



Board of Commissioners

Agenda

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

July 9, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of July 9, 2024 is Presented for Approval** [2024-244](#)

Sponsors: County Manager's Office

Approve the agenda of July 9, 2024.

2. **Minutes from July 2, 2024 are Presented for Approval** [2024-245](#)

Sponsors: County Manager's Office

Approve the July 2, 2024 Minutes.

PROCLAMATION

3. **Proclamation: Disability Pride Month** [2024-283](#)

Sponsors: Social Services

POLICY ITEM

4. **2024 Oath of Office - Veterans Service Officer** [2024-288](#)

Sponsors: Veterans Services

OATH OF OFFICE - VETERANS SERVICES OFFICER

The Oath of office will be administered to:

- Veterans Services Officer Christina Rost - by Judge Timothy Carey

ADMINISTRATIVE ITEMS

5. **Acceptance of Federal Congressionally Directed funding under the Highway Infrastructure Program for the Phase 2 Bruce Vento Regional Trail Project.** [2024-286](#)

Sponsors: Parks & Recreation

1. Ratify the federal Transportation and Housing and Urban Development application for funding for the Phase 2 Bruce Vento Regional Trail Project.
2. Accept an award of Federal funding for the Phase 2 Bruce Vento Regional Trail Project in the amount of \$1,300,000, as designated and awarded under the Consolidated Appropriations Act of 2022 within Division L, Title I, Highway Infrastructure Program, and as administered by the Minnesota Department of Transportation.
3. Authorize the Chair and Chief Clerk to execute an agreement with the Minnesota Department of Transportation for Federal Participation in Preliminary Engineering as a funding requirement for the Phase 2 Bruce Vento Regional Trail project for a period of five years or until all obligations set forth have been satisfactorily fulfilled, whichever occurs first.
4. Accept the amended Phase 2 Bruce Vento Regional Trail Project Budget to \$1,625,000 to account for federal funding.
5. Authorize the County Manager to enter into agreements and amendments to agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the project budget.

6. Sixth Amendment of Office and Warehouse Space Lease Agreement with State of Minnesota Explore Minnesota Tourism for Leased Space in the Metro Square Building [2024-225](#)

Sponsors: Property Management

1. Approve the Sixth Amendment to the Lease Agreement with State of Minnesota Explore Minnesota Tourism, 121 7th Place East, Suite 360, Saint Paul, MN 55101, for a reduction of 749 useable square feet of leased space in the Metro Square Building, 121 7th Place East, Saint Paul, MN 55101, for the period of July 11, 2024 through January 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

7. Third Amendment to Lease Agreement with Qwest Corporation dba CenturyLink QC for Leased Space in the Metro Square Building [2024-284](#)

Sponsors: Property Management

1. Approve the Third Amendment to the Lease Agreement with Qwest Corporation dba CenturyLink QC, 931 14th Street, Denver, CO 80202, for a five-year lease term extension of the 180 useable square feet of leased space in the Metro Square building, 121 7th Place East, Saint Paul, MN 55101, for the period of December 1, 2024 through November 30, 2029, in the amount of \$13,064.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

8. Project Budget and Financing Plan for Metro Square Building Systems and Waterproofing Construction Project [2024-231](#)

Sponsors: Property Management

1. Accept and approve the project budget and financing plan for the Metro Square Building Systems and Waterproofing Construction project in an amount up to \$19,000,000.
2. Authorize the County Manager to transfer up to \$5,000,000 from Property Management fund balance to the Metro Square Building Systems and Waterproofing Construction project budget for project activities.
3. Authorize the County Manager to transfer up to \$4,000,000 from bond interest and premiums to the Metro Square Building Systems and Waterproofing Construction

- project budget for project activities.
4. Authorize the County Manager to allocate and transfer up to \$10,000,000 from the 2025 Capital Improvement Program budget to the Metro Square Building Systems and Waterproofing Construction project budget for project activities.
 5. Authorize the County Manager to account for the Metro Square Building Systems and Waterproofing Construction project as a budgeted project in Property Management.
 6. Approve the attached resolution authorizing reimbursement of expenditures with the proceeds of bonds.

