limited to the Use of Funds described in Attachment A.
- E. **Grant Project Activity Period.** "Grant Project Activity Period" is identified on Page 1 of this Agreement.
- F. **Grant Project Summary.** "Grant Project Summary" identifies the Grant Project activities and is attached hereto as **Attachment A**.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

- G. **Measurable Outcomes.** “Measurable Outcomes” means outcomes, indicators, or other performance measures that may be quantified or otherwise measured to measure the effectiveness of a project or program in meeting its intended goal or purpose.
- H. **Park.** “Park” means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
- I. **Policy Plan.** “Policy Plan” means the Council’s 2040 Regional Parks Policy Plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
- J. **Reimbursement.** “Reimbursement” means the Grantee will expend its own funds and provide to the Council acceptable documentation that the expenditure has been made before seeking payment under this agreement for the expenditure.
- K. **Site Monitoring.** “Site Monitoring” means the Council’s review of the Grant Project and records pursuant to Minn. Stat. § 16B.98.
- L. **Small Disadvantaged Businesses.** “Small Disadvantaged Businesses” means small Minnesota-based businesses that are certified as Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGBs), and/or Veteran-Owned Businesses.

2. **Survival of Terms.**

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

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

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

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

4. **Time.**

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

5. Eligible Costs.

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

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

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

6. Grant Amount, Payment and Use.

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

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

6.3 Conditions of Payment. All services provided by the Grantee under this Agreement must be performed to the Council's satisfaction, as determined at the sole

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

discretion of the Council's Authorized Representative and in accordance with all applicable federal, Council, and local laws, ordinances, rules, and regulations. The Council will hold the final Grant payment until it receives the completed final project report as referenced in Section 8.2.

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

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

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

6.6 Non-Eligibility. If the Office of the Legislative Auditor, in the course of an audit or investigation, publicly reports that Grantee has not complied with the Appropriation or any law, rule, or regulation applicable to the Grantee, the Grantee will be listed in an annual report to the legislative committees with jurisdiction over the P & T Fund. The list must be publicly available. The legislative auditor will remove the Grantee from the list upon determination that it is in compliance. The Grantee on said list is not eligible for future funding from the P&T Fund until the recipient demonstrates compliance to the legislative auditor.

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

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

7. Accounting, Record-keeping and Site Monitoring.

7.1 Accounting and Record-Keeping. The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books,

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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

8. Reporting and Grant Closeout.

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

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

9. Changes in Grant Project and Amendments.

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

9.2 Amendments. The terms of this Agreement may be changed by mutual agreement of the parties if the changes are consistent in both scope and budget with the approved project description provided in the application. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee. Grant funds for the changed Project will not be disbursed prior to execution

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

of an amendment. If the Grantee needs additional time within which to complete the Grant Project, the Grantee must submit to the Council a written extension request AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE. The combined Grant Agreement with amendments must not exceed five years. Pursuant to Minnesota Laws 2023, Chapter 40, Article 3, Section 2, subd. 2, if the Grant Project receives federal funds, the time-period of the Appropriation shall extend to match or equal the availability of federal funding.

10. Assignment, Waiver, and Agreement Complete.

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

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

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

11. Liability.

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

12. Audits.

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

13. Government Data Practices.

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

14. Workers Compensation.

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Council employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Council's obligation or responsibility.

15. Data Availability.

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

16. Governing Law, Jurisdiction, and Venue.

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

17. Termination.

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

18. Use of Small Disadvantaged Businesses.

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

19. Miscellaneous.

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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

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

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

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

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

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
 Trista Martinson
Its: Chair

Date: _____

By: _____
 LisaBeth Barajas, Executive Director
Its: Community Development Division

Date: _____

By: _____
 Mee Cheng
Its: Chief Clerk

Date: _____

Approval Recommended:

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

Date: _____

Approved as to form

By: _____

Its: Assistant County Attorney

Date: _____

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG-24P4-06-02
Funding Type:	Park and Trails Legacy Fund (Construction or Programming)
Grantee:	Ramsey County
Project Name:	Battle Creek RP – Site Infrastructure and Accessibility Improvements
Regional Park or Trail:	Battle Creek Regional Park
City:	Numerous
County:	Ramsey

Project Detail and Measurable Outcomes

Project Description	Planning, design, engineering, permitting/administrative cost, and contingencies for parking lot maintenance/redevelopment, bituminous trail redevelopment, improved site accessibility and infrastructure, utilities, stormwater management, wayfinding, site amenities, and restoration.
Project Goal	Complete improvements throughout Battle Creek Regional Park.
Strategic Direction	Take care of what we have
Outcome Measure	Square feet of parking lot maintained/redeveloped Miles of bituminous trail redevelopment List of accessibility and infrastructure improvements List of improvements to utilities, storm water management, wayfinding, site amenities, and restoration
Plan to Measure and Evaluate Results	Monitor and report progress, engage the community for satisfaction after improvements are complete.
Assessment of Cultural Diversity	Battle Creek Regional Park is the heart of the southeast Saint Paul community which serves an extremely diverse population of users, including low income, and people of color. Improvements will provide enhanced use for recreation amenities.
Project Budget	Total - \$1,077,067.88
External Professional Services	\$110,000.00
Internal Professional Services	\$55,000.00
Construction	\$912,067.88

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT B

MMB Guidance

https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20Feb%209%202017_tcm1059-282041.pdf

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County		GRANT NO. SG-24P4-06-05
GRANT PROJECT: Keller Regional Park – Tuj Lub Court Improvements - See Grant Project Summary attached hereto as Attachment A		
TOTAL GRANT AMOUNT: \$2,018,103.00		STATE FISCAL YEAR: 2023/2024
STATE FISCAL YEAR 2023: \$1,342,341.00		
STATE FISCAL YEAR 2024: \$675,762.00		
APPROPRIATIONS: Minnesota Laws 2021, First Special Session, Chapter 1, Article 3, Section 4 Minnesota Laws 2023, Regular Session Chapter 40, Article 3, Section 4		
EFFECTIVE DATE: Date agreement has been fully executed by both parties.		
GRANT PROJECT ACTIVITY PERIOD: July 1, 2023 to June 30, 2027		
COUNCIL AUTHORIZED REPRESENTATIVE: Nicole Clapp, Parks Grants Administrator (nicole.clapp@metc.state.mn.us)		
COUNCIL ACTION: August 10, 2022 September 13, 2023		BUSINESS ITEM: 2022-146 2023-174 JT SW
EXPIRATION DATE: June 30, 2027		

GRANT AGREEMENT

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

RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2021, First Special Session, Chapter 1, Article 3, Section 4 appropriated funds for State Fiscal Year 2022 and 2023 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “P&T Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.
2. The Minnesota Legislature, by Minnesota Laws 2023, Regular Session, Chapter 40, Article 3, Section 4 appropriated funds for State Fiscal Year 2024 and 2025 from the Constitutional

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Clean Water, Land and Legacy Amendment's Parks and Trails Fund (the "P&T Fund" or the "Appropriation") to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.

3. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council's 2040 Regional Park Policy Plan.
4. The Grantee sought funding from the Council for its Grant Project from the appropriation and presentation of proposed project list to the Metropolitan Parks and Open Space Commission from the regional park implementing agencies. The Grant Project Summary is attached hereto as **Attachment A**.
5. Minn. Stat. § 85.53, subd. 3 authorizes the Grantee to receive grants from the P&T Fund to support parks and trails of regional significance.
6. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on Page 1.
7. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Grant Project Activity Period.

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

1. **Definition of Terms.**

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

- A. **Approved Long-Range Plan.** "Approved Long-Range Plan" means the long-range plan for the Park required and approved by the Council.
- B. **Council Action.** "Council Action" means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded P&T Funds.
- C. **Effective Date.** "Effective Date" means the date this Agreement is fully executed by both parties. Pursuant to Minn. Stat. §16B98, Subd. 7, no payments can be made to the Grantee until this Agreement is fully executed.
- D. **Eligible Costs.** "Eligible Costs" means and is limited to the Use of Funds described in Attachment A.
- E. **Grant Project Activity Period.** "Grant Project Activity Period" is identified on Page 1 of this Agreement.
- F. **Grant Project Summary.** "Grant Project Summary" identifies the Grant Project activities and is attached hereto as **Attachment A**.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

- G. **Measurable Outcomes.** “Measurable Outcomes” means outcomes, indicators, or other performance measures that may be quantified or otherwise measured to measure the effectiveness of a project or program in meeting its intended goal or purpose.
- H. **Park.** “Park” means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
- I. **Policy Plan.** “Policy Plan” means the Council’s 2040 Regional Parks Policy Plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
- J. **Reimbursement.** “Reimbursement” means the Grantee will expend its own funds and provide to the Council acceptable documentation that the expenditure has been made before seeking payment under this agreement for the expenditure.
- K. **Site Monitoring.** “Site Monitoring” means the Council’s review of the Grant Project and records pursuant to Minn. Stat. § 16B.98.
- L. **Small Disadvantaged Businesses.** “Small Disadvantaged Businesses” means small Minnesota-based businesses that are certified as Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGBs), and/or Veteran-Owned Businesses.

2. **Survival of Terms.**

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

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

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

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

4. **Time.**

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

5. Eligible Costs.

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

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

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

6. Grant Amount, Payment and Use.

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

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

6.3 Conditions of Payment. All services provided by the Grantee under this Agreement must be performed to the Council's satisfaction, as determined at the sole

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

discretion of the Council's Authorized Representative and in accordance with all applicable federal, Council, and local laws, ordinances, rules, and regulations. The Council will hold the final Grant payment until it receives the completed final project report as referenced in Section 8.2.

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

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

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

6.6 Non-Eligibility. If the Office of the Legislative Auditor, in the course of an audit or investigation, publicly reports that Grantee has not complied with the Appropriation or any law, rule, or regulation applicable to the Grantee, the Grantee will be listed in an annual report to the legislative committees with jurisdiction over the P & T Fund. The list must be publicly available. The legislative auditor will remove the Grantee from the list upon determination that it is in compliance. The Grantee on said list is not eligible for future funding from the P&T Fund until the recipient demonstrates compliance to the legislative auditor.

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

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

7. Accounting, Record-keeping and Site Monitoring.

7.1 Accounting and Record-Keeping. The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books,

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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

8. Reporting and Grant Closeout.

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

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

9. Changes in Grant Project and Amendments.

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

9.2 Amendments. The terms of this Agreement may be changed by mutual agreement of the parties if the changes are consistent in both scope and budget with the approved project description provided in the application. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee. Grant funds for the changed Project will not be disbursed prior to execution

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

of an amendment. If the Grantee needs additional time within which to complete the Grant Project, the Grantee must submit to the Council a written extension request AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE. The combined Grant Agreement with amendments must not exceed five years. Pursuant to Minnesota Laws 2023, Chapter 40, Article 3, Section 2, subd. 2, if the Grant Project receives federal funds, the time-period of the Appropriation shall extend to match or equal the availability of federal funding.

10. Assignment, Waiver, and Agreement Complete.

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

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

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

11. Liability.

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

12. Audits.

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

13. Government Data Practices.

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

14. Workers Compensation.

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Council employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Council's obligation or responsibility.

15. Data Availability.

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

16. Governing Law, Jurisdiction, and Venue.

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

17. Termination.

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

18. Use of Small Disadvantaged Businesses.

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

19. Miscellaneous.

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

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

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

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

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

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

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

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
Trista Martinson
Its: Chair
Date: _____

By: _____
LisaBeth Barajas, Executive Director
Its: Community Development Division
Date: _____

By: _____
Mee Cheng
Its: Chief Clerk
Date: _____

Approval Recommended:

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

Approved as to form

By: _____
Assistant County Attorney
Date: _____

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG-24P4-06-05
Funding Type:	Park and Trails Legacy Fund (Construction or Programming)
Grantee:	Ramsey County
Project Name:	Keller RP – Tuj Lub Court Improvements
Regional Park or Trail:	Keller Regional Park
City:	Maplewood
County:	Ramsey

Project Detail and Measurable Outcomes

Project Description	Construction, construction contingencies, permitting and administration costs for enhanced Tuj Lub court infrastructure, site and utility improvements, site amenities, stormwater management, wayfinding, and restoration.
Project Goal	Complete improvements to the Tuj Lub facility to support recreation use, engage the general community and Hmong Tuj Lub community.
Strategic Direction	Take care of what we have
Outcome Measure	Implement improvements at the Tuj Lub facility at Keller Regional Park to provide enhanced amenities and use.
Plan to Measure and Evaluate Results	Complete improvements for an enhanced facility. Engage users after improvements are completed to determine how well improvements are received.
Assessment of Cultural Diversity	Tuj Lub is a traditional Hmong court game. Improvements to the existing Tuj Lub court will expand recreation opportunities to the Hmong community.
Project Budget	Total - \$2,018,103.00
External Professional Services	\$0.00
Internal Professional Services	\$100,905.00
Construction	\$1,917,198.00

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT B

MMB Guidance

https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20Feb%209%202017_tcm1059-282041.pdf

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

Board of Commissioners

Request for Board Action

Item Number: 2024-034

Meeting Date: 2/6/2024

Sponsor: Parks & Recreation

Title

Resolution to Support Mighty Ducks Grant Program Application

Recommendation

Adopt a resolution to support Parks & Recreation's application to the Mighty Ducks Grant Program for grant funding.

