



Board of Commissioners

Agenda

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

May 14, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

- 1. Agenda of May 14, 2024 is Presented for Approval** [2023-663](#)
Sponsors: County Manager's Office
Approve the agenda of May 14, 2024.
- 2. Minutes from May 7, 2024 are Presented for Approval** [2023-684](#)
Sponsors: County Manager's Office
Approve the May 7, 2024 Minutes.

PROCLAMATION

- 3. Proclamation: American Indian Month** [2024-117](#)
Sponsors: Workforce Solutions
- 4. Proclamation: Mental Health Awareness Month** [2024-137](#)
Sponsors: Public Health
- 5. Proclamation: Police Week** [2024-122](#)
Sponsors: Sheriff's Office

NORTHLAND CUP PIN CEREMONY

ADMINISTRATIVE ITEMS

- 6. Agreement with Foley Professional Golf Service, LLC for Golf Professional Services at Keller Golf Course.** [2024-158](#)
Sponsors: Parks & Recreation

1. Approve the agreement with Foley Professional Golf Service, LLC, 1301 Berwick Lane,

Mahtomedi, MN 55115, for golf professional services at Keller Golf Course located at 2168 Maplewood Drive, Maplewood, MN 55109 from May 15, 2024, through December 31, 2033, with an option to extend for an additional five-year term for the estimated amount of \$1,700,000 during the initial 10-year term.

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

7. Agreement with Morcon Construction Company, Inc. for Metro Square Lower Level Conference Center Remodel Project [2024-159](#)

Sponsors: Property Management

1. Approve the selection of and agreement with Morcon Construction Company, Inc., 5151 Industrial Boulevard Northeast, Fridley, MN 55421, for the Metro Square Lower Level Conference Center Remodel project, for the period of May 14, 2024 through May 13, 2025, in the not-to-exceed amount of \$787,850.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

8. Fourth Amendment to Lease Agreement with Face to Face Health & Community Services, Inc. [2024-156](#)

Sponsors: Property Management, Housing Stability

1. Approve the Fourth Amendment to the Lease Agreement with Face to Face Health & Community Services, Inc., 1156 Arcade Street, Saint Paul, MN 55106, for the existing leased space, and an additional 5,088 square feet of office space, in the Annex of the Metro Square Building, 121 7th Place East, Saint Paul, MN 55101, for the period from amendment commencement date through June 30, 2032, and for a rental rate equal to the Ramsey County blended rate for county departments.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.
3. Authorize the County Manager to execute non-financial documents and certifications related to the Lease Agreement or changes in property ownership.

9. Grant Agreements with the Minnesota Department of Public Safety for Community Crime Prevention Programs [2024-150](#)

Sponsors: Sheriff's Office

1. Ratify the submittal of the grant applications to the Minnesota Department of Public Safety, Office of Justice Programs, for Community Crime Intervention and Prevention Programs.
2. Accept a grant award and approve a grant agreement with Minnesota Department of Public Safety for community-based programming for crime prevention services for communities most impacted by violence, for the period of May 14, 2024 to December 31, 2025 in the amount of \$250,000.
3. Accept a grant award and approve a grant agreement with Minnesota Department of Public Safety for community-based programming for crime prevention services, including community outreach, for the period of May 14, 2024 to December 31, 2025 in the amount of \$425,000.
4. Authorize the Chair and Chief Clerk to execute the grant agreements.
5. Authorize the County Manager to enter into agreement 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 funds.

6. Approve an increase in the personnel complement of the Sheriff's Office by 2.0 Full-Time Equivalent Deputy Sheriffs.

10. Amendments to the Administrative Code - Chapter 4, Economic Growth and Community Investment and Safety & Justice Service Teams [2024-153](#)

Sponsors: County Manager's Office

1. Approve the amendments to the Administrative Code - Chapter 4, Economic Growth and Community Investment and Safety & Justice Service Teams.
2. Direct the Chief Clerk to the Ramsey County Board to amend the Administrative Code to reflect these approved amendments.

11. Support for Nominations to National Association of Counties' 2024 Leadership Positions [2024-140](#)

Sponsors: Board of Commissioners

1. Support the candidacy of Commissioner Trista Martinson for: Chair or Vice Chair of the Veterans and Military Services Committee, Member of the Large Urban County Caucus and Member of Community, Economic & Workforce Committee.
2. Support the candidacy of Commissioner Mary Jo McGuire for: Member of the Programs and Services Committee, Member of the Large Urban County Caucus and Member of the Arts and Culture Commission.
3. Support the candidacy of Commissioner Rena Moran for: Member of the Large Urban County Caucus and Member of the Justice & Public Safety Committee.
4. Support the candidacy of Commissioner Rafael Ortega for: Member of the Large Urban County Caucus and Member of the Transportation Committee.
5. Support the candidacy of Commissioner Victoria Reinhardt for: Member of the Resilient Counties Advisory Board and Member of the Large Urban County Caucus.
6. Support the candidacy of Commissioner Xiong for: Member of the Human Services & Education Steering Committee; Vice Chair of the Education, Children and Families Subcommittee and Member of the Large Urban County Caucus.

LEGISLATIVE UPDATE

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

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

10:30 a.m. Board Discussion: County Manager Search - Courthouse Room 220, Large Conference

Room

12:00 p.m. Joint County-Courts Meeting - Courthouse Basement Room 42

Advance Notice:

May 21, 2024 County board meeting – Council Chambers

May 28, 2024 County board meeting – Council Chambers

June 4, 2024 County board meeting – Council Chambers

June 11, 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: 2023-663

Meeting Date: 5/14/2024

Sponsor: County Manager's Office

Title

Agenda of May 14, 2024 is Presented for Approval

Recommendation

Approve the agenda of May 14, 2024.



Board of Commissioners

Request for Board Action

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

Item Number: 2023-684

Meeting Date: 5/14/2024

Sponsor: County Manager's Office

Title

Minutes from May 7, 2024 are Presented for Approval

Recommendation

Approve the May 7, 2024 Minutes.

Attachments

1. May 7, 2024 Minutes.



Board of Commissioners

Minutes

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

May 7, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:02 a.m. with the following members present: Moran, Ortega, Xiong, and Frethem (Chair). The following members were absent: Commissioners Martinson, McGuire, and Reinhardt. Also present were acting County Manager Kathy Hedin, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner Moran.

1. Agenda of May 7, 2024 is Presented for Approval [2023-662](#)

Sponsors: County Manager's Office

Approve the agenda of May 7, 2024.

Motion by Xiong, seconded by Ortega. Motion passed.

Aye: Frethem, Moran, Ortega, and Xiong

Absent: Martinson, McGuire, and Reinhardt

2. Minutes from April 23, 2024 are Presented for Approval [2023-683](#)

Sponsors: County Manager's Office

Approve the April 23, 2024 Minutes.

Motion by Xiong, seconded by Ortega. Motion passed.

Aye: Frethem, Moran, Ortega, and Xiong

Absent: Martinson, McGuire, and Reinhardt

PROCLAMATION

3. Proclamation: Asian American and Pacific Islander Heritage Month [2024-090](#)

Sponsors: Human Resources, County Manager's Office

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

4. Proclamation: Correctional Officers Week [2024-121](#)

Sponsors: Sheriff's Office, Community Corrections

Presented by Commissioner Xiong. Discussion can be found on archived video.

PRESENTATION OF AWARD

5. Ramsey County Employee Achievement Award: Cyndy Melby, Ramsey County Attorney's Office [2024-067](#)

Sponsors: Human Resources

None. For information and discussion only.

Presented by Commissioner Moran. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

6. 2024 Special Board of Appeal and Equalization [2024-151](#)

Sponsors: County Assessor's Office

1. Appoint the Special Board of Appeal and Equalization members and designated chairs, to conduct the 2024 Ramsey County Special Board of Appeal and Equalization, as needed, on meeting days June 17, 2024 and adjourn on completion of business (excluding Saturday):
 - Jan Rapheal - District 1
 - Mitch Corbin - District 2
 - Jeanette Jones - District 3
 - Artika Tyner - District 3
 - Susan Gilmer- District 4
 - Ron Stevens (Chair) - District 5
 - Nuyeng Yang- District 6
 - Joy Erickson (Chair) - District 7
 - John Mascari - County Manager appointed
 - Patty Lammers - County Manager appointed
2. Approve the Procedural Rules to be adhered to by the 2024 Ramsey County Special Board of Appeal and Equalization.
3. Approve the Code of Ethics and Conduct Guidelines to be adhered to by the 2024 Ramsey County Special Board of Appeal and Equalization.
4. Authorize the County Manager to approve the payment of expenses for the 2024 Ramsey County Special Board of Appeal and Equalization and expenses for training for 2025 Ramsey County Special Board of Appeal and Equalization members as required by Minnesota Statutes, Section 274.13.

Motion by Moran, seconded by Ortega. Motion passed.

Aye: Frethem, Moran, Ortega, and Xiong

Absent: Martinson, McGuire, and Reinhardt

Resolution: [B2024-070](#)

7. Appointment to the Ramsey County Extension Committee [2024-143](#)

Sponsors: County Manager's Office

Appoint the following individuals to the Ramsey County Extension Committee for a term beginning May 7, 2024 and ending on December 31, 2027.

- Alyssa Fabia
- Donna McDuffie (incumbent)

Motion by Moran, seconded by Ortega. Motion passed.

Aye: Frethem, Moran, Ortega, and Xiong

Absent: Martinson, McGuire, and Reinhardt

Resolution: [B2024-071](#)

8. Appointments to the Capital Improvement Program Advisory Committee [2024-146](#)

Sponsors: Finance

Appoint the following individuals to the Capital Improvement Program Advisory Committee for a term beginning May 7, 2024, and ending August 30, 2026:

- Patrick Ohalloran
- Melissa Favila

Motion by Moran, seconded by Ortega. Motion passed.

Aye: Frethem, Moran, Ortega, and Xiong

Absent: Martinson, McGuire, and Reinhardt

Resolution: [B2024-072](#)

9. Appointments to the Personnel Review Board [2024-144](#)

Sponsors: Human Resources

Appoint the following individuals to the Personnel Review Board for a four-year term beginning May 7, 2024 and ending August 1, 2028:

- Jeff Stephenson
- Beverly Farraher

Motion by Moran, seconded by Ortega. Motion passed.

Aye: Frethem, Moran, Ortega, and Xiong

Absent: Martinson, McGuire, and Reinhardt

Resolution: [B2024-073](#)

10. Appointments to the Ramsey County Library Advisory Board [2024-148](#)

Sponsors: Library

Appoint the following individuals to the Ramsey County Library Board for a one-year term beginning May 7, 2024 through December 31, 2024.

- Alexandra Kovarik
- Sandra Doubek

Motion by Moran, seconded by Ortega. Motion passed.

Aye: Frethem, Moran, Ortega, and Xiong

Absent: Martinson, McGuire, and Reinhardt

Resolution: [B2024-074](#)

11. Appointments to the Parks and Recreation Commission [2024-166](#)

Sponsors: Parks & Recreation

Appoint the following individuals to the Parks and Recreation Commission for a term beginning June 2, 2024, and ending June 2, 2027:

- Harold Harvey
- Brian Tempas
- Gregory Williams

Motion by Moran, seconded by Ortega. Motion passed.

Aye: Frethem, Moran, Ortega, and Xiong
Absent: Martinson, McGuire, and Reinhardt
Resolution: B2024-075

12. Certification of Property Assessed Clean Energy Charges for Energy Improvements

[2024-142](#)

Sponsors: Community & Economic Development

1. Request the County Auditor to remove previous and current assessment and payments on the following property:
Owner: HFS 428, LLC
Property Address: 428 Minnesota Street, Saint Paul, MN 55101
PIN: 31-29-22-43-1573
2. Request the County Auditor to apply previous and current assessment of PIN 31-29-22-43-1573 on the following property:
Owner: HFS 428, LLC
Property Address: 95 7th Place East, Saint Paul, MN 55101
PIN: 31-29-22-43-1572
3. Request the County Auditor to extend the proposed special assessment plus interest on the following property:
Owner: HFS 428, LLC
Property Address: 95 7th Place East, Saint Paul, MN 55101
PIN: 31-29-22-43-1572
Project Type: Energy efficient management system
Assessment Request: \$733,683.50
Interest Rate: 4.25%
Interest Starts Accruing: 01/01/2025
Finance Period: 8 years

Such assessments shall be payable in equal annual principal and interest installments extending over the term of the special assessment. The first of the installments shall be payable with general property taxes in 2024, and shall bear interest at the rates per annum and interest start date stated above, and to the first installment shall be added interest on the entire assessment from the interest start date until December 31 of the tax payable year to which the first installment will be extended, and to each subsequent installment, when due, shall be added interest for one year on all unpaid installments and to each installment shall also be added the special assessment administration fee required by Minnesota Statutes section 429.061, subd. 5.

4. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to extend the assessment for PIN 31-29-22-43-1572 on the property tax lists of the county.

Motion by Moran, seconded by Ortega. Motion passed.

Aye: Frethem, Moran, Ortega, and Xiong
Absent: Martinson, McGuire, and Reinhardt
Resolution: B2024-076

13. Request for Proposals for Communication Services for Individuals In-Custody

[2024-149](#)

Sponsors: Sheriff's Office

Authorize the issuance of Request for Proposals for communication services for individuals in-custody in accordance with the county's procurement policies and procedures, with direction to staff to return to the Ramsey County Board of Commissioners with a recommendation for selection of a contractor.

Discussion can be found on archived video.

Motion by Ortega, seconded by Xiong. Motion passed.

Aye: Frethem, Moran, Ortega, and Xiong

Absent: Martinson, McGuire, and Reinhardt

Resolution: B2024-077

- 14.** Grant Agreements with the Minnesota Department of Public Safety for Therapeutic Youth Treatment Homes and Violence Prevention - Wrap Around Services [2024-123](#)

Sponsors: Health and Wellness, Safety and Justice, County Attorney's Office, Sheriff's Office

1. Ratify the submittal of the grant application to the Minnesota Department of Public Safety for Therapeutic Youth Treatment Homes in the amount of \$4,640,675.
2. Accept a grant award from and approve a grant agreement with the Minnesota Department of Public Safety for Therapeutic Youth Treatment Homes in the amount of \$ \$4,640,675.
3. Ratify the submittal of the grant application to the Minnesota Department of Public Safety for Violence Prevention - Wrap Around Services in the amount of \$4,750,000.
4. Accept a grant award from and approve a grant agreement with the Minnesota Department of Public Safety for Violence Prevention - Wrap Around Services in the amount of \$4,750,000.
5. Authorize the Chair and Chief Clerk to execute the grant agreements.
6. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney's Office, provided the amounts are within the limits of the approved expenditure grant agreement program budget.
7. Approve an increase in personal complement to the Office of Health and Wellness by 2.0 Full Time Equivalents.

Discussion can be found on archived video.

Motion by Moran, seconded by Xiong. Motion passed.

Aye: Frethem, Moran, Ortega, and Xiong

Absent: Martinson, McGuire, and Reinhardt

Resolution: B2024-078

POLICY ITEM

- 15.** Appointment of Commissioner Frethem to the Willow Lake Nature Preserve Foundation Board of Directors and Northeast Youth & Family Services Board of Directors [2024-157](#)

Sponsors: Board of Commissioners

1. Approve the appointment of Commissioner Frethem to the Willow Lake Nature Preserve Foundation Board of Directors through December 31, 2024.
2. Approve the appointment of Commissioner Frethem to the Northeast Youth & Family Services Board of Directors through December 31, 2024.
3. Authorize the Chair to execute such outside boards' internal resolutions, appointing documents and/or other governing documents, effecting or otherwise directly furthering the authorized appointments, in a form approved by the County Attorney's Office.

Motion by Moran, seconded by Ortega. Motion passed.

Aye: Frethem, Moran, Ortega, and Xiong

Absent: Martinson, McGuire, and Reinhardt

Resolution: B2024-079

LEGISLATIVE UPDATE

Presented by Commissioner Moran. Discussion can be found on archived video.

COUNTY CONNECTIONS

Presented by acting County Manager, Kathy Hedin. 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 Frethem. Discussion can be found on archived video.

ADJOURNMENT

Chair Frethem declared the meeting adjourned at 10:38 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-117

Meeting Date: 5/14/2024

Sponsor: Workforce Solutions

Title

Proclamation: American Indian Month

Attachments

1. Proclamation

Proclamation

WHEREAS, American Indian Month is celebrated every year in the month of May to recognize an important time to celebrate the rich and diverse cultures, traditions, and histories and to acknowledge the important contributions of American Indian people; and

WHEREAS, It is also an opportune time to educate the general public about its vibrant urban community and tribes, raise a general awareness about the unique challenges American Indian people have faced both historically and in the present, and the ways in which tribal citizens and nations have worked to conquer these challenges; and

WHEREAS, The land in present day known as Ramsey County is located on the ancestral and contemporary lands of American Indian people, and home to the American Indian people of Turtle Island since time immemorial, and without whom, the building of this county would not have been possible and holds great historical, spiritual, and personal significance for its original stewards; and

WHEREAS, The name Ramsey County uncovers the truths and long-standing impact, harm, genocide and racism, at the direction of Governor Ramsey to forcefully remove the area's American Indian residents from their homelands, including the declaration that "the Sioux Indians of Minnesota must be exterminated or driven forever beyond the borders of the state," which led to the lynching of 38 Dakota men in Mankato on December 26, 1862; and

WHEREAS, Ramsey County strives to eliminate systemic racism towards American Indian people and seeks to promote practices and policies that honor the state's American Indian roots, history and contributions, and reflect the experiences of American Indian people, to ensure greater access and opportunity; and

WHEREAS, American Indian people have made essential contributions to the landscape of Minnesota and Ramsey County, including, intrinsic traditional knowledge, experience, labor, technology, science, philosophy, industry, arts, as well as their cultural belief system that stipulates American Indian people as protectors and stewards of our natural environment for the benefit of all; and

WHEREAS, We recognize and honor the treaties made by tribal nations and the United States Government that entitle non-Native people to live and work on traditional Native lands; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares May 2024 as American Indian Month in Ramsey County in order to promote appreciation, healing, reconciliation, understanding, friendship, and continued partnerships with the American Indian community; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners encourages all residents in the community to honor and celebrate the many American Indian Minnesotans and Ramsey County residents that remind us daily of our rich American Indian heritage.



Trista Martinson, Board Chair, District 3



Mary Jo McGuire, Commissioner, District 2



Rafael Ortega, Commissioner, District 5



Victoria Reinhardt, Commissioner, District 7



Nicole Frethem, Commissioner, District 1



Rena Moran, Commissioner, District 4



Mai Chong Xiong, Commissioner, District 6



Johanna Berg, County Manager



Board of Commissioners

Request for Board Action

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

Item Number: 2024-137

Meeting Date: 5/14/2024

Sponsor: Public Health

Title

Proclamation: Mental Health Awareness Month

Attachments

1. Proclamation

Proclamation

WHEREAS, Mental health is integral to overall well-being, directly tied to physical health, and depends on vibrant communities in the context of culture, safe neighborhoods, relationships and belonging; and

WHEREAS, Addressing economic stability, social support, education, and meaningful access to culturally affirming mental health services are required to realize health equity; and

WHEREAS, Community mental health needs encompass mental, physical, spiritual, and the total well-being of individuals in the context of their culture; and

WHEREAS, Youth are experiencing increased feelings of sadness, hopelessness and loneliness, and the U.S. Surgeon General has declared youth mental health a public health crisis; and

WHEREAS, Full acknowledgement of the harms enacted by mental health institutions against black and indigenous communities, immigrant and refugee communities, LGBTQIA+ families, and people who are neurodivergent is a critical step in restoring trust in mental health services; and

WHEREAS, We recognize the specific challenges faced by justice-involved clients and commit to initiatives that reduce the likelihood of their contact with law enforcement and the legal system due to mental illness; and

WHEREAS, Individuals facing mental health challenges need equitable opportunities to lead fulfilling lives, and breaking down stigma and fostering a culture of compassion and inclusivity supports community connection at every stage of life; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares May 2024 as Mental Health Awareness Month in Ramsey County; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners reaffirms its commitment to improving the conditions influencing quality of life and social determinants of mental health, requiring strategic partnerships with traditional systems, aiming to enhance residents' health, well-being, and wellness through culturally congruent pathways, policies, and programs.


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


Johanna Berg, County Manager



Board of Commissioners

Request for Board Action

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

Item Number: 2024-122

Meeting Date: 5/14/2024

Sponsor: Sheriff's Office

Title

Proclamation: Police Week

Attachments

1. Proclamation

Proclamation

WHEREAS, In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, National Police Week was established by a joint resolution of the United States Congress in 1962; and

WHEREAS, There are approximately 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Ramsey County Sheriff's Office; and

WHEREAS, Everyday law enforcement officers are the first to be on the scene to help those in need and are dedicated to serving the community; and

WHEREAS, National Police Week pays special recognition to law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, Over 43,000 assaults against law enforcement officers are reported each year, resulting in approximately 15,000 injuries, and assaults against officers in Minnesota has increased by over 120% in the last two years; and

WHEREAS, Since the first recorded death in 1786, over 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including members of the Ramsey County Sheriff's Office; and

WHEREAS, The names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and


WHEREAS, In 2023, 136 officers were killed nationwide in the line of duty and their names will be added to the National Law Enforcement Officers Memorial this spring; and

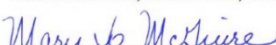
WHEREAS, The service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's Candlelight Vigil on May 13, 2024; and

WHEREAS, On May 15, 2024, the service and sacrifice of all officers killed in the line of duty will be honored by the National Law Enforcement Officers Memorial Fund and the Minnesota Law Enforcement Memorial Association; and


WHEREAS, The service and sacrifice of Ramsey County suburban law enforcement officers killed in the line of duty will be honored during the Ramsey County Suburban Law Enforcement Memorial Ceremony on May 16, 2024; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners designates May 12 - 18, 2024 as Police Week in Ramsey County, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.


Trista Martinson, Board Chair, District 3


Mary Jo McGuire, Commissioner, District 2


Rafael Ortega, Commissioner, District 5


Victoria Reinhardt, Commissioner, District 7


Nicole Frethem, Commissioner, District 1


Rena Moran, Commissioner, District 4


Mai Chong Xiong, Commissioner, District 6


Johanna Berg, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2024-158

Meeting Date: 5/14/2024

Sponsor: Parks & Recreation

Title

Agreement with Foley Professional Golf Service, LLC for Golf Professional Services at Keller Golf Course.

Recommendation

1. Approve the agreement with Foley Professional Golf Service, LLC, 1301 Berwick Lane, Mahtomedi, MN 55115, for golf professional services at Keller Golf Course located at 2168 Maplewood Drive, Maplewood, MN 55109 from May 15, 2024, through December 31, 2033, with an option to extend for an additional five-year term for the estimated amount of \$1,700,000 during the initial 10-year term.
2. Authorize the Chair and Chief Clerk to execute the agreement.

Background and Rationale

Ramsey County Parks & Recreation oversees a system of four golf courses: Goodrich Golf Course, Island Lake Golf Course and Training Center, Keller Golf Course and Manitou Ridge Golf Course. Goodrich Golf Course is located in Maplewood and includes an 18-hole golf course and club house. In 2023, over 34,100 rounds were played. Foley Professional Golf Service, LLC has been operating the course since 2014, and included the County Manager approving a one-year renewal option. The professional services agreement ended on December 31, 2023. The new agreement includes revenue share incentives for the Golf Course Professional (hereinafter referred to as Pro) to reach stated targets. These incentives will promote the sale of golf to the benefit of both the Pro and the county. The Pro will be responsible for all business expenses, i.e., wages for employees, supplies and inventory necessary to meet the scope of the agreement. Terms of the new agreement are consistent with the previous agreement, with the exception of the following revenue shares:

- Retainers-The Pro will be paid a retainer of \$44,000 in year one and \$47,000 in years two through three and \$49,000 in years four through five.
- Greens fees-The Pro will receive 10% of the revenue, less sales tax, on green fees up to \$850,000 and 15% of such over \$850,000.
- Cart rentals-The Pro will receive 10% of the revenue, less sales tax, on cart rentals up to \$200,000 and 15% of such over \$200,000.
- Driving range-The county shall receive 10% of gross revenues for driving range activities from the first dollar (\$1) up to forty thousand dollars (\$40,000) and 5% of gross revenues for driving range activities from \$40,001 and beyond.

On December 2, 2022, in accordance with county procurement policies and procedures, a competitive solicitation for golf course operations was issued for professional services at four golf courses. Below is the competitive solicitation summary:

- Request for bids title: Golf professional services.
- Request for bids release date: December 2, 2022.
- Request for bids response due date: January 4, 2023.
- Number of contractors notified: 1,046.

- Number of requests for bids received: 3.
- Contractor recommended: Foley Professional Golf Services.

Ramsey County Parks & Recreation recommends Foley Professional Golf Service, LLC, to operate Keller Golf Course. It has been determined that a professional labor agreement will be required. Mark Foley is engaged in the golf course industry, has demonstrated a strong commitment to providing a high level of customer service and to growing the game of golf.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Keller Golf Course serves residents throughout the county, In addition to the golf course, Keller has a driving range, hosts a variety of tournaments, has an active men's and women's league and has a bar and restaurant where a variety of events including weddings, family gatherings and work celebrations take place. A variety of youth programming also takes place at this course with opportunities for scholarships for youth who need financial assistance to participate in programs.

Parks staff will continue working with the golf professional throughout the term of this agreement on expanding outreach to the community to attract racially diverse individuals to the game of golf and Ramsey County golf courses including Keller Golf Course.

Community Participation Level and Impact

Community engagement was not conducted.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The contract is for 10 years with an additional option of a five-year renewal. The estimated annual gross revenue is anticipated to be \$1,700,000. This revenue is planned in the 2024-2025 operating budget. Golf fees are expected to increase in future years and an increase in revenue is expected as a result. The revenue generated by golf contributes to the overall operating budget of Parks & Recreation as it works to build an inclusive and equitable 21st Century parks system.

Last Previous Action

On July 18, 2017, the Ramsey County Board approved the selection of Foley Golf Professional Services for Keller Golf Course through December 31, 2022 with the option to renew for an additional five years. (Resolution B2017-175).

Attachments

1. Professional Services Agreement.
2. Exhibit A Maintenance Responsibilities-Keller 5-6-2024
3. Exhibit B RC Ash Tree Management Plan
4. Exhibit C Waste_Resource_Management



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Parks & Recreation, 2015 Van Dyke Street, Maplewood, MN 55109 ("County") and Foley Professional Golf Services, LLC, 1301 Berwick Lane, Mahtomedi, MN 55115, registered as a Limited Liability Company in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from May 15, 2024 through December 31, 2033 and may be renewed for up to one (1) additional five year period(s).

The full term of this agreement (including renewals) is 14 year(s), 7 month(s) and 15 day(s).

1.1.1.

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

2. Scope of Service

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

2.1.

The Contractor shall perform all duties necessary for the professional management and operation of Keller Golf Course (or "Property").

The Contractor shall provide all of the usual and customary pro shop services of a golf course professional ("Golf Professional") necessary to achieve a successful public golf course operation at Keller Golf Course ("Keller" or the "Course"). The Contractor will perform as an independent contractor and be responsible for managing the pro shop to ensure that quality service is provided to the public and that the services of the Golf Professional are performed in compliance with County policies and procedures

Rights, Duties, and Responsibilities of the Contractor

The County grants to the Contractor the exclusive right to operate the golf course Pro Shop at the Keller Golf Course. Except as limited by this Agreement, the right includes collection of green fees; pro shop operation and sales; golf tournaments; parties; and the driving range.

The Contractor shall make every reasonable effort to maintain sufficient staff, facilities and equipment to deliver the services. The Contractor shall inform the County in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement.

The Contractor shall make every reasonable effort to maintain sufficient staff, facilities and equipment to deliver the services. The Contractor shall inform the County in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement.