9. Amendment to the Joint Powers Agreement for the Central Certification Program [2024-178](#)

Sponsors: Finance

1. Approve the amendment to the Joint Powers Agreement for the Central Certification Program from the date of execution for one year with annual automatic renewals, unless a majority of the Central Certification Program members withdraw, or the program is dissolved.
2. Authorize the Chair and Chief Clerk to execute the amendment.

10. Special Election for Ramsey County Commissioner District 3 [2024-305](#)

Sponsors: Property Tax, Records & Election Services

1. Declare that a Special Election is needed to fill a vacancy in Ramsey County Commissioner District 3.
2. Approve the following Special Election schedule:
 - July 30, 2024 - First day to file affidavits of candidacy.
 - August 13, 2024 - Last day to file affidavits of candidacy.
 - August 15, 2024 - Last day to withdraw an affidavit of candidacy.
 - November 5, 2024 - Primary for Special Election (only needed if more than two candidates file for office).
 - November 13, 2024 - Canvass of results for the Special Election Primary, if needed.
 - February 11, 2025 - General Election Day for the Special Election.
 - February 14, 2025 - Canvass of results for the Special Election.

11. Amendment to the Joint Powers Agreement with the State of Minnesota Department of Corrections for Medical Examiner Services [2024-306](#)

Sponsors: Medical Examiner

1. Approve an amendment to the Joint Powers Agreement with the Minnesota Department of Corrections, 1450 Energy Park Drive, Saint Paul, MN 55108 for medical examiner services for the period upon execution through June 30, 2025.
2. Authorize the Chair and Chief Clerk to execute the amendment.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:30 a.m. (est.) Board Workshop: Solid Waste Management Plan - Courthouse Room 220 - Large Conference Room

Public access via Zoom:

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

1:30 p.m. Board Workshop: The Park at RiversEdge Update - Courthouse Room 220 - Large Conference Room

Public access via Zoom:

Webinar ID: 949 5333 8288 | Passcode: 935830 | Phone: 651-372-8299

Advance Notice:

July 16, 2024 No county board meeting – NACo Annual Conference (Tampa, FL)

July 23, 2024 County board meeting – Council Chambers

July 30, 2024 No county board meeting – 5th Tuesday

August 6, 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: 2024-244

Meeting Date: 7/9/2024

Sponsor: County Manager's Office

Title

Agenda of July 9, 2024 is Presented for Approval

Recommendation

Approve the agenda of July 9, 2024.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-245

Meeting Date: 7/9/2024

Sponsor: County Manager's Office

Title

Minutes from July 2, 2024 are Presented for Approval

Recommendation

Approve the July 2, 2024 Minutes.

Attachments

1. July 2, 2024 Minutes

Board of Commissioners Minutes

July 2, 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: Frethem, McGuire, Moran, Reinhardt, Xiong and Chair Martinson. Commissioner Ortega was absent. Also present was Johanna Berg, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner Reinhardt

1. Agenda of July 2, 2024 is Presented for Approval [2024-243](#)

Sponsors: County Manager's Office

Approve the agenda of July 2, 2024.

Motion by McGuire, seconded by Xiong. Motion passed.

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

Absent: Ortega

2. Minutes from June 25, 2024 are Presented for Approval [2024-242](#)

Sponsors: County Manager's Office

Approve the June 25, 2024 Minutes.

Motion by Xiong, seconded by McGuire. Motion passed.

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

Absent: Ortega

ADMINISTRATIVE ITEMS

3. Grant Agreement with the Metropolitan Council and Acceptance of Federal Funds for the Phase 1 Bruce Vento Regional Trail Project [2024-234](#)

Sponsors: Parks & Recreation

1. Accept the grant award and approve the grant agreement with the Metropolitan Council for Phase 1 Bruce Vento Regional Trail project upon execution in the amount of \$5,000,000.
2. Authorize the Chair and Chief Clerk to execute the grant agreement.