Background and Rationale

Ramsey County owns the Biff Adams Arena located at 743 Western Ave North, Saint Paul, MN 55103. The Frogtown Curling Club (FTCC) has leased this arena since 2011 and has a current lease with Ramsey County through June 30, 2032, with an option to renew for an additional five-year term. As a condition of the lease agreement, the FTCC is responsible for all operational expenses associated with the facility. The Biff Adams Arena utilizes the refrigerant R-22 which is no longer being manufactured in the United States due to its ozone depleting qualities. The facility's refrigeration system is roughly 40 years old which is well beyond its useful life. The FTCC is pursuing funding opportunities to be able to replace the refrigeration system which is estimated to cost \$2.6 million. As part of the overall funding strategy, the FTCC is working with Parks on applying for state funding through the Mighty Ducks Grant Program which allocates funds to arena refrigeration system replacements. A current application process is open with maximum awards of \$250,000 per project. A condition of the grant award is that the local government unit applying for funding is required to match the awarded amount. Matching funds are available within Parks capital accounts. As part of the Mighty Ducks grant application process, a resolution from a local government unit is required. Parks & Recreation is seeking the approval of a resolution to accompany its grant application.

County Goals (Check those advanced by Action)

☐ Well-being

☐ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

FTCC is a community-oriented, volunteer-driven, 501c (7) organization, that provides recreational curling leagues, tournaments, and training for curling enthusiasts throughout the Twin Cities Metropolitan Area and beyond. Located in the heart of Saint Paul's Frogtown neighborhood, FTCC's commitment to the community extends beyond the maintenance and operation of the Biff Adams facility.

FTCC offers affordable learn-to-curl classes through an ongoing partnership with Saint Paul Schools Community Education as well as a cost-free curling opportunity organized through city of Saint Paul's department of Parks and Recreation. These low-cost, community-oriented programs specifically help diversify the traditional curling demographics.

Obtaining funding to replace the refrigeration system will go a long way toward ensuring a continuity of curling operations at the Biff Adams facility.

Community Participation Level and Impact

FTCC has been a constant presence in the community by initiating supply drives to assist local residents in

need, partnering with Feeding the Dream, supporting the WFNU community radio station, collaborating with the Frogtown Cleanup Squad for neighborhood cleanup days, and, most recently, hosting a no-cost flu and COVID vaccine clinic at the club in partnership with USA Curling.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Obtaining grant funds from the Mighty Ducks Grant program will help provide part of the funding necessary to replace the refrigeration system. If awarded, Parks would provide matching funds equal to the grant amount awarded through Parks Arena capital accounts. The FTCC is working on obtaining the remaining project funding through a variety of sources including a bonding request through the Minnesota State Legislature. The status of obtaining funds from the legislature will not be known until the conclusion of the 2024 legislative session. Completing the refrigeration replacement project is contingent on securing all funding necessary to finish the project.

Last Previous Action

None.

Attachments

1. Resolution of Local Government Unit for James Metzen Mighty Ducks Grant Application

Resolution of LGU James Metzen Mighty Ducks Grant Application

Required content of resolution authorizing filing of application and commitment to execute the grant agreement if funds are awarded:

WHEREAS, the Minnesota Amateur Sports Commission (MASC), via State Bonding funding, provides for general funds to assist political subdivisions of the State of Minnesota for the fulfillment of the purpose and goals of the James Metzen Mighty Ducks Grant Program, and

WHEREAS, the Ramsey County desires to complete its project named Refrigeration System Replacement at Biff Adams Arena located at 743 Western Ave. N. St. Paul, MN 55103.

RESOLVED:

- 1) That the total cost of completing the project shall be \$2.6M and Ramsey County is requesting \$250,000 from the James Metzen Mighty Ducks Grant Program and will assume responsibility for a matching contribution of \$\$250,000.
- 2) Ramsey County agrees to own, assume 100 percent operational costs for the facility or equipment, and will operate the facility or equipment for its intended purpose for the functional life of the facility or equipment which is estimated to be 25 years.
- 3) Ramsey County agrees to enter into necessary and required agreements with the MASC for the specific purpose of completing the project.
- 4) That a request for reimbursement be made to the MASC for the amount awarded after the completion of the project.
- 5) That Mark McCabe of Ramsey County Parks & Recreation is authorized and directed to execute said application and serve as the official liaison with the MASC.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the _____ at a duly authorized meeting thereof held on the _____ day of _____, 20__, as shown by the minutes of said meeting in my possession.

Trista Martinson, Chair
Ramsey County Board of Commissioners

Date: _____

Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval recommended by:

Mark McCabe
Director Parks and Recreation

Approved as to form:

Ramsey County Attorney's Office

Board of Commissioners

Request for Board Action

Item Number: 2024-024

Meeting Date: 2/6/2024

Sponsor: Parks & Recreation

Title

Phase 1 Bruce Vento Regional Trail Extension Local Match to State Bond Construction Funding

Recommendation

1. Accept and approve the Bruce Vento Phase 1 extension estimated construction budget and financing plan in the amount of \$1 million.
2. Authorize the County Manager to allocate county funds in the amount of \$496,071 from the Capital Project Fund balance for a local funding match for the Phase 1 Bruce Vento Regional Trail Extension construction project.
3. Authorize the County Manager to account for the Phase 1 Bruce Vento Regional Trail construction project as a budgeted project in Parks & Recreation.

Background and Rationale

The Bruce Vento Regional Trail corridor is 13 miles in length and extends from the east side of downtown Saint Paul to the north county line at County Road J in Ramsey County. The southern seven-mile segment of the regional trail was completed in 2005 from downtown Saint Paul to Buerkle Road in Ramsey County on former Burlington Northern Santa Fe (BNSF) railway. The remaining six miles of the trail north of Buerkle Road to County Road J is still undeveloped due to active rail use.

Beginning in 2014, Parks & Recreation launched a series of projects to accommodate trail improvements for master plan adjustments, planning and design for sections of the trail north of Buerkle Road, and to integrate the Bruce Vento Regional Trail with Purple Line Bus Rapid Transit (BRT) improvements within the regional trail corridor. See below for a list of Bruce Vento Regional Trail projects completed since 2014.

- Phase 1 Section - Buerkle Road to Intersection of Hoffman Road/Highway 61 Trail Extension.
 - Phase 1 Preliminary Design Study: 2014 - 2016.
 - Phase 1 Preliminary & final plan development: 2018 - 2021.
 - Phase 1 Construction plans & specifications: 2023 - 2024.
- Phase 2 Section - Whitaker Street to County Road J Extension.
 - Phase 2 Trail Feasibility Study: 2018-2019.
 - Phase 2 Preliminary Design Study - Whitaker Street to County Road J: 2020-2022.
- Bruce Vento Regional Trail Long-range Plan amendment - Larpent Avenue to County Road J: 2018 - 2021.

During the Phase 1 preliminary & final plan development project, an estimate was developed to identify the total cost of construction. More recently, as part of the Phase 1 construction plans & specification project, an updated construction estimate identified the total cost of the Phase 1 construction project in the amount of \$10 million.

In 2020, Parks & Recreation applied for federal transportation funds through a regional solicitation process through the Metropolitan Council Transportation Advisory Board (TAB) and was awarded federal funds in the amount of \$4 million. Additionally, within the 2023 state legislative process, Ramsey County was awarded \$5

million in state bonds for construction funding.

As a condition of state and federal funding, the county will need to provide a local match in an amount of \$1 million. A financing plan has been developed to identify existing county funding sources and additional funding requests. Parks & Recreation attended the CIPAC committee on December 7, 2023, regarding reallocation of project funds listed below. The CIPAC committee was in agreement and recommends approval of the overall financing plan for the \$1 million of local match funds.

Ramsey County Fund Source:	\$1 million
• Building 189 (Capital Project Fund re-allocation):	\$323,071
• County ADA (County CIP re-allocation request):	\$303,929
• Campus Master Plan (County CIP re-allocation request):	\$200,000
• Capital Project Fund:	\$173,000

Below is a project status summary of projects listed within the financing plan.

- Building 189 Demolition Project - This project is complete and has a remaining balance that can be applied toward the funding needed for the Vento Trail.
- County ADA CIP Funding- This funding is available to invest in projects that address or create compliance with Americans with Disabilities Act requirements. The development of this trail section must comply with ADA standards and related funding will be used to ensure compliance with ADA standards. The remaining funding of \$303,929 is comprised of \$48,929 of remaining funds from 2018, \$95,000 of remaining funds from 2019, and \$160,000 of remaining funds from 2021.
- Campus Master Plan CIP Funding- Funding for this project was allocated in 2020. The onset of the COVID-19 pandemic and subsequent facility use changes on the Maplewood campus such as the sale of the Care Center caused the timing of this project to be delayed. A campus master plan could be beneficial in the future but is not a high priority at this time.
- Capital Project Fund request - On December 7, 2023, the county's CIPAC committee voted to approve \$173,000 of funds from the capital project fund for the Vento trail project.

This funding request will fulfill the estimated overall project total budget and the local match to state and federal funds. This project will provide several benefits to Ramsey County residents and aligns with county strategic priorities for Residents First, Climate Mitigation and Resiliency, Intergenerational Prosperity, and Racial and Economic Inclusion.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☒ Opportunity ☐ Accountability

Racial Equity Impact

An equity analysis was completed as part of the Bruce Vento Regional Trail Long-range Plan amendment. Engagement activities were developed and prioritized for equity, inclusivity, maximizing voices heard, and geographic representation. Equity analysis outcomes provided a direct benefit to significant populations for people of color in Saint Paul south of Larpenteur Avenue, connects two communities with diverse demographics and income between Maplewood and White Bear Lake, in addition to substantial concentrations of youth, elderly, and residents with disabilities.

In addition, the trail will connect populations south of the trail project for the southern Saint Paul segment of the existing Bruce Vento Trail which extends through highly urban and concentrated areas of poverty making it a regionally important connection that will directly benefit diverse populations more distant than those directly adjacent to the corridor area.

The following engagements listed below were completed in 2019 in coordination with the Purple Line Bus

Rapid Transit project. Specific engagement activities designed to reach underrepresented communities included:

- Tuesdays on the Trail pop-up informational meetings targeting trail users.
- Four pop-up meetings were held at four locations in Saint Paul and Maplewood including Hmong Village Area, Larpenteur Avenue, Frost Avenue, Harvest Park.
- Pop-up meetings at Hmong Village Shopping Center targeting the Hmong community.
- Input from the Rush Line Community Advisory Committee whose members reflect the diverse communities along the corridor.
- Participation at the Dragon Festival at Phalen Regional Park.
- Participation at the Fiesta Latina hosted by Comunidades Latinas Unidas en Servicio (CLUES).
- Directed informational and invitational mailings to property owners with Hmong surnames.
- Information provided in multiple languages.

Community Participation Level and Impact

Although community engagement was not conducted regarding securing local matching funds, engagement was completed through a multi-year effort by the Parks department and Purple Line BRT activities. Public engagement activities were completed at different intervals dependent on project location throughout the regional trail corridor. Master planning engagement completed by the Parks department primarily focus on areas north of Buerkle Road while the Purple Line BRT Group focused primarily between Larpenteur Avenue and Buerkle Road.

To achieve the public engagement goals, diverse communities were identified including people of color, Hmong people living in Saint Paul and Maplewood, Latino people living in Saint Paul, Public Housing residents, trail users, and residents and business throughout the project corridor. Input received as a part of the engagement activities is reflected throughout the long-range plan amendment.

- Parks department engagement - Five public engagement meetings were conducted through 2014 to 2020 consisting of two public meetings in 2016, two in 2018, and one meeting in 2019 totaling approximately 185 people, 200 plus comments, approximately 50 surveys, over 3000 flyers/direct mailings, and multiple website/social media postings. Additionally, there was a 30-day public review of the master plan in September 2020.
- Purple Line Engagement - During the summer of 2019, the Rush Line BRT Group and the Parks department completed engagement activities for the development of the Ramsey County Rail Right-of-way Design Guide. A total of ten dedicated events were held throughout 2019 totaling approximately 730 people, and 75 plus survey responses. Outcomes provided feedback for site and infrastructure design elements, and site amenities for the regional trail within the Rush Line BRT corridor.

Engagement activities and notifications were completed through various methods consisting of website updates, public open houses, pop-up events, direct mailings, direct meetings with homeowners and business, flyers and social media. The Parks department received letters of support for the master plan amendment from the cities of Gem Lake, Maplewood, Vadnais Heights, White Bear Lake, White Bear Township Hills, and the Ramsey County Park and Recreation Commission.

☒ Inform ☒ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The overall project budget for the Phase 1 construction project is estimated at \$10 million. Parks & Recreation attended the CIPAC meeting on December 7, 2023, to present the recommended financing plan of \$1 million for local matching funds and request that the committee recommend an allocation of \$496,071 from the capital improvement fund balance as part of the local match. Overall, 90% of the estimated construction funding needed is being provided with federal and state funds. Ramsey County local match funding in the amount of \$1 million comprises 10% of the estimated funding that is needed to complete this phase of the project. A

portion of the local match in the amount of \$496,071 from the Capital Project Fund balance is requested to be allocated towards a local funding match for the Phase 1 Bruce Vento Regional Trail Extension construction project.

A financing plan has been provided to outline funding and match requirements.

Last Previous Action

On December 12, 2023, the Board of Commissioners approved permanent and temporary easements for 1755 Buerkle Road, White Bear Lake (Resolution B2023-232).

On May 18, 2021, the Ramsey Board of Commissioners approved the Bruce Vento Regional Trail Long-Range Plan Amendment (Resolution B2021-112).

Attachments

1. Finance Plan

Phase 1 Bruce Vento Regional Trail Construction Funding Finance Plan:

Finance Plan Details:

Capital Project Fund Balance	\$ 3,535,304.29
Federal Funds	\$ 4,000,000.00
State Bond Funds	\$ 5,000,000.00
Ramsey County Local Match	\$ 1,000,000.00
Total Project Cost	\$10,000,000.00

Ramsey County Local Match Details:

Building 189 (Capital Project Fund re-allocation)	\$ 323,071
County ADA (County CIP re-allocation)	\$ 303,929
Campus Master Plan (County CIP re-allocation)	\$ 200,000
Capital Project Fund Request	\$ 173,000
Total Project Cost	\$1,000,000

Match Requirement:

- Federal Funds: \$4 million (80/20 match). State bond funds are required for match.
- State Bond Funds: \$5 million (50/50 match). Federal and local funds are required for match.
- County Local Funds: \$1 million. Local funds are required to match state bond funds, otherwise federal and state funds could be jeopardized.