Services provided under this agreement will be provided by the key personnel for Foley Professional Golf Services at Keller Golf Course. Changes to the Contractor or Golf Professional positions must be approved in advance by the County, however the Contractor agrees that the General Manager position will not change for the first two years of the Agreement. Subsequently, any reduction of hours or other material changes to the existing Contractor is subject to approval by the County. The Contractor must notify the County of any reduction of hours or replacement of the Contractor by November 1 for the following year. The County may withhold consent if it determines that the quality or quantity of service required by this agreement will be decreased by the personnel change or reduction of hours.

The Contractor has the right and responsibility to purchase any and all equipment deemed necessary to perform pro shop and driving range operation.

The Contractor has the right to contract with other vendors in the purchase of supplies and services in order to meet the terms and conditions of this agreement. Any such contracts shall be agreements of the Contractor, and neither the County nor any of its departments, offices, agents or employees shall be liable thereon. The Contractor shall ensure that all vendors of goods and services with which it deals and all persons whom it hires are advised that all contracts or agreements with such third parties are contracts or agreements of the Contractor and that neither the County nor any of its departments, offices, agents or employees shall be liable thereon.

The Contractor agrees that all costs associated with hiring personnel, and employ of outside vendors for supplies and services shall be borne solely by the Contractor.

The Contractor shall not acquire or have any property rights in the property.

The Contractor shall not commit waste or damage to the property. In the event the Contractor commits, threatens to commit, or permits any act or omission which may or will cause damage to the Property, the County may, after reasonable notice, enter onto the Property and take whatever actions it deems necessary and proper to prevent such waste or damage. If the County's actions require expenditures of funds associated with normal maintenance and operation of the Property, such expenditures shall be chargeable to the operation of the Property and the Contractor shall reimburse the County for its expenditures.

The Contractor shall support the tree management program as described in Exhibit B, Ramsey County Ash Tree Management. The County is responsible for funding the execution of the tree management program.

The Contractor shall follow policies, rules and regulations set by the County including, but not limited to, the "Ramsey County Smoking and Commercial Tobacco Use Ordinance" which prohibits smoking or any substance and tobacco use, in any form, on Ramsey County owned properties by guests and employees. For more information go to <https://www.ramseycounty.us/your-government/ordinances-regulations/ramsey-county-smoking-and-commercial-tobacco-use-ordiance>.

The Contractor shall support the principles of the Audubon Cooperative Sanctuary Program for Golf, which is an education and certification program that helps golf courses protect the environment and preserve the natural heritage of the game of golf. Principles include chemical use and safety, wildlife and habitat protection, water conservation, water quality management, environmental planning, and outdoor education. More information can be found at <https://auduboninternational.org/acsp-for-golf/>. Additionally, the Contractor shall support County initiatives to protect pollinator habitats as outlined in County Board Neonicotinoids Resolution 2016-045.

The Contractor shall support the County with all federal, state and local laws, regulations

and ordinances governing the use of pesticides. All pesticides will be applied under the supervision of the county's superintendent.

The Contractor shall make every effort to keep the golf course open for play at all times. The Contractor may close the golf course for improvements, weather delays or other reasonable purpose with reasonable or immediate notice to the County. However, if the Contractor unreasonably threatens to close the golf course or fails to open the course for play on any day County believes opening would be reasonable, the County may immediately assume operation of the course.

Except as otherwise provided herein, the maintenance and repair responsibilities for the pro shop are defined in Exhibit A. The County shall be responsible for repair of County-owned equipment which has failed in the normal course of operation, and for replacement of County-owned equipment and assets according to the Ramsey County Comprehensive Capital Asset Management Preservation Plan (CCAMPP) as approved by the County. Repair and replacement of County-owned equipment and assets damaged as a result of negligence or improper use of operation by the Contractor, its employees, agents, staff, shall be the responsibility of the Contractor. For the elimination of doubt, the words "users" and "Contractor" in the "Notes" column of Exhibit A include the Contractor, its employees, agents, staff.

Repair and replacement of Contractor-owned equipment and furnishings shall be the sole responsibility of the Contractor.

Proposed improvements, alternations, repairs, or additions to be made by the Contractor must be approved by County prior to commencement. Once complete, said improvements, alterations, repairs, or additions shall become the property of the County. The Contractor shall accrue no rights of ownership or interest in the Property or improvements beyond the rights to operate as prescribed in this Agreement.

The Contractor shall not have the right to create or permit the creation of any lien attaching to the County's interest in the golf course, including but not limited to any lien resulting from any construction of capital improvements, alterations or additions.

The Contractor agrees to devote its full and best efforts to employment of a professional golf course operational team to be in attendance at Keller Golf Course during reasonable hours. The Contractor shall be present either in person or through assistants, on the golf course when the course is open for use by the public.

The duties and obligations of the Contractor contained in this Agreement may not be delegated, assigned or subcontracted out to another party either directly or indirectly without the written consent of the County, which may withhold consent at its sole discretion. No such delegation or subcontract, if approved by the County, shall relieve the Contractor of its obligations hereunder.

Except as provided herein, the Manager shall be responsible for paying the cost of all utilities including gas and electric, water, phone, internet, and alarm service, which also includes sewer and parking lot lighting from Maplewood Drive.

The Contractor shall be responsible for operating the pro shop and driving range at Keller Golf Course.

The Contractor shall provide all customary services provided by a golf professional, including but not limited to:

1. The Contractor is responsible for making and selling tee times in accordance with policies established by the County. The Contractor has the right to establish start times for

- tournaments, leagues, and groups. The Contractor is required to use the County's online reservation and Point of Sale system to record all Pro Shop transactions.
2. The Contractor will support the golf industry initiatives to grow the game of golf.
 3. The Contractor shall provide staff as necessary to assist with the start of play, golfer needs during play and act as ambassadors for the course and the County and creating friendly customer service practices.
 4. The Contractor shall organize and recruit for Men's and Women's Keller Golf Course clubs as well as coordinating the club's golf events.
 5. The Contractor shall rule on all golf disputes as to rules, regulations, and etiquette of golf on Keller Golf Course.
 6. The Contractor shall maintain the Pro Shop and other spaces in a neat, clean, and orderly fashion. Public spaces, including but not limited to the Pro Shop must be kept clean, sanitary, and organized at all times. The Contractor shall be responsible for compliance with State and local health department codes, fees, and fines.
 7. The Contractor shall support the County's Waste Resources and Management program, Exhibit C. The County is responsible for the cost of disposal of trash produced as part of the reasonable operation of the course.

The Rights and Responsibilities of the County

The County shall be responsible for funding major capital improvements to the golf course. Funding of these projects is subject to annual approval and appropriations by the County Board. The County shall be responsible for maintaining the driveway and parking lot including sweeping, striping, and major repairs, and snowplowing.

The County shall consult with the Contractor regarding ongoing performance of the employees of the Contractor. The Contractor will give the employee performance recommendations from the County serious considerations for rewards, discipline, and retention.

The County shall have the right to establish reasonable prices for all categories of green fees and motorized golf cart rental charges. The County agrees to work jointly with the Contractor to assess golf rates and present agreed upon recommendations for County Board approval.

Except as otherwise provided herein, the County agrees to pay all property and ad valorem taxes if levied.

The County agrees to monitor any regulatory changes to permits relating to water usage on the golf course and the Department of Natural Resources (DNR). The County reserves the right to amend this Agreement to conform with such changes.

The County maintains the right to review financial records of the Contractor pertaining to the operation of Keller Golf Course under the terms and conditions of this Agreement. Such a review shall include, but not limited to expenditures for supplies, outside services, salaries, and benefits.

Services shall be provided at 2168 Maplewood Drive, Maplewood, MN 55109. If services are provided at any other locations, it shall be deemed an alteration of this Agreement that must be reduced to writing.

2.2.

During the term of the contract, the County reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

2.3.

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

2.4.

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

3. Schedule

Not applicable.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:

Compensation

The Contractor will be paid a retainer of \$44,000 in year 1 and \$47,000 years 2 through 3 and \$49,000 in years 4 through 5. The retainer amounts shall be paid in 4 equal installments on April 1, June 1, August 1 and October 1 of the respected year.

Green fees – The Contractor will receive 10% of the revenue, less sales tax, on green fees up to \$850,000 and 15% of such over \$850,000.

Cart rentals – The Contractor will receive 10% of the revenue less sales tax, on cart rentals up to \$200,000 and 15% of such over \$200,000.

Driving Range – The County shall receive 10% of gross revenues for driving range activities from the first dollar (\$1) up to forty thousand (\$40,000) and 5% of gross revenues for driving range activities beyond \$40,001.

However, the County shall not take a percentage of Pro Shop sales (including sale of golf equipment, apparel, or accessories).

The Contractor shall have the exclusive right to any and all income derived from private, or group golf lessons given by the Golf Professional, sub-contractor of the Golf Professional and/or staff of the Contractor. The Contractor shall be responsible for providing qualified personnel trained to provide private or group lessons.

4.2. Payment Scheduled

Payment shall be made by the County in four (4) installments:

1. From the start of the season through May 15; payable by June 15.
2. From May 16 through July 15; payable by August 15.
3. From July 16 through September 15; payable by October 15.
4. From September 16 through end of season; payable by December 15.

4.3. Season Pass Holders

Season pass holders at other County golf courses have golfing privileges at Keller Golf Course. Similarly, season pass holders at Keller Golf Course have golfing privileges at other County courses. The Manager shall keep verifiable records of actual rounds played by season pass

holders and shall account for rounds played by season pass holders separate from other types of rounds.

4.4. Financial Reporting

By March 31 of each year, the Manager shall deliver to the County a financial report certified by the Manager which sets forth an income statement, balance sheet and gross sales made on or from Keller Golf Course during the previous fiscal year. Said report shall present fairly the financial position of the Manager and its operations and cash flows for fiscal year and be in conformance with generally accepted accounting principles.

4.5. Fourth Year Review

Prior to each 5th year of the contract, the County and Contractor will review past financials to negotiate costs and revenues for the next 5-year term of the contract.

5. Special Conditions

5.1. Interchangeability of Terms

For the purposes of this agreement, the terms “Contractor,” “Manager” and “Golf Professional” herein are interchangeable and are utilized as such.

6. Contracting for Equity

6.1. Commitment to Advancing Racial Equity

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

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

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

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

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

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

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

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

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

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

6.3. Equal Employment Opportunity and Civil Rights

6.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6.3.2.

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

6.3.3.

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

6.3.3.1.

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

6.3.3.2.

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

6.3.3.3.

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

6.4. Diverse Workforce Inclusion Resources

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

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

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

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

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

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

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

7. General Contract/Agreement Terms and Conditions

7.1. Payment

7.1.1.

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

7.1.2.

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

7.2. Application for Payments

7.2.1.

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

7.2.2.

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

7.2.3.

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

7.2.4.

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

7.2.5.

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

7.2.6.

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

7.3. Independent Contractor

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

7.4. Successors, Subcontracting and Assignment

7.4.1.

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

7.4.2.

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

7.4.3.

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

7.5. Compliance With Legal Requirements

7.5.1.

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

7.5.2.

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

7.6. Data Practices

7.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state

statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

7.6.2.

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

7.6.3.

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

7.7. Security

7.7.1.

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

7.7.2.

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

7.7.3.

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

7.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical

vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

7.7.5.

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

7.8. Payment Card Industry (PCI) Compliance

7.8.1.

All Point of Interaction (POI) devices must meet the Payment Card Industry (PCI) PIN Transaction Security (PTS) requirements and be included in the PCI PIN transaction devices list. In order for these devices to transmit cardholder data on the Ramsey County network these devices must meet the PCI Point-To-Point Encryption (P2PE) standards.

7.9. Indemnification

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

7.10. Contractor's Insurance

7.10.1.

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

7.10.2.

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

7.10.3.

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

7.10.3.1.

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

7.10.4. Workers' Compensation

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

provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

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

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

7.10.5.

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

7.10.6.

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

7.10.7.

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

7.10.8.

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

7.10.9.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

7.10.10.

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

7.10.11.

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

7.10.12.

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

7.10.13.

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

7.11. Audit

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

7.12. Notices

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

County:

Liz Flinn, Parks & Recreation, 2015 Van Dyke, Maplewood, MN 55109

Contractor:

Mark Foley, Foley Professional Golf Services, LLC, 1301 Berwick Lane, Mahtomedi, MN 55115

7.13. Non-Conforming Services

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

7.14. Setoff

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

7.15. Conflict of Interest

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

7.16. Respectful Workplace and Violence Prevention

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

7.17. Force Majeure

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

7.18. Unavailability of Funding - Termination

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

7.19. Termination

7.19.1.

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

7.19.2.

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

7.19.3.

The County or Contractor may terminate this Agreement without cause upon giving at least sixty (60) calendar days written notice thereof to the other party. Such right of termination is subject to the following limitations:

1. The Notice of Termination must specify the date on which termination will be effective. Such effective date must be no fewer than sixty (60) calendar days from the date of the Notice of Termination.
2. If one party delivers a Notice of Termination after February 1 of any year this Agreement, regardless of the date of delivery, termination will not be effective until the end of the golf season as determined by the County.

The County may terminate this Agreement at any time for good cause shown. The County's Notice of Termination must specify the good cause for termination and allow Contractor ten (10) calendar days to cure the actions or omissions described in the Notice of Termination if Contractor fails to cure the actions or omissions described in the Notice of Termination. If Contractor fails to cure within ten (10) days, the termination will be effective twenty (20) days from the end of the cure period.

In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

7.20. Interpretation of Agreement; Venue

7.20.1.

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

7.20.2.

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

7.21. Warranty

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

7.22. Infringement

7.22.1.

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

7.22.2.

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

7.23. Debarment and Suspension

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

7.24. Alteration

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

7.25. Entire Agreement

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

8. Special Contract Terms and Conditions

8.1. Damage by Fire or Other Casualty

8.1.1. Limited Damage to Clubhouse and/or Maintenance Building

If all or part of the clubhouse and/or maintenance building is rendered untenable by damage from fire or other casualty which in the reasonable opinion of an architect selected by the County, can be substantially repaired under applicable laws and government regulations within 120 days from the date of such casualty, the County shall forthwith at its own expense, repair such damage other than damage to improvements such as furniture, chattels or trade fixtures owned by the Manager, which shall be repaired forthwith by the Manager at its own expense.

8.1.2. Major Damage to Clubhouse and/or Maintenance Building

If all or a substantial part of the clubhouse and maintenance buildings is rendered untenable by damage from fire or other casualty to such a material extent that in the reasonable opinion of an architect selected by the County, the clubhouse and the maintenance buildings cannot be substantially repaired under applicable laws and governmental regulations within 120 days from the date of such casualty, then the County may elect not to repair the facility and notify the Manager in writing not more than sixty (60) days after the date of such casualty. In the event the County elects not to repair, the Manager shall have the option to terminate this agreement

upon sixty (60) days written notice to the County. If the County elects to repair such damage, it shall do so at its own expense, except the Manager shall repair or replace its own property.

8.2. Payment Card Industry Compliance

- 8.2.1.** The Contractor, in concert with their merchant service provider, must comply with the Ramsey County Payment Card Handling Policy and Procedures and the most current standards established by the Payment Card Industry Data Security Standards Council (PCI DSS – <https://www.pcisecuritystandards.org/>). The Contractor must comply with trainings and procedures including but not limited to training Contractor’s employees on the proper handling of cardholder information, including completion of the appropriate Annual Self-Assessment Questionnaire (SAQ), quarterly network scan by an Approved Scanning Vendor (ASV), and Attestation of Compliance Form (AOC) and forwarding the SAQ, quarterly scans and AOC to Ramsey County on a quarterly basis to corroborate compliance. The merchant service provider is contracted through Ramsey County for tee reservations and point of sale systems.
- 8.2.2.** Ramsey County will provide tee reservation system and include point of sale system through a contracted provider with devices that are compliant with PCI PIN (PTS) requirements and be included in the PCI PIN transaction devices list. System and devices must meet the PCI Point-To-Point Encryption (P2PE) standards.

8.3. Point of Sale Device Networking

- 8.3.1.** Contractor, in collaboration and consultation with Ramsey County, shall utilized private internet services at Keller Golf Course, independent of Ramsey County All credit card processing activities shall occur on these private networks and not on Ramsey County’s network.
- 8.3.2.** Contractor, in collaboration and consultation with the County, shall ensure the County approved merchant service provider account is linked to the bank account designated by Ramsey County.
- 8.3.3.** Contractor shall work with the County approved merchant service provider to obtain PCI compliant credit card terminal / readers at Keller Golf Course.

Keller Golf Course

Clubhouse & Pro Shop Maintenance Responsibilities

For Clubhouse Operator* and Golf Pro**

<u>Location</u>	<u>Equipment</u>	<u>Resp.</u>	<u>Notes</u>
All	Maintenance & repair of plumbing fixtures	County	Toilets, sinks, drinking fountains, etc - except if caused by Operator/Golf Pro
All	Maintenance & repair of plumbing equipment	County	Water heaters, air compressor, etc - except if caused by Operator/Golf Pro
All	Repair of electrical system	County	Except if caused by Operator/Golf Pro
Clubhouse - Kitchen	Maintenance of gas supply line up to shut-off	County	
Clubhouse - Kitchen	Maintenance of gas supply lines from shut-off to appliances	Clubhouse Operator	
Clubhouse - Kitchen	Maintenance of electrical connections from panel to appliances	Clubhouse Operator	
Clubhouse - Kitchen	Cleaning/grease removal of hoods, fans, ducts	Clubhouse Operator	
All	Painting and touch-up of walls	County	
Clubhouse	Regular cleaning of walls, display cases, public areas, bathrooms	Clubhouse Operator	Including supply of cleaning materials
Pro Shop	Regular cleaning of walls, display cases, public areas, bathrooms	Golf Pro	Including supply of cleaning materials
All	Replacement of doors/hardware per CCAMP schedule or mechanical failure	County	
Clubhouse	Repair of doors/hardware due to damage	Clubhouse Operator	
Pro Shop	Repair of doors/hardware due to damage	Golf Pro	
All	Repairs to HVAC system	County	

Location	Equipment	Resp.	Notes
All	Flooring replacement per CCAMP schedule	County	
Clubhouse	Flooring repairs due to damage	Clubhouse Operator	
Pro Shop	Flooring repairs due to damage	Golf Pro	
Clubhouse	Regular carpet/floor cleaning	Clubhouse Operator	
Pro Shop	Regular carpet/floor cleaning	Golf Pro	
Clubhouse	Repairs to walls/ceilings due to damage	Clubhouse Operator	
Pro Shop	Repairs to walls/ceilings due to damage	Golf Pro	
Clubhouse - Kitchen	Maintenance of exhaust hoods/fans/ducts/flues	County	
Clubhouse - Kitchen	6 month certification of exhaust hood fire protection system	County	
All	Security system maintenance/repair	County	Per Mar Security (includes fire alarm) - except if caused by Operator/Golf Pro
All	Camera system maintenance/repair	County	Convergent - except if caused by Operator/Golf Pro
All	Repair and maintenance of elevator	County	
Roof	Maintenance of rooftop HVAC units	County	
Clubhouse - Kitchen	Maintenance of kitchen appliances	Clubhouse Operator	
Clubhouse	Furnish/maintain/replacement of operator provided bar/concession appliances and connections	Clubhouse Operator	
All	Maintenance of fire sprinkler system	County	Yearly inspection

Location	Equipment	Resp.	Notes
Clubhouse	AED maintenance - batteries/testing	Clubhouse Operator	Replace batteries as needed; testing every 6 months
All	Fire extinguisher certification	County	Yearly inspection
All	Maintenance of landscaping around buildings	County	
Clubhouse - Basement	Maintenance of walk-in coolers/compressors	Clubhouse Operator	
Clubhouse - Kitchen	Maintenance of kitchen light fixtures	Clubhouse Operator	
All	Maintenance/replacement of LED light fixtures	County	
Clubhouse	Light bulb replacement of standard, interior bulbs	Clubhouse Operator	
Pro Shop	Light bulb replacement of standard, interior bulbs	Golf Pro	
Clubhouse - Kitchen	Maintenance of makeup air system (filters)	County	
Clubhouse - Kitchen	Grease trap maintenance/servicing	Clubhouse Operator	
All	Roof leak repairs	County	Except if caused by Operator/Golf Pro
All	Irrigation system maintenance and repairs, including well and pump periodic maintenance and seasonal winterization	County	
All	Irrigation system replacement per CCAMP schedule	County	
All	Roofing/siding/window replacements per CCAMP schedule	County	
All	Plowing/salting/sanding/winter maintenance	County	

Location	Equipment	Resp.	Notes
All	Pavement replacement, including parking lot striping per CCAMP schedule	County	
All	Cart path repairs and replacement per CCAMP schedule	County	
All	Golf course maintenance	County	Tee boxes, greens, bunkers, fairways, range, etc
All	Parking lot light repairs and replacement	County	
All	Course signage including tee signs	County	
Clubhouse	Furnish/maintain/repair of operator-provided internet/phone/technologies	Operator	
Pro Shop	Furnish/maintain/repair of golf pro provided internet/phone/technologies	Golf Pro	
All	Repair and CCAMP replacement of entrance sign and gates	County	Except if caused by Operator/Golf Pro
Pro Shop	Fueling and cleaning of golf carts	Golf Pro	
Pro Shop	Maintenance and repair of golf carts	County	Except if caused by Operator/Golf Pro

*Clubhouse Operator/Operator = Keller Clubhouse management company

**Golf Pro = Keller Golf Pro Shop operator



Ramsey County Ash Tree Management Plan

A ten-year plan in response to the emerald ash borer infestation

1/8/2020



Introduction

This plan includes a system wide inventory, rating, and plan for ash tree removal or replacement in response to the effects of emerald ash borer (EAB) within the Ramsey County Parks & Recreation department's jurisdiction. The potential liability, environmental and aesthetic impacts dead ash trees will have within the park system drives the need for this plan. Spatial extents of this plan include areas within Ramsey County Parks & Recreation department property, including, and adjacent to, parking lots, picnic areas, playgrounds, structures, golf courses, and other high traffic recreational areas. This plan does not include trees in natural undeveloped portions of park property, as there are countless ash trees in these areas making management cost prohibitive, however, ash trees can be removed during future natural resources restoration projects if suitable with the restoration plan.

This plan proposes to proactively remove or replace priority ash trees, starting on sites near closely EAB infested areas. This approach will allow for removal or establishment of replacement trees prior to infestation, preventing clear cutting of infested or dead trees within these highly used active areas. The remove and replace approach have been calculated to be more cost effective than ongoing treatment and it allows for phasing and consistent pricing on tree replacement. Further delay of this plan will inevitably result in spread of the infestation, increased costs of removal and replacement tree stock over time plus an increasing danger of hazardous trees.

Background

Emerald ash borer (EAB) is an insect that attacks and kills ash trees. It is spread through short distance natural flight and infested firewood transported long distance. The adults are small, iridescent green beetles that live outside of trees during the summer months. The larvae are grub or worm-like and live underneath the bark of ash trees. Trees are killed by the tunneling of the larvae under the tree's bark. EAB was first discovered in the U.S.A, in 2002 near Detroit, Michigan. In May 2009, the first cases of EAB were found in Minnesota within the City of St. Paul. The City of St. Paul and its' surrounding suburbs began creating management plans shortly after. Many cities are now nearing ten years of planning and management. EAB has now locally infested most areas of Ramsey County. In 2010 the Ramsey County Parks & Recreation department began taking inventory of ash trees throughout golf courses and recreational areas of the park system. Between the years 2010 – 2012 around 350 ash trees, located in parks and golf courses, were treated with Emamectin benzoate (trade name TreeAge). This treatment was effective for up to four years. Treatment of ash trees ceased after this initiative because of the high costs of ongoing treatment.

Ash tree management

The options for ash tree management include remove or replace, chemical treatment and biocontrol agents.



Many counties and municipalities are implementing the removal or replacement of ash trees. Once an ash tree becomes infested with EAB, it generally takes 3 to 5 years for the tree to die. By removing these trees before mortality occurs reduces the number of dead and potentially hazardous ash trees. Also, the removal of these trees becomes much more dangerous when they are dead. Removal and replacement are shown to be the longest term, most cost-effective measure. Replanting with varying tree species will also increase resilience to future pests and pathogens.

Chemical treatments include a wide variety of insecticides with the most common being Imidacloprid. Treatments include soil injection, trunk injection, bark spray and canopy spray. The most common treatments are soil injections and trunk injections. The cost of these injections depends on the diameter of the tree and can cost anywhere from \$40 to \$126 per tree. These treatments need to be re-applied every 2 to 4 years. These chemical treatments have little to no effect once a tree is infested with EAB. If there is not enough overlap in treatments a tree may unknowingly be infested and perish even after a treatment is applied. Treatment within Ramsey County Parks & Recreation department parkland ceased after EAB became so widespread that protection became too expensive.

Biocontrol, which is administered by the Minnesota Department of Agriculture within the State of Minnesota, includes three parasitoid wasp species. Two species attacks the larval stage of EAB under the ash bark. The other species kills EAB eggs that are in bark crevices. These wasps are small like gnats and do not harm humans. They were selected by the U.S. Department of Agriculture's Animal and Plant Health Inspection Service (APHIS) and Forest Service and tested extensively to ensure that they will not negatively impact other species or the environment. APHIS rears these biological control agents at a specialized facility in Brighton, MI and provides them to states with EAB infestations (<https://www.mda.state.mn.us/plants/pestmanagement/eab/eabbiocontrol>). The Minnesota Department of Agriculture, in conjunction with the Ramsey County Parks & Recreation department, coordinates the release and research plots of biocontrol agents within several locations at Battle Creek Regional Park for the past four years. Biocontrol research continues throughout 30 other infested sites throughout the state.

Recommended course of action

Given the proximity of known infestations and the ongoing climbing costs of treatments the viable option for the Ramsey County Parks & Recreation department is to implement the removal or replacement of ash trees within the system in an order of proximity to known infestations. Golf courses and active use park areas will be managed separately through the implementation process.

To plan for removal or replacement the Ramsey County Parks & Recreation department took an inventory of ash trees, which was completed in May 2019, see locations and inventory dates in [Appendix A](#). A spatial database of this inventory was created, and ash trees were prioritized in three categories:



1. Priority 1: removal and replacement of high priority trees
2. Priority 2: removal and replacement of medium priority trees following priority 1 trees
3. Priority 3: removal with no replacement of low priority trees

The number of trees and associated prioritization is shown in the table below and map of ash tree locations and known infestations can be found in [Appendix B](#).

Number and prioritization of ash trees		
	Active use park areas	Golf courses
Priority 1	473	156
Priority 2	165	232
Priority 3	153	170

Overall Cost

The removal or replacement of trees will be based on available funds and is expected to be completed over an ten-year period at a **total projected cost of \$733,688**. At this time, existing funding for ash tree removal or replacement includes \$6,870.23 for active use park areas and \$47,500 for golf courses. The source for these funds can be found in [Appendix C](#). The remaining funds required will need to be requested in a lump sum of \$679,318 or requested at the per year cost of implementation efforts shown in the table below.

	Yearly cost for active use park areas	Yearly cost of golf courses	Total yearly cost (park active use areas + golf courses)	Current available funds (appendix C)
year one	\$50,747	\$2,500	\$53,247	\$54,370
year two	\$58,747	\$63,266	\$122,013	
year three	\$66,747	\$45,994	\$112,741	
year four	\$66,747	\$33,580	\$100,327	
year five	\$66,747	\$0	\$66,747	
year six	\$66,747	\$0	\$66,747	
Year seven	\$66,747	\$0	\$66,747	
Year eight	\$66,747	\$0	\$66,747	
Year nine	\$16,000	\$0	\$16,000	
Year ten	\$8,000	\$0	\$8,000	
	Total active use park areas cost	Total golf course area cost	Total cost	Total cost of EAB plan
	\$533,978	\$145,340	\$679,318	\$733,688



Funding requests will be divided between regional and county funding requests based on the designation of the park or facility. 53% of the costs are borne on trees within regional parks leaving 47% of the costs for the county to fund. A table of tree numbers and DBH by park and regional versus county designation can be found in [appendix D](#). A break down per year and total funding request is in the table below.