3. Authorize the Chair and Chief Clerk to execute a Land Declaration Waiver Certification form as a component of the Metropolitan Council State Bond Grant Agreement for the Phase 1 Bruce Vento Regional Trail project.
4. Ratify the submittal of the grant application to the Metropolitan Council Transportation Advisory Board Regional for Phase 1 Bruce Vento Trail Regional project.
5. Accept federal funds from Minnesota Department of Transportation for the Phase 1 Bruce Vento Regional Trail project in the amount of \$4,000,000.
6. Accept the amended budget project of 10,000,000 to account for both state and federal funding.
7. Authorize the County Manager to enter into agreements and amendments to agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by Reinhardt, seconded by Frethem. Motion passed.

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

Absent: Ortega

Resolution: B2024-119

4. Amendments to Administrative Code - Chapter 5, Acceptance of Gifts Policy [2024-235](#)

Sponsors: County Manager's Office

1. Approve the amendments to Administrative Code, Chapter 5.40.03, Acceptance of Gifts Policy.
2. Direct the Chief Clerk to amend the Administrative Code to reflect the approved amendments.
3. Rescind Resolution 85-549, to withdraw authority from the Trustees of the Ramsey County Public Library to accept gifts to the Library.
4. Rescind Resolution 88-554, to withdraw authority from the Parks and Recreation director to accept gifts of cash or personal property up to \$500 in value.

Motion by Reinhardt, seconded by Frethem. Motion passed.

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

Absent: Ortega

Resolution: B2024-120

POLICY ITEM

5. Acceptance of Resignation of Commissioner Trista Martinson [2024-300](#)

Sponsors: Board of Commissioners

Accept the resignation of Commissioner Trista Martinson from the duties as Ramsey County Commissioner for District 3 effective end of business day on August 1, 2024.

Discussion can be found on archived video.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Absent: Ortega

Resolution: B2024-121

ORDINANCE PROCEDURES

6. Proposed Emergency Management and Homeland Security Department Ordinance - Waive First Reading and Set Public Hearing Date [2024-287](#)

Sponsors: Emergency Management & Homeland Security

1. Waive the First Reading of the proposed Emergency Management and Homeland Security Ordinance.
2. Set the Public Hearing date of July 23, 2024, at 9 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of Ramsey County Courthouse, 15 West Kellogg Boulevard, Saint Paul, MN, to afford the public an opportunity to comment on the proposed Emergency Management and Homeland Security Ordinance

Motion by Reinhardt, seconded by McGuire. Motion passed.

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

Absent: Ortega

Resolution: B2024-122

PRESENTATION

7. Presentation: The Ramsey County Parks & Recreation 2023-2024 State of the Parks Report [2024-223](#)

Sponsors: Parks & Recreation

None. For information and discussion only.

Presented by Director, Mark McCabe - Parks and Recreation Department and Chair Greg Williams - Parks and Recreation Commission.

COUNTY CONNECTIONS

Presented by County Manager, Johanna Berg. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

OUTGOING DEPUTY COUNTY MANAGER REMARKS

Remarks by outgoing Deputy County Manager, Kathy Hedin. Discussion can be found on archived video.

ADJOURNMENT

Chair Martinson declared the meeting adjourned at 10:46 a.m.

CLOSED MEETING

Pursuant to Minnesota Statutes 13D.05 subdivision 3(b) in order to discuss Michael Torrey-White v Ramsey County, et al., the Ramsey County Board met in a closed meeting, which is not open to the public.

In Re Michael Torrey-White v Ramsey County, et al.