Ramsey County local match funding in the amount of \$1,000,000 is comprised of three existing county fund sources totaling \$827,000 and one requested fund source from the Capital Project Fund balance in the amount of \$173,000.

Estimated Construction Timeline:

- Completion of final construction plans – Summer 2024
- Construction solicitation – Late Summer 2024
- Anticipated construction start – October/November 2024
- Anticipated Construction end – November 2025

Board of Commissioners

Request for Board Action

Item Number: 2024-030

Meeting Date: 2/6/2024

Sponsor: Property Management

Title

Seventh Amendment to Lease Agreement with State of Minnesota for Space at Metro Square

Recommendation

1. Approve the seventh lease amendment to the lease agreement with the state of Minnesota, 50 Sherburne Avenue, #309, Saint Paul, MN, for space at Metro Square, 121 7th Place East, Saint Paul, MN, for the period from February 1, 2024, through February 29, 2024, for the total amount of \$143,678, with all other material terms remaining in effect and unchanged.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.
3. Increase Property Management's 2024 Revenue and Expenditure Budget by \$143,678.

Background and Rationale

The state of Minnesota occupied 57,395 square feet of office space under lease at Metro Square for the Department of Employment and Economic Development - Disability Determination Services ("DEED") through December 31, 2022. In 2021, Property Management advised DEED of the county's desire to end the lease arrangement at Metro Square at the end of the term so that the space could be utilized by county staff. The state of Minnesota requested an extension of the lease through April 30, 2023, which was approved under the third lease amendment, to accommodate the additional time required for DEED to complete its relocation.

Early in 2023, the state of Minnesota informed Property Management of its inability to fully vacate Metro Square by April 30, 2023. The state of Minnesota agreed to vacate 18,640 square feet as of April 30, 2023, and the fourth amendment was approved for 29,755 square feet of continued use through October 31, 2023.

In August 2023, the state of Minnesota informed Property Management of its need to extend the lease for an additional two months through December 31, 2023 to accommodate for delays in the buildout of DEED's new location. DEED requested an additional month to accommodate further delays related to its transition to the new location for January 2024. DEED was subsequently unable to relocate within the additional lease time. DEED has now requested an additional month to accommodate further delays related to its transition to its new location. A one-month extension at 250% rental rate is proposed. All other terms and conditions of the existing lease remain in effect.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

The racial equity impact of the work of this tenant is unknown.

Community Participation Level and Impact

There is no community engagement for this lease amendment.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The terms of the lease amendment include 29,755 square feet of space for one month. The \$143,678 in additional revenue is not included in the 2024 operating budget of Property Management. Revenue and expenditure budget in 2024 will be adjusted for this unplanned revenue and expenditure.

Last Previous Action

On January 10, 2024, the Ramsey County Board of Commissioners approved the sixth lease amendment with the state of Minnesota for space at the Metro Square Building (Resolution B2024-010).

Attachments

1. Seventh Amendment to Lease Agreement

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 7

Lease No. 12022

THIS AMENDMENT No. 7 to Lease No. 12022 is made by and between Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Employment and Economic Development; Disability Determination Services.

WHEREAS, Landlord and Tenant entered into Lease No. 12022, dated September 26, 2014, as subsequently amended, involving the lease of approximately twenty nine thousand seven hundred fifty five (29,755) usable square feet of space, comprised of the following:

FLOOR/SUITE	DESCRIPTION	SQ. FT.
Lower Level	Storage	435
Third Floor	Storage	490
Suite 300	Office	<u>28,830</u>
	Total	29,755

WHEREAS, pursuant to Amendment No. 6 to Lease No. 12022 ("Amendment No. 6"), the term of the Lease was renewed for a period of one (1) month, through January 31, 2024, and Tenant was required to vacate the Leased Premises by such date;

WHEREAS, Tenant is unable to vacate the Leased Premises by such date and acknowledges that this is creating difficulties and delays for Landlord's plans to remodel the Leased Premises and the Metro Square building;

WHEREAS, the parties agree that in attempt to offset a portion of costs the Landlord has incurred by Tenant's continued occupancy, Tenant has agreed to make payments in addition to the base rent amount;

WHEREAS, Landlord has agreed to one additional short-term extension of the term of the Lease subject to Tenant's agreement to and performance of the terms and conditions set forth in this Amendment No. 7;

WHEREAS, Tenant shall cooperate with Landlord at all times during this short-term extension and shall accommodate Landlord's needs for escorted inspections and preparation for construction in the existing Leased Premises while Tenant is preparing to move to its new space;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which, together with the recitals set forth above, shall become a part of Lease No. 12022 effective as of January 22, 2024.

1. **RENEWAL TERM.** This Lease shall be renewed for an additional period of one (1) month, commencing February 1, 2024 and continuing through February 29, 2024 ("February Renewal Term"), at the same terms and conditions as set forth in the Lease, except as otherwise provided herein.

2. **TENANT REMOVAL OF FURNITURE AND PERSONAL PROPERTY.** Tenant shall immediately commence and diligently proceed with the removal of all of Tenant's furniture and personal property from the Leased Premises, proceeding in a fast and orderly manner. Tenant shall remove, from the Leased Premises, all furniture and personal property located in the tan-shaded areas depicted on Exhibit A (the "Priority Areas") no later than February 16, 2024, and if Tenant fails to do so, Tenant shall pay the Priority Area Payment as set forth in Section 4 below. Tenant shall remove from the Leased Premises all other furniture and personal property within the Leased Premises no later than February 29, 2024, and if Tenant fails to do so, Landlord may, without notice to Tenant, remove and dispose of such personal property at Tenant's sole expense, and Tenant shall reimburse Landlord for the costs of such removal and for all disposal costs upon receipt of Landlord's invoice therefor.

3. **RENT**

3.1 **Rent Payment** Tenant shall pay Landlord base rent for the Renewal Term in the sum of Fifty-Seven Thousand Four Hundred Sixty Six and 37/100 dollars (\$57,466.37). In addition to the base rent, Tenant shall pay Landlord Additional Rent ("Additional Rent") in the sum of Eighty-Six Thousand Two Hundred Eleven and 56/100 Dollars (\$86,211.56) for a total base rent plus Additional Rent payment of One Hundred Forty Three Thousand Six Hundred Seventy Seven and 93/100 dollars (\$143,677.93), according to the rent schedule set forth below:

RENEWAL TERM		USABLE SQ. FT.	RENT RATE PER SQ. FT.	MONTHLY RENT	RENEWAL TERM RENT
02/01/24 - 02/29/24					
Office		28,830	\$23.63	\$56,771.08	\$56,771.08
Storage		925	\$9.02	\$695.29	\$695.29
	Total	29,755		\$57,466.37	\$57,466.37
Additional Rent				\$86,211.56	\$86,211.56
				TOTAL	\$143,677.93

- 3.2 Rent Billing Address Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:

Disability Determination Services
Department of Employment and Economic Development
121 7th PI E #300
St Paul MN 55101

- 3.3 Rent Payment Address Tenant shall pay via electronic payment, or mail or deliver the rent payment on or before February 29, 2024, to Landlord at the following address:

Ramsey County
Department of Property Management
121 7th PI E #2200
St Paul MN 55101

4. **PRIORITY AREA PAYMENT.** If all furniture and personal property located within the Priority Areas has not been removed from the Leased Premises by February 16, 2024, Tenant shall pay to Landlord the additional sum of Seventy-Three Thousand Four Hundred Eighty One and 59/100 Dollars (\$73,481.59) (the "Priority Area Payment"). The Priority Area Payment is due February 29, 2024.
5. **PRIORITY AREA ACCESS.** Tenant's operations contain sensitive and confidential data that is subject to protection under federal and state laws. As such, upon completion of Priority Area removal of Tenant's furnishings and personal property, Tenant shall allow Landlord access to the Priority Area as needed in preparation for Landlord's demolition and reconstruction efforts upon at least one (1) day notice. To avoid all doubt, no staff, agents, vendors, contractors, or subcontractors of Landlord shall be allowed in the Priority Area or Leased Premises without escorted access by Tenant.
6. **EXECUTION IN COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.
7. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

EXHIBITS:

Exhibit A Priority Areas

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
RAMSEY COUNTY

Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By _____

Title County Board Chair

Date _____

By _____

Title Chief Clerk, Ramsey County Board

Date _____

APPROVAL RECOMMENDED:

By Jean Krueger

Title Director, Property Management

Date 1-31-2024

COUNTY ATTORNEY:

By Kathleen Ritter

Title Assistant County Attorney

Date 1/31/2024

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Title _____

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND
ECONOMIC DEVELOPMENT

By _____

Title _____

Date _____

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND
ECONOMIC DEVELOPMENT; DISABILITY
DETERMINATION SERVICES

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By _____
Date _____

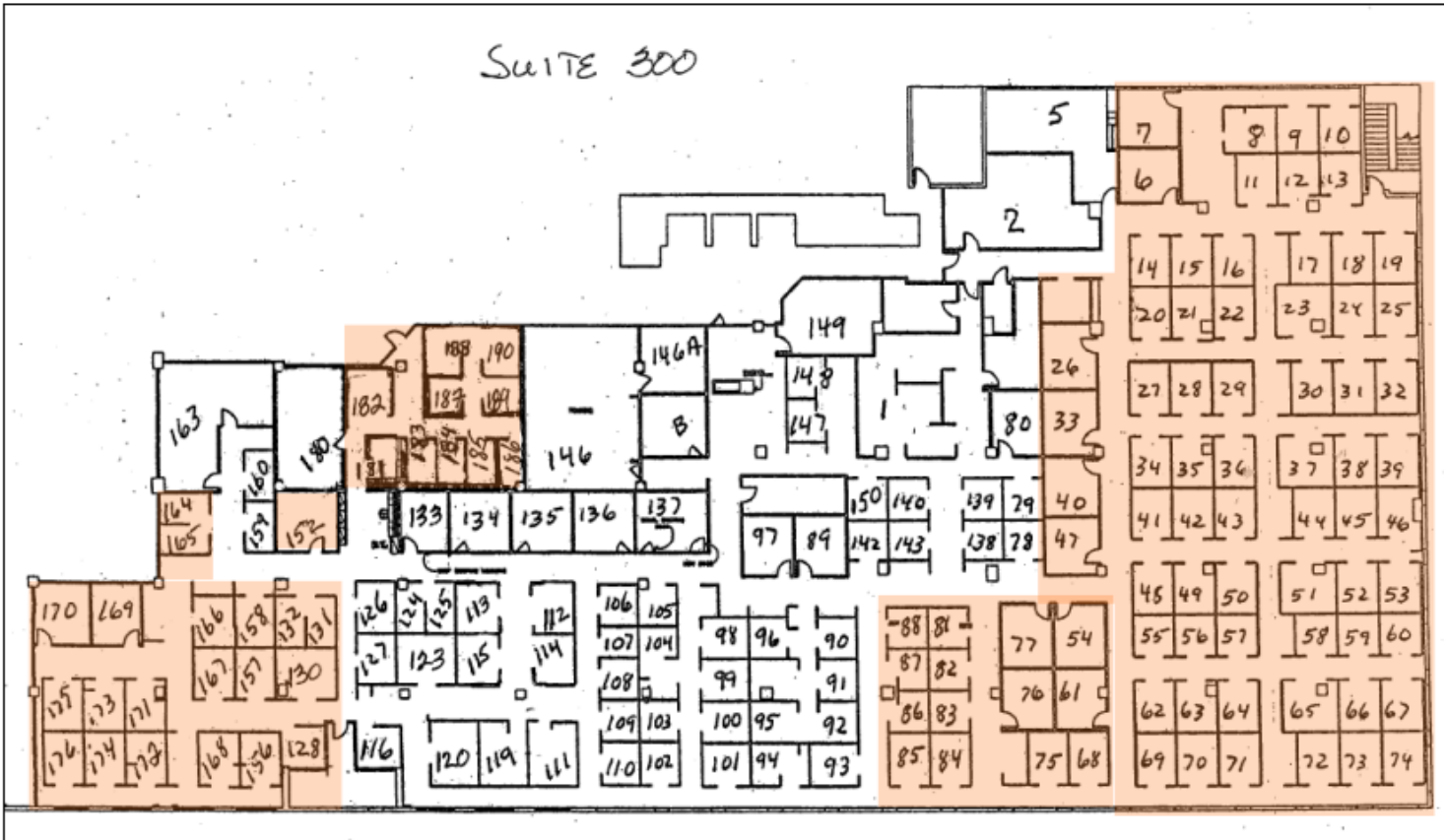
SWIFT PO _____

Account Code _____

Fund No _____

Contract No. _____

EXHIBIT A



Board of Commissioners

Request for Board Action

Item Number: 2024-016

Meeting Date: 2/6/2024

Sponsor: Public Health

Title

Joint Powers Agreement with Hennepin County, Minnesota Department of Health, Minnesota Department of Human Services and the City of Minneapolis for HIV Prevention Projects.

Recommendation

1. Approve the Joint Powers Agreement for HIV Prevention Projects with the following entities for the period upon execution:
 - a. Hennepin County - 525 Portland Avenue, Minneapolis, MN 55415.
 - b. Minnesota Department of Health - 625 Robert Street, North, Saint Paul, MN 55164.
 - c. Minnesota Department of Human Services - 540 Cedar Street, Saint Paul, MN 55415.
 - d. City of Minneapolis - 505 South 4th Avenue, Minneapolis, MN 55415.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

Background and Rationale

Hennepin County is the grant recipient of the Ryan White Program Part A while the Minnesota Department of Human Services (DHS) is the grant recipient of the Ryan White Program Part B. The Minnesota Department of Health (MDH) is the grant recipient of Minnesota's Centers for Disease Control and Prevention (CDC) Comprehensive HIV Prevention Projects for Health Departments. In collaboration with Ramsey County and the city of Minneapolis, two governmental entities that partner with the Ryan White Program Part A grant recipient in implementing the Ryan White Program in the Minneapolis - St. Paul 13-county transitional grant area.