Plan year	Yearly plan cost	Regional funding request	County funding request
Year one	\$53,247	\$28,221	\$25,026
Year two	\$122,013	\$64,667	\$57,346
Year three	\$112,741	\$59,753	\$52,988
Year four	\$100,327	\$53,173	\$47,154
Year five	\$66,747	\$35,376	\$31,371
Year six	\$66,747	\$35,376	\$31,371
Year seven	\$66,747	\$35,376	\$31,371
Year eight	\$66,747	\$35,376	\$31,371
Year nine	\$16,000	\$8,480	\$7,520
Year ten	\$8,000	\$4,240	\$3,760
	Total EAB plan costs	Total EAB plan regional funding request	Total EAB plan county funding request
	\$679,318	\$360,039	\$319,279

The cost for removal and the grinding of stumps was determined using the Public Works-Environmental Division county tree contractor’s current removal price of \$11.50 per diameter at breast height inch. The county tree contractor will be used for the removal process on parks and golf courses in coordination with the county forester. A contractor, to be determined, will be hired for providing tree stock, planting and three years of maintenance on active use park areas at a projected cost of \$650 per tree. Projected costs are \$250 per tree, \$100 per tree for planting, and \$300 for three years of maintenance per tree. Golf course personnel will plant and maintain replacement trees on golf courses, so the cost will only be for the nursery tree stock at a projected rate of \$250 per tree.

Park active use areas implementation and detailed cost

Removal within park active use areas will be initiated based on priority as identified in the survey plus proximity to EAB infestations. Trees identified as priority one will be removed first. Priority one site removal and replacements will be prioritized based on proximity to

existing infestations, current tree health, and danger to the public or infrastructure. Staff will also prioritize based on local knowledge and risks.

Trees will be cut, removed per [MDA guidelines](#), and stumps ground under a contract with the Public Works-Environmental Division or other contract. **This contract will go out for bid in 2021 meaning the cost per inch of diameter at breast height (DBH) removal will likely increase. Future increases are possible during the lifetime of this plan. Expediting any aspect of this plan will result in cost savings.** Removal of trees identified on park land or arena properties will occur as follows

1. Remove all priority one sites in Year one using a combination of existing funding
 - a. In order of priority sites are: Battle Creek, Biff Adams Arena, Ken Yackel Arena, Pleasant Arena, Parks Administration Building, Keller Park, Lake McCarrons Park, Beaver Lake Park, White Bear Lake Arena, Spoon Keller Launch, Gervais Lake Park, Tony Schmidt park, Lake Josephine Park, Island Lake Park, Owasso Park, Long Lake Park, Otter Boat Landing, Bald Eagle Boat Launch, Snail Lake Park, Turtle Lake Park, and White Bear Boat Launch
2. Remove all priority two sites in year two with requested funds
 - a. Battle Creek, Ken Yackel Arena, Parks Administration Building, Keller Park, Lake McCarrons Park, Beaver Lake Park, White Bear Lake Arena, Tony Schmidt park, Island Lake Park, Owasso Park, Long Lake Park, Bald Eagle Boat Launch, Snail Lake Park, Turtle Lake Park, Marsden Archery Range, and White Bear Boat Launch
3. Remove all priority three sites in year 3 with requested funds
 - a. Battle Creek, Ken Yackel Arena, Shoreview Arena, Vadnais Sports Arena, Parks Administration Building, Keller Park, Spoon Boat Launch, Lake Gervais County Park, Lake McCarrons Park, Beaver Lake Park, White Bear Lake Arena, Tony Schmidt park, Island Lake Park, Lake Josephine County Park, Long Lake Park, Bald Eagle Boat Launch, Snail Lake Park, Turtle Lake Park, and Marsden Archery Range

Tree removal cost	Total tree DBH in system (inches)	Total cost of Removal
\$11.50/inch of DBH	9,751 inches (estimated)	\$117,978
year one	96	\$14,747.25
year two	96	\$14,747.25
year three	96	\$14,747.25
year four	96	\$14,747.25
year five	96	\$14,747.25
year six	96	\$14,747.25
year seven	96	\$14,747.25

year eight	96	\$14,747.25
------------	----	-------------

Replacement trees will be replanted for priority one and two trees as funding is available for hire of a contractor. Priority three are generally on wood line edges and can be removed to allow for natural regrowth. Replacement tree locations may not necessarily be in the removed tree spot. Location is dependent on the best use of the tree, tree species, and will be directed by the planning division. Replacement will follow a longer time scale in order to evaluate the needs of the replacement location and ensure proper establishment of trees. Individual site planting plans will be created by the planning department as progress continues. These plans will be amended to this document. Tree species will be chosen from the list in [Appendix E](#) developed under consultation across county divisions with input from city ordinances ([Appendix F](#)). The department retains the right to add or deduct trees as it sees fit. Currently, there are no tree replacement ordinances required for removal of ash trees effected by EAB in Ramsey County. The Minnesota Department of Natural Resources does have guidelines that replacement trees no single tree family to make up more than 20% of total trees, 10% of one genera, or 5% of one species be planted in Ramsey County to protect from disease or climate change affecting a large number of landscape trees. While the department will aim for this diversity, it will procure as it sees fit given price and availability constraints. A combination of contractor and/or staff time will be used to complete the plantings. Trees will be broken into an equal amount of plantings over the next eight years.

Average tree cost installed per tree	Total trees (priority 1 & 2 only)	Total cost of replacement
\$350	640	\$224,000
year one	80	\$28,000
year two	80	\$28,000
year three	80	\$28,000
year four	80	\$28,000
year five	80	\$28,000
year six	80	\$28,000
year seven	80	\$28,000
year eight	80	\$28,000

In order to protect the investment of new trees, three years of maintenance is required. Maintenance will include but not limited to watering, amending soil, providing support, animal/pest protection, and replacing trees that do not survive. A combination of contractor and/or staff time will be used to complete the maintenance.



Est. tree maintenance cost/year for 3 years	Total trees	Total cost of maintenance
Est. \$100/tree/year	640 (priority 1 & 2 only)	\$192,000
year one	80	\$8,000
year two	160	\$16,000
year three	240	\$24,000
year four	240	\$24,000
year five	240	\$24,000
year six	240	\$24,000
year seven	240	\$24,000
year eight	240	\$24,000
year nine	160	\$16,000
year ten	80	\$8,000

The table below shows the total costs associated with removal, replacement and maintenance for the active use park areas.

Plan year	Yearly cost for active use park areas
year one	\$50,747.25
year two	\$58,747.25
year three	\$66,747.25
year four	\$66,747.25
year five	\$66,747.25
year six	\$66,747.25
Year seven	\$66,747.25
Year eight	\$66,747.25
Year nine	\$16,000
Year ten	\$8,000
	Total active use park areas cost over ten years
	\$533,978.00



Golf course implementation and detailed cost

Golf courses include Goodrich, Keller, and Manitou Ridge golf courses. The Ponds at Battle Creek has no ash trees within its boundaries. Island lake golf course is under a contract agreement and will not be included at this time. Removal at the golf courses will be prioritized based on golf personnel’s local knowledge of significant trees within the course layout and hazardous trees. Trees will be cut, removed per [MDA guidelines](#), and stumps ground under a contract with the Public Works-Environmental Division or other contract removal of trees.

1. Remove 162 trees at Keller year one using a combination of existing funding
2. Remove 184 trees at Keller, 58 at Goodrich, & 33 at Manitou in year two with requested funds
3. Remove 58 trees at Goodrich and 33 at Manitou in year three with requested funds
4. Remove 30 at Manitou in year four with requested funds

Tree removal cost	Total tree DBH in system	Total cost of Removal
\$11.50/inch of DBH	8,333 inches (estimated)	\$48,340
year one	162	\$0 (existing funding)
year two	275	\$26,766
year three	91	\$16,744
year four	30	\$4,830

Trees will be replanted by golf course personnel as funding is made available for nursery stock. Some replacement has already taken place at Goodrich Golf Course. Replacement tree locations may not necessarily be in the removed tree spot. Location is dependent on the best use of the tree, tree species, and will be directed by the golf course supervisor. Replacement will follow a longer time scale in order to evaluate the needs of the replacement location and ensure proper establishment of trees. Tree species will be chosen from the list below developed under consultation across divisions. The goal will be for no single species to make up more than 25% of total trees replaced to protect the course from disease or climate change affecting a large number of landscape trees. A combination of contractor and/or staff time will be used to complete the plantings.

1. Replace 10 trees at Keller in year one using a combination of existing funding
2. Replace the remaining priority 1 sites in year two with requested funds
3. Replace one-half of priority 2 sites in year three and four with requested funds



Average tree cost	Total trees	Total cost
\$250 (installed)	388	\$97,000
year one	10	\$2,500
year two	146	\$36,500
year three	117	\$29,250
year four	115	\$28,750

In order to protect the investment of new trees, three years of maintenance is required. Maintenance will include but not limited to watering, amending soil, providing support, animal/pest protection, and replacing trees that do not survive. Golf course personnel will complete tree maintenance, therefore no cost is budgeted for tree maintenance activities on golf courses.

The table below shows the total costs associated with removal and replacement for the golf courses.

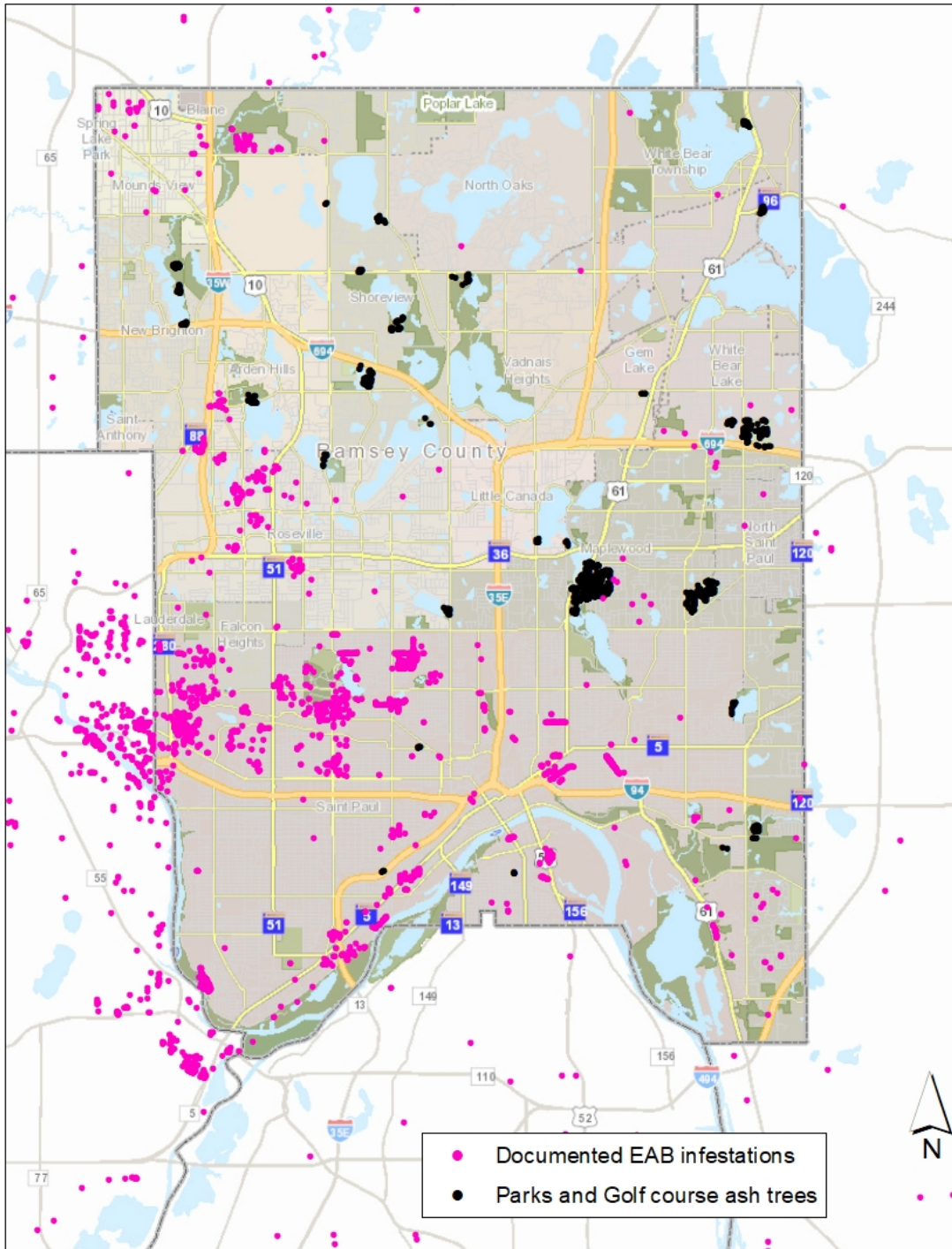
Year	Total Budget Required
year one	\$2,500
year two	\$63,266
year three	\$45,994
year four	\$33,580
Golf Course current estimated cost Total	\$145,340



Appendix A: Areas Surveyed

Facility	Date Surveyed
Rice Creek North Regional Trail	12/18/2018
Long Lake Regional Park	9/16/2018
Vadnais-Snail Lakes Regional Park - Snail Lake	Snail 11/05/2018 Vadnais-12/18/2018
Tony Schmidt Regional Park	9/4/2018
Keller Regional Park	12/19/2018
Island Lake County Park	11/29/2018
Lake Owasso County Park	11/29/2018
Turtle Lake County Park	12/18/2018
White Bear Lake County Park	12/5/2018
Lake Josephine County Park	11/29/2018
Lake Gervais County Park	12/19/2018
Lake McCarrons County Park	12/6/2018
Beaver Lake County Park	12/6/2018
Bald Eagle - Otter Lakes Regional Park	BE launch 8/2/2018; Otter 12/12/2018
Battle Creek Regional Park	1/4/19
 	
Biff Adams Ice Arena	3/16/2019
Oscar Johnson Ice Arena	3/16/2019-None
Pleasant Ice Arena	3/16/2019
Shoreview Ice Arena	3/16/2019
Ken Yackel-West Side Ice Arena	2/10/2019
Fairgrounds/Parks & Rec Building	1/20/2019
Goodrich Golf Dome/Aldrich Ice Arena	1/20/2019-with Admin building
Marsden Archery Range	1/20/2019
White Bear County Arena	3/16/2019
Harding	Trees being removed soon
Ramsey County Parks & Rec Horseshoe Court	1/20/2019-included in Admin building
Vadnais Sports Center	3/16/2019
 	
The Ponds at Battle Creek	None
Keller Golf Course	2/1/2019
Island Lake Golf & Training Center	Not participating
Manitou Ridge Golf Course	2/14/2019
Goodrich Golf Course	12/12/19-No DBH

Appendix B. Documented EAB infestations and park/golf course ash tree locations





Appendix C: Current Parks and Golf Courses Funding Sources

Parks Funding Sources	Available Amount
Parks Diseased Tree Replacement (Fund 12707 431804)	\$5,571.00
Parks Maint. Lexus Hybrid Prog. (Fund 12707 431408)	\$1,299.23
Totals Funding	\$6,870.23

Golf Course Funding Sources	Available Amount
Keller Golf Course Operational Budget (2019)	\$22,500
CCAMP (2020)-for Keller	\$25,000
Totals Funding	\$47,500



Appendix D: Regional versus county funding source needs

Facility	Total Trees	Total DBH
<u>Regional funding</u>		
Rice Creek North Regional Trail	0	0
Long Lake Regional Park	146	1780
Vadnais-Snail Lakes Regional Park	45	478
Tony Schmidt Regional Park	31	404
Keller Regional Park	62	892
Bald Eagle - Otter Lakes Regional Park	28	442
Battle Creek Regional Park	85	988
<u>County funding</u>		
Island Lake County Park	80	1040
Lake Owasso County Park	3	64
Turtle Lake County Park	33	454
White Bear Lake County Park	26	368
Lake Josephine County Park	18	214
Lake Gervais County Park	9	138
Lake McCarrons County Park	24	326
Beaver Lake County Park	13	244
Biff Adams Ice Arena	6	158
Oscar Johnson Ice Arena	0	0
Pleasant Ice Arena	3	58
Shoreview Ice Arena	8	90
Ken Yackel-West Side Ice Arena	8	190
Fairgrounds/Parks & Rec Building	55	848
Marsden Archery Range	19	202
White Bear County Arena	17	328
Harding	0	0
Vadnais Sports Center	5	45
The Ponds at Battle Creek	0	0
Keller Golf Course	346	4894
Island Lake Golf & Training Center	N/A	N/A
Manitou Ridge Golf Course	N/A	N/A
Goodrich Golf Course	115	2416



Appendix E: Replacement tree species

Common Name	Family	Genus	Species
Beech	Fagaceae	<i>Carpinus</i>	<i>caroliniana</i>
Catalpa	Bignoniaceae	<i>Catalpa</i>	<i>speciosa</i>
Buckeye	Sapindaceae	<i>Aesculus</i>	<i>glabra</i>
Oak-Swamp White or Red	Fagaceae	<i>Quercus</i>	<i>bicolor</i> or <i>Q. Rubra</i>
Maple Red and Sugar	Sapindaceae	<i>Acer</i>	<i>rubrum</i> or <i>A. Saccharinum</i> (cultivar TBD)
Elm	Ulmaceae	<i>Ulmus</i>	<i>americana</i> x <i>St. Croix</i>
Hackberry	Cannabaceae	<i>Celtis</i>	<i>occidentalis</i>
Evergreen-TBD	Pinaceae		
Kentucky Coffeetree	Fabaceae	<i>Gymnocladus</i>	<i>dioicus</i> x <i>Espresso</i> male cultivar
River Birch	Betulaceae	<i>Betula</i>	<i>nigra</i>
Honeylocust	Fabaceae	<i>gleditsia</i>	<i>triacanthos</i> (var. <i>intermiss</i>)
*American Sweetgum	Altingiaceae	<i>Liquidambar</i>	<i>styraciflua</i>
*Shagbark hickory	Juglandaceae	<i>Carya</i>	<i>ovata</i>
*American Beech	Fagaceae	<i>Fagus</i>	<i>grandifolia</i>
*Sycamore	Platanaceae	<i>Platanus</i>	<i>occidentalis</i>
*Yellowwood	Fabaceae	<i>Cladrastis</i>	<i>kentukea</i>

*denotes trees of higher numbered planting zones to address climate change adaptation



Appendix F: Correspondence in regards to city tree ordinances






City	Ordinance Reference
Maplewood	https://library.municode.com/mn/maplewood/codes/code_of_ordinances?nodeId=COOR_CH18EN_ARTVENNARE_DIV3TR and https://maplewoodmn.gov/DocumentCenter/View/15925 exempt when: Tree removal related to public improvement projects to existing roadways, sewers, parks, and utility/infrastructure work or repair.
St. Paul	None-please let Strehlow, Adam (CI-StPaul) adam.strehlow@ci.stpaul.mn.us know when removal is taking place.Appendix
White Bear Township	None-per Dale Reed  RE_Ash tree removal.msg
Shoreview	https://www.shoreviewmn.gov/home/showdocument?id=16
New Brighton	None- Contact Jim Veiman Jim.Veiman@newbrightonmn.gov before  New Brighton Shade Tree Disease cutting
Roseville	https://www.cityofroseville.com/DocumentCenter/View/23983/EAB-Fact-Sheet None-Just let Ryan Johnson know and remember construction hours  RE_Ash Tree Removal.msg
Vadnais Heights	None per Katie Everett  RE_Ash tree removal.msg
City of White Bear Lake	None- https://www.whitebearlake.org/sites/default/files/fileattachments/administration/page/1721/chapter_706.pdf  RE_Ash Tree Removal.msg
Little Canada	http://www.littlecanadamn.org/DocumentCenter/View/313/1701-Dutch-Elm-Disease-PDF?bidId=
Arden Hills	https://www.cityofardenhills.org/DocumentCenter/View/306/Tree-Preservation-Ordinance-Information?bidId= and http://library.amlegal.com/nxt/gateway.dll/Minnesota/ardenhills_mn/ardenhillsmncodeofordinances?f=templates\$fn=default.htm\$3.0\$vid=amlegal:ardenhills_mn

Exhibit C

Waste Resource and Management

1. The County's top priority for waste management and the use of resources is to reduce the volume and toxicity of the waste produced in its operations. The Manager shall use County facilities, equipment and other resources in an environmentally responsible manner so that energy is conserved, and resources are sustained instead of depleted.
2. The Manager shall meet the following objectives in its day-to-day operations:
 - a. Foodservice waste shall be minimized. The Manager shall work with the County to identify waste reduction and reuse opportunities and develop strategies to implement them.
 - b. The separation of recyclables and organic materials from the foodservice waste stream, as directed by the County's recycling and organic management program, shall be maximized. *Recyclables* include: cardboard, recyclable paper, cans, glass and plastic food and beverage containers, and additional materials as identified by the County. *Organic materials* include: food waste (e.g. food preparation waste, plate waste expired or spoiled food and unserved edible food, non-recyclable paper and cardboard, wood waste and additional materials identified by the County. Separation of recyclables and organic materials from the foodservice waste stream includes training food service staff on what types of materials are acceptable, placing recyclables and organic materials in the appropriate collection containers provided by the County, preparing recyclables and organic materials for storage and shipment (e.g. flattening cardboard boxes) and transferring recyclables and organic materials to storage areas designated by the County, as appropriate.
 - c. The use of garbage disposals to grind and sewer food waste will be minimized and eliminated, wherever possible.
 - d. Unless otherwise provided by the County's recycling and organics management program, grease and fat shall be disposed of in separate containers that will be stored in the trash compactor room and shall be removed as per arrangement between the successful bidder and a designated grease and fat recycling vendor.
 - e. Residual foodservice waste not accepted in the County's recycling and organics management program shall be transferred and placed in the compactor or other disposal equipment.
 - f. The Manager shall keep the loading dock or loading area free of obstructions and in a state of cleanliness that meets the satisfaction of the Department of Health.

Sponsor: Parks & Recreation

Meeting Date: 5/14/2024

Title: Agreement with Foley Professional Golf Service, LLC for Golf Professional Services at Keller Golf Course.

File Number: 2024-158

Background and Rationale:

Ramsey County Parks & Recreation oversees a system of four golf courses: Goodrich Golf Course, Island Lake Golf Course and Training Center, Keller Golf Course and Manitou Ridge Golf Course. Goodrich Golf Course is located in Maplewood and includes an 18-hole golf course and club house. In 2023, over 34,100 rounds were played. Foley Professional Golf Service, LLC has been operating the course since 2014, and included the County Manager approving a one-year renewal option. The professional services agreement ended on December 31, 2023. The new agreement includes revenue share incentives for the Golf Course Professional (hereinafter referred to as Pro) to reach stated targets. These incentives will promote the sale of golf to the benefit of both the Pro and the county. The Pro will be responsible for all business expenses, i.e., wages for employees, supplies and inventory necessary to meet the scope of the agreement. Terms of the new agreement are consistent with the previous agreement, with the exception of the following revenue shares:

- Retainers-The Pro will be paid a retainer of \$44,000 in year one and \$47,000 in years two through three and \$49,000 in years four through five.
- Greens fees-The Pro will receive 10% of the revenue, less sales tax, on green fees up to \$850,000 and 15% of such over \$850,000.
- Cart rentals-The Pro will receive 10% of the revenue, less sales tax, on cart rentals up to \$200,000 and 15% of such over \$200,000.
- Driving range-The county shall receive 10% of gross revenues for driving range activities from the first dollar (\$1) up to forty thousand dollars (\$40,000) and 5% of gross revenues for driving range activities from \$40,001 and beyond.

On December 2, 2022, in accordance with county procurement policies and procedures, a competitive solicitation for golf course operations was issued for professional services at four golf courses. Below is the competitive solicitation summary:

- Request for bids title: Golf professional services.
- Request for bids release date: December 2, 2022.
- Request for bids response due date: January 4, 2023.
- Number of contractors notified: 1,046.
- Number of requests for bids received: 3.
- Contractor recommended: Foley Professional Golf Services.

Ramsey County Parks & Recreation recommends Foley Professional Golf Service, LLC, to operate Keller Golf Course. It has been determined that a professional labor agreement will be required. Mark Foley is engaged in the golf course industry, has demonstrated a strong commitment to providing a high level of customer service and to growing the game of golf.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the agreement with Foley Professional Golf Service, LLC, 1301 Berwick Lane, Mahtomedi, MN 55115, for golf professional services at Keller Golf Course located at 2168 Maplewood Drive, Maplewood, MN 55109 from May 15, 2024, through December 31, 2033, with an option to extend for an additional five-year term for the estimated amount of \$1,700,000 during the initial 10-year term.
2. Authorize the Chair and Chief Clerk to execute the agreement.

A motion to approve was made by Commissioner Ortega, seconded by Commissioner Xiong.

Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 

Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2024-159

Meeting Date: 5/14/2024

Sponsor: Property Management

Title

Agreement with Morcon Construction Company, Inc. for Metro Square Lower Level Conference Center Remodel Project

Recommendation

1. Approve the selection of and agreement with Morcon Construction Company, Inc., 5151 Industrial Boulevard Northeast, Fridley, MN 55421, for the Metro Square Lower Level Conference Center Remodel project, for the period of May 14, 2024 through May 13, 2025, in the not-to-exceed amount of \$787,850.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Background and Rationale

Ramsey County is in the process of transforming Metro Square into the primary office location for the majority of county staff, and as such, is undertaking a project to enhance the common staff space on the lower level of the building. Architectural, mechanical, electrical, low voltage, fire system, plumbing, and other modifications and improvements will be made to the lower-level shared space and conferencing space. The purpose of these modifications is to create a more welcoming and inclusive staff space that will update existing staff break space, update existing conference and training rooms, and create three huddle rooms as well as wellness, lactation, and prayer rooms for staff use.

On February 14, 2024, in accordance with county procurement policies and procedures, a competitive solicitation for the project was issued. Below is the competitive solicitation summary:

- Request for Bids Title: Metro Square Conference Room Remodel
- Request for Bids Release Date: February 14, 2024
- Request for Bids Response Due Date: March 14, 2024
- Number of Contractors Notified: 1666
- Number of Request for Bids Responses Received: 8
- Contractor Recommended: Morcon Construction Company, Inc.

Ramsey County Property Management recommends Morcon Construction Company, Inc. for the project award.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The racial equity impact of this project is not fully known. The project will include workforce inclusion goals of

32% minority and 20% women, as well as a goal of utilizing 32% certified small businesses (SBEs) found in the CERT directory recognized by the county as the acceptable source for SBE subcontractors and suppliers in conformance with the county's approved policy on workforce inclusion and contracting goals.

Community Participation Level and Impact

There is no community participation associated with this action.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Funding for the Agreement with Morcon Construction Company, Inc., in an amount of \$787,850, is available in the 2023 Metro Square Renovation Capital Improvement Program budget.

Last Previous Action

None.