The Closed Meeting was called to order at 10:55 a.m. with the following members present:

Commissioners Frethem, McGuire, Moran, Reinhardt, Xiong and Chair Martinson. Also present:

Johanna Berg, County Manager; Jada Lewis, Director of Civil Division, Office of the Ramsey County Attorney; Marcelo Neblett, Assistant County Attorney, Office of the Ramsey County Attorney; Kevin Plaisance, Assistant County Attorney, Office of the Ramsey County Attorney; Alex Kotze, Chief

Finance Officer, Finance; David Metusalem, Chief Deputy Sheriff, Office of the Ramsey County Sheriff; Mandy Malecek, Enterprise Risk Manager, Compliance & Ethics Office; Jason Patten, Claims Analyst, Compliance & Ethics Office; Gloria Reyes, Deputy County Manager, Safety and Justice Service Team; and Mee Cheng, Chief Clerk - County Board, County Manager's Office. The Board of Ramsey County Commissioners authorized the Office of the Ramsey County staff to proceed as discussed in this closed meeting. The closed meeting was adjourned at 11:37 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-283

Meeting Date: 7/9/2024

Sponsor: Social Services

Title

Proclamation: Disability Pride Month

Attachments

1. Proclamation

Proclamation

WHEREAS, Disability Pride Month is celebrated in July to acknowledge that the Americans with Disabilities Act of 1990 was signed into law on July 26, 1990; and

WHEREAS, Nearly one in four people have a disability and people with disabilities are diverse and have intersectional identities; and

WHEREAS, People with disabilities should not be seen as existing “without” but rather as individuals who enriches the many diverse Ramsey County communities; and

WHEREAS, Ramsey County acknowledges the long history of discrimination against people with disabilities as well as the decades of activism and advocacy by the disability community; and

WHEREAS, Ramsey County recognizes that Disability Pride Month is a time for people with disabilities to unapologetically celebrate their bodies as they are; and

WHEREAS, Ramsey County residents who have a disability or residents who are allies, Disability Pride Month is full of much to celebrate; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares July 2024 as Disability Pride Month in Ramsey County.



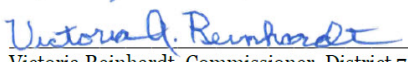
Trista Martinson, Board Chair, District 3



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: 2024-288

Meeting Date: 7/9/2024

Sponsor: Veterans Services

Title

2024 Oath of Office - Veterans Service Officer

Recommendation

OATH OF OFFICE - VETERANS SERVICES OFFICER

The Oath of office will be administered to:

- Veterans Services Officer Christina Rost - by Judge Timothy Carey

Information

None.

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2024-286

Meeting Date: 7/9/2024

Sponsor: Parks & Recreation

Title

Acceptance of Federal Congressionally Directed funding under the Highway Infrastructure Program for the Phase 2 Bruce Vento Regional Trail Project.

Recommendation

1. Ratify the federal Transportation and Housing and Urban Development application for funding for the Phase 2 Bruce Vento Regional Trail Project.
2. Accept an award of Federal funding for the Phase 2 Bruce Vento Regional Trail Project in the amount of \$1,300,000, as designated and awarded under the Consolidated Appropriations Act of 2022 within Division L, Title I, Highway Infrastructure Program, and as administered by the Minnesota Department of Transportation.
3. Authorize the Chair and Chief Clerk to execute an agreement with the Minnesota Department of Transportation for Federal Participation in Preliminary Engineering as a funding requirement for the Phase 2 Bruce Vento Regional Trail project for a period of five years or until all obligations set forth have been satisfactorily fulfilled, whichever occurs first.
4. Accept the amended Phase 2 Bruce Vento Regional Trail Project Budget to \$1,625,000 to account for federal funding.
5. Authorize the County Manager to enter into agreements and amendments to agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the project budget.

Background and Rationale

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

During 2021-2022, the Parks & Recreation department launched a project for the Phase 2 Bruce Vento Regional Trail section to develop a Preliminary Design Report to further explore the preferred regional trail route identified within the Bruce Vento Long Range Plan. The goal for this project was to identify corridor site impacts for the preferred trail alignment, easement and acquisition needs, develop design scenario's, preliminary design to a 20% level, conceptual cost estimation for potential trail improvements and engage the community through multiple engagement sessions.