The HIV epidemic is centered in the Twin Cities Metropolitan area where 84% of people living with HIV reside. The continued collaboration among Hennepin County, Ramsey County, the city of Minneapolis, MDH, and DHS ensures integration of HIV prevention and care, community planning, and coordination of public funds to be administered statewide.

The new Ryan White Intergovernmental Agreement will update the framework established in 2016 for intergovernmental coordination of a strong public health approach to HIV prevention and care in Minnesota to comply with changes in federal guidelines. This agreement assures that the Minnesota Council for HIV/AIDS Care and Prevention continues to fulfill both the Ryan White Program federal legislative and CDC HIV prevention grant requirements for community involvement in planning for a comprehensive system of HIV prevention and care in Minnesota.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☐ Opportunity ☐ Accountability

Racial Equity Impact

The continued collaboration with Hennepin County, the city of Minneapolis, MDH, and DHS will ensure HIV prevention and care and coordination of public funds can be administered throughout the Minneapolis - St.

Paul 13-county transitional grant area. HIV disproportionately impacts racial and ethnic minorities, with Ramsey County as the most diverse county, Ramsey County communities are greatly impacted. With this collaboration Ramsey County residents directly impacted by HIV will have access to resources and care and have input in ensuring coordination of services and funds are equitable.

Community Participation Level and Impact

Community participation is an integral element to the success of the JPA between the above-mentioned entities. The Ryan White Program directly impacts the care and resources HIV-positive patients receive to maximize health. The input from communities directly impacted by HIV will influence how funds are allocated and how planning for a comprehensive system can be adjusted to achieve the greatest community health benefit. To facilitate community participation the Minnesota Council for HIV/AIDS Care and Prevention will complete community needs assessments and establish methods to obtain community input on needs and priorities.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☐ Empower

Fiscal Impact

None.

Last Previous Action

On March 1, 2016, the Ramsey County Board of Commissioners approved the Intergovernmental Cooperative Agreement with the state of Minnesota and its Department of Health and its Department of Human Services, the County of Hennepin and city of Minneapolis to implement the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Resolution B2016-055).

Attachments

1. Joint Powers Agreement

**RYAN WHITE HIV/AIDS TREATMENT EXTENSION ACT OF 2009
INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

This Agreement is between the State of Minnesota and its Department of Health and its Department of Human Services, the County of Hennepin, the County of Ramsey, and the City of Minneapolis (collectively, "the Governmental Units").

RECITALS

WHEREAS, the parties entered into previous Intergovernmental Agreements ("IGA") to implement the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (the "Ryan White Program"); and

WHEREAS, the purpose of this Agreement is to establish a framework for the distribution of the responsibilities and the relationship between the Governmental Units, including agreement to the administration of the Agreement, the establishment of required planning councils, and a process for the allocation of available funds; and

WHEREAS, the current authority, expertise, and responsibility of the cities, counties and state agencies in the delivery of services to persons with HIV-related illnesses has provided a basis for an ongoing relationship between the Governmental Units and their shared responsibilities; and

WHEREAS, Hennepin County is the Ryan White Program Part A grant recipient for the Minneapolis-St. Paul Transitional Grant Area (the "TGA"), the Minnesota Department of Human Services is the Ryan White Program Part B grant recipient, the Minnesota Department of Health is Minnesota's Centers for Disease Control and Prevention (CDC) Comprehensive HIV Prevention Projects for Health Departments (the "CDC HIV Prevention Program") grant recipient and the City of Minneapolis and the County of Ramsey are governmental entities which collaborate with the Part A grant recipient in the implementation of the Ryan White Program in the Minneapolis-St. Paul 13-county Transitional Grant Area; and

WHEREAS, the current parties wish to enter into a new IGA to integrate HIV prevention and care planning statewide, and to comply with changes to the Ryan White Program and the CDC HIV Prevention Program requirement to convene a community planning group and to align with the goals of the National HIV/AIDS Strategy; and

WHEREAS, the Governmental Units wish this Agreement to be an intergovernmental cooperative agreement pursuant to Minnesota Statutes, section 471.59; and

WHEREAS, the parties intend that this Agreement, upon execution, will supersede the previously executed Ryan White IGA; and

NOW, THEREFORE, in consideration of the above, the Governmental Units agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to document the understanding among the Governmental Units who intend to continue and redefine the relationship, and the necessary procedures for the administration of the Ryan White Program Part A and B funds and the CDC HIV Prevention Program funds. This Agreement establishes the framework whereby the parties agree to the planning, management, and allocation of these funds.

ARTICLE II

MINNESOTA COUNCIL FOR HIV/AIDS CARE AND PREVENTION

- A. The Governmental Units shall establish the Minnesota Council for HIV/AIDS Care and Prevention (the "Council") for the Minneapolis-St. Paul Ryan White Part A TGA and the State of Minnesota consistent with the requirements of the Ryan White Program legislation and the CDC HIV Prevention Program policy.
- B. The Council will perform all functions and activities required of a Part A Planning Council, a Part B public advisory planning process under Ryan White Program legislation and a CDC HIV Prevention Program community planning group. The Council shall:
 - 1. Determine the size and demographics of the population of individuals with HIV/AIDS in the Minneapolis-St. Paul TGA and the state of Minnesota;
 - 2. Develop and conduct ongoing needs assessment activities, establish priorities for Health Resources and Services Administration (HRSA) allowable services, and create annual allocation recommendations for Ryan White Program Part B funds within Minnesota and allocation directives for Ryan White Program Part A funds within the MSP-TGA. The activities described in this paragraph should address how to best meet priorities and describe additional factors that the grant recipients should consider in allocating funds under a grant based on the documented needs of the HIV-infected population, the cost and outcome effectiveness of proposed strategies and interventions, the priorities of the HIV-affected communities for whom the services are intended, and the availability of other governmental and non-governmental resources;
 - 3. Provide recommendations in prioritizing populations most at risk of HIV infection based on HIV/AIDS epidemiology evidence to be targeted for HIV

prevention interventions funding under the CDC HIV Prevention Program;

4. Develop a comprehensive integrated plan for the organization and delivery of HIV prevention and care services that is compatible with all existing federal, state or local plan regarding the provision of health and social services to individuals living with or at-risk of HIV disease;
5. Assess the efficiency of the administrative mechanism that allocates Ryan White Program Part A grant funds to the areas of greatest need within the TGA, and, at the discretion of the Council, assess the effectiveness, either directly or through contractual arrangements, of the services offered in meeting the identified needs;
6. Participate in the development of the Statewide Coordinated Statement of Need (SCSN) initiated by the State of Minnesota agency responsible for administering grants under Part B of the Ryan White Program; and
7. Establish methods for obtaining input on community needs and priorities, which may include public meetings; conducting focus groups; and convening ad-hoc panels.

C. The Council shall be appointed jointly by the Chair of the Hennepin County Board of Commissioners, the Minnesota Department of Human Services HIV Supports Section Manager and the Minnesota Department of Health's STD/HIV/TB Section Manager. These appointments shall be made in accord with the structure established in this Agreement and following the open recruitment and nomination process as established by the Council bylaws.

D. The Council shall be constituted as follows:

1. The Council shall have up to 33 members who shall reflect the demographic requirements of Part A of the Ryan White Program and shall include members of the communities affected by the epidemic, particularly persons living with HIV/AIDS and members representing interests outside the 13-county TGA to satisfy the requirements of a Part B consortium and CDC HIV Prevention Program community planning group;
2. Council members shall be appointed for a two-year term and thereafter, members may be re-appointed to a second two-year term, but no member shall serve more than two (2) consecutive terms;
3. The Council shall have a minimum of two, and up to three, council members to serve as co-chairs of the council. Co-chairs are elected by the membership annually and are elected for a one (1) year term. Co-chairs may serve for up to two consecutive one-year terms. At least one council co-chair shall be a

person living with HIV who is unaligned, as defined by the Ryan White Program legislation, with any agency receiving or seeking to receive Ryan White Program and/or CDC HIV Prevention Program funds. At least one council co-chair shall reside in the Minneapolis-St. Paul Part A TGA; and

4. Governmental Units shall be represented on the Council. Each Governmental Unit shall submit a nominee to the Council via the open nomination process.
- E. The Council shall develop and adopt Council Bylaws, (hereinafter designated as HIV Council Bylaws) which shall include, but are not limited to the following:
1. The conduct of meetings;
 2. A process for the identification and resolution of conflict of interest;
 3. A grievance policy and procedure; and
 4. Open recruitment and nomination process of new nominees for Council membership.

ARTICLE III

HIV PREVENTION AND CARE SERVICES PROVIDER FUNDING SELECTION PROCESS

- A. Non-sole source service grants to Ryan White Program or CDC HIV Prevention Program funded providers or subrecipients shall be allocated in accord with paragraphs B-D.
- B. The Ryan White Program Part A and B grant recipients and the CDC HIV Prevention Program grant recipient shall select individuals to serve on a Provider Selection Committee to inform funding decisions for the delivery of HIV prevention and care services. A new committee shall be formed for each Request for Proposal process to solicit providers or subrecipients to deliver Ryan White Program and CDC HIV Prevention Program funded services.
- C. The Provider Selection Committee members shall:
 1. Be experienced in the professional development, funding or review of health and social service grant applications and programs;
 2. Include persons living with HIV;
 3. Not be current members of the Council; and
 4. Have no conflict of interest as defined by the conflict-of-interest policy

developed by Hennepin County, the Department of Human Services and the Department of Health with regard to funding recommendations developed by the Ryan White Program Part A and B grant recipients and the CDC HIV Prevention Program grant recipient.

- D. The Provider Selection Committee shall make specific funding recommendations consistent with the service priorities and funding allocations developed by the Council and the provisions of the Ryan White Program as to the allocation and administration of Part A and B funding.

ARTICLE IV

ADMINISTRATIVE SUPPORT

Hennepin County will provide staff support for the Council during the course of this Agreement. The Minnesota Departments of Health and Human Services shall together contribute funding to support the operations of the Council through agreements with Hennepin County.

ARTICLE V

AGREEMENT ADMINISTRATORS

In order to coordinate the activities of the Governmental Units so as to accomplish the purposes of the Agreement, the following individuals or their designees or successors shall manage this Agreement on behalf of the Governmental Units:

- A. Christine Jones, MDH HIV/STD/TB Section Manager;
- B. Darin Rowles, DHS HIV Supports Manager;
- C. Jonathan Hanft, Hennepin County Community Health Program Supervisor;
- D. Becky McIntosh, City of Minneapolis Health Department Director of Administration; and
- E. Gina Pistulka, Clinical Services Division Manager, St. Paul Ramsey County Public Health.

ARTICLE VI

LIABILITY OF MEMBERS

Each Governmental Unit shall be liable for its own acts and results thereof to the extent authorized by law and shall not be responsible for the acts of any other Governmental Unit and the results thereof. The liability of the State of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. The liability of the counties and cities shall be governed by Minnesota Statutes, Chapter 466 and other applicable law. Pursuant to Minnesota Statute, section 471.59, subdivision 1a, the total liability for the Governmental Units shall not be

added together to exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statutes, sections 3.736 or 466.04.

ARTICLE VII

DATA PRIVACY

Each Governmental Unit agrees to abide by all applicable state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and/or data including but not limited to information made non-public by such laws or regulations.

ARTICLE VIII

MINNESOTA LAWS GOVERNING AND SEVERABILITY

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations and performance obligations between the parties. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

ARTICLE IX

RECORDS - AVAILABILITY

To the extent required by Minnesota Statutes, section 16C.05, subdivision 5, each Governmental Unit agrees that the other Governmental Units, the State Auditor, the Legislative Auditor, or any of their duly authorized representatives at any time during normal business hours shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures and transactions relating to this Agreement. The Governmental Units shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination.

ARTICLE X

NON-ASSIGNMENT

Each Governmental Unit shall not assign, subcontract, transfer, or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the other Governmental Units.

ARTICLE XI

MERGER AND MODIFICATION

- A. The entire agreement between the parties is contained herein. This Agreement supersedes and replaces IGA and all other agreements, representations, understandings, and negotiations between the parties, whether written or oral, relating to the subject matter. All items that are referenced in this Agreement or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of the Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. 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.

ARTICLE XII

TERM AND TERMINATION

- A. This Agreement is effective upon execution by all parties and remains in effect until terminated as set forth in paragraph B of this Article.
- B. Each Governmental Unit may withdraw from this Agreement upon 60 days' written notice to the other parties. This Agreement shall be in effect until terminated by mutual agreement of all the Governmental Units or until superseded by a new agreement.
- C. Provisions that by their nature are intended to survive the term or termination of this Agreement do survive such term or termination.

ARTICLE XIII

NOTICES

Any notice, report or demand which must be given or made by a party under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent via registered or certified mail. Notices shall be sent to the Agreement Administrators at addresses identified in Article V.