Attachments

1. Agreement with Morcon Construction Company

RAMSEY COUNTY PROCUREMENT CONTRACT

Property Management

PROPERTY MANAGEMENT
 SUITE 2200
 121 SEVENTH PLACE EAST
 ST. PAUL MN 55101
 USA

Supplier 0000107845
 MORCON CONSTRUCTION CO INC
 5151 INDUSTRIAL BLVD NE
 FRIDLEY MN 55421-1010
 USA

Open

Dispatch via Print

Contract ID CC003203		Page 1 of 1	
Contract Dates 05/14/2024 to 05/13/2025	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: METRO SQ CONFERENCE REMODEL		Contract Maximum 787,850.00	

Tax Exempt? N Tax Exempt ID:

Contract Lines:

Line #	Supplier Item	Item Desc	UOM	Minimum Order		Maximum / Open	
				Qty	Amt	Qty	Amt
1		CONSTRUCTION	LOT	1.00	0.00	0.00	0.00

PROVIDE ALL SUPPLIES, EQUIPMENT, MATERIALS AND LABOR REQUIRED TO REMODEL THE CONFERENCE SPACE AND CAFE' SPACE IN THE LOWER LEVEL OF THE METRO SQUARE FACILITY IN ACCORDANCE WITH THE SOLICITATION RFB-PRMG30646-0-2024/KB RELEASED 02/14/2024 (WHICH INCORPORATES THE DRAWINGS AND SPECIFICATIONS) AND ALL ADDENDA, AND CONTRACTOR SOLICITATION RESPONSE DATED 03/14/2024.

\$682,500.00 BASE BID PRICE
 \$ 90,850.00 ALLOWANCE PRICING #1 - REPLACEMENT OF CEILING PANELS (NEW PANELS, GRIDS TO REMAIN)
 \$ 12,000.00 ALLOWANCE PRICING #2 - REPLACEMENT OF DOORS (TYPE 1 DOOR, WD FINISH, W/SALVAGE HARDWARE/FRAME)
 \$ 2,500.00 ALLOWANCE PRICING #3 - PAINT SOUTH STAIR WELLS AND VESTIBULE AT FIRST FLOOR

\$787,850.00 PROJECT TOTAL

CONTRACTOR CONTACT: MASON BLEES
 CONTRACTOR PHONE#: 763-546-6066
 CONTRACTOR E-MAIL: MBLEEW@MORCON.COM

COUNTY CONTACT: VAL HEIDER
 COUNTY PHONE#:
 COUNTY E-MAIL: VALERIE.HEIDER@CO.RAMSEY.MN.US

REQ# PRMG30646

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

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

Unauthorized



1. Contracting for Equity

1.1. Commitment to Advancing Racial Equity

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

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

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

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

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

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

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

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

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

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

1.3. Equal Employment Opportunity and Civil Rights

1.3.1.

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

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

1.3.2.

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

1.3.3.

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

1.3.3.1.

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

1.3.3.2.

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

1.3.3.3.

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

1.4. Utilization of Certified Vendors

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

1.5. Diverse Workforce Initiative

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

1.6. Workforce and Contracting Inclusion Reporting

1.6.1. Contracting Inclusion

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

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

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

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

1.6.2. Workforce Inclusion

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

1.7. Diverse Workforce Inclusion Resources

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

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

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

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

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

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

2. General Contract/Agreement Terms and Conditions

2.1.

The Contract resulting from this solicitation shall contain the following terms and conditions stated in this Section 3.

2.2. Definitions

AGREEMENT

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

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

AGGREGATE

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

BID

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

BIDDER

The individual or entity who submits a Bid to Owner.

CALENDAR DAY

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

CONTRACTOR

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

CONTRACT DOCUMENTS

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

CONTRACT PRICE

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

CONTRACT TIME

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

DETOUR

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

EASEMENT

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

FIELD ORDER

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

GUARANTEED ANALYSIS

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

HOLIDAYS

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

INDUSTRY STANDARD

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

MATERIALS

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

PAY, BID OR CONTRACT ITEM

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

NOTICE TO PROCEED

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

OWNER

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

OWNERS REPRESENTATIVE

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

PLAN(S)

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

PROJECT

The Work to be performed under the Contract Documents.

PUNCH LIST

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

SHOP DRAWINGS

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

SPECIFICATIONS

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

SUBCONTRACTOR

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

SUBSTANTIAL COMPLETION

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

SUPPLEMENTAL AGREEMENT

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

SUPPLIERS

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

WORK

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

2.3. Order of Governance

2.3.1.

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

2.3.2.

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

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

2.3.3.

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

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

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

2.4. Payment

2.4.1.

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

2.4.2.

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

2.4.3.

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

2.4.4.

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

2.5. Application for Payments

2.5.1.

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

2.5.2.

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

2.5.3. Surety Deposit Requirement for Non-Minnesota Construction Contractors

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

2.5.4.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount. Payment for Materials stored will be conditioned on the following: The Contractor shall submit evidence to establish the Owner's title to such materials; acceptable provisions have been made for storage; the Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored Material.

2.5.5.

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

2.5.6.

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

2.5.7.

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

2.5.8.

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

2.5.9.

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

2.5.10.

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

2.5.11.

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

2.5.12.

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

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

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

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

2.6. Payment for Uncorrected Work

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

2.7. Payment for Rejected Work and Materials

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

2.8. Payment for Extra Work

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

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

2.9.1.

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

2.9.2.

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

2.10. Release of Liens

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

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

2.11. Materials Furnished by the Contractor

2.11.1.

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

2.11.2.

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

2.11.3.

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

2.11.4.

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

2.11.5.

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

2.12. Materials Furnished by Owner

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

2.13. Storage of Materials

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

2.14. Independent Contractor

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

2.15. Successors, Subcontracting and Assignment

2.15.1.

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

2.15.2.

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

2.15.3.

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

2.15.4.

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

2.15.5.

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

2.15.6.

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

2.15.7.

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

2.15.8.

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

2.15.9.

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

2.16. Compliance With Legal Requirements

2.16.1.

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

2.16.2.

Unless otherwise provided in the Agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the Work.

2.16.3.

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

2.16.4.

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

2.16.5.

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

2.16.6.

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

2.16.7.

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

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

2.16.8.

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

2.17. Permitting

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

2.18. Data Practices

2.18.1.

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

2.18.2.

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

2.18.3.

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

devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

2.19. Security

2.19.1.

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

2.19.2.

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

2.19.3.

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

2.19.4.

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

2.19.5.

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

2.20. Indemnification

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

performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

2.21. Contractor's Insurance

2.21.1.

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

2.21.2.

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

2.21.3.

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

2.21.3.1.

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

2.21.4. Workers' Compensation

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

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

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

2.21.5.

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

liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

2.21.6.

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

2.21.7.

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

2.21.8.

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

2.21.9.

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

2.21.10. Railroad Protective

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

2.21.11.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

2.21.12.

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

2.21.13.

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

2.21.14.

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

2.21.15. Property Insurance

2.21.15.1.

The County shall purchase and maintain, in a company or companies authorized to do business in the jurisdiction in which the Project is located, property insurance upon the Work to the fullest insurable value thereof on a replacement cost basis, subject to a deductible of \$100,000. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County has an insurable interest in the property required by this Section 2) to be insured, whichever is earlier. This insurance shall include interests of the County, the Contractor, and their respective contractors and subcontractors in the Work. The Contractor shall be responsible for the deductible under this policy, and all other costs not covered by property insurance up to the date of Substantial Completion, and all such costs shall be considered as a Cost of the Work.

2.21.15.2.

Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, rigging & hoisting, terrorism, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the services and expenses of the Contractor's Architect and other professionals required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

2.21.15.3.

Unless otherwise provided, the County shall purchase and maintain such boiler and machinery insurance required by this Agreement or by law, which shall specifically cover such insured objects during installation and until final acceptance by the County. This insurance shall include interests of the County, the Contractor, the Contractor's contractors and subcontractors in the Work, and the Contractor's Architect and other design professionals. The County and the Contractor shall be named insureds.

2.21.15.4.

A loss insured under the County's property insurance shall be adjusted by the County as fiduciary and made payable to the County as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable

mortgagee clause and of Section 2.6). The Contractor shall pay contractors their shares of insurance proceeds received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require contractors to make payment to their subcontractors in similar manner.

2.21.15.5.

Before an exposure to loss may occur, the County shall file with the Contractor a copy of a Certificate of Insurance for each policy that includes insurance coverages required by this Section 2). Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) business days' prior written notice has been given to the Contractor.

2.21.15.6.

The County as trustee shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing, within five (5) business days after such notification of the County's intent to exercise this power; if such objection be made, the parties shall enter into dispute resolution under procedures provided in this Agreement. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

2.21.15.7.

Partial occupancy or use prior to Substantial Completion shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The County and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall not, without mutual written consent, take any action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of coverage.

2.21.16. Waiver of Subrogation

The Contractor waives all rights against the County and the Architect and other design professionals, contractors, subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by property or builders risk insurance applicable to the Work, except to such rights as they may have to proceeds of such insurance held by the Trustee. The Owner or Contractor as appropriate, shall require from contractors and subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of the parties enumerated in this Section. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

2.21.17.

The County shall be responsible for purchasing and maintaining the County's usual liability insurance and/or self-insurance program.

2.21.18.

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

2.22. Omission of Express Reference

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

2.23. Notice to Proceed

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

2.24. Pre-Construction Conference

2.24.1.

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

2.24.2.

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

2.24.3.

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

2.25. Audit

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

2.26. Notices

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

County:

Va Heider, Property Management, 121 7th Place East, Suite 2200, Saint Paul, MN 55101

Contractor:

Mason Blees, Morcon Construction Co, Inc, 5151 Industrial Blvd NE, Fridley, MN 55421

2.27. Non-Conforming Services

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

2.28. Setoff

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

2.29. Conflict of Interest

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

2.30. Respectful Workplace and Violence Prevention

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

2.31. Force Majeure

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

2.32. Unavailability of Funding - Termination

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

2.33. Termination by the County

2.33.1.

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

2.33.2.

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

2.33.3.

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

2.33.4.

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

2.33.5.

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

2.34. Interpretation of Agreement; Venue

2.34.1.

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

2.34.2.

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

2.35. Protection of Persons and Property

2.35.1.

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

2.35.2.

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

2.36. Warranty

2.36.1.

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

2.36.2.

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

2.36.3.

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

2.36.4.

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

2.36.5.

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

2.37. Infringement

2.37.1.

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

2.37.2.

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

2.38. Title - Risk of Loss

2.38.1.

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

2.38.2.

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

2.39. Submittals

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

2.40. Clean Up

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

2.41. Prevailing Wage (Construction and Labor)

2.41.1.

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

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

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

2.41.2.

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

2.41.3.

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

2.41.4.

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

2.41.5.

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

2.41.6.

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

2.42. Debarment and Suspension

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

2.43. Project Labor Agreement

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

2.44. Alteration

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

2.45. Performance and Payment Bonds

2.45.1.

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

2.45.1.1.

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

2.45.1.2.

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

2.45.1.3.

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

2.45.1.4.

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

2.45.1.5.

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

2.45.1.6.

Checks are not accepted in lieu of a Bond.

2.45.2.

The bonds shall each be in the amount of 100% of the Contract Price. The term "contract", as used herein, shall include the original agreement plus all subsequent change

orders and/or amendments. The Contract Price to which the principal is bound shall be the amount as reflected by the terms of the contract.

2.45.3.

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

2.45.4.

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

2.46. Schedule Progress

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

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

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

Failure of the Contractor to comply with the requirements of this subparagraph shall be grounds for determination that the Contractor is not performing the Work with such diligence as will ensure completion within the time specified in the Agreement between the County and the Contractor. Upon such determination, the County may terminate the Contractor's right to proceed with the Work, or any separable part thereof, in accordance with other applicable provisions of the Contract or may obtain the services required to bring the Work into compliance with the schedule at the Contractor's cost.

2.47. Changes in Work

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

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

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

Change Orders

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

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

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

Construction Change Directives

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

2.48. Minor Changes in the Work

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

2.49. Oral Agreements

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

2.50. Maintenance of Record Drawings at Site and Shop Drawings

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

2.51. Final Inspection

2.51.1.

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

2.51.2.

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

2.51.3.

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

2.51.4.

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

2.52. Final Payment

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

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

8. a complete report describing efforts and outcomes of those efforts towards achievement of Project SBE and labor utilization goals; and sustainability goals, if applicable.

2.53. Liquidated Damages

All time limits stated in these Contract Documents are of the essence of the Agreement. The County and the Contractor recognize that time is of the essence with regard to completion of the Work, and that the County will suffer financial loss, and other loss if the Work is not substantially completed or completed by the respective time specified in the approved project schedule, plus any extensions thereof allowed in accordance with the provisions of the Agreement. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by the County if the Work is not completed on time. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages for delay (but not as penalty), Contractor shall be assessed the sum of **xxxx** dollars (**\$xxxx**) for each working day that expires after the time specified for Substantial Completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time specified in the approved project schedule, plus any extensions thereof allowed in accordance with the provisions of the Agreement, the Contractor shall be assessed the sum of **xxx** dollars (**\$xxx**) for each working day that expires after Substantial Completion and readiness for Final Payment until the Work is completed and ready for Final Payment. Both parties agree that the specified amount is a reasonable approximation of the damages that would be suffered by the County, which damages are difficult precisely to calculate. Assessed liquidated damages will be withheld from progress payments. If the assessed liquidated damages exceed the amount of unpaid progress payments, the Contractor shall pay the remainder upon receipt of an invoice from the County.

2.54. Warning Signs and Barricades

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

2.55. Crossing Utilities

2.55.1.

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

2.55.2.

The Contractor shall protect that which is to remain and shall conduct all installation operations in a manner that will not damage or jeopardize the surrounding plant life designated to remain. Equipment operating around existing trees shall use extreme caution to prevent damage to roots, trunks, and branches. The Contractor shall verify the location and elevation of existing utilities in the area of work. Any damage to utilities, trees or other existing-to-remain items shall be repaired at the Contractor's expense.

2.56. Sanitary Provisions

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

2.57. Preservation of Historical Objects

2.57.1.

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

2.57.2.

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

2.57.3.

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

2.58. Lands by Owner

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

2.59. Land by Contractor

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

2.60. Private Property

The Contractor shall not enter upon private property for any purpose without obtaining permission from the owner, and shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every

precaution necessary to prevent damage or injury thereto. The Contractor shall protect carefully from disturbance or damage all monuments and property marks until the Owner's Representative has witnessed or otherwise referenced their location and shall not remove them until directed.

2.61. Shop Drawings

2.61.1.

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

2.61.2.

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

2.61.3.

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

2.61.4.

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

- a. Dimensions.
- b. Identification of products.
- c. Fabrication and installation Plans.
- d. Roughing-in and setting diagrams.
- e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
- f. Shop work manufacturing instructions.
- g. Templates and patterns.
- h. Schedules.
- i. Notation of coordination requirements.
- j. Notation of dimensions established by field measurement.

- k. Seal and signature of professional engineer if specified.
- l. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2.61.5.

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

2.62. Substitutions After Award of Agreement

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

2.63. Submittals

2.63.1.

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

2.63.2.

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

2.63.3.

Product data for equipment reviewed by the Owner's Representative does not in any case supersede the Contract Documents. The review of the Owner's Representative shall not relieve the Contractor from responsibility for deviations from drawings or specifications

unless the Contractor has in writing called the Owner's Representative's attention to such deviations at the time of furnishing said data. Nor shall such review relieve the Contractor from responsibility for errors of any sort in the items furnished. The Contractor shall check the work described by the product data with the Contract.

2.63.4.

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

2.63.5.

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

2.64. Intent of Plans and Specifications

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

2.65. Discrepancies

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

2.66. Additional Instructions and Detail Drawings

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

Sponsor: Property Management

Meeting Date: 5/14/2024

Title: Agreement with Morcon Construction Company, Inc. for Metro Square Lower Level Conference Center Remodel Project

File Number: 2024-159

Background and Rationale:

Ramsey County is in the process of transforming Metro Square into the primary office location for the majority of county staff, and as such, is undertaking a project to enhance the common staff space on the lower level of the building. Architectural, mechanical, electrical, low voltage, fire system, plumbing, and other modifications and improvements will be made to the lower-level shared space and conferencing space. The purpose of these modifications is to create a more welcoming and inclusive staff space that will update existing staff break space, update existing conference and training rooms, and create three huddle rooms as well as wellness, lactation, and prayer rooms for staff use.

On February 14, 2024, in accordance with county procurement policies and procedures, a competitive solicitation for the project was issued. Below is the competitive solicitation summary:

- Request for Bids Title: Metro Square Conference Room Remodel
- Request for Bids Release Date: February 14, 2024
- Request for Bids Response Due Date: March 14, 2024
- Number of Contractors Notified: 1666
- Number of Request for Bids Responses Received: 8
- Contractor Recommended: Morcon Construction Company, Inc.

Ramsey County Property Management recommends Morcon Construction Company, Inc. for the project award.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the selection of and agreement with Morcon Construction Company, Inc., 5151 Industrial Boulevard Northeast, Fridley, MN 55421, for the Metro Square Lower Level Conference Center Remodel project, for the period of May 14, 2024 through May 13, 2025, in the not-to-exceed amount of \$787,850.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

A motion to approve was made by Commissioner Ortega, seconded by Commissioner Xiong.
Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2024-156

Meeting Date: 5/14/2024

Sponsor: Property Management

Title

Fourth Amendment to Lease Agreement with Face to Face Health & Community Services, Inc.

Recommendation

1. Approve the Fourth Amendment to the Lease Agreement with Face to Face Health & Community Services, Inc., 1156 Arcade Street, Saint Paul, MN 55106, for the existing leased space, and an additional 5,088 square feet of office space, in the Annex of the Metro Square Building, 121 7th Place East, Saint Paul, MN 55101, for the period from amendment commencement date through June 30, 2032, and for a rental rate equal to the Ramsey County blended rate for county departments.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.
3. Authorize the County Manager to execute non-financial documents and certifications related to the Lease Agreement or changes in property ownership.

Background and Rationale

Face to Face Health & Community Services, Inc. ("Face to Face"), a non-profit organization dedicated to the needs of youth aged 11 to 24, has been providing drop-in center services for youth in the Metro Square Building since October 1, 2015. These services include assistance with food, clothing, and finding shelter for those who are unhoused, and assisting those aged 14 to 21 who are at risk of becoming unhoused. Ramsey County recognizes the continuing importance and need for these services and is offering Face to Face an opportunity to expand its space at Metro Square and to extend its lease through June 30, 2032.

As part of the terms of the amendment for lease extension and additional space, the rental rate will be equal to the Ramsey County blended rate as approved and set by the Ramsey County Board of Commissioners for all county departments and as managed by the Property Management department. Base rent will be adjusted on the first day of the effective year where any change in the blended rate is approved by the Ramsey County Board.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The unhoused population continues to be a growing issue in the community, and one that continues to have disparate racial impacts. Recent data for Ramsey County indicates that, per capita, African American and American Indian residents are over ten times more likely than White residents to be unhoused.

According to the National Coalition for the Homeless, providing assistance to unhoused youth is especially challenging. Causes include family problems, economic problems, and residential instability. Unhoused youth face severe challenges in obtaining an education and supporting themselves emotionally and financially. Having community resources focused on the specific challenges faced by unhoused youth is especially valuable in our community.

Community Participation Level and Impact

There is no community engagement for this lease amendment.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Face to Face currently pays \$8,279 per month for its existing leased space. Beginning in June 2024, Ramsey County will receive additional monthly revenue in an amount of \$5,139 as rent for the additional leased space. This additional rent revenue is not included in the approved 2024-2025 Property Management budget. Revenue and expenditure budget in 2024 will be adjusted for this unplanned revenue and expenditure. For 2025, Ramsey County will receive a total monthly revenue of \$14,295, or \$171,542 in revenue for the entire year, with the additional rent representing the approved increase in the blended rate for 2025.

Last Previous Action

On June 28, 2022, the Ramsey County Board of Commissioners approved the third amendment to the Lease Agreement with the Face to Face Health & Community Services, Inc for the Annex of the Metro Square Building (Resolution B2022-153).

Attachments

1. Fourth Amendment to the Lease Agreement

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE (“Fourth Amendment”) is dated this 14th day of May, 2024 (the “Amendment Effective Date”), between Face to Face Health & Community Services, Inc., a Minnesota nonprofit corporation, 1165 Arcade Street, Saint Paul, MN 55106 (“Lessee”), and Ramsey County, a political subdivision of the State of Minnesota, 15 West Kellogg Boulevard, Saint Paul, Minnesota 55101 (“Lessor”).

RECITALS

- A. Lessor and Lessee are the Lessor and Lessee under that certain Lease Agreement dated October 1, 2015 (the “Original Lease”), as amended by (i) that certain First Amendment to the Lease dated January 12, 2021, (ii) that certain Second Amendment to the Lease dated January 18, 2022, and (iii) that certain Third Amendment to the Lease dated June 28, 2022 (the Original Lease, as so amended, the “Lease”), whereby Lessee leases from Lessor approximately 8,272 square feet of usable space and common area on the second and third floors of the Building at 121 7th Place East, Saint Paul, Minnesota 55101, as more fully described and depicted in the Lease (the “Original Premises”);
- B. The current “Term” of the Lease (also referred to as the “Lease Term”) will expire on June 30, 2025;
- C. Lessor has concluded that it is in the best interests of the public health, safety, and welfare that Lessee continue to provide services to residents of Ramsey County in an expanded space; and
- D. The parties desire to extend the Lease Term and to expand the Original Premises by adding to and including in the Premises approximately 5,088 rentable square feet of space, located on the first floor of the Building and depicted on and labeled “Expansion Space” on Exhibit A, attached hereto and made apart hereof (the “Expansion Space”), all as more fully described herein.

NOW THEREFORE, based on the mutual promises and on the terms and conditions stated herein, and for the good and valuable consideration described herein, the sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

- 1. Recitals. The Recitals are correct and are incorporated herein.
- 2. Definitions. Capitalized terms used herein but not defined shall have the meanings therefor that are set forth in the Lease.
- 3. Lease Term. The Lease Term is hereby extended through and including June 30, 2030.
- 4. Expansion of Premises; “AS-IS” Condition. From and after the Amendment Effective Date, the term “Premises” means the Original Premises and the Expansion Space. Lessee may take possession of and occupy the Expansion Space on the Amendment Effective Date.

EXCEPT AS OTHERWISE PROVIDED HEREIN, LESSEE EXPRESSLY ACKNOWLEDGES AND ACCEPTS THAT LESSOR IS LEASING THE PREMISES (INCLUDING THE EXPANSION SPACE) TO LESSOR IN IN “AS-IS” CONDITION, WITH ALL FAULTS. LESSEE ACKNOWLEDGES AND ACCEPTS THAT LESSEE IS LEASING THE PREMISES (INCLUDING THE EXPANSION SPACE) IN ITS CURRENT “AS IS” CONDITION AND WITHOUT ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES FROM LESSOR, EITHER EXPRESSED OR IMPLIED, AS TO SUITABILITY OR CONDITION, AND LESSEE HEREBY ACCEPTS THE LEASED PREMISES (INCLUDING THE EXPANSION SPACE) IN SUCH CONDITION.

Lessor’s Work. Lessor will, within a reasonable time after the Amendment Effective Date, install one fire rated standard single door, and construct one demising wall at the Expansion Space (“Lessor’s Work”). Lessor will complete Lessor’s Work within a reasonable time after the Amendment Effective Date, and shall notify Lessee when Lessor’s Work is complete. The date that Landlord notifies Lessee that Lessor’s Work is complete shall be the “Expanded Premises Rent Commencement Date”.

5. Rent Schedule. The “Rent Schedule” for the remainder of the Lease Term is amended to apply the following rental rates:

Lease Period	Base Rent Per Square Foot	Rentable Area	Monthly Base Rent
Amendment Effective Date until Expanded Premises Rent Commencement Date	\$12.01	8,272 sq. ft.	\$8,278.89
Expanded Premises Rent Commencement Date – December 31, 2024	\$12.01	13,360 sq. ft.	\$13,371.13
January 1, 2025 – December 31, 2025	\$12.84	13,360 sq. ft.	\$14,295.20
January 1, 2026 – December 31, 2026	\$12.84 *	13,360 sq. ft.	\$14,295.20 *
January 1, 2027 – December 31, 2027	\$12.84 *	13,360 sq. ft.	\$14,295.20 *
January 1, 2028 – December 31, 2028	\$12.84 *	13,360 sq. ft.	\$14,295.20 *
January 1, 2029 – December 31, 2029	\$12.84 *	13,360 sq. ft.	\$14,295.20 *
January 1, 2030 – June 30, 2030	\$12.84 *	13,360 sq. ft.	\$14,295.20 *
January 1, 2030 – June 30, 2031	\$12.84 *	13,360 sq. ft.	\$14,295.20 *
January 1, 2030 – June 30, 2032	\$12.84 *	13,360 sq. ft.	\$14,295.20 *

* Base rent per square foot shall be in an amount equal to the Ramsey County Blended Rate as approved and set by the Ramsey County Board of Commissioners for all County tenants of the Property Management Department. Base Rent will be adjusted annually on the first day of the effective year any change in the Blended Rate is approved by the County Board.

6. Furniture and Cubicles. Lessor hereby quit claims and conveys to Lessee all of Lessor’s interest in and to the office furniture and cubicles currently located within the Premises (including the Expansion Space) (collectively, the “Personal Property”), in its current “as-is” condition, with

no representations or warranties, either express or implied, as to suitability or condition, and Lessee hereby accepts the Personal Property in such "as-is" condition.

7. The Lessee may terminate this Lease Agreement, for any reason, through a mutual termination agreement before the expiration date by giving the Landlord a written notice of at least 60 days. The Landlord may terminate this Lease Agreement before the expiration date by giving the Lessee a written notice of at least 30 days and complying with the state laws regarding landlord-tenant relations.

8 All other terms and conditions of the Lease are ratified and remain in full force and effect, unmodified except as expressly modified by this Fourth Amendment.

[Signature page follows]

IN WITNESS THEREOF, the parties have caused this Fourth Amendment to Lease to be executed as of the Amendment Effective Date.


LESSOR

LESSEE

COUNTY OF RAMSEY

Face to Face Health & Counseling Services, Inc.

Trista Martinson, Chair
Ramsey County Board of Commissioners


By:  _____

Name: Hanna Getachew-Kreusser

Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners


Title: Executive Director

Recommended for Approval:



Jean R. Krueger
Director of Property Management

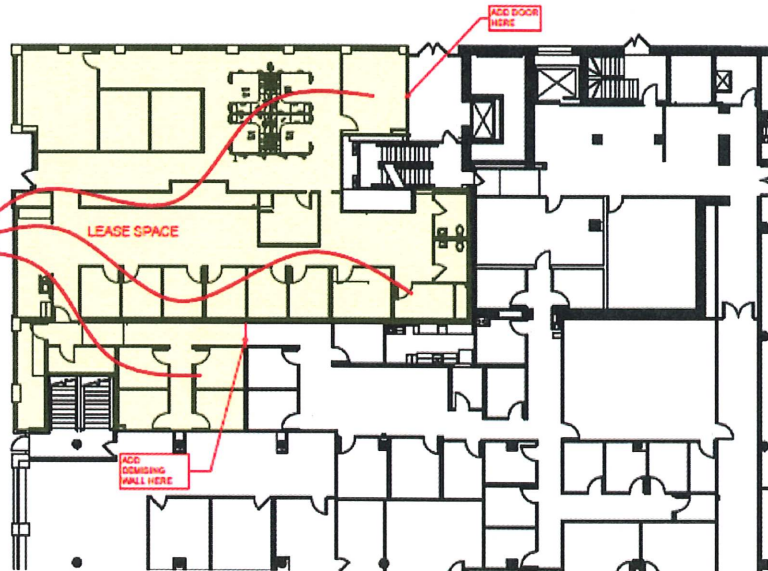
Approved as to form:



Kathleen Ritter
Assistant Ramsey County Attorney

**EXHIBIT A TO FOURTH
AMENDMENT TO LEASE
AGREEMENT**

EXPANSION SPACE
(highlighted in
yellow)



Sponsor: Property Management, Housing Stability

Meeting Date: 5/14/2024

Title: Fourth Amendment to Lease Agreement with Face to Face Health & Community Services, Inc.