ARTICLE XIV

COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

A2311910

COUNTY BOARD APPROVAL

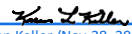
GRANTOR, having signed this contract, and the County having duly approved this contract, and pursuant to such approval, the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF HENNEPIN

STATE OF MINNESOTA

By: 
Chair of Its County Board

Date: Nov 28, 2023

ATTEST: 
Deputy/Clerk of County Board

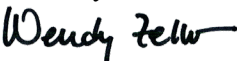
Date: Nov 28, 2023

And: 
Assistant/Deputy/County Administrator
Nov 28, 2023

Date:

Reviewed by the County

Attorney's Office


Assistant County Attorney

Date: Nov 28, 2023

**COUNTY OF RAMSEY
STATE OF MINNESOTA**

By: Lindsey Millard Assistant County Attorney
Approved as to form

Date: 12/4/23

**COUNTY OF RAMSEY
STATE OF MINNESOTA**

By: Sara Hollie
Sara Hollie, Director of Public Health

Date: 12/7/2023

**CITY OF MINNEAPOLIS
STATE OF MINNESOTA**

By: Luisa Pessoa-Brandao
Luisa Pessoa-Brandao (Nov 28, 2023 07:32 CST)

Date: Nov 28, 2023

**DEPARTMENT OF HUMAN SERVICES
STATE OF MINNESOTA**

By: Heidi Hamilton
Heidi Hamilton (Nov 27, 2023 21:59 CST)

Date: Nov 27, 2023

**MINNESOTA DEPARTMENT OF HEALTH
STATE OF MINNESOTA**

By: Martina Cameron
Martina Cameron (Nov 27, 2023 10:10 CST)

Date: Nov 27, 2023

**RAMSEY COUNTY BOARD OF COMMISSIONERS
CHIEF CLERK**

By:

Date:

**RAMSEY COUNTY BOARD OF COMMISSIONERS
CHAIR**

By:

Date:

Board of Commissioners

Request for Board Action

Item Number: 2024-017

Meeting Date: 2/6/2024

Sponsor: Sheriff's Office

Title

Agreement with the City of Falcon Heights for Law Enforcement and Public Safety Services

Recommendation

1. Approve the Law Enforcement Services Agreement with the city of Falcon Heights for law enforcement and public safety services for the one-year period of January 1, 2024 through December 31, 2024.
2. Authorize the Chair and Chief Clerk to execute the agreement.

Background and Rationale

Since 1958, the Ramsey County Sheriff's Office has entered into agreements with municipalities within Ramsey County that do not operate a police department for the provision of law enforcement and public safety services, including patrol, investigations, crime prevention, community outreach, and animal control. This method of contracting services provides many advantages, including cost savings by sharing personnel and resources. For over 60 years, this cooperative model has demonstrated how sharing services among municipalities can achieve effective, efficient, and economical law enforcement and public safety services.

The cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and the Township of White Bear, also known as the "Contract Communities," currently have agreements with the Sheriff's Office for law enforcement and public safety services within the geographical boundaries of each municipality. The combined population of these cities is over 78,000 people, placing the Sheriff's Office in the top ten of police departments in the state in terms of population served. Geographically these communities encompass 54 square miles, or approximately one-third of the county.

The Sheriff's Office has provided contract law enforcement and public safety services for the city of Falcon Heights since January 2018. In September 2020, the Sheriff's Office raised concerns that the existing contract was not sustainable.

In March of 2023, the city of Falcon Heights and the Sheriff's Office mutually agreed to not renew the agreement for law enforcement and public safety services, terminating the current contract effective December 31, 2023. The city of Falcon Heights spent 2023 exploring other options for law enforcement and public safety services, which included partnering with an agency geographically close to Falcon Heights.

Because the city of Falcon Heights provided multiple assurances that it would be contracting with a different law enforcement service provider starting in 2024, the Sheriff's Office:

- Deferred hiring deputies to ensure no deputy or other employee would be laid off once the city of Falcon Heights was no longer a contract community on January 1, 2024.
- Worked with the Contract Communities to develop and adopt a 2024 Budget Estimate without the city of Falcon Heights. Each of the Contract Communities had to manage the cost increase associated with the departure of the city of Falcon Heights.
- Revised and adjusted staffing models for patrol, investigations, and other areas to best serve the

Contract Communities.

On November 16, 2023, the city of Falcon Heights informed the Sheriff's Office that despite their best efforts, the city was unable to find a law enforcement service provider for 2024. The city of Falcon Heights sent a formal request to the Sheriff's Office for the continuation of law enforcement services on November 30, 2023. Upon receiving this request, the Sheriff's Office has been working with the Deputy County Manager for Safety & Justice, County Attorney's Office, Finance, and Risk Management to establish a contract for 2024. For the period of January 1, 2024, through the date of execution of the 2024 agreement, the terms and conditions of the contract previously approved by the Ramsey County Board of Commissioners remain in effect (Resolution B2022-280).

The 2024 contract with the city of Falcon Heights includes many of the same terms and conditions of other agreements for contract law enforcement and public safety services, with some changes. Specifically, the 2024 contract with the city of Falcon Heights:

- Is independent from the other agreements with the Contract Communities.
- Requires the city to obtain a tort liability insurance policy in the amount of \$4 million per occurrence by April 1, 2024.
- Is effective through December 31, 2024, with no options for renewal or extensions; and,
- Includes a payment of a premium to the county for the costs associated with general liability, professional liability, and automobile liability provided by the county's self-insurance program.

Under this agreement, the primary cost driver is that overtime will be required to fill shifts as staffing models have already been developed without the city of Falcon Heights. Currently, there is not sufficient personnel to staff the city without the use of overtime on a regular basis. A Commander is assigned to serve as the city's primary liaison, including scheduling, management, and supervision.

The Sheriff's Office is recommending approval of this agreement to ensure continuation of law enforcement and public safety services for the city of Falcon Heights through December 31, 2024.

County Goals (Check those advanced by Action)☒ Well-being☒ Prosperity☒ Opportunity☒ Accountability**Racial Equity Impact**

The combined population of the city of Falcon Heights is 5,300 people, which represents a diverse community. Once approved, this action continues to provide law enforcement and public safety services with a commitment to gender and racial equity. The Sheriff's Office continues to advance racial equity through diverse hiring practices, training (including diversity, crisis intervention, de-escalation, mental health, and implicit bias), and service delivery. To promote transparency and accountability for all, in-car and body-worn cameras were implemented.

Community Participation Level and Impact

The Sheriff's Office regularly meets with city of Falcon Heights staff. The Sheriff's Office also attends city council meetings and workshops. Feedback is routinely provided regarding the provision of law enforcement and public safety services.

☒ Inform☒ Consult☒ Involve☒ Collaborate☐ Empower**Fiscal Impact**

There is no impact to the county property tax levy as all of the costs associated with providing contract law enforcement and public safety services will be funded, and paid for, by the city of Falcon Heights, including salaries and benefits, equipment, and training during the term of this agreement. In addition, under this

agreement, the city of Falcon Heights is required to obtain a \$4 million liability insurance policy. This requirement will help protect the county's self-insurance fund in the event of a claim.

Last Previous Action

On December 13, 2022, the Ramsey County Board of Commissioners approved an agreement with the city of Falcon Heights for Law Enforcement Services (Resolution B2022-280).

On December 21, 2021, the Ramsey County Board of Commissioners approved agreements with the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and the Township of White Bear for Law Enforcement Services and an increase in the personnel complement of the Sheriff's Office by 1.0 full-time equivalent Deputy Sheriff-Commander (Resolution B2021-292).

On December 17, 2019, the Ramsey County Board of Commissioners approved an increase in the personnel complement of the Sheriff's Office for Contract Communities by 1.0 full-time equivalent Deputy Sheriff (Resolution B2019-307).

On November 6, 2018, the Ramsey County Board of Commissioners approved agreements with the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and the Township of White Bear for Law Enforcement Services and an increase in the personnel complement of the Sheriff's Office by 1.0 full-time equivalent Deputy Sheriff (Resolution B2018-284).

On November 21, 2017, the Ramsey County Board of Commissioners approved an agreement with the city of Falcon Heights for law enforcement services (Resolution B2017-303).

Attachments

1. Agreement for Law Enforcement and Public Safety Services - City of Falcon Heights

AGREEMENT FOR LAW ENFORCEMENT SERVICES

This is an Agreement between the County of Ramsey, through the Ramsey County Sheriff's Office, (hereinafter referred to as the "COUNTY"), and the City of Falcon Heights (hereinafter referred to as the "MUNICIPALITY"), to provide law enforcement services to the MUNICIPALITY for the period of January 1, 2024 to December 31, 2024.

A. SCOPE OF SERVICES

1. The COUNTY agrees, through the Ramsey County Sheriff's Office, to provide law enforcement services to the MUNICIPALITY which will include, but not be limited to, the following:
 - a. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
 - b. Enforcement of Minnesota State Statutes and the ordinances of the MUNICIPALITY;
 - c. Traffic enforcement including the regular use of radar or laser as a speed deterrent;
 - d. Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs;
 - e. Criminal investigative and crime scene processing services;
 - f. Follow up on reported crimes with persons who reported the crime including routine notification by telephone or mail as to the status of the investigation;
 - g. Responses to medical, fire, and other emergencies;
 - h. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and ordinances of the MUNICIPALITY;
 - i. Special event traffic patrol and patrol services for community festivals or other special events;
 - j. Attendance at Public Safety or City Council meetings as requested by the MUNICIPALITY; and
 - k. Animal control.
2. The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section A.3. herein.
3. In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that the MUNICIPALITY is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Ramsey County in a timely and efficient manner.
4. Services shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the COUNTY'S Approved Budget.

5. To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents, and employees. The MUNICIPALITY shall designate a liaison to the Ramsey County Sheriff's Office.
6. The COUNTY shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide services pursuant to this Agreement. The COUNTY shall be responsible for damages to or loss of its own equipment, including vehicles, and waives the right to pursue any claim against the MUNICIPALITY for any damages to or loss of its equipment.
7. All deputy sheriffs, clerks, and all other COUNTY personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY for all purposes.
8. The name of each of the MUNICIPALITIES that contract with the Sheriff's Office for law enforcement services shall be affixed to all squad cars and other major pieces of equipment used primarily within these MUNICIPALITIES.

B. ASSUMPTION OF LIABILITIES/INSURANCE

1. Except as otherwise provided, the MUNICIPALITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services pursuant to this Agreement for said MUNICIPALITY, and the COUNTY hereby assumes said liabilities.
2. Except as herein otherwise specified, the MUNICIPALITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of the performance of services pursuant to this Agreement, and the COUNTY hereby agrees to defend, indemnify and hold harmless the MUNICIPALITY against any such claim.
3. [Reserved].
4. The COUNTY, its officers and employees shall not be deemed to assume any liability for intentional misconduct or negligent acts of the MUNICIPALITY or of any other officers, agent, or employee thereof, and the MUNICIPALITY shall hold the COUNTY and its officers and employees harmless from, and shall defend and indemnify the COUNTY and its officers and employees against any claim for damages arising out of the MUNICIPALITY'S negligent performance or failure to perform its obligations pursuant to this Agreement.
5. The COUNTY agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance in amounts deemed appropriate by the COUNTY. The COUNTY shall name the MUNICIPALITY as an additional insured on these policies except for the workers' compensation policy. The MUNICIPALITY agrees to pay, as a part of the actual cost as provided in Section 6 below, a pro rata share of the COUNTY'S insurance costs. These costs shall include the costs for any assessments and credits for any dividends by participating in any insurance pools or trusts. The COUNTY may elect to self-insure all or any portion of these risks. If the COUNTY cannot obtain insurance and/or elects to self-insure, the MUNICIPALITY shall

pay a pro rata share of the costs of self-insurance. Insurance costs as they relate to insurance coverage shall include premiums. Costs of self-insurance shall include reserves, claims and damage payments, and administration costs required to maintain self-insurance.

6. The MUNICIPALITY acknowledges that the COUNTY may, in an effort to provide the best insurance coverage at the most economical cost, become a member of the Minnesota Counties Insurance Trust or some similar organization; and the MUNICIPALITY further acknowledges that membership in such an organization may be for a fixed minimum term and may expose the COUNTY to some type of contingent cost liability, such as debts, obligations and liabilities, in the event that the COUNTY withdraws its membership. The MUNICIPALITY agrees to reimburse the COUNTY for the MUNICIPALITY'S pro rata share of any such contingent cost liability arising during the term of this Agreement for Law Enforcement Services and assessed against the COUNTY that are attributable to the services provided by the County under this Agreement. Upon notification to the COUNTY of any such contingent cost liability, the COUNTY will notify the MUNICIPALITY in a timely manner.
7. For actions that occur prior to March 31, 2024, regardless of when the claim arises, the COUNTY shall defend, indemnify and hold the MUNICIPALITY harmless from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the COUNTY's negligence, misconduct, or failure to perform its obligations under this Agreement.
8. By April 1, 2024, the MUNICIPALITY agrees to obtain coverage for general liability and professional liability in the minimum amount of \$4 million dollars per occurrence. The coverage must include the COUNTY as an additional insured. Except for automobile liability claims, the MUNICIPALITY shall defend and indemnify the COUNTY and its officers, agents, and employees against any claim for damages arising out of the COUNTY's negligence, misconduct, or performance of its obligations under the terms of this Agreement up to \$4 million dollars per occurrence, for actions or omissions of the COUNTY that occur after April 1, 2024. The COUNTY agrees to defend, indemnify, and hold the MUNICIPALITY and its officers, agents and employees harmless from all auto liability claims arising out of the COUNTY's performance of its obligations under the terms of this Agreement, regardless of when the claim occurs. The COUNTY shall be responsible for the cost of any claims, alleged injuries or damages received by any person or property resulting from any negligence act or omission of the COUNTY, its officers, agents or employees in carrying out the terms and conditions of this Agreement that exceed the MUNICIPALITY's \$4 million dollar in coverage and shall defend and indemnify the MUNICIPALITY to the extent such claims exceed \$4 million. If the MUNICIPALITY'S coverage limit is exhausted, the MUNICIPALITY and its coverage provider shall have no further obligation to defend the COUNTY. Nothing herein shall be construed to provide coverage or indemnification to an officer, agent, or employee of any party for any act or omission for which the officer, agent, or employee, was not acting in the performance of the duties of their position, and is guilty of malfeasance in office, willful neglect of duty, or bad faith.

C. TERM OF AGREEMENT/TERMINATION

1. The term of this Agreement shall commence on January 1, 2024, and shall continue through December 31, 2024 ("Term").

2. Neither party intends to renew or extend this Agreement past December 31, 2024, and unless otherwise required by law, it is agreed this agreement shall end December 31, 2024, although these provisions shall not relieve the MUNICIPALITY from making any payments due and owing after that date, and payment obligations shall survive termination of this agreement.
3. In the event the MUNICIPALITY establishes a contract with a successor law enforcement services provider prior to the termination of this Agreement on December 31, 2024, the MUNICIPALITY may request in writing to terminate the Agreement with the COUNTY by providing a 30-day notice.

D. COST AND PAYMENT

1. The MUNICIPALITY agrees to pay the COUNTY an annualized payment of \$1,641,087 and billed monthly through March 31, 2024. On April 1, 2024, this amount will increase by 5%. This payment is intended to provide for the actual cost of providing all services covered by this Agreement. Actual cost shall mean the MUNICIPALITY'S pro rata share of the COUNTY'S total cost of providing patrol and police protection services described in this Agreement including, but not limited to: salaries of employees engaged in performing said services, including vacation and sick leave; mileage; uniforms; public employees retirement contributions; workers' compensation; general overhead, including indirect expenses and supplies, radio unit expense, and health and welfare expense. The term "costs" as used herein shall not include items of expense attributable to services or facilities normally provided or available to all cities within the COUNTY as part of the COUNTY'S obligation to enforce state law. Computation of actual costs hereunder shall be made by the Ramsey County Sheriff's Office.
2. In addition to the amounts listed in Section D(1) of this Agreement, MUNICIPALITY agrees to pay the COUNTY \$3,317 per month in exchange for the insurance obligations undertaken by the COUNTY pursuant to Section B(5) and B(8) of this Agreement.
3. The MUNICIPALITY shall pay the COUNTY within 35 days of receipt of the monthly invoice.

E. GENERAL PROVISIONS

1. Notice to the COUNTY shall be given to the County Manager and Ramsey County Sheriff and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Administrator.
2. It is understood that prosecutions for violations of ordinances or state statutes, together with disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.
3. The Ramsey County Sheriff's Office shall submit to the MUNICIPALITY quarterly activity reports detailing the activities of the Sheriff's Office under this agreement within the MUNICIPALITY. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued. However, no information will be provided which would violate the State Data Practices Act.

4. The MUNICIPALITY may contract with the COUNTY for additional law enforcement services beyond those provided in this Agreement.
5. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.
6. This agreement supersedes and replaces any other agreements or contracts between COUNTY and the MUNICIPALITY related to law enforcement and public safety services.

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by Mayor Randy Gustafson and City Administrator Jack Linehan, and the seal of the MUNICIPALITY to be affixed hereto on the 24th of January, 2024, and the COUNTY, by resolution of its Board of County Commissioners, has caused this Agreement to be signed by the Chair and Chief Clerk of said Board on the _____ day of _____.

COUNTY OF RAMSEY

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

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

CITY OF FALCON HEIGHTS

By: _____
Randy Gustafson
Mayor

By: _____
Jack Linehan
City Administrator

APPROVAL RECOMMENDED:

By: Bob Fletcher
Bob Fletcher
Ramsey County Sheriff

APPROVED AS TO FORM:

By: Bradley Cousins 1/26/24
Assistant Ramsey County Attorney



**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

January 24, 2024

No. 24-09

**RESOLUTION ENTERING INTO SERVICE AGREEMENT FOR LAW ENFORCEMENT
SERVICES WITH THE RAMSEY COUNTY SHERIFF'S OFFICE**


WHEREAS, the City of Falcon Heights and the Ramsey County Sheriff's Office have been working towards an updated contract for 2024; and

WHEREAS, the City's Attorney and the League of MN Cities have reviewed and approved the service agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Falcon Heights as follows:

1. Approve the Agreement for Law Enforcement Services with the Ramsey County Sheriff's Office
2. Authorize the City Administrator and Mayor to execute all necessary documents.

Moved by: Wassenberg

Approved by: 

Randall C. Gustafson
Mayor

GUSTAFSON

3

In Favor

MEYER

0

Against

MIELKE

LEEHY

WASSENBERG

1

Abstention - Gustafson

Attested by: 

Jack Linahan
City Administrator

Board of Commissioners

Request for Board Action

Item Number: 2024-018

Meeting Date: 2/6/2024

Sponsor: Sheriff's Office

Title

Joint Powers Agreement with Minnesota Department of Public Safety, Bureau of Criminal Apprehension for Participation in the Violent Crime Reduction Unit

Recommendation

1. Approve the Joint Powers Agreement with the Minnesota Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Street East, Saint Paul, MN 55106 for participation in the Violent Crime Reduction Unit upon execution through three (3) years from the fully executed agreement.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
3. Approve an increase in the personnel complement of the Sheriff's Office by 1.0 Full Time Equivalent Deputy Sheriff.

Background and Rationale

The state of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension is establishing the Violent Crime Reduction Unit. As a statewide team, the Violent Crime Reduction Unit is an interagency collaborative approach to reducing and preventing violent crime, which focuses on gun violence and firearms crimes; crimes against the person, including homicides, assaults, carjackings, and other violent crimes; street racing and automobile theft; and the apprehension of dangerous fugitives. The Violent Crime Reduction Unit also engages in public awareness, outreach, and prevention efforts with the community.

For reference, the Minnesota Department of Public Safety, Bureau of Criminal Apprehension (BCA), requested funding from the legislature for "a new statewide initiative to utilize partnerships with BCA leadership to address violent crime as it ebbs and flows across the state of Minnesota." The state recognized "the current challenges with police staffing" and "this initiative would combine fulltime BCA agents, analysts, and other personnel to provide assistance to communities combatting violent crime through an information driven approach to precisely target only those who are committing violent acts in those communities." Funding is provided to support personnel assigned to this initiative.

Participation in the task force allows the Sheriff's Office to work together with federal, state, and local law enforcement and prosecutorial agencies to prevent, investigate, and prosecute violent crimes. Task force participation also provides reimbursement from the state for personnel costs as outlined in the Joint Powers Agreement.

A Joint Powers Agreement, as permitted under Minnesota Statutes 471.59, is required for participation. The term of the agreement is upon final execution through three (3) years from the fully executed agreement.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☐ Opportunity

☒ Accountability

Racial Equity Impact

The Bureau of Criminal Apprehension Violent Crime Reduction Unit was established in response to increases in violent crime, including murder, assaults, gun violence, and carjackings. This is a new task force and reporting will occur related to programmatic outcomes. Participation in the task force ensures justice for victims of crime victims, including individuals from traditionally disadvantaged or marginalized communities.

Community Participation Level and Impact

There is no community engagement for this Joint Powers Agreement.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

There is no impact to the county's property tax levy. Reimbursement from the state is provided for personnel costs as outlined in the Joint Powers Agreement, including full salary and fringe costs as well as overtime costs up to \$21,000. In 2024, the estimated reimbursement is \$150,000, which will cover the costs associated with a deputy sheriff assigned to this team.

Last Previous Action

None.

Attachments

1. Joint Powers Agreement



STATE OF MINNESOTA BCA VIOLENT CRIME REDUCTION UNIT JOINT POWERS AGREEMENT

This Joint Powers Agreement (“Agreement”) is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension (“BCA”), and County of Ramsey acting on behalf of its Sheriff’s Office, 425 Grove St, St Paul, MN 55101 (“Governmental Unit”), together known as “Parties.”

Recitals. Under Minnesota Statutes § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements to jointly and cooperatively exercise their powers. The Parties wish to work together to prevent, investigate, and prosecute violent crimes, including but not limited to murder and assaults, the trafficking of illicit drugs and firearms, carjacking, and other violent crimes. The Governmental Unit wants to work cooperatively with the BCA Violent Crime Reduction Unit (“VCRU”), which is operated by the BCA.

1. **Term of Agreement.**
 - A. **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
 - B. **Expiration Date.** This Agreement expires three (3) years from the Effective Date, unless terminated at an earlier date pursuant to clause 14.
 - C. This Agreement does not establish an employment relationship between the BCA and the Governmental Unit, nor any persons performing under the Agreement.
2. **Purpose.** The Governmental Unit and the BCA enter into this Agreement to facilitate the cooperation and coordination of the Governmental Unit with the work of the VCRU, which uses an array of proactive and reactive investigative techniques to prevent, investigate, and prosecute violent crime; gathers information necessary to identify crime patterns and uses this information to develop strategies for prevention and enforcement; and conducts outreach and education to community members, groups, and stakeholders in order to facilitate the creation and implementation of solutions to deter and prevent violent crime.
3. **Responsibilities of the Governmental Unit.** The VCRU’s interagency collaborative approach is implemented via the performance of the following activities by the Governmental Unit and any individuals working with the VCRU on its behalf, under the leadership of the Special Agent in Charge of the VCRU (“the SAIC”) and the VCRU’s Assistant Special Agents in Charge (“ASAICs”):
 - A. Assign one or more investigators or employees of the Governmental Unit to the VCRU. This agreement shall refer to them as “Assigned Investigator” or “Assigned Employee,” throughout. These Assigned Investigators or Assigned Employees must be approved to participate in VCRU activities, in advance of doing so, by the BCA’s Deputy Superintendent – Investigations. During the period of assignment to this task force, the Governmental Unit will remain responsible for

establishing the salary and benefits, including overtime, of the Assigned Investigator(s) and/or Assigned Employee(s), and for making all payments due them. BCA will reimburse the Governmental Unit for the full salary and fringe costs of the assigned employee, and will reimburse overtime costs of the assigned employee up to \$21,000.00.

- B. Be willing and able to respond and/or work jointly on violent crimes and complete any duties assigned to the Governmental Unit, by the SAIC, for the duration of the term of this Agreement.
- C. Conduct investigations in accordance with provisions of state and federal law, BCA policies and operating procedures as indicated herein, and any other investigative standards required of a BCA Special Agent.
- D. Investigate illicit firearms trafficking crimes committed by organized groups or individuals, including the trafficking in illicit firearms parts and the illicit manufacture of firearms.
- E. Investigate homicide, assault, carjacking and other crimes against the person as directed by the SAIC/ASAICs, utilizing best investigative practices to create prosecutable cases, and providing support to victims and witnesses involved therein.
- F. Investigate illicit street racing and automobile theft cases with a focus on identifying and disrupting organizations or networks of individuals involved in the commission or facilitation of such crimes.
- G. Where indicated to have a nexus with firearms crimes or other violent crimes under VCRU investigation, investigate illicit drug trafficking crimes as necessary to facilitate VCRU investigative purposes.
- H. Participate in operations to apprehend dangerous fugitives as directed by the SAIC/ASAICs.
- I. Maintain accurate records of prevention, education, and enforcement activities, to be collected and forwarded quarterly to the SAIC for statistical reporting purposes.
- J. Prepare an operational briefing sheet for each active operation, including deconfliction measures as directed, to be approved by the SAIC/ASAICs.
- K. Prepare investigative reports to be submitted to the BCA's chain of command.
- L. Ensure evidence collected is appropriately collected, accounted for, and retained in a BCA-authorized secure facility.
- M. Each assigned investigator will be issued a body-worn camera by the BCA, to be utilized in the course of VCRU activities. Assigned investigators will adhere to BCA's policies regarding body-worn cameras, and shall ensure footage captured by BCA-issued cameras is appropriately uploaded to the BCA system(s).
- N. Participate in training as directed by the SAIC/ASAICs or designee(s).
- O. While conducting VCRU activities, adhere to the following BCA policies and/or procedures:
 - 1. BCA-1008 Operation of a State Vehicle
 - 2. DPS-5100 Acceptable Use of Department Computers, Electronic Equipment, Information Systems and Resources
 - 3. INV-7002 Informants
 - 4. INV-7003 Confidential Funds
 - 5. INV-7004 Police Pursuits and Emergency Vehicle Operations
 - 6. INV-7010 Critical Incidents
 - 7. INV-7013 Evidence Handling
 - 8. INV-7014 Procession of Property Seized for Administrative Forfeiture
 - 9. INV-7015 Inventory of Seized Impounded Vehicles

10. INV-7016 Consumption of Alcoholic Beverages
 11. INV-7017 Reverse Undercover Drug Operations
 12. INV-7020 Radio Communications
 13. INV-7022 Cellular Exploitation Equipment
 14. INV-7026 Online Resources and Social Media in Investigative Activities
 15. INV-7030 Consular Notification
 16. INV-7033 Unmanned Aircraft Systems
 17. INV-7034 Conflicts of Interest
 18. INV-7035 Search Warrants for Nighttime and/or Unannounced Entry
 19. INV-7037 Body Worn Cameras
- P. While conducting VCRU activities, adhere to required policies, operations plans, or other operational guidance issued by the SAIC/ASAICs, including new policies governing VCRU activities as directed.
- Q. Assigned Investigators must comply with the use of force provisions of their home agency's policies/procedures. Assigned Investigators must also comply with directives issued by the SAIC/ASAICs. In the event of a conflict between the use of force requirements of the Assigned Investigator's home agency policy, and the policies or directives of the VCRU, the policies and procedures of the home agency shall govern. Prior to deployment in the field, Assigned Investigators will confer with the VCRU SAIC/ASAIC to identify any potential use of force policy conflicts and work to resolve them in advance of operational activities.
- R. Utilize task management and accountability programs and procedures, including Time Tracker, as directed by the SAIC/ASAICs.
- S. Submit all requests in the requested format for reimbursement in a timely manner to the SAIC.
4. **Responsibilities of the BCA.** The aforementioned approach will be implemented via the performance of the following activities by the BCA:
- A. The BCA will provide the VCRU with a BCA Special Agent in Charge to serve as the SAIC of the VCRU.
 - B. Provide guidance and training, as appropriate, on all VCRU standards to be followed by the Governmental Unit, Assigned Investigators, and Assigned Employees.
 - C. Review, approve or decline, or request additional information on appropriately submitted and pre-approved reimbursement requests, within three (3) business days of receipt.
 - D. Provide reimbursement within thirty (30) business days of the appropriately submitted and pre-approved reimbursement requests directly to the Governmental Unit.
 - E. Provide supplies and equipment to Assigned Investigators and Assigned Employees. Supplies issued to Assigned Investigators include, but are not limited to, a squad vehicle, a body worn camera, a computer, a cellular phone, and office supplies. Supplies issued to civilian Assigned Employees include, but are not limited to, a computer, a cellular phone, and office supplies. Supplies issued to Assigned Investigators and Assigned Employees remain the property of the State of Minnesota, and shall be remitted back to the BCA when the Assigned Investigator or Assigned Employee leaves the VCRU.
 - F. Provide copies of body worn camera footage that captures or documents the activities of the Governmental Unit's Assigned Investigator for purposes of internal review/investigation by the Governmental Unit, upon request of the

Assigned Investigator's chief law enforcement officer. Body worn camera recordings shall be treated in accordance with the Minnesota Government Data Practices Act, the premature disclosure of which could reasonably be expected to interfere with criminal investigation and prosecution. The Governmental Unit shall not further disseminate the recording(s) beyond the Governmental Unit or release to the public without consultation with the BCA.