File Number: 2024-156

Background and Rationale:

Face to Face Health & Community Services, Inc. ("Face to Face"), a non-profit organization dedicated to the needs of youth aged 11 to 24, has been providing drop-in center services for youth in the Metro Square Building since October 1, 2015. These services include assistance with food, clothing, and finding shelter for those who are unhoused, and assisting those aged 14 to 21 who are at risk of becoming unhoused. Ramsey County recognizes the continuing importance and need for these services and is offering Face to Face an opportunity to expand its space at Metro Square and to extend its lease through June 30, 2032.

As part of the terms of the amendment for lease extension and additional space, the rental rate will be equal to the Ramsey County blended rate as approved and set by the Ramsey County Board of Commissioners for all county departments and as managed by the Property Management department. Base rent will be adjusted on the first day of the effective year where any change in the blended rate is approved by the Ramsey County Board.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the Fourth Amendment to the Lease Agreement with Face to Face Health & Community Services, Inc., 1156 Arcade Street, Saint Paul, MN 55106, for the existing leased space, and an additional 5,088 square feet of office space, in the Annex of the Metro Square Building, 121 7th Place East, Saint Paul, MN 55101, for the period from amendment commencement date through June 30, 2032, and for a rental rate equal to the Ramsey County blended rate for county departments.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.
3. Authorize the County Manager to execute non-financial documents and certifications related to the Lease Agreement or changes in property ownership.

A motion to approve was made by Commissioner Moran, seconded by Commissioner Xiong.
Motion passed.

Aye - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 

Mee Cheng, Chief Clerk - County Board

Item Number: 2024-150

Meeting Date: 5/14/2024

Sponsor: Sheriff's Office

Title

Grant Agreements with the Minnesota Department of Public Safety for Community Crime Prevention Programs

Recommendation

1. Ratify the submittal of the grant applications to the Minnesota Department of Public Safety, Office of Justice Programs, for Community Crime Intervention and Prevention Programs.
2. Accept a grant award and approve a grant agreement with Minnesota Department of Public Safety for community-based programing for crime prevention services for communities most impacted by violence, for the period of May 14, 2024 to December 31, 2025 in the amount of \$250,000.
3. Accept a grant award and approve a grant agreement with Minnesota Department of Public Safety for community-based programing for crime prevention services, including community outreach, for the period of May 14, 2024 to December 31, 2025 in the amount of \$425,000.
4. Authorize the Chair and Chief Clerk to execute the grant agreements.
5. Authorize the County Manager to enter into agreement 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 funds.
6. Approve an increase in the personnel complement of the Sheriff's Office by 2.0 Full-Time Equivalent Deputy Sheriffs.

Background and Rationale

In the fall of 2023, the Ramsey County Sheriff's Office applied for two grants from the Minnesota Department of Public Safety, Office of Justice Programs, Community Crime Intervention and Prevention Program. The two grant applications were proposals for community-based programming related to youth services, violence prevention, and community outreach. In February 2024, the Sheriff's Office was notified that the two grant proposals were funded under this program through December 31, 2025.

For reference, the Minnesota Department of Public Safety provides funding under the Community Crime Prevention Program for community-based programs for crime or violence prevention and intervention programs that provide direct services to the community. This grant program can fund a wide variety of programs and projects, including but not limited to youth services, truancy programs, neighborhood watch, and resident engagement and programs to address the factors that contribute to a community's crime, delinquency, and disorder concerns. The state encourages innovation and involvement by members of the community served. The Community Crime Program is also a competitive grant program. A total of \$31,814,200 was available for grant awards. The Office of Justice Programs received 143 applications requesting over \$101,700,000. From this total, 115 applications were selected for funding, including the two awards made to the Sheriff's Office.

With this funding, the Sheriff's Office will establish and enhance community-based programming related to youth services, violence prevention, and community outreach. This includes but is not limited to violence interruption with Community Ambassadors and community outreach efforts to prevent crime and criminal activity. This work also includes outreach efforts to reduce the effect and recruitment of youth to gang and

criminal activity, including within communities that have been historically underserved, such as the Somali community. In program design and implementation, research and best practices of the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention, will be utilized.

The funding provided by the two grants total \$675,000 through December 31, 2025. Funding covers the costs of personnel, including salaries and benefits. A combination of full-time staff, as funded by this grant and included in this Request for Board Action, and temporary staff will be utilized to support youth services, violence prevention, and community outreach.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

The state’s policy on Rating Criteria for Competitive Grant Review establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities. In recent years, Ramsey County has experienced youth and adult violence at higher rates, which has often occurred at disproportioned rates, effecting historically underserved and marginalized communities. The use of grant funds helps to better serve communities that have been most impacted by violence by through prevention and outreach. This reinforces the county’s goals of well-being, prosperity, and opportunity. In addition, the State of Minnesota has a policy to ensure equity, diversity, and inclusion in making competitive grant awards (Executive Order 19.01).

Community Participation Level and Impact

State competitive grant review process includes community members. Reviews are conducted using identified criteria and a standardized scoring system to rate each application.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

The funding provided by the two grants total \$675,000 through December 31, 2025. Funding covers the costs of personnel, including salaries and benefits. A combination of full-time staff, as funded by this grant and included in this Request for Board Action, and temporary staff will be utilized to support youth services, violence prevention, and community outreach. Should grant funding not continue in future years, programs and services would be discontinued and the staffing complement would be reduced. Staff would be assigned to other positions that are vacant through attrition.

Last Previous Action

None.

Attachments

1. Grant Agreement - Community Crime Prevention
2. Grant Agreement - Community Crime Prevention



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Community Crime Intervention and Prevention 2024 Grant Contract Agreement No.: A-CC-2024-RAMSEYSD-046
Grantee: Ramsey County Sheriff’s Office 425 Grove Street St Paul, Minnesota 55101	Grant Contract Agreement Term: Effective Date: 4/1/2024 Expiration Date: 12/31/2025
Grantee’s Authorized Representative: Gabriel Exman, Grant Manager Ramsey County Sheriff’s Office 425 Grove Street Saint Paul, Minnesota 55101 (651) 266-9313 gabriel.exman@co.ramsey.mn.us	Grant Contract Agreement Amount: Original Agreement \$250,000.00 Matching Requirement \$0.00
State’s Authorized Representative: Michael Hreha, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 336-1695 Michael.hreha@state.mn.us	Federal Funding: None FAIN: N/A State Funding: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8 and Section 13 Special Conditions: Attached and incorporated into this grant contract agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Community Crime Intervention and Prevention 2024 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Community Crime Intervention and Prevention 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-CC-2024-RAMSEYSD-046 / 3-94169

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: Trista Martinson

Title: Chair, Ramsey County Board of Commissioners

Date: _____

Signed: _____

Print Name: Mee Cheng

Title: Chief Clerk, Ramsey County Board of Commissioners

Date: _____

Bob Fletcher Digitally signed by Bob Fletcher
Date: 2024.04.15 14:02:02
-05'00'

Signed: _____

Print Name: Bob Fletcher

Title: Ramsey County Sheriff

Date: 4/15/2024

Distribution: DPS/FAS
Grantee
State’s Authorized Representative

Approved as to Form:

Bradley Cousins 5/1/24
Assistant County Attorney Date



Special Conditions

1. Time limitations on funding use:

\$125,000.00 is available from April 1, 2024 through June 30, 2025.

\$125,000.00 is available from July 1, 2024 through December 31, 2025.

Budget Summary

CCIP: VIP - Violence Interrupter Program			
Budget Category		Award	
Salary & Fringe			
Staff Fringe	\$29,372.31		
Staff Payroll	\$195,627.69		
Total	\$225,000.00		
Contract Services			
Program Evaluation Study	\$25,000.00		
Total	\$25,000.00		
Total	\$250,000.00		



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Community Crime Intervention and Prevention 2024 Grant Contract Agreement No.: A-CC-2024-RAMSEYSD-107
Grantee: Ramsey County Sheriff’s Office 425 Grove Street St Paul, Minnesota 55101	Grant Contract Agreement Term: Effective Date: 4/1/2024 Expiration Date: 12/31/2025
Grantee’s Authorized Representative: Kyle Mestad, Undersheriff Ramsey County Sheriff’s Office 425 Grove Street Saint Paul, Minnesota 55101 (651) 266-9523 kyle.mestad@co.ramsey.mn.us	Grant Contract Agreement Amount: Original Agreement \$425,000.00 Matching Requirement \$0.00
State’s Authorized Representative: Michael Hreha, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 336-1695 Michael.hreha@state.mn.us	Federal Funding: None FAIN: N/A State Funding: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8 and Section 13 Special Conditions: Attached and incorporated into this grant contract agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Community Crime Intervention and Prevention 2024 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Community Crime Intervention and Prevention 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-CC-2024-RAMSEYSD-107 / 3-94140

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: Trista Martinson

Title: Chair, Ramsey County Board of Commissioners

Date: _____

Signed: _____

Print Name: Mee Cheng

Title: Chief Clerk, Ramsey County Board of Commissioners

Date: _____

Signed: **Bob Fletcher** Digitally signed by Bob Fletcher
Date: 2024.04.15 14:02:43
-05'00'
Bob Fletcher

Print Name: _____

Title: Ramsey County Sheriff

Date: 4/15/2024

Distribution: DPS/FAS
Grantee
State’s Authorized Representative

Approved as to Form:

Bradley Cousins 5/1/24



Assistant County Attorney

Date

Special Conditions

1. Time limitations on funding use:

\$212,500.00 is available from April 1, 2024 through June 30, 2025.

\$212,500.00 is available from July 1, 2024 through December 31, 2025.

Budget Summary

CCIP: Peace Program			
Budget Category			Award
Contract Services			
Data Collection & Evaluation			\$42,500.00
Total			\$42,500.00
Payroll Taxes & Fringe			
Staff Fringe			\$92,044.87
Staff Payroll			\$290,455.13
Total			\$382,500.00
Total			\$425,000.00

Sponsor: Sheriff's Office

Meeting Date: 5/14/2024

Title: Grant Agreements with the Minnesota Department of Public Safety for Community Crime Prevention Programs

File Number: 2024-150

Background and Rationale:

In the fall of 2023, the Ramsey County Sheriff's Office applied for two grants from the Minnesota Department of Public Safety, Office of Justice Programs, Community Crime Intervention and Prevention Program. The two grant applications were proposals for community-based programming related to youth services, violence prevention, and community outreach. In February 2024, the Sheriff's Office was notified that the two grant proposals were funded under this program through December 31, 2025.

For reference, the Minnesota Department of Public Safety provides funding under the Community Crime Prevention Program for community-based programs for crime or violence prevention and intervention programs that provide direct services to the community. This grant program can fund a wide variety of programs and projects, including but not limited to youth services, truancy programs, neighborhood watch, and resident engagement and programs to address the factors that contribute to a community's crime, delinquency, and disorder concerns. The state encourages innovation and involvement by members of the community served. The Community Crime Program is also a competitive grant program. A total of \$31,814,200 was available for grant awards. The Office of Justice Programs received 143 applications requesting over \$101,700,000. From this total, 115 applications were selected for funding, including the two awards made to the Sheriff's Office.

With this funding, the Sheriff's Office will establish and enhance community-based programming related to youth services, violence prevention, and community outreach. This includes but is not limited to violence interruption with Community Ambassadors and community outreach efforts to prevent crime and criminal activity. This work also includes outreach efforts to reduce the effect and recruitment of youth to gang and criminal activity, including within communities that have been historically underserved, such as the Somali community. In program design and implementation, research and best practices of the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention, will be utilized.

The funding provided by the two grants total \$675,000 through December 31, 2025. Funding covers the costs of personnel, including salaries and benefits. A combination of full-time staff, as funded by this grant and included in this Request for Board Action, and temporary staff will be utilized to support youth services, violence prevention, and community outreach.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Ratify the submittal of the grant applications to the Minnesota Department of Public Safety, Office of Justice Programs, for Community Crime Intervention and Prevention Programs.
2. Accept a grant award and approve a grant agreement with Minnesota Department of Public Safety for community-based programming for crime prevention services for communities most impacted by violence, for the period of May 14, 2024 to December 31, 2025 in the amount of \$250,000.
3. Accept a grant award and approve a grant agreement with Minnesota Department of Public Safety for community-based programming for crime prevention services, including community outreach, for the period of May 14, 2024 to December 31, 2025 in the amount of \$425,000.
4. Authorize the Chair and Chief Clerk to execute the grant agreements.
5. Authorize the County Manager to enter into agreement 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 funds.
6. Approve an increase in the personnel complement of the Sheriff's Office by 2.0 Full-Time Equivalent Deputy Sheriffs.

A motion to approve was made by Commissioner Reinhardt, seconded by Commissioner McGuire.

Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 

Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2024-153

Meeting Date: 5/14/2024

Sponsor: County Manager's Office

Title

Amendments to the Administrative Code - Chapter 4, Economic Growth and Community Investment and Safety & Justice Service Teams

Recommendation

1. Approve the amendments to the Administrative Code - Chapter 4, Economic Growth and Community Investment and Safety & Justice Service Teams.
2. Direct the Chief Clerk to the Ramsey County Board to amend the Administrative Code to reflect these approved amendments.

Background and Rationale

In 2021, as part of a broad effort to improve policy management and compliance, the County Manager's Office coordinated a comprehensive review of county policy documents, including the Administrative Code. Since then, departments have worked closely with the County Manager's Office and the Ramsey County Attorney's Office to identify needed updates to the Administrative Code. Due to the length of the Administrative Code and the number and complexity of needed revisions, the County Manager's Office will coordinate these revisions in multiple requests for board action.

Administrative Code Background

According to Ramsey County's Home Rule Charter, the Administrative Code "at minimum shall identify and define specific areas of accountability, delegation and reporting requirements for county departments, offices, agencies, boards and commissions." The County Board "shall enforce and maintain such administrative code" (Section 2.02). Amendment of the Administrative Code "shall be by resolution" (Section 5.04).

Chapter 4 of the Administrative Code addresses the organization of departments, divisions and offices, including: a basic overview of the department, division or office; the lead administrative officer; key duties and responsibilities; if appropriate, delegations of authority granted that specific department, division or office; and a list of reports made internally to either the County Board or the County Manager.

A Planned Series of Revisions

This proposal is for amendments to sections of Chapter 4 that pertain to departments and offices in the Economic Growth and Community Investment and Safety & Justice service teams. This represents the first in a series of proposed amendments; additional proposed amendments to these sections, including the re-ordering and re-numbering of sections, will be put forward in future requests for board action.

Proposed amendments to Chapter 4 sections covering departments in Health and Wellness, Information and Public Records, and Strategic Team are forthcoming.

Major Changes Proposed

In the black-line mark-up attached, deletions are shown with strikethrough text (~~strikethrough~~) and additions

are shown in **underlined and bold** text. Text that is underlined but not bold does not represent any change; it indicates language contained in the Ramsey County Charter.

1. Where appropriate, in subsections entitled "Director and Appointing Authority of the Director," add language regarding the authority to appoint department directors. This change reflects the creation of the service team structure (2015) and the direct role of the deputy county manager ("County Manager's designee") in appointing department directors. This change is consistent with Section 3.40.00, Delegation of Authority to the County Manager, where it states, "The County Manager may delegate the authority granted by the County Board to a designee, if appropriate and so desired."
2. In Section 4.24.00, Medical Examiner, correct and simplify the language regarding the authority to appoint the Medical Examiner, title of the Medical Examiner, and duties of the Medical Examiner to refer directly to state law. Remove reference to a specific appointment agreement.
3. In Section 4.18.00, Job Training Program, reflect the replacement of this program with Workforce Solutions and the creation of the Workforce Innovation and Opportunity Act (WIOA), including the establishment of the Workforce Innovation Board. Requirements under the Job Training Partnership Act no longer apply.
4. In Section 4.63.00, Public Works, clarify the roles of the Director of Public Works and the County Engineer. Additional clarifications will be made to the Delegations of Authority in a forthcoming RBA.
5. In Section 4.70.30, Community & Economic Development, add additional responsibilities.

Upon adoption of the proposed amendments included in this request for board action, the County Manager's Office will implement the approved amendments to the Administrative Code, which is available in the county's new online administrative policy and administrative code management system, PowerDMS.

County Goals (Check those advanced by Action)

- Well-being
 Prosperity
 Opportunity
 Accountability

Racial Equity Impact

While this specific action may have little impact on racial equity, the project to thoroughly review and update the Administrative Code is part of Ramsey County's ongoing effort to improve policy management and nurture a stronger culture of compliance. This broader effort will result in greater transparency and accountability in governance, which will have a positive effect, both direct and indirect, on racial equity within the organization and in services to residents.

Community Participation Level and Impact

There was no community participation involved.

- Inform
 Consult
 Involve
 Collaborate
 Empower

Fiscal Impact

There is no fiscal impact associated with this request.

Last Previous Action

On May 24, 2022, the Ramsey County Board of Commissioners approved amendments to the Administrative Code to incorporate the Community and Economic Development department and update department responsibilities (Resolution B2022-133).

Attachments

1. Redlined Version - Proposed amendments to Administrative Code
2. Clean Version - Proposed amendments to Administrative Code

**CHAPTER 4
ORGANIZATION OF DEPARTMENTS, OFFICES AND
AGENCIES**

4.00.10 Outline of Chapter

Elected Officials:

- 4.03 County Attorney's Office
- 4.06 County Sheriff's Office

Other Related Units:

- 4.12 County Extension Service
- 4.18 ~~Job Training Programs~~ Workforce Solutions
- 4.24 ~~Medical Examiner~~ ~~Coroner~~

Staff Divisions:

- 4.27 Affirmative Action
- 4.28 Health and Wellness Administration
- 4.32 Health Care Systems
- 4.33 Information Services
- 4.36 Human Resources
- 4.39 Policy Analysis and Planning
- 4.42 Property Management
- 4.43 Emergency Management and Homeland Security

Line Departments:

- 4.46 Finance
- 4.48 Community Corrections
- 4.51 Social Services
- 4.52 Financial Assistance Services
- 4.54 Parks and & Recreation
- 4.55 Emergency Communications
- 4.57 Property Tax, Records and Revenue
- 4.58 County Assessor
- 4.59 Communications and Public Relations
- 4.60 Public Health
- 4.63 Public Works
- 4.64 Library
- 4.66 Veterans Services
- 4.68 Housing Stability
- 4.70 Community & Economic Development
- 4.69 Enterprise and Administrative Services

~~Staffed Authorities:~~

- ~~4.70 Community Economic Development~~

4.00.20 Chapter Contents

For each department, division or office description the following information is provided:

- 4.XX.10 Summary of the nature of the department, division or office.
- 4.XX.20 Identity of the lead administrative officer.
- 4.XX.30 Description of the key duties and responsibilities of the department, division or office.
- 4.XX.40 If appropriate, delegations of authority granted that specific department, division or office.
- 4.XX.50 List of reports made internally to either the County Board or the County Manager.

4.03.00 COUNTY ATTORNEY'S OFFICE

4.03.10 Office Establishment

Minnesota Statutes, Section 388.01, establishes that in each Minnesota county, there shall be a County Attorney who shall be elected by the people of the county for a term of four years.

When a vacancy occurs in the Office of the County Attorney, the County Board shall fill it by appointment, in accordance with Minnesota Statutes, Section 375.08.

4.03.20 Director and Appointing Authority of Director

The elected County Attorney is vested with the authority to direct office policy and employees.

In addition, the elected County Attorney is authorized, with the budgetary consent of the County Board, to appoint his/her assistants and staff employees.

4.03.30 Duties and Responsibilities

The County Attorney's duties are established by State law in Minnesota Statutes, Section 388.051, and by the Ramsey County Charter, as follows, to:

- a. Appear in all cases, civil and criminal;
- b. Give opinions and advice, upon the request of the County Board or any county officer, upon all matters in which the County is or may be interested, or in relation to the official duties of the Board or officers;
- c. Prosecute felonies, including the drawing of indictments found by the grand jury, and to the extent prescribed by law, gross misdemeanors, misdemeanors, petty misdemeanors and violations of city and county ordinances, charter provisions and rules or regulations;
- d. Attend before the grand jury, give them legal advice and examine witnesses in their presence;
- e. Request the court to issue subpoenas to bring witnesses before the grand jury or any other judge or judicial officer before whom the County Attorney is conducting a criminal hearing;
- f. Attend any inquest at the request of the ~~coroner~~ **Medical Examiner**;
- g. Appear, when requested by the Attorney General, for the State in any case instituted by the Attorney General in the County Attorney's county or before the United States Land Office in case of application to pre-empt or locate any public lands claimed by the State and assist in preparation and trial;

- h. Maintain an annotated version of the Ramsey County Charter which notes any provisions of the Charter superseded by law, pursuant to Ramsey County Charter, Section 11.01;
- i. Pursuant to the Ramsey County Charter, Section 2.02 F., upon authorization by the County Board, to conduct an investigation into the affairs of the County and the conduct of any County department, office, agency, board or commission by subpoenaing witnesses, administering oaths, taking testimony, and requiring the production of evidence.

4.03.40 Delegation of Authority (Res. B2021-084)

The Ramsey County Attorney shall facilitate settlements as outlined in the settlement authority tiers below.

Settlement Authority Level	Authority
\$0-\$15,000	Ramsey County Enterprise Risk Manager and the Ramsey County Attorney’s Office Civil Division Director (jointly delegated authority)
\$15,000.01-\$30,000	Ramsey County Manager, Ramsey County Chief Financial Officer and Ramsey County Attorney, or their designees (jointly delegated authority)
Greater than \$30,000	Ramsey County Board via closed meeting

Please refer to Admin Code 3.40.21 for claims settlement authority.

*** below shows the referred section 3.40.21 - Claims

3.40.21 Claims (Res. #94-211)

- a. The Ramsey County Manager shall settle claims in accordance with the following authority levels:

<u>Settlement Authority Level</u>	<u>Authority</u>
<u>\$0-\$15,000</u>	<u>Ramsey County Enterprise Risk Manager and the Ramsey County Attorney’s Office Civil Division Director (jointly delegated authority)</u>
<u>\$15,000.01-\$30,000</u>	<u>Ramsey County Manager, Ramsey County Chief Financial Officer and Ramsey County Attorney, or their designees (jointly delegated authority)</u>
<u>Greater than \$30,000</u>	<u>Ramsey County Board via closed meeting</u>

- b. Exceptions:

- 1. The County Manager's authority does not apply to tax valuation cases or child support cases, which the County Attorney has authority to resolve pursuant to

state or federal laws.

2. This provision does not apply to workers' compensation cases, because payments are made pursuant to state statute or court order.
3. County Board approval shall be obtained, if required by state law, for certain payments to highly-compensated employees.
Source: Minn. Stat. 465.722.

4.03.50 Reporting Requirements

The County Attorney's reporting requirements to the County Board are limited to budgetary items relating to the operation of the County Attorney's office.

4.06.00 COUNTY SHERIFF'S OFFICE

4.06.10 Office Establishment

Minnesota Statutes, Section 382.01, provides that in each Minnesota county, there shall be a Sheriff who shall be elected by the people of the county for a term of four years. The first Ramsey County Sheriff was elected in 1849, nine years before the establishment of the State of Minnesota.

When a vacancy occurs in the Office of the County Sheriff, the County Board shall fill it by appointment, in accordance with Minnesota Statutes, Section 375.08.

4.06.20 Director and Appointing Authority of Director

The elected Sheriff is vested with the authority to direct office policy and employees.

In addition, the elected Sheriff is authorized, with the budgetary consent of the County Board, to appoint other employees in the office.

4.6.30 Duties and Responsibilities

The Sheriff's duties are established in Minnesota Statutes, Chapter 387, as follows, to:

- a. Keep and preserve the peace of the county;
- b. Keep and apprehend all felons;
- c. Execute all processes, writs, precepts, and orders issued or made by lawful authority and delivered to the Sheriff;
- d. Serve all papers, post all notices named by law to be served or posted in behalf to the State or County, including all papers to be served or notices to be posted by the County Commissioners, County Auditor, or by any other County officer;
- e. Attend upon the terms of the District Court;
- f. Perform all of the duties pertaining to the office, including searching and dragging for drowned bodies and searching and looking for lost persons; and
- g. Have the charge and custody of the County jail and receive and safely keep therein all persons lawfully committed thereto and not release any person therefrom unless discharged by due course of law.

4.06.40 Delegation of Authority

The Ramsey County Sheriff is designated to act on behalf of the Board of Ramsey

County Commissioners as an employer in any labor agreements between the County of Ramsey and Teamster Local No. 320 for the administration of articles in the labor agreement relating to the selection, direction, discipline and discharge of employees in his department, pursuant to the labor agreement. The Board of Ramsey County Commissioners shall cooperate with the Sheriff in negotiating future labor agreements involving employees of the Ramsey County Sheriff's OfficeDepartment. All other matters are the responsibility of the Board of Ramsey County Commissioners, who is the final budget authority.

Source: Ramsey County Board Resolution #82-193.

4.06.50 Reporting Requirements

The Sheriff's reporting requirements to the County Board are limited to budgetary items relating to the operation of the Sheriff's eOffice.

4.18.00 Job Training Programs Workforce Solutions

4.18.10 Department Establishment

Ordinance 2000-204 (June 13, 2000) authorized the establishment of a department merging the functions of Ramsey County Job Training Program, the City of Saint Paul Workforce Development Program, and the Ramsey County Minnesota Family Investment Program – Employment Services Program.

Workforce Solutions The Job Training Program is an operating department which that administers Federal and State-funded employment programs. The primary Federal legislation regulating operation of the department is the Workforce Innovation and Opportunity Act (WIOA) Job Training Partnership Act (JTPA), Public Law 97-300-113-128.

The Governor of the State of Minnesota designated Ramsey County, including the City of Saint Paul, as a Local Workforce Development Area (LWDA) for the operation of workforce development programs under WIOA at the local level. The County and the City have appointed members of a Local Workforce Development Board, known locally as the Workforce Innovation Board (WIB) of Ramsey County, in accordance with the provisions of the Joint Powers Agreement between the County and the City of Saint Paul and WIOA. A request for certification of the WIB is submitted to the Governor every two years. The WIB members shall be appointed for two-year terms. The WIB shall develop its own bylaws.

4.18.20 Director and Appointing Authority of Director

The Director of the Workforce Solutions Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code. The Department Director shall also serve as the WIB Executive Director.

~~The JTPA Law requires that the County Board establish and appoint members to a Private Industry Council (PIC) and that the County Board and the PIC negotiate a PIC-LEO Agreement which outlines the responsibilities of both parties regarding the operation of the Job Training Program. The Ramsey County PIC-LEO Agreement, originally dated June 9, 1986 and amended April 7, 1992, states that the County Board and the PIC shall be jointly responsible for the recruitment, hiring and termination of the Job Training Director. This agreement expires on June 30, 1994. In future agreements between the PIC and the County Board, the County Manager shall have the County's appointing authority for the Director of the Job Training Program.~~

The Director of the ~~Job Training Program~~ Workforce Solutions shall appoint, review, transfer, suspend or remove subordinates within that Department as authorized by Section 3.02 A. of the Charter.

4.18.30 Duties and Responsibilities

Under the supervision of the Director of the Job Training Program **Workforce Solutions**, the Department shall have **authority over the following programs: WIOA Title 1 – Adult and Dislocated Worker Programs, WIOA Title 1 – Youth Programs, MN Statute 116L.17 – State Dislocated Worker Programs, MN Statute 116L.56- Minnesota Youth Program, Social Security Act – Part A of Title IV Programs (TANF).** ~~The~~ **department will have the** following duties and responsibilities, ~~to~~:

- a. Provide vocational assessment and counseling to assist eligible clients in making career decisions that are relevant to their abilities;
- b. Provide vocational training, job-seeking **search** skillstraining, on-the-job training **or work experience**, and job development/placement services to assist eligible clients in obtaining unsubsidized employment **to become** and ~~becoming~~ economically self-sufficient;
- c. Provide at-risk youth, ages 14-~~24~~**4**, with meaningful and well-supervised work experience, orientation to ~~the~~ workworld, life skills training and basic skills training to increase their future employability;
- d. Provide case management and employment and training services for **families receiving Temporary Assistance to Needy Families (TANF)** ~~AFDC Priority Caretakers, AFDC Unemployed Parents, and AFDC-Mandatory Custodial Parents~~ under the **Minnesota Family Investment STRIDE Program (MFIP)**, to help them prepare for the labor market and become independent of public assistance;
- e. Provide employment and training services to ~~assist~~ individuals **who have been laid off and/or are seeking employment services and are** living and/or working in suburban Ramsey County, ~~and who have been laid off from employment, to become re-employed~~;
- f. **Engage** ~~Maintain active participation from~~ private sector and other community representatives in planning, implementing, monitoring and evaluating employment and training programs to ensure relevant programming to the needs of Ramsey County residents; and
- g. Provide staff support for the **WIB** ~~Ramsey County Private Industry Council~~.