- G. Provide evidence storage at BCA headquarters or a BCA-approved secure facility.
- H. Proceeds from assets seized through VCRU activities and forfeited through judicial proceedings shall be maintained in a separate fund administered by the state, for purposes of offsetting equipment expenses, future salaries, and other expenses incurred by the VCRU. The BCA retains the right to distribute proceeds from forfeited assets to the Governmental Unit at its discretion.

5. **Standards of the Governmental Unit.** The following standards must be met by the Governmental Unit, each Assigned Investigator, and each Assigned Employee:

- A. Assigned Investigators must be licensed peace officers in good standing with the Minnesota Peace Officer's Standards and Training Board (POST). Assigned Investigators and Assigned Employees must be in good standing with their home agency.
- B. Assigned investigators and Assigned Employees must be skilled in a broad array of investigative technologies and techniques, to be used as appropriate, throughout their work with the VCRU.
- C. Assigned Investigators and Assigned Employees must utilize task management and accountability programs and procedures, including Time Tracker, as directed by the SAIC/ASAICs.
- D. Assigned Investigators and Assigned Employees will follow all applicable and appropriate state and/or federal laws in all VCRU-related activities.
- E. Assigned Investigators and Assigned Employees must be employed by the Governmental Unit.
- F. Assigned Investigators and Assigned Employees must follow best law enforcement practices in the discharge of their VCRU duties, conducting themselves with the highest degree of professionalism, avoiding any conflicts of interest, and conducting their activities impartially.

6. **Employment Relationship.** This agreement does not create an employment relationship between the Assigned Investigators and/or Assigned Employees and the BCA. All Assigned Investigators & Assigned Employees from the Governmental Unit shall continue to be employed and directly supervised by the same Governmental Unit currently employing that member, regardless of their participation in VCRU activities. All services, duties, acts or omissions performed by the Assigned Employee or Assigned Investigator will be within the course and duty of their employment and, therefore, covered by any benefits or protections provided them as employees of the Governmental Unit. This includes, but is not limited to, workers compensation, health, and dental benefits. Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities possessed by an Assigned Investigator and Assigned Employee of the Governmental Unit.

7. **Reimbursement of Expenses.** In order to obtain reimbursement for expenses associated with activities of the VCRU, the Governmental Unit must:

- A. Submit a written request, in the appropriate format, for pre-approval of the reimbursement for funds expended as a result of the activities of the VCRU.
- B. If and when this pre-approval is received, the Governmental Unit may expend

funds to be reimbursed within the limitations of the pre-approval.

- C. In order to receive reimbursement following this expenditure, the Governmental Unit must supply original receipts to be reimbursed on the aforementioned pre-approvals.

8. Authorized Representatives.

The BCA's Authorized Representative is the individual noted below, or his/her successor:

Name: Scott Mueller, Deputy Superintendent
 Address: Department of Public Safety, Bureau of Criminal Apprehension
 1430 Maryland Avenue East
 Saint Paul, MN 55106
 Telephone: 651-793-1129
 Email: Scott.D.Mueller@state.mn.us

The Governmental Unit's Authorized Representative is the individual noted below or his/her successor:

Name: Bob Fletcher, Sheriff
 Address: 425 Grove St
 St Paul, MN 55101
 Telephone: 651.266.9333
 Email: bob.fletcher@co.ramsey.mn.us

If either of the Parties must change their Authorized Representative, notice must be provided, in writing, to the other party.

If either Authorized Representative will be unavailable for a significant period of time, a temporary Authorized Representative may be assigned via the same notice process.

9. Assignment, Amendments, Waiver, and Agreement Complete.

- A. **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- B. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by both Parties, through their Authorized Representatives.
- C. **Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- D. **Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 10. **Liability.** The Parties agree that each will be responsible for its own acts, omissions, and/or the results thereof, to the extent permitted by law and shall not be responsible for the acts or omissions of any others, and/or the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

- 11. **Audits.** Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or

Legislative Auditor for a minimum of six (6) years from the end of this Agreement.

12. **Government Data Practices.** The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- A. If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the BCA's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.
13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings that result out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **Expiration and Termination.** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the end of the 30 days. Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the VCRU SAIC all investigative equipment and supplies provided by the VCRU and/or the BCA.
15. **Survival of Terms.** The following clauses survive the expiration or cancellation of this Agreement: 10, Liability; 11, Audits; 12, Government Data Practices; and 13, Venue.

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1) STATE ENCUMBRANCE VERIFICATION
Individual Certifies that funds have been encumbered as
required by Minnesota Statutes §§ 16A.15 and 16C.05

2) DEPARTMENT OF PUBLIC SAFETY;
BUREAU OF CRIMINAL APPREHENSION

Signed: _____

By: _____
(with delegated authority)

Date: _____

Title: _____

SWIFT PO Number: 3-93155

Date: _____

3) GOVERNMENTAL UNIT

The Governmental Unit certifies that the appropriate person(s) has (have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By: _____
Trista Martinson

Title: Chair, Ramsey County Board of Commissioners

Date: _____

By: _____
Mee Cheng

Title: Chief Clerk, Ramsey County Board of Commissioners

Date: _____

APPROVAL RECOMMENDED:

By: Bob Fletcher
Bob Fletcher

Title: Ramsey County Sheriff

Date: 2/2/2024

APPROVED AS TO FORM:

By: Bradley Cousins
Bradley Cousins

Title: Assistant Ramsey County Attorney

Date: 2/2/24

4) COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

Board of Commissioners

Request for Board Action

Item Number: 2023-604

Meeting Date: 2/6/2024

Sponsor: Finance

Title

2024 Capital Improvement Program Bond Ordinance Series 2024A - Parameters Resolution

Recommendation

1. Approve the attached Resolution authorizing the sale of General Obligation Capital Improvement Plan Bonds, Series 2024A including the terms and parameters for the general obligation bonds Series 2024A.
2. Establish the Pricing Committee, which consists of the County Board Chair (County Board Vice-Chair as alternate), County Manager and Chief Financial Officer.
3. Authorize the Pricing Committee to see the 2024A general obligation bonds if all parameters are met.

Background and Rationale

Each year, Ramsey County issues general obligation bonds that allow for investments in county facilities and to address other capital needs. The bonding process includes many reports to the Ramsey County Board, including an ordinance process and resolutions for the sale of the bonds. Previously, a specific sale date is set for the bonds and the details of the sale, including the rates, are reported to the Ramsey County Board at their next meeting.

Last year, the Finance department brought forward a parameters resolution for the Ramsey County Board's consideration. This resolution allows flexibility of the sale date based on the market on any given day and sets parameters for the circumstances in which the county can sell the bonds. The stock market can be very volatile and change from one day to the next as it responds to economic news, politics, Federal Reserve meetings and many other factors. In order to get the best value and be responsive to outside influences in the market, having more flexibility on the date of bond sales is recommended therefore staff are requesting the same process with a parameters resolution this year. The attached resolution delegates the Ramsey County Board's authority to the Pricing Committee, which includes the County Board Chair (County Board Vice-Chair as alternate), County Manager and Chief Financial Officer, to approve the sale of the bonds within the following parameters:

1. The total par amount of the bonds shall not exceed \$19,500,000;
2. The rate on the bonds shall not exceed 5.00% on a True Interest Cost basis; and
3. The final maturity of the bonds shall be no later than February 1, 2044.

The goal is to sell the 2024A bonds on February 12, 2024, and report to the Ramsey County Board on February 20, 2024. With this flexibility, Finance will work with its financial advisor, Baker Tilly Municipal Advisors, LLC, to look at rates and market conditions going into that date and decide if it is the right time or if the county should wait for better market conditions. Once the bond bids are received, the Pricing Committee will meet to review against the parameters and approve the sale. Once the bonds are sold, Finance will report back the Ramsey County Board on the details of the sale. This allows more flexibility and for the county to be responsive to the market and get the best rates possible. If the sale does not stay within the parameters set

forth, Finance will return to the Ramsey County Board for revised authority.

County Goals (Check those advanced by Action)☐ Well-being☒ Prosperity☒ Opportunity☐ Accountability**Racial Equity Impact**

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

Community Participation Level and Impact

Ramsey County issues bonds to finance capital improvements identified in its annual capital improvement plan which is developed with public participation through the Capital Improvement Program Citizen's Advisory Committee (CIPAC), an advisory committee comprised of 14 residents, appointed by the Ramsey County Board, to assure public participation in the decision-making process. CIPAC reviews, rates, and recommends capital improvement projects. The Ramsey County Board also held a public hearing on November 28, 2023, as part of the Capital Improvement Program Bond Ordinance process to afford the public an opportunity to comment on each proposed project. Direct community participation should be incorporated through the county departments in the development of the programs and services associated with each capital project.

☒ Inform☒ Consult☒ Involve☐ Collaborate☐ Empower**Fiscal Impact**

The projects and financing are authorized in the 2024 CIP Budget and Financing Plan. The debt service required is included in the 2024 budget.

Last Previous Action

On December 12, 2023, the Ramsey County Board authorized for 2024A bond sale and set February 12, 2024, as the bond sale and award date for proposals received and report to the Ramsey County Board on February 20, 2024 (Resolution B2023-248).

On December 12, 2023, the Ramsey County Board approved the 2024 Capital Improvement Program bond ordinance (Resolution B2023-247).

On November 28, 2023, the Ramsey County Board waived the second reading of the 2024 Capital Improvement Program bond ordinance (Resolution B2023-209) and held a public hearing.

On November 14, 2023, the Ramsey County Board waived the first reading of the proposed 2024 Capital Improvement Program bond ordinance (Resolution B2023-192).

Attachments

1. Resolution authorizing the sale of General Obligation Capital Improvement Plan Bonds, Series 2024A
2. Proposed Schedule - 2024 Capital Improvements Program Bond Sale

Board of Commissioners of
Ramsey County, Minnesota

RESOLUTION NO. _____

Title: Resolution authorizing the sale of General Obligation Capital Improvement Plan Bonds, Series 2024A

Background and Rationale:

Ramsey County, Minnesota (the “County”) has adopted a Capital Improvement Plan for the years 2024 to 2028 (the “Plan”) pursuant to authority of its Home Rule Charter, rather than Minnesota Statutes, Section 373.40, Subdivision 3, and the Plan and a 2024 capital improvement budget provide for the financing and construction of various capital improvements in the County.

The Board of Commissioners of the County, by an ordinance adopted November 14, 2023, has determined that it is necessary and expedient to issue bonds in an aggregate principal amount, of up to \$19,500,000 plus the amount of any premium to finance (1) the costs of improvements set forth in the 2024 capital improvement budget of the County, as approved and amended, (2) the costs of any other improvements set forth in the County’s capital improvement budgets of any year and any other capital expenditures authorized by the County, to the extent proceeds of the Bonds are not expended on improvements set forth in the 2024 capital improvement budget, as approved and amended, pursuant to its Home Rule Charter and Minnesota Statutes, Chapter 475.

The ordinance was published on November 28, 2023, and has not been subjected to referendum by a petition filed within 45 days after said publication and is now effective.

It is necessary and expedient to the sound financial management of the affairs of the County to issue its General Obligation Capital Improvement Plan Bonds, Series 2024A (the “Bonds”), subject to certain parameters provided herein, in the aggregate principal amount of approximately \$19,500,000 plus the amount of any premium, to finance (1) various capital improvement projects in accordance with the County’s 2024 capital improvement budget, as approved and amended, including the acquisition and renovation of a building to be used as office space for the County (collectively, the “Improvements”) or (2) the costs of any other improvements set forth in the County’s capital improvement budgets of any year and any other capital expenditures authorized by the County, to the extent proceeds of the Bonds are not expended on improvements set forth in the 2024 capital improvement budget, as approved and amended.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Ramsey County, Minnesota, as follows:

Section 1. Sale of Bonds.