4.18.40 Delegation of Authority

There are no delegations of authority specifically given to **Workforce Solutions** ~~the Job Training Program~~.

4.18.50 Reporting Requirements

The **WIOA** ~~Job Training Program~~ will prepare and submit **annually** the following reports to the ~~two~~ commissioners representing the County on the ~~PIC~~ **WIB**:

- a. Quarterly participant reports by program, including plan versus actual performance, client characteristics, placement statistics, and performance

standards;

- b. Quarterly ~~financial reports by program, including plan versus actual expenditure, year-to-date obligations, line item expenditures, and performance standards;~~ and
- c. Other reports as requested by the County Board, **the Saint Paul City Council,** or the **WIBPIC.**

4.24.00 MEDICAL EXAMINER-CORONER

4.24.10 Office Establishment

The Medical Examiner's-Coroner's office is a separate operating department within the County, under the direction of the Medical Examiner.

4.24.20 Director and Appointing Authority of Director

The Medical Examiner shall be appointed by the County Board as provided under Minnesota Statutes, Section 390.005, and other relevant laws.

~~In accordance with Minnesota Statutes, Section 390.005 Subdivision 2, the County may fill the Office of Medical Examiner-Coroner by appointment for a term not longer than four years. The current appointment agreement expires December 31, 1993.~~

~~Upon expiration of the current agreement, the county manager, pursuant to Section 3.02(a) of the Charter, shall have appointing authority for the Medical Examiner-Coroner position, including the authority to execute a professional services agreement with the Medical Examiner-Coroner.~~

4.24.30 Duties and Responsibilities

Minnesota Statutes, Section 390.11, mandates the **responsibilities of the** Medical Examiner-Coroner to:

- ~~a. Investigate all deaths due to violence; deaths occurring under unusual or mysterious circumstances; deaths of inmates of public institutions; and those subjects to be cremated or otherwise disposed of;~~
- ~~b. Conduct an autopsy on those subjects whose deaths are being investigated;~~
- ~~c. Keep and maintain properly indexed records and reports of deaths investigated;~~
- ~~d. Conduct an autopsy on children under the age of two years when the death is sudden and unexpected and consistent with possible sudden infant death syndrome; and~~
- ~~e. Issue a certificate of death in all cases of violent or mysterious death occurring within the county, pursuant to Minnesota Statutes, Section 390.23.~~

4.24.40 Delegation of Authority

There are no delegations of authority specifically given to the Medical Examiner's Office.

4.24.50 Reporting Requirements

The Medical Examiner-Coroner submits a budget on an annual basis to the County Manager.

4.43.00 EMERGENCY MANAGEMENT AND HOMELAND SECURITY

4.43.10 Division Establishment

In accordance with Title 42 U.S. Code § 5121, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and in accordance with Minnesota Statutes, Section 12.25, Subdivisions 1 through 5, there shall be a Division of Emergency Management and Homeland Security which shall be a line division of the Public Safety and Justice Service Team and shall be under the direction and supervision of the County Manager.

4.43.20 Director and Appointing Authority of Director

The Director of the Division of Emergency Management and Homeland Security shall be appointed by the County Board as required in Minnesota Statutes, Section 12.25 Subd. ~~21(a)~~ and as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of the Division of Emergency Management and Homeland Security shall appoint, review, transfer, suspend or remove subordinates within that Office division as authorized by Section 3.02 A. of the County Charter.

4.43.30 Duties and Responsibilities

The Division of Emergency Management and Homeland Security shall have the following duties and responsibilities:

- a. Plan for, and manage a comprehensive countywide approach to emergency management and homeland security;
- b. Coordinate, facilitate, staff and/or manage the work of an interdisciplinary team of professionals including appropriate county and local government officials and private sector representatives responsible for planning for the emergency operations of county and local government, infrastructure and buildings, peace and police representatives, including the Sheriff;
- c. Coordinate the activities of and provide assistance in the training of emergency management organizations of political subdivisions throughout the county in accordance with Minnesota Statutes, Section 12.25. Subd. 2 (c) subsection 1;
- d. Develop and implement as systems and organization for coordinated, timely, and appropriate emergency management and homeland security prevention, plans, response, recovery, and mitigation pursuant to Title 42 U.S. Code § 5121 *et seq.*

4.43.40 Delegation of Authority

The Director of the Emergency Management and Homeland Security has been granted the following delegations of authority by the County Board of Commissioners.

- a. The Director of the Emergency Management and Homeland Security Division

is authorized to designate specific County facilities as County Emergency Operations Centers and to direct the Property Management Department to cancel or reschedule planned activities in those facilities in cases of emergency.

4.43.50 Reporting Requirements

The Division of Emergency Management and Homeland Security shall prepare and submit the following reports for the County Board:

- a. Annual budget;
- b. Specialized reports, analysis, and summaries of the County Emergency Operations Plan as needed or requested by the County Board and the County Manager.

4.45.00 (see 4.03.00 County Attorney, and 4.36.00 Human Resources)

4.53.00 PROPERTY MANAGEMENT

4.53.10 Department Establishment

There shall be a Property Management Department of the Economic Growth and Community Investment Service Team and shall be under the direction and supervision of the County Manager.

4.53.20 Director and Appointing Authority of Director

The Director of the Property Management Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the Ramsey County Home Rule Charter and Chapter 3 of the Administrative Code.

The Director of the Property Management Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02.A of the Ramsey County Charter.

4.53.30 Duties and Responsibilities

Under the supervision of the Director of Property Management, the Department shall have the following duties and responsibilities, to:

- a. Manage and administer all County real property interests, including leases; acquisitions; sales; conveyances; construction; deconstruction; building operations and maintenance; renovation; repair; energy management; and physical security;
- b. Assess, plan, program and construct or remodel facilities to be safe, efficient, welcoming, and accessible to support County programs and services;
- c. Advise and assist the County Board, County Manager, and County departments regarding property management;
- d. Establish charges and rentals for the use, sale and availability of Ramsey County and Ramsey County Regional Railroad Authority (RCRRA) property and services and may hold, use, dispose of, invest, and reinvest the income, revenues and funds derived therefrom; and
- e. Manage and administer the properties of the Ramsey County Regional Railroad Authority related to day-to-day land management, maintenance and operations, and non-transit-related capital improvements in accordance with the RCRRA Real Estate Management Plan, and as directed, approved, and/or delegated by the RCRRA.

These duties and responsibilities do not apply to state-owned tax forfeited land administered by Ramsey County or County real property interests under the management of the Community & Economic Development Department, the Public

Works Department or the Parks & Recreation Department.

4.53.40 Delegation of Authority

The following delegations of authority are specifically given to the Director of the Property Management Department to:

- a. Execute documents granting or receiving temporary easements, permits,
- b. licenses, rights-of-entry, letters of intent, and memoranda of understanding on or adjacent to County real property interests, which involve not more than \$200 consideration;
- c. Execute certain non-financial amendments to leases that
 - i. Extend the lease upon same general terms and conditions,
 - ii. Cure minor scrivener or clerical errors,
 - iii. Update suite numbers,
 - iv. Change hours of operation,
 - v. Update addresses for Lease Notices, or
 - vi. Other similar amendments; and
- d. Execute ancillary real estate documents or documents related to lease agreements, including estoppel agreements, subordination non-disturbance and attornment agreements. Ancillary real estate documents do not include closing documents associated with purchase and sale transactions.

These duties and responsibilities do not apply to state-owned tax forfeited land administered by Ramsey County or County real property interests under the management of the Community & Economic Development Department, the Public Works Department or the Parks & Recreation Department.

4.53.50 Reporting Requirements

The Property Management Department will prepare and submit the following reports to the County Manager:

- a. Annual budget;
- b. Other reports as requested by the County Board, the RCRRA Board, or the County Manager.

4.54.00 PARKS AND & RECREATION

4.54.10 Department Establishment

There shall be a Parks and & Recreation Department which is an operating Department of the County responsible for planning, acquisition, development and operation of the County's park and open space areas. The Department represents Ramsey County as an implementing agency for the Regional Recreation Open Space System.

4.54.20 Director and Appointing Authority of Director

The Director of the Parks and & Recreation Department shall be appointed by the County Manager, or the County Manager's designee, as provided in Chapter 3 of both the Home Rule Charter and Chapter 3 of the Administrative Code.

The Director of the Parks and & Recreation Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02 A. of the Charter.

4.54.30 Duties and Responsibilities

Under the direction and supervision of the Director of Parks and & Recreation, the Department shall have the following duties and responsibilities, to:

- a. Prepare and maintain a comprehensive system plan, master plans and development concepts for a system of parks, open space, trails and special recreational areas;
- b. Acquire land within the boundaries of approved master plans and maintain all land records associated with these transactions;
- c. Prepare construction documents and manage all development and redevelopment of parks, open space and special recreation areas;
- d. Administer the financial affairs of the Department, accounting for all expenditures and revenues in accordance with County policy and procedures:
 - i. To prepare and implement the Department's annual operating budget; and
 - ii. To prepare and implement a capital improvement program for the development and redevelopment of County and regional parks and recreation areas;
- e. Encourage public use and awareness of park and recreation areas through promotion and delivery of outdoor recreation and nature interpretive programs;

- f. Operate and maintain all County park and recreation areas to assure high quality and continued service to the public;
- g. Provide professional and staff support to the Ramsey County Parks ~~and~~ **&** Recreation Commission;
- h. Carry out and enforce the provisions of "An Ordinance for the Control and Management of Park, Recreation and Open Space Areas and Facilities Under the Jurisdiction of the Ramsey County Board of Commissioners," adopted by Ramsey County Board Resolution #92-177; and **amended in County Board Resolution #2007-122;**
- i. Review and make recommendations to the Ramsey County Board of Commissioners regarding requests for conversion of park and open space land for other non-park uses-; **and**
- j. Pursuant to Minnesota Statutes, Section 383A.606 and Ramsey County Board resolution #B2018-169, exercise the duties and responsibilities of a soil and water conservation district as describedds in Minnesota Statutes, Chapter 103C, as amended from time to time.

4.54.40 Delegation of Authority

The Director of Parks ~~and~~ **&** Recreation is authorized to accept gifts of cash or personal property of up to \$500 in value which come without restrictions or with the single restriction that they be used in connection with a program within the department. The County Manager is authorized to appropriate cash gifts consistent with the intent of the donor.

Source: County Board Resolution #88-554.

4.54.50 Reporting Requirements

The Parks ~~and~~ **&** Recreation Department will prepare and submit the following reports to the County Manager:

- a. Annual operating statements for the County ice arenas and golf courses;
- b. Annual "State of the Parks" report from the Ramsey County Parks ~~and~~ **&** Recreation Commission; and
- c. Special reports on Department activity as may be requested by the County Manager or Board of Commissioners.

4.55.00 EMERGENCY COMMUNICATIONS

4.55.10 Department Establishment

There shall be an Emergency Communications Department per County Board Ordinance 2007-34.⁵

The Department shall be an operating department of the County responsible for operation of the countywide public safety communications system and the consolidated Emergency Communications Center.

The Joint Powers Agreements between the County and cities receiving dispatch services created a Dispatch Policy Committee which serves in an advisory capacity to the County Board on matters relating to Emergency Communications Center performance and cost.

4.55.20 Director and Appointing Authority of Director

The Director of Emergency Communications shall be appointed by the County Manager, **or the County Manager's designee**, as provided for in Chapter 3 of both the **Home Rule** Charter and **Chapter 3 of** the Administrative Code.

The Director of Emergency Communications shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02 A. of the Charter.

In the event the Dispatch Policy Committee is not satisfied with the performance of the Director, the Committee can request that the County Manager reassign the Director to other duties that remove him or her from supervision of the Emergency Communications Center.

4.55.30 Duties and Responsibilities

Under the direction and supervision of the Director of Emergency Communications, the Department shall have the following duties and responsibilities:

- a. Operate the Ramsey County Public Safety Communications System\800 MHz ("System") as a subsystem to the regional public safety radio communication system
- b. Serve as the Public Safety Answering Point, answering 9-1-1 calls and dispatching emergency responders, for all communities in Ramsey County that have entered into the joint powers agreement with the County for dispatch services, pursuant to Board Resolutions #2005-365, and #2005-371, and #2005-382.
- c. Manage the configuration and operation of the Computer Aided Dispatch and

⁵ Adopted as Ordinance on November 6, 2007 with retroactive implementation as of January 1, 2006; incorporating Board Resolutions #2005-365, dated October 2, 2005 and #2005-371, dated October 11, 2005 and #2005-382, dated October 18, 2005.

Mobiles System for the County and all communities that have entered into the joint powers agreement with the County for CAD and mobile services, pursuant to Board Resolution #2013-301.

4.55.40 Delegations of Authority

There are no delegations of authority specifically given to the Department of Emergency Communications.

4.55.50 Reporting Requirements

The Department of Emergency Communications will prepare and submit the following reports to the County Manager:

- a. Annual budget;
- b. The proposed budget for the Emergency Communications Center shall be presented annually to the Dispatch Policy Committee for review.

4.63.00 PUBLIC WORKS

4.63.10 Department Establishment

There shall be a Public Works Department which shall function in accordance with Minnesota Statutes, Chapters 160 to 165 and shall be under the direction and supervision of the County Board. Pursuant to a Joint Powers Agreement. The Department shall provide general management and administration services for the Ramsey County Regional Railroad Authority.

4.63.20 Director and Appointment Authority of the Director

The County Engineer/Director of Public Works shall be appointed by the County **Manager, or the County Manager's designee, as provided for in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code.** ~~in accordance with Minnesota Statutes, Section 163.07, Subdivisions 1 through 8, except that the County Manager shall have appointing authority for the County Engineer/Director position pursuant to Section 3.02(a) of the Charter. The County Board will ratify the appointment of County Engineer if necessary, to satisfy state requirement.~~

The appointment of the County Engineer shall be made by the Ramsey County Board of Commissioners in accordance with the Minnesota Statutes Section 163.07 requirement to appoint a county highway engineer.

The appointment of the County Surveyor shall be made by the Ramsey County Board of Commissioners in accordance with Minnesota Statutes Section 383A.42.

With the above exceptions, t~~The County Engineer/Director~~ **of Public Works** shall appoint, review, transfer, suspend or remove subordinates within that Department as authorized by Section 3.02 A. of the Charter.

The Director of Public Works may also be appointed, by the Ramsey County Board of Commissioners, as County Engineer if the Director meets the requirements detailed in Minnesota Statutes Section 163.07.

4.63.30 Duties and Responsibilities

Under the supervision of the County Engineer/Director of Public Works, the Department shall have the following duties and responsibilities, to:

- a. Review, plan, program and construct the County highway **transportation** system and provide information about the system to other government agencies and the general public;
- b. Provide roads, bridges, **sidewalks/trails,** and traffic control/warning systems, **transit infrastructure, and rail infrastructure, all of** which are designed to meet State and/or Federal highway specifications and ensure the safe and

efficient movement of **pedestrians, bicyclists, motor vehicles and freight;**
~~motor vehicles, pedestrians and bicyclists;~~

- c. Provide a maintenance program for the County highway **transportation** system that safeguards the traveling public and protects the County's investment in the highway system;
- d. Maximize level of service **performance** from the existing highway **transportation** system while minimizing the negative impact the facilities have on the social and physical environment;
- e. Provide professional engineering and land survey services to other Ramsey County departments and coordinate these services with the engineering efforts of others;
- f. Provide the general public information they request about the highway system and properties located within the County;
- g. Provide a fleet of equipment ~~and~~, motor vehicles **and provide vehicle maintenance for all county departments** necessary to accomplish public-works **their** operations ~~and provide vehicle maintenance for other County departments;~~
- h. Protect the County's environmental resources by providing services in the areas of water resource management, drainage, weed control and maintenance of County roadside trees and vegetation.
- i. Provide staff to the Ramsey County Regional Rail**road** Authority which has statutory authorities under Minnesota Statutes Chapter 398A, that include to:
 - 1. Provide for the preservation and improvement of local rail service for agriculture, industry, or passenger traffic.
 - 2. Provide for the preservation of abandoned rail right-of-way for future transportation uses, when determined to be practicable and necessary for the public welfare, particularly in the case of abandonment of local rail lines.
 - 3. Plan, establish, acquire, develop, purchase, enlarge, extend, improve, maintain, equip, regulate, and protect; and pay costs of construction and operation of railroad facilities, and also of **light rail transit, commuter rail transit and** bus rapid transit systems located **within its county on transitways included in** by the Metropolitan Council's most current Transportation Policy Plan.

4.63.40 Delegation of Authority

The **Director and Engineer, either as separate appointments or the same appointment to one individual,** ~~Director of Public Works~~ has have been granted the following delegations of authority by the County Board of Commissioners.

- a. Construction contracts. To approve, following approval by fund source and

contractor, quantity changes, change orders and supplemental agreements equal to five percent (5%) of the contract amount or \$100,000, whichever is less. Source: County Board Resolution #2001-93

~~This is one part of a three-part delegation.~~ See Chapter 3, County Manager, Section 3.40.27 c., ~~and Section 4.30.40 of this Chapter~~ for related delegations to the County Manager and the Director of Budgeting and Accounting. Source: County Board Resolution #89-224.

- b. To establish or remove permanent "Restricted or Prohibited Parking" zones on the County road system upon receipt of written concurrence from the affected municipality and modify a municipal request to establish logical termini of the proposed zone.
Source: County Board Resolution #85-152.
- c. To negotiate and execute temporary work easements on land adjacent to county highways as necessary for construction purposes of not more than \$200 consideration.
Source: County Board Resolution #77-303.
- d. To establish or remove, upon request from a local community, school speed zones and appropriate signing within the limits of a public or nonpublic school based on an engineering and traffic investigation as prescribed by the Commissioner of the Department of Transportation. In cases where the Director of Public Works determines that the proposed school speed zone needs discussion, the Director of Public Works may choose to present the proposed speed and his recommendation to the County Board for approval.
Source: County Board Resolution #95-148
- e. To approve and execute Cooperative Cost Share ~~Understandings-~~
Agreements with the Board of Water Commissioners of the City of St. Paul.
Source: County Board Resolution #2009-100

4.63.50 Reporting Requirements

The Public Works Department will, on an annual basis, prepare and submit the following reports to the County Manager and the County Board:

- a. A ~~three~~ **five**-year ~~Capital~~ **Transportation** Improvement Program for roads, and bridges, **sidewalks/trails and transitways**.
- b. Annual Budget
- c. Other reports as requested by the County Board, the Ramsey County Regional Rail Authority or the County Manager.

4.64.00 LIBRARY

4.64.10 Department Establishment

There shall be a Library Department of the Economic Growth and Community Investment Service Team which shall be under the direction and supervision of the County Manager.

4.64.20 Director and Appointing Authority of Director

The Director of the Library Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the County Charter and Chapter 3 of this Administrative Code.

The Director of the Library Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by the Ramsey County Charter in Chapter 3 section 3.02A.

4.64.30 Duties and Responsibilities

Under the supervision of the Library Director, the department shall have the following duties and responsibilities:

- a. Provide and encourage public use of library services, materials and programming;
- b. Participate and promote cooperation within the regional library system;
- c. Provide professional and staff support to the Ramsey County library advisory board.

4.64.40 Delegation of Authority

The Library Advisory Board is authorized to accept unconditional cash gifts in the amount of \$5,000 or less as well as to accept donations of books, other materials and equipment with the stipulation that the Advisory Board furnish a list of suggested uses for these gifts which they would recommend.

Source: County Board Resolution #85-549.

There are no delegations of authority given specifically to the Library Department.

4.64.50 Reporting Requirements

The Library Department will prepare and submit the following reports to the County Manager:

- a. Annual report regarding gifts received in the previous fiscal year and planned usage of gifts during the current fiscal year per Section 4.64.40;

- b. Annual budget;
- c. Other reports as requested by the County Board and/or County Manager.

4.68.00 Housing and Stability Department

4.68.10 Department Establishment

Pursuant to County Resolution #B2021-050 there shall be a Housing Stability Department which shall be under the direction and supervision of the County Manager.

4.68.20 Director and Appointing Authority of Director

The Director of the Housing Stability Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of the Housing Stability Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by the Ramsey County Charter in Chapter 3 section 3.02A

4.68.30 Duties and Responsibilities

Under the supervision of the Director of the Housing Stability Department, the Department shall have the following duties and responsibilities to:

- a. Provide housing stability programs/services in accordance with ~~Laws, Rules and Regulations of the Federal and State of Minnesota governments~~ federal and state law and County Board policy.
- b. Annually prepare a requested operating budget for the Department and to administer the budget as approved by the County Board.
- c. Manage the personnel and fiscal resources authorized by the Board to ensure that services and programs are provided in an efficient, cost effective manner.

4.68.40 Delegation of Authority

There are no delegations of authority specifically given to the Housing Stability Department.

4.68.50 Reporting Requirements

The Housing Stability Department shall prepare the following reports for the County Board:

- a. Annual Budget
- b. Reports as needed or requested by the County Board and County Manager.

4.70.00 COMMUNITY ~~&~~AND ECONOMIC DEVELOPMENT

4.70.10 Department Establishment

There shall be a Community ~~&~~and Economic Development Department of the Economic Growth and Community Investment Service Team and shall be under the direction and supervision of the County Manager.

The Department shall provide general management and administration services for the Ramsey County Housing Redevelopment Authority.

4.70.20 Director and Appointing Authority of Director

The Director of the Community ~~&~~and Economic Development Department shall be appointed by the County Manager, **or the County Manager's designee**, as provided for in Chapter 3 of both the **Home Rule** Charter and **Chapter 3 of** the Administrative Code.

The Director of Community ~~&~~and Economic Development shall appoint, review, transfer, suspend or remove subordinates within the department as authorized by Section 3.02A. of the Charter.

4.70.30 Duties and Responsibilities

The Community ~~&~~and Economic Development Department shall have the following duties and responsibilities to:

- a. Improve the quality of life for individuals and families by maintaining the existing housing stock, expanding homeownership and affordable housing opportunities, installing safe infrastructure and facilities, remediating brownfields sites, redeveloping under-utilized properties, strengthening businesses, navigating economic development resources and encouraging job growth.
- b. Prepare the Housing Redevelopment Authority (HRA) budget and provide staff to serve, program, develop, monitor, and measure all housing development programs within the county, pursuant to Minnesota Statutes, Section 469.004, subd. 5.
- c. Receive and manage entitlement funds from the federal government (U.S. Department of Housing and Urban Development), Community Development Block Grant (CDBG), Home Investment Partnerships Programs (HOME) and other programs.
- d. Provide grants, direct loans, loan guarantees or other forms of credit enhancements, or rental assistance or security deposits in order to facilitate the creation of affordable housing for low-income households.
- e. **Administer funds from the Environmental Response Fund, funded through a mortgage registry and deed tax, which aids in the redevelopment and reuse**

of properties mitigating contamination created by prior land uses.

- f. **Provide grants to facilitate the removal of blight and revitalization of underutilized properties or corridors.**

4.70.40 Delegations of Authority

There are no delegations of authority given specifically to the Community ~~&~~and Economic Development Department.

4.70.50 Reporting Requirements

The Community ~~&~~and Economic Development Department shall prepare and submit the following reports to the County Manager:

- a. Annual budget
- b. Other reports as requested by the County Board, Housing and Redevelopment Authority, or the County Manager.

CHAPTER 4 ORGANIZATION OF DEPARTMENTS, OFFICES AND AGENCIES

4.00.10 Outline of Chapter

Elected Officials:

- 4.03 County Attorney's Office
- 4.06 County Sheriff's Office

Other Related Units:

- 4.12 County Extension Service
- 4.18 Workforce Solutions
- 4.24 Medical Examiner

Staff Divisions:

- 4.27 Affirmative Action
- 4.28 Health and Wellness Administration
- 4.32 Health Care Systems
- 4.33 Information Services
- 4.36 Human Resources
- 4.39 Policy Analysis and Planning
- 4.42 Property Management
- 4.43 Emergency Management and Homeland Security

Line Departments:

- 4.46 Finance
- 4.48 Community Corrections
- 4.51 Social Services
- 4.52 Financial Assistance Services
- 4.54 Parks & Recreation
- 4.55 Emergency Communications
- 4.57 Property Tax, Records and Revenue
- 4.58 County Assessor
- 4.59 Communications and Public Relations
- 4.60 Public Health
- 4.63 Public Works
- 4.64 Library
- 4.66 Veterans Services
- 4.68 Housing Stability
- 4.69 Enterprise and Administrative Services
- 4.70 Community & Economic Development

4.00.20 Chapter Contents

For each department, division or office description the following information is provided:

- 4.XX.10 Summary of the nature of the department, division or office.
- 4.XX.20 Identity of the lead administrative officer.
- 4.XX.30 Description of the key duties and responsibilities of the department, division or office.
- 4.XX.40 If appropriate, delegations of authority granted that specific department, division or office.
- 4.XX.50 List of reports made internally to either the County Board or the County Manager.

4.03.00 COUNTY ATTORNEY'S OFFICE

4.03.10 Office Establishment

Minnesota Statutes, Section 388.01, establishes that in each Minnesota county, there shall be a County Attorney who shall be elected by the people of the county for a term of four years.

When a vacancy occurs in the Office of the County Attorney, the County Board shall fill it by appointment, in accordance with Minnesota Statutes, Section 375.08.

4.03.20 Director and Appointing Authority of Director

The elected County Attorney is vested with the authority to direct office policy and employees.

In addition, the elected County Attorney is authorized, with the budgetary consent of the County Board, to appoint his/her assistants and staff employees.

4.03.30 Duties and Responsibilities

The County Attorney's duties are established by State law in Minnesota Statutes, Section 388.051, and by the Ramsey County Charter, as follows, to:

- a. Appear in all cases, civil and criminal;
- b. Give opinions and advice, upon the request of the County Board or any county officer, upon all matters in which the County is or may be interested, or in relation to the official duties of the Board or officers;
- c. Prosecute felonies, including the drawing of indictments found by the grand jury, and to the extent prescribed by law, gross misdemeanors, misdemeanors, petty misdemeanors and violations of city and county ordinances, charter provisions and rules or regulations;
- d. Attend before the grand jury, give them legal advice and examine witnesses in their presence;
- e. Request the court to issue subpoenas to bring witnesses before the grand jury or any other judge or judicial officer before whom the County Attorney is conducting a criminal hearing;
- f. Attend any inquest at the request of the Medical Examiner;
- g. Appear, when requested by the Attorney General, for the State in any case instituted by the Attorney General in the County Attorney's county or before the United States Land Office in case of application to pre-empt or locate any public lands claimed by the State and assist in preparation and trial;

- h. Maintain an annotated version of the Ramsey County Charter which notes any provisions of the Charter superseded by law, pursuant to Ramsey County Charter, Section 11.01;
- i. Pursuant to the Ramsey County Charter, Section 2.02 F., upon authorization by the County Board, to conduct an investigation into the affairs of the County and the conduct of any County department, office, agency, board or commission by subpoenaing witnesses, administering oaths, taking testimony, and requiring the production of evidence.

4.03.40 Delegation of Authority (Res. B2021-084)

The Ramsey County Attorney shall facilitate settlements as outlined in the settlement authority tiers below.