1.01 Terms of Bond Sale; Notice; Pricing Committee. The County has retained Baker Tilly Municipal Advisors LLC, St. Paul, Minnesota (“Baker Tilly”) as independent municipal advisor, and, pursuant to Minnesota Statutes, Section 475.60, subdivision 2, paragraph 9, Baker Tilly is hereby authorized to solicit proposals for the Bonds on behalf of the County on a competitive basis without requirement of published notice. The terms of the Bonds and the sale thereof shall be approximately as set forth in the Terms of Proposal attached as **Exhibit A** hereto, which are hereby approved, as may be adjusted in accordance with the parameters set forth herein. The County hereby determines to sell the Bonds in accordance with the procedures set forth in **Exhibit A**. The County hereby establishes a pricing committee with respect to the sale of the Bonds comprised of the County Board Chair or the County Board Vice Chair,

the County Manager, and the Chief Financial Officer (the “Pricing Committee”). The Pricing Committee is authorized and directed, upon satisfaction of the conditions for the issuance of the Bonds under the Act and with the advice of Baker Tilly MA, to (i) review proposals for the sale of the Bonds; (ii) award the sale of the Bonds to the prospective purchaser (the “Purchaser”), not later than 90 days from the date hereof, in an aggregate principal amount not to exceed \$19,500,000 plus any premium, with a true interest cost not to exceed 5.00% and a final maturity not later than February 1 2044; (iii) approve the dates for optional redemption or any mandatory sinking fund redemption schedule; and (iv) approve the tax levy for the repayment of the Bonds. Subject to a determination by the Pricing Committee, the County hereby approves the sale of the Bonds to the Purchaser, at the price, par bond principal amount, maturity schedule, and rates to be determined by the Pricing Committee based on the lowest true interest cost.

1.02 Contract with the Purchaser. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Account of the Fund hereinafter created, or deposited in the Construction Account of the Fund hereinafter created, as determined by the Finance Director/Chief Finance Officer after consultation with the County’s municipal advisor. The Chair of the County Board, Chief Clerk and County Manager are authorized to execute a contract with the Purchaser on behalf of the County, if requested by the Purchaser.

1.03 Terms and Principal Amounts of the Bonds. Subject to a determination by the Pricing Committee, the County will forthwith issue and sell the Bonds, pursuant to the Act, in an aggregate principal amount not to exceed \$19,500,000 plus any premium, originally dated the date of issuance, in fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as determined by the Pricing Committee, and maturing on February 1 in the years and amounts as determined by the Pricing Committee.

1.04 Optional Redemption. The Pricing Committee will determine whether and when the Bonds will be subject to optional redemption prior to maturity. If the Bonds are subject to optional redemption, the following provisions shall apply: Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 2. Registration and Payment.

2.01 Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02 Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2025, to the registered owners of record thereof as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

2.03 Registration. The County will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the County and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Bonds and the registration of transfers and exchanges of the Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the registered owner’s attorney in writing.

(d) Cancellation. All Bonds surrendered upon a transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the County.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer such Bond until the Registrar is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The County and the Registrar may treat the person in whose name a Bond, at any time, is registered, as of the applicable record date, in the bond register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner’s order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for each transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the County and the Registrar will be named as obligees. Bonds so surrendered to the

Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the County. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it will not be necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 days prior to the redemption date to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04 Appointment of Initial Registrar. The County hereby appoints U.S. Bank Trust Company, National Association, St. Paul, Minnesota as the initial Registrar. The Chair and the Chief Clerk are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The County agrees to pay the reasonable and customary charges of the Registrar for the services performed. The County reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the County Finance Director/Chief Finance Officer will transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05 Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the County Finance Director/Chief Finance Officer and executed on behalf of the County by the signatures of the Chair of its Board of Commissioners, its Chief Clerk, and its County Manager, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of the Bonds, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the County Finance Director/Chief Finance Officer will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as set forth in **EXHIBIT A**.

3.02 Approving Legal Opinion. The County Finance Director/Chief Finance Officer is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and will cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01 Funds and Accounts. There is hereby created a special fund to be designated the “General Obligation Capital Improvement Plan Bonds, Series 2024A Fund” (the “Fund”) to be administered and maintained by the Finance Director/Chief Finance Officer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. The Fund shall be maintained in the manner herein specified until the Bonds have been fully paid. There shall be maintained in the Fund two separate accounts, to be designated the “Construction Account” and “Debt Service Account”, respectively, to which shall be credited and debited all income and disbursements as hereinafter set forth.

(i) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds, plus any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Construction Account in accordance with Section 1.02, less the appropriations made in paragraph (ii). From the Construction Account there shall be paid the costs and expenses of the Improvements, including the cost of any contracts heretofore let or entered into and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65, and the costs of issuance of the Bonds; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the Improvements there shall remain any unexpended balance in the Construction Account, the balance may be transferred by the Board of Commissioners to the fund of any other capital improvement undertaken pursuant to the Plan, or used to pay the costs of any other purpose permitted by law.

(ii) Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (a) the proceeds of the ad valorem taxes herein or hereafter levied (the “Taxes”) for the Bonds, (b) capitalized interest financed from Bond proceeds, if any; (c) any amount over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Account in accordance with Section 1.02; (d) all investment earnings on amounts in the Debt Service Account; and (e) any other funds appropriated for the payment of principal or interest on the Bonds. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Account to pay the same, the Finance Director/Chief Finance Officer is directed to pay such principal or interest from the general fund or other funds of the County, and such fund will be reimbursed for those advances out of the proceeds of Taxes when collected.

4.02 Filing. The County Manager, or designee, is authorized and directed to file a certified copy of this resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act and the tax levy required by law has been made.

4.03 Tax Levy; Coverage Test.

(a) To provide moneys for payment of the principal and interest on the Bonds, there is hereby levied upon all of the taxable property in the County a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the County. The Taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts as to be set for in the certificate of the Pricing Committee.

(b) The tax levies are such that if collected in full they, together with estimated collections of other revenues herein pledged for the payment of the Bonds, will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

Section 5. Authentication of Transcript.

5.01 County Proceedings and Records. The officers of the County are authorized and hereby directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the County relating to the Bonds and to the financial condition and affairs of the County, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the County as to the facts stated therein.

5.02 Certification as to Official Statement. The Chair of the Board of Commissioners, the Chief Clerk, the County Manager and Finance Director/Chief Finance Officer or any of them, are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is, as of the date thereof, a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement, as it relates to the County and the Bonds.

5.03 Other Certificates. The Chair of the Board of Commissioners or the Vice Chair of the Board of Commissioners, the Chief Clerk, the County Manager and Finance Director/Chief Finance Officer or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the County or incumbency of its officers, at the closing the Chair of the Board of Commissioners, the Chief Clerk, the County Manager and Finance Director/Chief Finance Officer or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Director of Finance shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04 Electronic Signatures. The electronic signature of the Chair of the Board of Commissioners, the Vice Chair of the Board of Commissioners, the Chief Clerk, the County Manager and Finance Director/Chief Finance Officer, or any of them, to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the County thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01 Tax Exempt Bonds. The County covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its

power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the County will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments and limitations on amounts invested at a yield greater than the yield on the Bonds.

6.02 Rebate. The County will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds and the rebate of excess investment earnings to the United States (unless the County qualifies for any exception from rebate requirements based on timely expenditure of proceeds of the Bonds, in accordance with the Code and applicable Treasury Regulations).

6.03 Not Private Activity Bonds. The County further covenants not to use the proceeds of the Bonds or to cause or permit the facilities financed by the Bonds, or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04 No Designation of Qualified Tax-Exempt Obligations. The Certificate has not been designated as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code.

6.05 Procedural Requirements. The County will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of County.

7.01 DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in the Pricing Certificate. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02 Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the County, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The County, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the County’s obligations with respect to payment of principal of,

premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the County Director of Finance of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.,” will refer to such new nominee of DTC; and upon receipt of such a notice, the County Director of Finance will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03 Representation Letter. The County has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the County with respect to the Bonds will agree to take all action necessary for all representations of the County in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04 Transfers Outside Book-Entry System. In the event the County, by resolution of the Board of Commissioners, determines that it is in the best interests of the persons having beneficial interests, in the Bonds that they be able to obtain Bond certificates, the County will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the County will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the County will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05 Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01 County Compliance with Provisions of Continuing Disclosure Certificate. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the County to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this section.

8.02 Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Chair of the Board of Commissioners, the Chief Clerk and the County Manager and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 9. Defeasance. When all of the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the County for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The County may discharge the Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient

for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Section 10. Reimbursement. (a) The County reasonably expects to reimburse the expenditures made for certain costs of the Improvements from the proceeds of tax-exempt bonds in a principal amount currently estimated not to exceed \$19,500,000. All reimbursed expenditures related to the Improvements will be capital expenditures, costs of issuance of the tax-exempt bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) under the Internal Revenue Code of 1986, as amended.

(b) This declaration of official intent (the “Declaration”) has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of tax-exempt bonds, except for the following expenditures: (a) costs of issuance of tax-exempt bonds; (b) costs in an amount not in excess of the lesser of \$100,000 or 5% of the proceeds of the tax-exempt bonds; or (c) “preliminary expenditures” up to an amount not in excess of 20% of the aggregate issue price of the tax-exempt bonds that are reasonably expected by the County to finance the Improvements. The term “preliminary expenditures” includes architectural, engineering, surveying, soil testing, bond issuance and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of the Improvements, excluding land acquisition, site preparation, and similar costs incident to commencement of construction.

(c) This Declaration is an expression of the reasonable expectations of the County based on the facts and circumstances known to the County as of the date hereof. The anticipated original expenditures for the Improvements and the principal amount of the Bonds are consistent with the County’s budgetary and financial circumstances. No sources other than proceeds of tax-exempt bonds are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside pursuant to the County’s budget or financial policies to pay such expenditures for which bonds are issued.

Section 11. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY

R-_____

\$_____

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN
BOND, SERIES 2024A

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%		_____, 2024	

REGISTERED OWNER: CEDE & CO.

RAMSEY COUNTY, MINNESOTA a duly organized and existing municipal corporation (the “County”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the Maturity Date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual Rate specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable February 1 and August 1 in each year, commencing February 1, 2025, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, St. Paul, Minnesota,, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

The County may elect on February 1, 203__, and on any date thereafter to prepay Bonds maturing on or after February 1, 203__. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The County Board has not designated the issue of Bonds of which this Bond forms a part as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

This Bond is one of an issue in the aggregate principal amount of \$19,500,000 all of like original issue date and tenor, except as to number, maturity date, interest rate, denomination and redemption

privilege, all issued pursuant to a resolution adopted by the Board of Commissioners on February 6, 2024 (the "Resolution"), for the purpose of providing money to pay for the cost of (1) the costs of various capital improvements set forth in the 2024 capital improvement budget of the County, as approved, (2) the costs of any other improvements set forth in the County's capital improvement budgets of any year and any other capital expenditures authorized by the County, to the extent proceeds of the Bonds are not expended on improvements set forth in the 2024 capital improvement budget, as approved and amended, pursuant to its Home Rule Charter and Minnesota Statutes, Chapter 475. The principal hereof and the interest hereon are payable from ad valorem taxes levied on all taxable property in the County, all as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the County are irrevocably pledged for payment of this Bond and the Board has obligated itself to levy additional ad valorem taxes on all taxable property in the County in the event of any deficiency in ad valorem taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the County at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the County will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The County and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the County nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota and the charter of the County to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Bond, together with all other debts of the County outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional, statutory or charter limitation of indebtedness.

IN WITNESS WHEREOF, Ramsey County, Minnesota, by its Board of Commissioners has caused this Bond to be sealed with its official seal or a facsimile thereof, which may be omitted as permitted by law, and to be executed on its behalf by the facsimile signature of the Chair of its Board of Commissioners, attested by the facsimile signature of its Chief Clerk, and countersigned by the facsimile signature of its County Manager.

Date of Registration:

Registrable by: U.S. Bank Trust Company, National
Association, St. Paul, Minnesota

Payable at: U.S. Bank Trust Company, National
Association, St. Paul, Minnesota

RAMSEY COUNTY, MINNESOTA

Chair of the Board of Commissioners

Attest:

Chief Clerk

Countersigned:

County Manager

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA - _____ as custodian for _____

(Cust) (Minor)
under the _____ Uniform Transfers to Minors Act
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

_____, 2024

Registered Owner

Cede & Co.
Federal ID #13-2555119

Signature of
Registrar

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

COUNTY AUDITOR’S CERTIFICATE AS
TO TAX LEVY AND REGISTRATION

I, the undersigned, being the duly qualified and acting County Auditor of Ramsey County, DO
HEREBY CERTIFY that on the date hereof there was filed in my office a certified copy of a resolution
adopted on February 6, 2024, by the Board of Commissioners of Ramsey County, Minnesota (the
“County”), and the accompanying Certificate of Pricing Committee levying taxes for the payment of
\$19,500,000 General Obligation Capital Improvement Plan Bonds, Series 2024A, dated as of date of
delivery, have been filed in my office and said obligations have been registered on the register of obligations
in my office and that such tax has been levied as required by law.

WITNESS this _____ day of _____, 2024.

County Auditor

Ramsey County, Minnesota
General Obligation Capital Improvement Plan Bonds, Series 2024A
Proposed Schedule of Events

<u>Date</u>	<u>Event</u>
November 14	First Reading of Ordinance and Set Date for Public Hearing on Ordinance
November 28	Second Reading Ordinance and hold Public Hearing on Ordinance
December 12	Action on Bond Ordinance Considers Resolution Authorizing the Sale of the Bonds Start of Forty-five (45) day Referendum Petition period
January 28	Ordinance becomes effective. End of Forty-five (45) day Referendum Petition period
February 6	Consider Parameters Resolution and Delegating Authority to Award the Bonds
February 12	Sale of the Series 2024A Bonds
February 20	Results of the Series 2024A Bonds sale presented to the County Board
March 14	Settlement of the Series 2024A Bonds, receipt of proceeds

Board of Commissioners

Request for Board Action

Item Number: 2024-027

Meeting Date: 2/6/2024

Sponsor: Policy & Planning

Title

Countywide Strategic Plan Update

Recommendation

None. For information and discussion only.

Background and Rationale

County staff will share an update on the countywide Strategic Plan for 2024-2025.

Attachments

None.