Settlement Authority Level	Authority
\$0-\$15,000	Ramsey County Enterprise Risk Manager and the Ramsey County Attorney’s Office Civil Division Director (jointly delegated authority)
\$15,000.01-\$30,000	Ramsey County Manager, Ramsey County Chief Financial Officer and Ramsey County Attorney, or their designees (jointly delegated authority)
Greater than \$30,000	Ramsey County Board via closed meeting

Please refer to Admin Code 3.40.21 for claims settlement authority.

*** below shows the referred section 3.40.21 - Claims

3.40.21 Claims (Res. #94-211)

- a. The Ramsey County Manager shall settle claims in accordance with the following authority levels:

<u>Settlement Authority Level</u>	<u>Authority</u>
<u>\$0-\$15,000</u>	<u>Ramsey County Enterprise Risk Manager and the Ramsey County Attorney’s Office Civil Division Director (jointly delegated authority)</u>
<u>\$15,000.01-\$30,000</u>	<u>Ramsey County Manager, Ramsey County Chief Financial Officer and Ramsey County Attorney, or their designees (jointly delegated authority)</u>
<u>Greater than \$30,000</u>	<u>Ramsey County Board via closed meeting</u>

- b. Exceptions:

- 1. The County Manager's authority does not apply to tax valuation cases or child support cases, which the County Attorney has authority to resolve pursuant to

state or federal laws.

2. This provision does not apply to workers' compensation cases, because payments are made pursuant to state statute or court order.
3. County Board approval shall be obtained, if required by state law, for certain payments to highly-compensated employees.
Source: Minn. Stat. 465.722.

4.03.50 Reporting Requirements

The County Attorney's reporting requirements to the County Board are limited to budgetary items relating to the operation of the County Attorney's office.

4.06.00 COUNTY SHERIFF'S OFFICE

4.06.10 Office Establishment

Minnesota Statutes, Section 382.01, provides that in each Minnesota county, there shall be a Sheriff who shall be elected by the people of the county for a term of four years. The first Ramsey County Sheriff was elected in 1849, nine years before the establishment of the State of Minnesota.

When a vacancy occurs in the Office of the County Sheriff, the County Board shall fill it by appointment, in accordance with Minnesota Statutes, Section 375.08.

4.06.20 Director and Appointing Authority of Director

The elected Sheriff is vested with the authority to direct office policy and employees.

In addition, the elected Sheriff is authorized, with the budgetary consent of the County Board, to appoint other employees in the office.

4.6.30 Duties and Responsibilities

The Sheriff's duties are established in Minnesota Statutes, Chapter 387, as follows, to:

- a. Keep and preserve the peace of the county;
- b. Keep and apprehend all felons;
- c. Execute all processes, writs, precepts, and orders issued or made by lawful authority and delivered to the Sheriff;
- d. Serve all papers, post all notices named by law to be served or posted in behalf to the State or County, including all papers to be served or notices to be posted by the County Commissioners, County Auditor, or by any other County officer;
- e. Attend upon the terms of the District Court;
- f. Perform all of the duties pertaining to the office, including searching and dragging for drowned bodies and searching and looking for lost persons; and
- g. Have the charge and custody of the County jail and receive and safely keep therein all persons lawfully committed thereto and not release any person therefrom unless discharged by due course of law.

4.06.40 Delegation of Authority

The Ramsey County Sheriff is designated to act on behalf of the Board of Ramsey

County Commissioners as an employer in any labor agreements between the County of Ramsey and Teamster Local No. 320 for the administration of articles in the labor agreement relating to the selection, direction, discipline and discharge of employees in his department, pursuant to the labor agreement. The Board of Ramsey County Commissioners shall cooperate with the Sheriff in negotiating future labor agreements involving employees of the Ramsey County Sheriff's Office. All other matters are the responsibility of the Board of Ramsey County Commissioners, who is the final budget authority.

Source: Ramsey County Board Resolution #82-193.

4.06.50 Reporting Requirements

The Sheriff's reporting requirements to the County Board are limited to budgetary items relating to the operation of the Sheriff's Office.

4.18.00 Workforce Solutions

4.18.10 Department Establishment

Ordinance 2000-204 (June 13, 2000) authorized the establishment of a department merging the functions of Ramsey County Job Training Program, the City of Saint Paul Workforce Development Program, and the Ramsey County Minnesota Family Investment Program – Employment Services Program.

Workforce Solutions is an operating department that administers Federal and State-funded employment programs. The primary Federal legislation regulating operation of the department is the Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128.

The Governor of the State of Minnesota designated Ramsey County, including the City of Saint Paul, as a Local Workforce Development Area (LWDA) for the operation of workforce development programs under WIOA at the local level. The County and the City have appointed members of a Local Workforce Development Board, known locally as the Workforce Innovation Board (WIB) of Ramsey County, in accordance with the provisions of the Joint Powers Agreement between the County and the City of Saint Paul and WIOA. A request for certification of the WIB is submitted to the Governor every two years. The WIB members shall be appointed for two-year terms. The WIB shall develop its own bylaws.

4.18.20 Director and Appointing Authority of Director

The Director of the Workforce Solutions Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code. The Department Director shall also serve as the WIB Executive Director.

The Director of Workforce Solutions shall appoint, review, transfer, suspend or remove subordinates within that Department as authorized by Section 3.02 A. of the Charter.

4.18.30 Duties and Responsibilities

Under the supervision of the Director of the Workforce Solutions, the Department shall have authority over the following programs: WIOA Title 1 – Adult and Dislocated Worker Programs, WIOA Title 1 – Youth Programs, MN Statute 116L.17 – State Dislocated Worker Programs, MN Statute 116L.56- Minnesota Youth Program, Social Security Act – Part A of Title IV Programs (TANF). The department will have the following duties and responsibilities:

- a. Provide vocational assessment and counseling to assist eligible clients in making career decisions that are relevant to their abilities;
- b. Provide vocational training, search skills, on-the-job training or work experience, and job development/placement services to assist eligible clients

in obtaining unsubsidized employment to become economically self-sufficient;

- c. Provide at-risk youth, ages 14-24, with meaningful and well-supervised work experience, orientation to work, life skills training and basic skills training to increase their future employability;
- d. Provide case management and employment and training services for families receiving Temporary Assistance to Needy Families (TANF) under the Minnesota Family Investment Program (MFIP), to help them prepare for the labor market and become independent of public assistance;
- e. Provide employment and training services to individuals who have been laid off and/or are seeking employment services and are living and/or working in suburban Ramsey County;
- f. Engage private sector and other community representatives in planning, implementing, monitoring and evaluating employment and training programs to ensure relevant programming to the needs of Ramsey County residents; and
- g. Provide staff support for the WIB.

4.18.40 Delegation of Authority

There are no delegations of authority specifically given to Workforce Solutions.

4.18.50 Reporting Requirements

The WIOA Program will prepare and submit annually the following reports to the commissioners representing the County on the WIB:

- a. Quarterly participant reports by program, including plan versus actual performance, client characteristics, placement statistics, and performance standards;
- b. Financial reports by program; and
- c. Other reports as requested by the County Board, the Saint Paul City Council, or the WIB.

4.24.00 MEDICAL EXAMINER

4.24.10 Office Establishment

The Medical Examiner's office is a separate operating department within the County, under the direction of the Medical Examiner.

4.24.20 Director and Appointing Authority of Director

The Medical Examiner shall be appointed by the County Board as provided under Minnesota Statutes, Section 390.005, and other relevant laws.

4.24.30 Duties and Responsibilities

Minnesota Statutes, Section 390.11, mandates the responsibilities of the Medical Examiner.

4.24.40 Delegation of Authority

There are no delegations of authority specifically given to the Medical Examiner's Office.

4.24.50 Reporting Requirements

The Medical Examiner submits a budget on an annual basis to the County Manager.

4.43.00 EMERGENCY MANAGEMENT AND HOMELAND SECURITY

4.43.10 Division Establishment

In accordance with Title 42 U.S. Code § 5121, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and in accordance with Minnesota Statutes, Section 12.25, Subdivisions 1 through 5, there shall be a Division of Emergency Management and Homeland Security which shall be a line division of the Safety and Justice Service Team and shall be under the direction and supervision of the County Manager.

4.43.20 Director and Appointing Authority of Director

The Director of the Division of Emergency Management and Homeland Security shall be appointed by the County Board as required in Minnesota Statutes, Section 12.25 Subd. 2

The Director of the Division of Emergency Management and Homeland Security shall appoint, review, transfer, suspend or remove subordinates within that division as authorized by Section 3.02 A. of the County Charter.

4.43.30 Duties and Responsibilities

The Division of Emergency Management and Homeland Security shall have the following duties and responsibilities:

- a. Plan for, and manage a comprehensive countywide approach to emergency management and homeland security;
- b. Coordinate, facilitate, staff and/or manage the work of an interdisciplinary team of professionals including appropriate county and local government officials and private sector representatives responsible for planning for the emergency operations of county and local government, infrastructure and buildings, peace and police representatives, including the Sheriff;
- c. Coordinate the activities of and provide assistance in the training of emergency management organizations of political subdivisions throughout the county in accordance with Minnesota Statutes, Section 12.25. Subd. 2 (c) subsection 1;
- d. Develop and implement systems and organization for coordinated, timely, and appropriate emergency management and homeland security prevention, plans, response, recovery, and mitigation pursuant to Title 42 U.S. Code § 5121 *et seq.*

4.43.40 Delegation of Authority

The Director of the Emergency Management and Homeland Security has been granted the following delegations of authority by the County Board of Commissioners.

- a. The Director of the Emergency Management and Homeland Security Division is authorized to designate specific County facilities as County Emergency Operations Centers and to direct the Property Management Department to

cancel or reschedule planned activities in those facilities in cases of emergency.

4.43.50 Reporting Requirements

The Division of Emergency Management and Homeland Security shall prepare and submit the following reports for the County Board:

- a. Annual budget;
- b. Specialized reports, analysis, and summaries of the County Emergency Operations Plan as needed or requested by the County Board and the County Manager.

4.45.00 (see 4.03.00 County Attorney, and 4.36.00 Human Resources)

4.53.00 PROPERTY MANAGEMENT

4.53.10 Department Establishment

There shall be a Property Management Department of the Economic Growth and Community Investment Service Team and shall be under the direction and supervision of the County Manager.

4.53.20 Director and Appointing Authority of Director

The Director of the Property Management Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the Ramsey County Home Rule Charter and Chapter 3 of the Administrative Code.

The Director of the Property Management Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02.A of the Ramsey County Charter.

4.53.30 Duties and Responsibilities

Under the supervision of the Director of Property Management, the Department shall have the following duties and responsibilities, to:

- a. Manage and administer all County real property interests, including leases; acquisitions; sales; conveyances; construction; deconstruction; building operations and maintenance; renovation; repair; energy management; and physical security;
- b. Assess, plan, program and construct or remodel facilities to be safe, efficient, welcoming, and accessible to support County programs and services;
- c. Advise and assist the County Board, County Manager, and County departments regarding property management;
- d. Establish charges and rentals for the use, sale and availability of Ramsey County and Ramsey County Regional Railroad Authority (RCRRA) property and services and may hold, use, dispose of, invest, and reinvest the income, revenues and funds derived therefrom; and
- e. Manage and administer the properties of the Ramsey County Regional Railroad Authority related to day-to-day land management, maintenance and operations, and non-transit-related capital improvements in accordance with the RCRRA Real Estate Management Plan, and as directed, approved, and/or delegated by the RCRRA.

These duties and responsibilities do not apply to state-owned tax forfeited land administered by Ramsey County or County real property interests under the management of the Community & Economic Development Department, the Public

Works Department or the Parks & Recreation Department.

4.53.40 Delegation of Authority

The following delegations of authority are specifically given to the Director of the Property Management Department to:

- a. Execute documents granting or receiving temporary easements, permits,
- b. licenses, rights-of-entry, letters of intent, and memoranda of understanding on or adjacent to County real property interests, which involve not more than \$200 consideration;
- c. Execute certain non-financial amendments to leases that
 - i. Extend the lease upon same general terms and conditions,
 - ii. Cure minor scrivener or clerical errors,
 - iii. Update suite numbers,
 - iv. Change hours of operation,
 - v. Update addresses for Lease Notices, or
 - vi. Other similar amendments; and
- d. Execute ancillary real estate documents or documents related to lease agreements, including estoppel agreements, subordination non-disturbance and attornment agreements. Ancillary real estate documents do not include closing documents associated with purchase and sale transactions.

These duties and responsibilities do not apply to state-owned tax forfeited land administered by Ramsey County or County real property interests under the management of the Community & Economic Development Department, the Public Works Department or the Parks & Recreation Department.

4.53.50 Reporting Requirements

The Property Management Department will prepare and submit the following reports to the County Manager:

- a. Annual budget;
- b. Other reports as requested by the County Board, the RCRRA Board, or the County Manager.

4.54.00 PARKS & RECREATION

4.54.10 Department Establishment

There shall be a Parks & Recreation Department which is an operating Department of the County responsible for planning, acquisition, development and operation of the County's park and open space areas. The Department represents Ramsey County as an implementing agency for the Regional Recreation Open Space System.

4.54.20 Director and Appointing Authority of Director

The Director of the Parks & Recreation Department shall be appointed by the County Manager, or the County Manager's designee, as provided in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code.

The Director of the Parks & Recreation Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02 A. of the Charter.

4.54.30 Duties and Responsibilities

Under the direction and supervision of the Director of Parks & Recreation, the Department shall have the following duties and responsibilities, to:

- a. Prepare and maintain a comprehensive system plan, master plans and development concepts for a system of parks, open space, trails and special recreational areas;
- b. Acquire land within the boundaries of approved master plans and maintain all land records associated with these transactions;
- c. Prepare construction documents and manage all development and redevelopment of parks, open space and special recreation areas;
- d. Administer the financial affairs of the Department, accounting for all expenditures and revenues in accordance with County policy and procedures:
 - i. To prepare and implement the Department's annual operating budget; and
 - ii. To prepare and implement a capital improvement program for the development and redevelopment of County and regional parks and recreation areas;
- e. Encourage public use and awareness of park and recreation areas through promotion and delivery of outdoor recreation and nature interpretive programs;

- f. Operate and maintain all County park and recreation areas to assure high quality and continued service to the public;
- g. Provide professional and staff support to the Ramsey County Parks & Recreation Commission;
- h. Carry out and enforce the provisions of "An Ordinance for the Control and Management of Park, Recreation and Open Space Areas and Facilities Under the Jurisdiction of the Ramsey County Board of Commissioners," adopted by Ramsey County Board Resolution #92-177; and amended in County Board Resolution #2007-122;
- i. Review and make recommendations to the Ramsey County Board of Commissioners regarding requests for conversion of park and open space land for other non-park uses; and
- j. Pursuant to Minnesota Statutes, Section 383A.606 and Ramsey County Board resolution #B2018-169, exercise the duties and responsibilities of a soil and water conservation district as described in Minnesota Statutes, Chapter 103C, as amended from time to time.

4.54.40 Delegation of Authority

The Director of Parks & Recreation is authorized to accept gifts of cash or personal property of up to \$500 in value which come without restrictions or with the single restriction that they be used in connection with a program within the department. The County Manager is authorized to appropriate cash gifts consistent with the intent of the donor.

Source: County Board Resolution #88-554.

4.54.50 Reporting Requirements

The Parks & Recreation Department will prepare and submit the following reports to the County Manager:

- a. Annual operating statements for the County ice arenas and golf courses;
- b. Annual "State of the Parks" report from the Ramsey County Parks & Recreation Commission; and
- c. Special reports on Department activity as may be requested by the County Manager or Board of Commissioners.

4.55.00 EMERGENCY COMMUNICATIONS

4.55.10 Department Establishment

There shall be an Emergency Communications Department per County Board Ordinance 2007-34.⁵

The Department shall be an operating department of the County responsible for operation of the countywide public safety communications system and the consolidated Emergency Communications Center.

The Joint Powers Agreements between the County and cities receiving dispatch services created a Dispatch Policy Committee which serves in an advisory capacity to the County Board on matters relating to Emergency Communications Center performance and cost.

4.55.20 Director and Appointing Authority of Director

The Director of Emergency Communications shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code.

The Director of Emergency Communications shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02 A. of the Charter.

In the event the Dispatch Policy Committee is not satisfied with the performance of the Director, the Committee can request that the County Manager reassign the Director to other duties that remove him or her from supervision of the Emergency Communications Center.

4.55.30 Duties and Responsibilities

Under the direction and supervision of the Director of Emergency Communications, the Department shall have the following duties and responsibilities:

- a. Operate the Ramsey County Public Safety Communications System\800 MHz ("System") as a subsystem to the regional public safety radio communication system
- b. Serve as the Public Safety Answering Point, answering 9-1-1 calls and dispatching emergency responders, for all communities in Ramsey County that have entered into the joint powers agreement with the County for dispatch services, pursuant to Board Resolutions #2005-365, and #2005-371, and #2005-382.
- c. Manage the configuration and operation of the Computer Aided Dispatch and

⁵ Adopted as Ordinance on November 6, 2007 with retroactive implementation as of January 1, 2006; incorporating Board Resolutions #2005-365, dated October 2, 2005 and #2005-371, dated October 11, 2005 and #2005-382, dated October 18, 2005.

Mobiles System for the County and all communities that have entered into the joint powers agreement with the County for CAD and mobile services, pursuant to Board Resolution #2013-301.

4.55.40 Delegations of Authority

There are no delegations of authority specifically given to the Department of Emergency Communications.

4.55.50 Reporting Requirements

The Department of Emergency Communications will prepare and submit the following reports to the County Manager:

- a. Annual budget;
- b. The proposed budget for the Emergency Communications Center shall be presented annually to the Dispatch Policy Committee for review.

4.63.00 PUBLIC WORKS

4.63.10 Department Establishment

There shall be a Public Works Department which shall function in accordance with Minnesota Statutes, Chapters 160 to 165 and shall be under the direction and supervision of the County Board. The Department shall provide general management and administration services for the Ramsey County Regional Railroad Authority.

4.63.20 Director and Appointment Authority of the Director

The Director of Public Works shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code.

The appointment of the County Engineer shall be made by the Ramsey County Board of Commissioners in accordance with the Minnesota Statutes Section 163.07 requirement to appoint a county highway engineer.

The appointment of the County Surveyor shall be made by the Ramsey County Board of Commissioners in accordance with Minnesota Statutes Section 383A.42.

With the above exceptions, the Director of Public Works shall appoint, review, transfer, suspend or remove subordinates within that Department as authorized by Section 3.02 A. of the Charter.

The Director of Public Works may also be appointed, by the Ramsey County Board of Commissioners, as County Engineer if the Director meets the requirements detailed in Minnesota Statutes Section 163.07.

4.63.30 Duties and Responsibilities

Under the supervision of the Director of Public Works, the Department shall have the following duties and responsibilities, to:

- a. Review, plan, program and construct the County transportation system and provide information about the system to other government agencies and the general public;
- b. Provide roads, bridges, sidewalks/trails, traffic control/warning systems, transit infrastructure, and rail infrastructure, all of which are designed to meet State and/or Federal highway specifications and ensure the safe and efficient movement of pedestrians, bicyclists, motor vehicles and freight;
- c. Provide a maintenance program for the County transportation system that safeguards the traveling public and protects the County's investment in the highway system;

- d. Maximize level of performance from the existing transportation system while minimizing the negative impact the facilities have on the social and physical environment;
- e. Provide professional engineering and land survey services to other Ramsey County departments and coordinate these services with the engineering efforts of others;
- f. Provide the general public information they request about the highway system and properties located within the County;
- g. Provide a fleet of equipment, motor vehicles and provide vehicle maintenance for all county departments necessary to accomplish their operations;
- h. Protect the County's environmental resources by providing services in the areas of water resource management, drainage, weed control and maintenance of County roadside trees and vegetation.
- i. Provide staff to the Ramsey County Regional Railroad Authority which has statutory authorities under Minnesota Statutes Chapter 398A, that include to:
 - 1. Provide for the preservation and improvement of local rail service for agriculture, industry, or passenger traffic.
 - 2. Provide for the preservation of abandoned rail right-of-way for future transportation uses, when determined to be practicable and necessary for the public welfare, particularly in the case of abandonment of local rail lines.
 - 3. Plan, establish, acquire, develop, purchase, enlarge, extend, improve, maintain, equip, regulate, and protect; and pay costs of construction and operation of railroad facilities, and also of light rail transit, commuter rail transit and bus rapid transit systems located within its county on transitways included in the Metropolitan Council's most current Transportation Policy Plan.

4.63.40 Delegation of Authority

The Director and Engineer, either as separate appointments or the same appointment to one individual, have been granted the following delegations of authority by the County Board of Commissioners.

- a. Construction contracts. To approve, following approval by fund source and contractor, quantity changes, change orders and supplemental agreements equal to five percent (5%) of the contract amount or \$100,000, whichever is less. Source: County Board Resolution #2001-93

See Chapter 3, County Manager, Section 3.40.27 c. for related delegations to the County Manager and the Director of Budgeting and Accounting.
Source: County Board Resolution #89-224.

- b. To establish or remove permanent "Restricted or Prohibited Parking" zones

on the County road system upon receipt of written concurrence from the affected municipality and modify a municipal request to establish logical termini of the proposed zone.

Source: County Board Resolution #85-152.

- c. To negotiate and execute temporary work easements on land adjacent to county highways as necessary for construction purposes of not more than \$200 consideration.
Source: County Board Resolution #77-303.
- d. To establish or remove, upon request from a local community, school speed zones and appropriate signing within the limits of a public or nonpublic school based on an engineering and traffic investigation as prescribed by the Commissioner of the Department of Transportation. In cases where the Director of Public Works determines that the proposed school speed zone needs discussion, the Director of Public Works may choose to present the proposed speed and his recommendation to the County Board for approval.
Source: County Board Resolution #95-148
- e. To approve and execute Cooperative Cost Share Agreements with the Board of Water Commissioners of the City of St. Paul.
Source: County Board Resolution #2009-100

4.63.50 Reporting Requirements

The Public Works Department will, on an annual basis, prepare and submit the following reports to the County Manager and the County Board:

- a. A five-year Transportation Improvement Program for roads, bridges, sidewalks/trails and transitways.
- b. Annual Budget
- c. Other reports as requested by the County Board, the Ramsey County Regional Rail Authority or the County Manager.

4.64.00 LIBRARY

4.64.10 Department Establishment

There shall be a Library Department of the Economic Growth and Community Investment Service Team which shall be under the direction and supervision of the County Manager.

4.64.20 Director and Appointing Authority of Director

The Director of the Library Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the County Charter and Chapter 3 of this Administrative Code.

The Director of the Library Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by the Ramsey County Charter in Chapter 3 section 3.02A.

4.64.30 Duties and Responsibilities

Under the supervision of the Library Director, the department shall have the following duties and responsibilities:

- a. Provide and encourage public use of library services, materials and programming;
- b. Participate and promote cooperation within the regional library system;
- c. Provide professional and staff support to the Ramsey County library advisory board.

4.64.40 Delegation of Authority

The Library Advisory Board is authorized to accept unconditional cash gifts in the amount of \$5,000 or less as well as to accept donations of books, other materials and equipment with the stipulation that the Advisory Board furnish a list of suggested uses for these gifts which they would recommend.

Source: County Board Resolution #85-549.

There are no delegations of authority given specifically to the Library Department.

4.64.50 Reporting Requirements

The Library Department will prepare and submit the following reports to the County Manager:

- a. Annual report regarding gifts received in the previous fiscal year and planned usage of gifts during the current fiscal year per Section 4.64.40;

- b. Annual budget;
- c. Other reports as requested by the County Board and/or County Manager.

4.68.00 Housing Stability Department

4.68.10 Department Establishment

Pursuant to County Resolution #B2021-050 there shall be a Housing Stability Department which shall be under the direction and supervision of the County Manager.

4.68.20 Director and Appointing Authority of Director

The Director of the Housing Stability Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of the Housing Stability Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by the Ramsey County Charter in Chapter 3 section 3.02A

4.68.30 Duties and Responsibilities

Under the supervision of the Director of the Housing Stability Department, the Department shall have the following duties and responsibilities:

- a. Provide housing stability programs/services in accordance with federal and state law and County Board policy.
- b. Annually prepare a requested operating budget for the Department and to administer the budget as approved by the County Board.
- c. Manage the personnel and fiscal resources authorized by the Board to ensure that services and programs are provided in an efficient, cost effective manner.

4.68.40 Delegation of Authority

There are no delegations of authority specifically given to the Housing Stability Department.

4.68.50 Reporting Requirements

The Housing Stability Department shall prepare the following reports for the County Board:

- a. Annual Budget
- b. Reports as needed or requested by the County Board and County Manager.

4.70.00 COMMUNITY & ECONOMIC DEVELOPMENT

4.70.10 Department Establishment

There shall be a Community & Economic Development Department of the Economic Growth and Community Investment Service Team and shall be under the direction and supervision of the County Manager.

The Department shall provide general management and administration services for the Ramsey County Housing Redevelopment Authority.

4.70.20 Director and Appointing Authority of Director

The Director of the Community & Economic Development Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code.

The Director of Community & Economic Development shall appoint, review, transfer, suspend or remove subordinates within the department as authorized by Section 3.02A. of the Charter.

4.70.30 Duties and Responsibilities

The Community & Economic Development Department shall have the following duties and responsibilities to:

- a. Improve the quality of life for individuals and families by maintaining the existing housing stock, expanding homeownership and affordable housing opportunities, installing safe infrastructure and facilities, remediating brownfields sites, redeveloping under-utilized properties, strengthening businesses, navigating economic development resources and encouraging job growth.
- b. Prepare the Housing Redevelopment Authority (HRA) budget and provide staff to serve, program, develop, monitor, and measure all housing development programs within the county, pursuant to Minnesota Statutes, Section 469.004, subd. 5.
- c. Receive and manage entitlement funds from the federal government (U.S. Department of Housing and Urban Development), Community Development Block Grant (CDBG), Home Investment Partnerships Programs (HOME) and other programs.
- d. Provide grants, direct loans, loan guarantees or other forms of credit enhancements, or rental assistance or security deposits in order to facilitate the creation of affordable housing for low-income households.
- e. Administer funds from the Environmental Response Fund, funded through a mortgage registry and deed tax, which aids in the redevelopment and reuse of properties mitigating contamination created by prior land uses.

- f. Provide grants to facilitate the removal of blight and revitalization of underutilized properties or corridors.

4.70.40 Delegations of Authority

There are no delegations of authority given specifically to the Community & Economic Development Department.

4.70.50 Reporting Requirements

The Community & Economic Development Department shall prepare and submit the following reports to the County Manager:

- a. Annual budget
- b. Other reports as requested by the County Board, Housing and Redevelopment Authority, or the County Manager.

Sponsor: County Manager's Office

Meeting Date: 5/14/2024

Title: Amendments to the Administrative Code - Chapter 4, Economic Growth and Community Investment and Safety & Justice Service Teams

File Number: 2024-153

Background and Rationale:

In 2021, as part of a broad effort to improve policy management and compliance, the County Manager's Office coordinated a comprehensive review of county policy documents, including the Administrative Code. Since then, departments have worked closely with the County Manager's Office and the Ramsey County Attorney's Office to identify needed updates to the Administrative Code. Due to the length of the Administrative Code and the number and complexity of needed revisions, the County Manager's Office will coordinate these revisions in multiple requests for board action.

Administrative Code Background

According to Ramsey County's Home Rule Charter, the Administrative Code "at minimum shall identify and define specific areas of accountability, delegation and reporting requirements for county departments, offices, agencies, boards and commissions." The County Board "shall enforce and maintain such administrative code" (Section 2.02). Amendment of the Administrative Code "shall be by resolution" (Section 5.04).

Chapter 4 of the Administrative Code addresses the organization of departments, divisions and offices, including: a basic overview of the department, division or office; the lead administrative officer; key duties and responsibilities; if appropriate, delegations of authority granted that specific department, division or office; and a list of reports made internally to either the County Board or the County Manager.

A Planned Series of Revisions

This proposal is for amendments to sections of Chapter 4 that pertain to departments and offices in the Economic Growth and Community Investment and Safety & Justice service teams. This represents the first in a series of proposed amendments; additional proposed amendments to these sections, including the re-ordering and re-numbering of sections, will be put forward in future requests for board action.

Proposed amendments to Chapter 4 sections covering departments in Health and Wellness, Information and Public Records, and Strategic Team are forthcoming.

Major Changes Proposed

In the black-line mark-up attached, deletions are shown with strikethrough text (~~strikethrough~~) and additions are shown in **underlined and bold** text. Text that is underlined but not bold does not represent any change; it indicates language contained in the Ramsey County Charter.

1. Where appropriate, in subsections entitled "Director and Appointing Authority of the Director," add language regarding the authority to appoint department directors. This change reflects the creation of the service team structure (2015) and the direct role of the deputy

county manager (“County Manager’s designee”) in appointing department directors. This change is consistent with Section 3.40.00, Delegation of Authority to the County Manager, where it states, “The County Manager may delegate the authority granted by the County Board to a designee, if appropriate and so desired.”

2. In Section 4.24.00, Medical Examiner, correct and simplify the language regarding the authority to appoint the Medical Examiner, title of the Medical Examiner, and duties of the Medical Examiner to refer directly to state law. Remove reference to a specific appointment agreement.
3. In Section 4.18.00, Job Training Program, reflect the replacement of this program with Workforce Solutions and the creation of the Workforce Innovation and Opportunity Act (WIOA), including the establishment of the Workforce Innovation Board. Requirements under the Job Training Partnership Act no longer apply.
4. In Section 4.63.00, Public Works, clarify the roles of the Director of Public Works and the County Engineer. Additional clarifications will be made to the Delegations of Authority in a forthcoming RBA.
5. In Section 4.70.30, Community & Economic Development, add additional responsibilities.

Upon adoption of the proposed amendments included in this request for board action, the County Manager’s Office will implement the approved amendments to the Administrative Code, which is available in the county’s new online administrative policy and administrative code management system, PowerDMS.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the amendments to the Administrative Code - Chapter 4, Economic Growth and Community Investment and Safety & Justice Service Teams.
2. Direct the Chief Clerk to the Ramsey County Board to amend the Administrative Code to reflect these approved amendments.

A motion to approve was made by Commissioner Ortega, seconded by Commissioner Xiong. Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 

 Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2024-140

Meeting Date: 5/14/2024

Sponsor: Board of Commissioners

Title

Support for Nominations to National Association of Counties' 2024 Leadership Positions

Recommendation

1. Support the candidacy of Commissioner Trista Martinson for: Chair or Vice Chair of the Veterans and Military Services Committee, Member of the Large Urban County Caucus and Member of Community, Economic & Workforce Committee.
2. Support the candidacy of Commissioner Mary Jo McGuire for: Member of the Programs and Services Committee, Member of the Large Urban County Caucus and Member of the Arts and Culture Commission.
3. Support the candidacy of Commissioner Rena Moran for: Member of the Large Urban County Caucus and Member of the Justice & Public Safety Committee.
4. Support the candidacy of Commissioner Rafael Ortega for: Member of the Large Urban County Caucus and Member of the Transportation Committee.
5. Support the candidacy of Commissioner Victoria Reinhardt for: Member of the Resilient Counties Advisory Board and Member of the Large Urban County Caucus.
6. Support the candidacy of Commissioner Xiong for: Member of the Human Services & Education Steering Committee; Vice Chair of the Education, Children and Families Subcommittee and Member of the Large Urban County Caucus.

Background and Rationale

The National Association of Counties (NACo) is seeking applications for presidential leadership positions to NACo committees for 2024.

Commissioner Nicole Frethem is not submitting a leadership position application. Commissioner Frethem currently serves on the following national, statewide and regional boards and commissions:

- Member - NACo Arts and Culture Commission; Member - Large Urban County Caucus; Member - AMC District 10 Committee; Member - Community Action Partnership of Ramsey and Washington Counties; Member - County Court Joint Committee; Member - Courthouse/City Hall Committee; Member - Generation Next; Member - Law Library Trustee; Member - Metro Mosquito Control District Board; Member - Ramsey County Extension Committee; Member - Recycling and Energy Board; Member - Suburban Ramsey Family Collaborative Joint Powers Board; Member - TCAAP/Rice Creek Commons Joint Development Authority.

In addition, Commissioner Frethem currently serves in the following Ramsey County positions:

- Chair - Health and Wellness Service Team Committee of the Whole; Vice Chair - Safety and Justice Service Team Committee of the Whole; Member - Budget Committee of the Whole; Member - Legislative Committee of the Whole; Member - Economic Growth and Community Investment Service Team Committee of the Whole; Member - Information and Public Records Service Team Committee of the Whole; Member - Strategic Team Committee of the Whole; Member - Housing and Redevelopment Authority; and Member - Regional Rail Authority.

Commissioner Trista Martinson is submitting an application for: Chair or Vice Chair of the Veterans and Military Services Committee, Member of the Large Urban County Caucus and Member of the Community, Economic & Workforce Committee.

Commissioner Trista Martinson currently serves on the following national, statewide and regional boards and commissions:

- Chair - NACo Veterans and Military Services Committee; Member - NACo Large Urban County Caucus (LUCC); Member - NACo LUCC Steering Committee; Member - NACo Community Economic & Workforce Development Committee; Member - AMC Board of Directors; Member - AMC District X Committee; Member - AMC Transportation and Infrastructure Policy Committee; Member - Heading Home Ramsey Continuum of Care Governing Board; Chair - Heading Home Ramsey Continuum of Care Executive Committee; Member - Joint Property Tax Advisory Committee; Member - Metro Emergency Services Board; Member - Metro Transportation Advisory Board; Chair - Great River Rail Commission; Member - Ramsey & Washington Recycling & Energy Board; Member - Ramsey & Washington Recycling & Energy Facility & Finance Committee; Member - Regions Hospital Board; Chair - Minnesota Assistance Council for Veterans; Member - GroundBreak Coalition Board; Member - GroundBreak Coalition Board Steering Committee; Member - Statewide Emergency Communications Board.

In addition, Commissioner Martinson currently serves in the following Ramsey County positions:

- Chair - Board of Commissioners; Member - Housing Redevelopment Authority; Vice Chair - Ramsey County Regional Rail Authority; Chair - Audit Committee; Member - Budget Committee of the Whole; Vice Chair - Legislative Committee of the Whole; Member - Health and Wellness Service Team Committee of the Whole; Member - Economic Growth and Community Investment Service Team Committee of the Whole; Member - Information and Public Records Service Team Committee of the Whole; Member - Safety and Justice Service Team Committee of the Whole; Chair - Strategic Team Service Team Committee of the Whole; Member - Court House/City Hall Committee.

Commissioner Mary Jo McGuire is submitting an application for: Member of the Programs and Services Committee, Member of the Large Urban County Caucus and Member of the Arts and Culture Commission.

Commissioner McGuire currently serves on the following national, statewide and regional boards and commissions:

- President - NACo; Member - NACo Programs and Services Committee; Member - NACo Health Steering Committee; Member - NACo Healthy Counties Advisory Board; Member - NACo Large Urban County Caucus; Member - NACo Arts and Culture Commission; Past President - Association of Minnesota Counties (AMC); Member - AMC Public Safety Policy Committee; Member - AMC Education & Training Committee; Representative - AMC District 10; Member - Active living Ramsey Communities, Member - Ramsey County League of Local Governments; Alternate - Suburban Ramsey Family Collaborative Joint Powers Board; Alternate - Ramsey County Extension Committee; Alternate - Law Library Trustee; Alternate-Metro Emergency Services Board (MESB); Alternate-Metro Transportation Advisory Board; Alternate - Regional Haulers Licensing Board; Alternate - Recycling and Energy Board.

In addition, Commissioner McGuire currently serves in the following Ramsey County positions:

- Chair - Information and Public Records Service Team Committee of the Whole; Vice Chair - Strategic Team Committee of the Whole; Member - Ramsey County Board of Commissioners; Member - Ramsey County Regional Railroad Authority; Member - Ramsey County Housing and Redevelopment Authority; Member - Legislative Committee of the Whole; Member - Budget Committee of the Whole; Member - Health and Wellness Service Team Committee of the Whole; Member - Economic Growth and Community Investment Subcommittee of the Whole; Member - Safety and Justice Service Team Committee of the Whole.

Commissioner Rena Moran is submitting an application for: Member of the Large Urban County Caucus and Member of the Justice & Public Safety Committee.

Commissioner Moran currently serves on following national, statewide and regional boards and commissions:

- Member - NACo Justice & Public Safety Committee; Member - NACo Large Urban County Caucus; Member - AMC District 10; Member - AMC Health & Human Services Policy Committee; Member - National Organization of Black County Officials; Alternate - Heading Home Ramsey-Continuum of Care; Member - County-Court Joint Committee; Alternate - Criminal Justice Coordinating Committee; Member - Itasca Project; Member - Joint Property Tax Advisory Committee; Member - Metro Mosquito Control District Committee; Member - Minnesota Workforce Council Association; Member - Rethinking I-94 Committee; Member - St. Paul Children's Collaborative; Member - St. Paul Promise Neighborhood; Member - Workforce Innovation Board; Alternate - Youth Justice Transformation.

In addition, Commissioner Moran currently serves in the following Ramsey County positions:

- Chair - EGCI Service Team Committee of the Whole; Vice Chair - Budget Committee of the Whole; Vice Chair - Legislative Committee of the Whole; Member - Health and Wellness Service Team Committee of the Whole; Member - IPR Service Team Committee of the Whole; Member - Safety and Justice Service Team Committee of the Whole; Member - Strategic Team Committee of the Whole; Member - Housing and Redevelopment Authority; Member - Regional Rail Authority.

Commissioner Rafael Ortega is submitting an application for: Member of the Large Urban County Caucus and Member of the Transportation Committee.

Commissioner Ortega currently serves on the following national, statewide and regional boards and commissions:

- Member - AMC District 10 Representative; Member - AMC Transportation and Infrastructure Policy Committee; Member - NACo Large Urban County Caucus; Member - NACo Large Urban County Caucus Steering Committee; and Member - NACo Transportation Committee; Member - Greater MSP Regional Partnership; Member - ITASCA Project; Member - Minnesota Landmarks Board; Member - Ramsey County Dispatch/800 Subsystem Policy Comm.; Member - Recycling & Energy Board; Member - Saint Paul Downtown Alliance; Member - TCAAP Joint Development Authority.

In addition, Commissioner Ortega currently serves in the following Ramsey County positions:

- Chair - Ramsey County Regional Rail Authority; Chair - Safety and Justice Service Team Committee of the Whole; Member - Budget Committee of the Whole; Member - Legislative Committee of the Whole; Member - Health and Wellness Service Team Committee of the Whole; Member - Economic Growth and Community Investment Service Team Committee of the Whole; Member - Information and Public Records Service Team Committee of the Whole; Member - Strategic Team Committee of the Whole; Member - Gold Line Joint Powers Board; Member - Red Rock Corridor; Member - Riverview Corridor; Member - Robert St Corridor; Member - Court House/City Hall Committee.

Commissioner Victoria Reinhardt is submitting an application for: Member of the Resilient Counties Advisory Board and Member of the Large Urban County Caucus.

Commissioner Victoria Reinhardt currently serves on the following national, statewide and regional boards and commissions:

- Vice - Chair Environment, Energy and Land Use Steering Committee; Vice-Chair - NACo Resilient Counties Advisory Board; Member - NACo IT Standing Committee; Member - NACo Large Urban County Caucus; Member - Institute for Building Technology and Safety Board (as NACo Representative); Member - NACD Climate Action Task Force (as NACo Representative); Alternate Board Member - Association of Minnesota Counties (AMC) Environment and Natural Resources Committee; Representative - AMC District 10; Member - Ramsey/Washington Recycling and Energy

Board; Member - Partnership on Waste and Energy; Member (Gubernatorial Appointment) - Minnesota Geospatial Advisory Council; Member - Metro GIS Policy Board; Member - Joint Property Tax Advisory Committee; Member - Minnesota Landmarks Board; Member - Metro Library Services Agency (MELSA) Board of Trustees; and Liaison - Ramsey County Library Board of Trustees.

In addition, Commissioner Victoria Reinhardt currently serves in the following Ramsey County positions:

- Vice-Chair - Board of Commissioners; Vice-Chair - Ramsey County Audit Committee; Vice-Chair - Ramsey County Budget Committee of the Whole; Member - Legislative Committee of the Whole; Member-Health and Wellness Service Team Committee of the Whole; Vice-Chair - EGCI Service Team Committee of the Whole; Vice-Chair - IPR Service Team Committee of the Whole; Member - Safety and Justice Service Team Committee of the Whole; Member - Strategic Team Committee of the Whole; Member - County-Court Joint Committee; Vice Chair -Housing and Redevelopment Authority; ember/Secretary/Treasurer-- Regional Rail Authority; and Member - Gold Line Joint Powers Board.

Commissioner Mai Chong Xiong is submitting an application for: Member of the Human Services & Education Steering Committee, Vice Chair of the Education, Children and Families Subcommittee and Member of the Large Urban County Caucus.

Commissioner Xiong currently serves on the following national, statewide and regional boards and commissions:

- Member - NACo Human Services & Education Steering Committee; Vice Chair - NACo Education, Children and Families Subcommittee; Member - NACo Large Urban County Caucus; Member - NACo Large Urban County Caucus Steering Committee; Member - AMC District X Committee; Member - AMC General Government Policy Committee; Member - Community Action Partnership of Ramsey/Washington Counties; Member - Metro Conservation Districts Joint Powers Board; Member - Metro Emergency Services Board; Member - Metro Mosquito Control District Board; Member - Ramsey County Children’s Mental Health Collaborative; Member - Ramsey County Dispatch/800 Subsystem Policy Committee; Member - Ramsey County Extension Committee; Member - Recycling & Energy Board; Member - Saint Paul Children’s Collaborative; Member - State Community Health Services Advisory Committee; and Member - Youth Justice Transformation.

In addition, Commissioner Xiong currently serves in the following Ramsey County positions:

- Member - Board of Commissioners; Chair - Housing & Redevelopment Authority; Member - Regional Rail Authority; Member - Budget Committee of the Whole; Member - Legislative Committee of the Whole; Vice Chair - Health and Wellness Service Team Committee of the Whole; Chair - Economic Growth and Community Investment Service Team Committee of the Whole; Member - Information and Public Records Service Team Committee; Member - Safety and Justice Service Team Committee; and Member - Strategic Team Committee of the Whole.

Noted that Ramsey County Chief Information Officer Chetan Ganatra is submitting an application for Member of the Information and Technology Standing Committee.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

This board action does not have a direct racial equity impact. However, if the appointments to NACo leadership positions are successful, the appointed Ramsey County Commissioners will seek opportunities to advance racial equity through their work at a national level in addition to the local and state levels.

Community Participation Level and Impact

There is no community engagement involved with this request for board action. Informing the community of this action provides transparency about potential NACo leadership appointments of Ramsey County

Commissioners.

Inform Consult Involve Collaborate Empower

Fiscal Impact

There is no fiscal impact associated with this request.

Last Previous Action

On May 16, 2023, the Ramsey County Board of Commissioners approved the candidacy of Commissioners Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt and Xiong for 2023 National Association of Counties presidential leadership positions (Resolution B2023-075).

Attachments

None.

Sponsor: Board of Commissioners

Meeting Date: 5/14/2024

Title: Support for Nominations to National Association of Counties'
2024 Leadership Positions

File Number: 2024-140

Background and Rationale:

The National Association of Counties (NACo) is seeking applications for presidential leadership positions to NACo committees for 2024.

Commissioner Nicole Frethem is not submitting a leadership position application.

Commissioner Frethem currently serves on the following national, statewide and regional boards and commissions:

- Member - NACo Arts and Culture Commission; Member - Large Urban County Caucus; Member - AMC District 10 Committee; Member - Community Action Partnership of Ramsey and Washington Counties; Member - County Court Joint Committee; Member - Courthouse/City Hall Committee; Member - Generation Next; Member - Law Library Trustee; Member - Metro Mosquito Control District Board; Member - Ramsey County Extension Committee; Member - Recycling and Energy Board; Member - Suburban Ramsey Family Collaborative Joint Powers Board; Member - TCAAP/Rice Creek Commons Joint Development Authority.

In addition, Commissioner Frethem currently serves in the following Ramsey County positions:

- Chair - Health and Wellness Service Team Committee of the Whole; Vice Chair - Safety and Justice Service Team Committee of the Whole; Member - Budget Committee of the Whole; Member - Legislative Committee of the Whole; Member - Economic Growth and Community Investment Service Team Committee of the Whole; Member - Information and Public Records Service Team Committee of the Whole; Member - Strategic Team Committee of the Whole; Member - Housing and Redevelopment Authority; and Member - Regional Rail Authority.

Commissioner Trista Martinson is submitting an application for: Chair or Vice Chair of the Veterans and Military Services Committee, Member of the Large Urban County Caucus and Member of the Community, Economic & Workforce Committee.

Commissioner Trista Martinson currently serves on the following national, statewide and regional boards and commissions:

- Chair - NACo Veterans and Military Services Committee; Member - NACo Large Urban County Caucus (LUCC); Member - NACo LUCC Steering Committee; Member - NACo Community Economic & Workforce Development Committee; Member - AMC Board of Directors; Member - AMC District X Committee; Member - AMC Transportation and Infrastructure Policy Committee; Member - Heading Home Ramsey Continuum of Care Governing Board; Chair - Heading Home Ramsey Continuum of Care Executive Committee; Member - Joint Property Tax Advisory Committee; Member - Metro Emergency Services Board; Member - Metro Transportation Advisory Board; Chair - Great River Rail Commission; Member - Ramsey & Washington Recycling & Energy Board; Member - Ramsey & Washington Recycling & Energy Facility & Finance Committee; Member - Regions Hospital

Board; Chair - Minnesota Assistance Council for Veterans; Member - GroundBreak Coalition Board; Member - GroundBreak Coalition Board Steering Committee; Member - Statewide Emergency Communications Board.

In addition, Commissioner Martinson currently serves in the following Ramsey County positions:

- Chair - Board of Commissioners; Member - Housing Redevelopment Authority; Vice Chair - Ramsey County Regional Rail Authority; Chair - Audit Committee; Member - Budget Committee of the Whole; Vice Chair - Legislative Committee of the Whole; Member - Health and Wellness Service Team Committee of the Whole; Member - Economic Growth and Community Investment Service Team Committee of the Whole; Member - Information and Public Records Service Team Committee of the Whole; Member - Safety and Justice Service Team Committee of the Whole; Chair - Strategic Team Service Team Committee of the Whole; Member - Court House/City Hall Committee.

Commissioner Mary Jo McGuire is submitting an application for: Member of the Programs and Services Committee, Member of the Large Urban County Caucus and Member of the Arts and Culture Commission.

Commissioner McGuire currently serves on the following national, statewide and regional boards and commissions:

- President - NACo; Member - NACo Programs and Services Committee; Member - NACo Health Steering Committee; Member - NACo Healthy Counties Advisory Board; Member - NACo Large Urban County Caucus; Member - NACo Arts and Culture Commission; Past President - Association of Minnesota Counties (AMC); Member - AMC Public Safety Policy Committee; Member - AMC Education & Training Committee; Representative - AMC District 10; Member - Active living Ramsey Communities, Member - Ramsey County League of Local Governments; Alternate - Suburban Ramsey Family Collaborative Joint Powers Board; Alternate - Ramsey County Extension Committee; Alternate - Law Library Trustee; Alternate-Metro Emergency Services Board (MESB); Alternate-Metro Transportation Advisory Board; Alternate - Regional Haulers Licensing Board; Alternate - Recycling and Energy Board.

In addition, Commissioner McGuire currently serves in the following Ramsey County positions:

- Chair - Information and Public Records Service Team Committee of the Whole; Vice Chair - Strategic Team Committee of the Whole; Member - Ramsey County Board of Commissioners; Member - Ramsey County Regional Railroad Authority; Member - Ramsey County Housing and Redevelopment Authority; Member - Legislative Committee of the Whole; Member - Budget Committee of the Whole; Member - Health and Wellness Service Team Committee of the Whole; Member - Economic Growth and Community Investment Subcommittee of the Whole; Member - Safety and Justice Service Team Committee of the Whole.

Commissioner Rena Moran is submitting an application for: Member of the Large Urban County Caucus and Member of the Justice & Public Safety Committee.

Commissioner Moran currently serves on following national, statewide and regional boards and commissions:

- Member - NACo Justice & Public Safety Committee; Member - NACo Large Urban County Caucus; Member - AMC District 10; Member - AMC Health & Human Services Policy Committee; Member - National Organization of Black County Officials; Alternate - Heading Home Ramsey-Continuum of Care; Member - County-Court Joint Committee; Alternate - Criminal Justice Coordinating Committee; Member - Itasca Project; Member - Joint Property

Tax Advisory Committee; Member - Metro Mosquito Control District Committee; Member - Minnesota Workforce Council Association; Member - Rethinking I-94 Committee; Member - St. Paul Children's Collaborative; Member - St. Paul Promise Neighborhood; Member - Workforce Innovation Board; Alternate - Youth Justice Transformation.

In addition, Commissioner Moran currently serves in the following Ramsey County positions:

- Chair - EGCI Service Team Committee of the Whole; Vice Chair - Budget Committee of the Whole; Vice Chair - Legislative Committee of the Whole; Member - Health and Wellness Service Team Committee of the Whole; Member - IPR Service Team Committee of the Whole; Member - Safety and Justice Service Team Committee of the Whole; Member - Strategic Team Committee of the Whole; Member - Housing and Redevelopment Authority; Member - Regional Rail Authority.

Commissioner Rafael Ortega is submitting an application for: Member of the Large Urban County Caucus and Member of the Transportation Committee.

Commissioner Ortega currently serves on the following national, statewide and regional boards and commissions:

- Member - AMC District 10 Representative; Member - AMC Transportation and Infrastructure Policy Committee; Member - NACo Large Urban County Caucus; Member - NACo Large Urban County Caucus Steering Committee; and Member - NACo Transportation Committee; Member - Greater MSP Regional Partnership; Member - ITASCA Project; Member - Minnesota Landmarks Board; Member - Ramsey County Dispatch/800 Subsystem Policy Comm.; Member - Recycling & Energy Board; Member - Saint Paul Downtown Alliance; Member - TCAAP Joint Development Authority.

In addition, Commissioner Ortega currently serves in the following Ramsey County positions:

- Chair - Ramsey County Regional Rail Authority; Chair - Safety and Justice Service Team Committee of the Whole; Member - Budget Committee of the Whole; Member - Legislative Committee of the Whole; Member - Health and Wellness Service Team Committee of the Whole; Member - Economic Growth and Community Investment Service Team Committee of the Whole; Member - Information and Public Records Service Team Committee of the Whole; Member - Strategic Team Committee of the Whole; Member - Gold Line Joint Powers Board; Member - Red Rock Corridor; Member - Riverview Corridor; Member - Robert St Corridor; Member - Court House/City Hall Committee.

Commissioner Victoria Reinhardt is submitting an application for: Member of the Resilient Counties Advisory Board and Member of the Large Urban County Caucus.

Commissioner Victoria Reinhardt currently serves on the following national, statewide and regional boards and commissions:

- Vice - Chair Environment, Energy and Land Use Steering Committee; Vice-Chair - NACo Resilient Counties Advisory Board; Member - NACo IT Standing Committee; Member - NACo Large Urban County Caucus; Member - Institute for Building Technology and Safety Board (as NACo Representative); Member - NACD Climate Action Task Force (as NACo Representative); Alternate Board Member - Association of Minnesota Counties (AMC) Environment and Natural Resources Committee; Representative - AMC District 10; Member - Ramsey/Washington Recycling and Energy Board; Member - Partnership on Waste and Energy; Member (Governatorial Appointment) - Minnesota Geospatial Advisory Council; Member - Metro GIS Policy Board; Member - Joint Property Tax Advisory Committee; Member - Minnesota Landmarks Board; Member - Metro Library Services Agency (MELSA) Board of Trustees; and Liaison - Ramsey County Library Board of Trustees.

In addition, Commissioner Victoria Reinhardt currently serves in the following Ramsey County

positions:

- Vice-Chair - Board of Commissioners; Vice-Chair - Ramsey County Audit Committee; Vice-Chair - Ramsey County Budget Committee of the Whole; Member - Legislative Committee of the Whole; Member-Health and Wellness Service Team Committee of the Whole; Vice-Chair - EGCI Service Team Committee of the Whole; Vice-Chair - IPR Service Team Committee of the Whole; Member - Safety and Justice Service Team Committee of the Whole; Member - Strategic Team Committee of the Whole; Member - County-Court Joint Committee; Vice Chair -Housing and Redevelopment Authority; ember/Secretary/Treasurer--Regional Rail Authority; and Member - Gold Line Joint Powers Board.

Commissioner Mai Chong Xiong is submitting an application for: Member of the Human Services & Education Steering Committee, Vice Chair of the Education, Children and Families Subcommittee and Member of the Large Urban County Caucus.

Commissioner Xiong currently serves on the following national, statewide and regional boards and commissions:

- Member - NACo Human Services & Education Steering Committee; Vice Chair - NACo Education, Children and Families Subcommittee; Member - NACo Large Urban County Caucus; Member - NACo Large Urban County Caucus Steering Committee; Member - AMC District X Committee; Member - AMC General Government Policy Committee; Member - Community Action Partnership of Ramsey/Washington Counties; Member - Metro Conservation Districts Joint Powers Board; Member - Metro Emergency Services Board; Member - Metro Mosquito Control District Board; Member - Ramsey County Children's Mental Health Collaborative; Member - Ramsey County Dispatch/800 Subsystem Policy Committee; Member - Ramsey County Extension Committee; Member - Recycling & Energy Board; Member - Saint Paul Children's Collaborative; Member - State Community Health Services Advisory Committee; and Member - Youth Justice Transformation.

In addition, Commissioner Xiong currently serves in the following Ramsey County positions:

- Member - Board of Commissioners; Chair - Housing & Redevelopment Authority; Member - Regional Rail Authority; Member - Budget Committee of the Whole; Member - Legislative Committee of the Whole; Vice Chair - Health and Wellness Service Team Committee of the Whole; Chair - Economic Growth and Community Investment Service Team Committee of the Whole; Member - Information and Public Records Service Team Committee; Member - Safety and Justice Service Team Committee; and Member - Strategic Team Committee of the Whole.

Noted that Ramsey County Chief Information Officer Chetan Ganatra is submitting an application for Member of the Information and Technology Standing Committee.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Support the candidacy of Commissioner Trista Martinson for: Chair or Vice Chair of the Veterans and Military Services Committee, Member of the Large Urban County Caucus and Member of Community, Economic & Workforce Committee.
2. Support the candidacy of Commissioner Mary Jo McGuire for: Member of the Programs and Services Committee, Member of the Large Urban County Caucus and Member of the Arts and Culture Commission.
3. Support the candidacy of Commissioner Rena Moran for: Member of the Large Urban County Caucus and Member of the Justice & Public Safety Committee.
4. Support the candidacy of Commissioner Rafael Ortega for: Member of the Large Urban County Caucus and Member of the Transportation Committee.
5. Support the candidacy of Commissioner Victoria Reinhardt for: Member of the Resilient Counties Advisory Board and Member of the Large Urban County Caucus.
6. Support the candidacy of Commissioner Xiong for: Member of the Human Services & Education Steering Committee; Vice Chair of the Education, Children and Families Subcommittee and Member of the Large Urban County Caucus.
7. Support the candidacy of Chief Information Officer Chetan Ganatra for: Member of Information and Technology Standing Committee.

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

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 

Mee Cheng, Chief Clerk - County Board