In efforts to continue design for the Phase 2 Bruce Vento Regional Trail Project, Ramsey County submitted a Transportation and Housing and Urban Development (THUD) application in 2021 for Federal Highway Infrastructure funds to complete preliminary and final design for the Phase 2 section and was awarded federal funds in the amount \$1,300,000 to full fill 80% of the estimated project budget. Federal funding awarded for the Phase 2 Bruce Vento Project is considered earmark funding designated under the Consolidated

Appropriations Act of 2022 within Division L, Title I, Highway Infrastructure Program. Federal funds flow through the Minnesota Department of Transportation (MnDOT) State Aid for funded projects. As a condition of receiving federal earmark funds, the Minnesota Department of Transportation requires a Federal Participation in Preliminary Engineering Agreement to be executed by Ramsey County. Another condition of federal funds requires Ramsey County to provide a local match in the amount of \$325,000 to full fill the remaining 20% of the estimated project budget.

In February 2024, Ramsey County approved a Parks and Trails Amendment grant in the amount of \$325,000 to satisfy federal local funding match requirements for a total estimated project budget of \$1,625,000. This project will provide several benefits to Ramsey County residents and aligns with county strategic priorities for Residents First, Climate Mitigation and Resiliency, Intergenerational Prosperity, and Racial and Economic Inclusion.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

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

In addition, development of the Phase 1 and Phase 2 sections of the Bruce Vento Regional Trail will have a regional context for connecting with disadvantaged populations with Ramsey County and beyond. Significant access barriers will be eliminated from industrial areas and major vehicular transportation routes, providing a new multi-modal trail. The trail will provide connections to other regional and local trails such as the Highway 96 Regional Trail, Lakes Links Regional Trail, Gateway Regional Trail, planned South Shore Trail, and future connection to the proposed Hardwood Creek Regional Trail extension in Washington County at County Road J.

Once the Phase 1 and Phase 2 sections are constructed, the trail will connect populations south of the trail project for the southern Saint Paul segment of the existing Bruce Vento Trail which extends through highly urban and concentrated areas of poverty making it a regionally important connection that will directly benefit diverse populations more distant than those directly adjacent to the corridor area.

Community Participation Level and Impact

Although no community engagement was conducted for the preparation and submission of the THUD application, engagement was completed through a multi-year effort for the Phase 1 and Phase 2 sections of the Bruce Vento Regional Trail by the Parks department spanning over multiple projects. Public engagement activities were completed at different intervals dependent on project location throughout the regional trail corridor. Comprehensive planning engagement completed by the Parks department primarily focus on areas north of Buerkle Road.

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

- Phase 2 Preliminary Development Report - Multiple public engagement sessions were conducted with the community for development of the Preliminary Development Report. In total there were two virtual

meetings, one online project video, one pop-up meeting, two public open houses, and two online surveys between July 2021 - April 2022. Engagement connections with the community resulted in approximately 315+ people, 325+ online survey responses, and 330+ online map comments.

- Long-Range Plan engagement (Phase 1 and Phase 2 sections) - Three public engagement meetings were conducted with the community, two in 2018, and one meeting in 2019 totaling approximately 185 people, 200 plus comments, approximately 50 surveys, over 3000 flyers/direct mailings, and multiple website/social media postings. Additionally, there was a 30-day public review of the master plan in September 2020.

Engagement activities and notifications were completed through various methods consisting of website updates, public open houses, pop-up events, direct mailings, direct meetings with homeowners and business, flyers and social media.

☒ Inform ☒ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The overall budget for the Phase 2 design project is estimated at \$1,625,000. The budget is comprised of \$1,300,000 in federal funding administered by MnDOT federal aid which, comprises of 80% of the project budget. Ramsey County is providing a local match of 20% in the amount of \$325,000 through Parks and Trails Legacy Amendment funding. The \$1,300,000 award is new revenue not accounted for in the Parks and Recreation 2024 - 2025 operating budget. Ramsey County is responsible for ongoing maintenance costs for new development after the projects are completed.

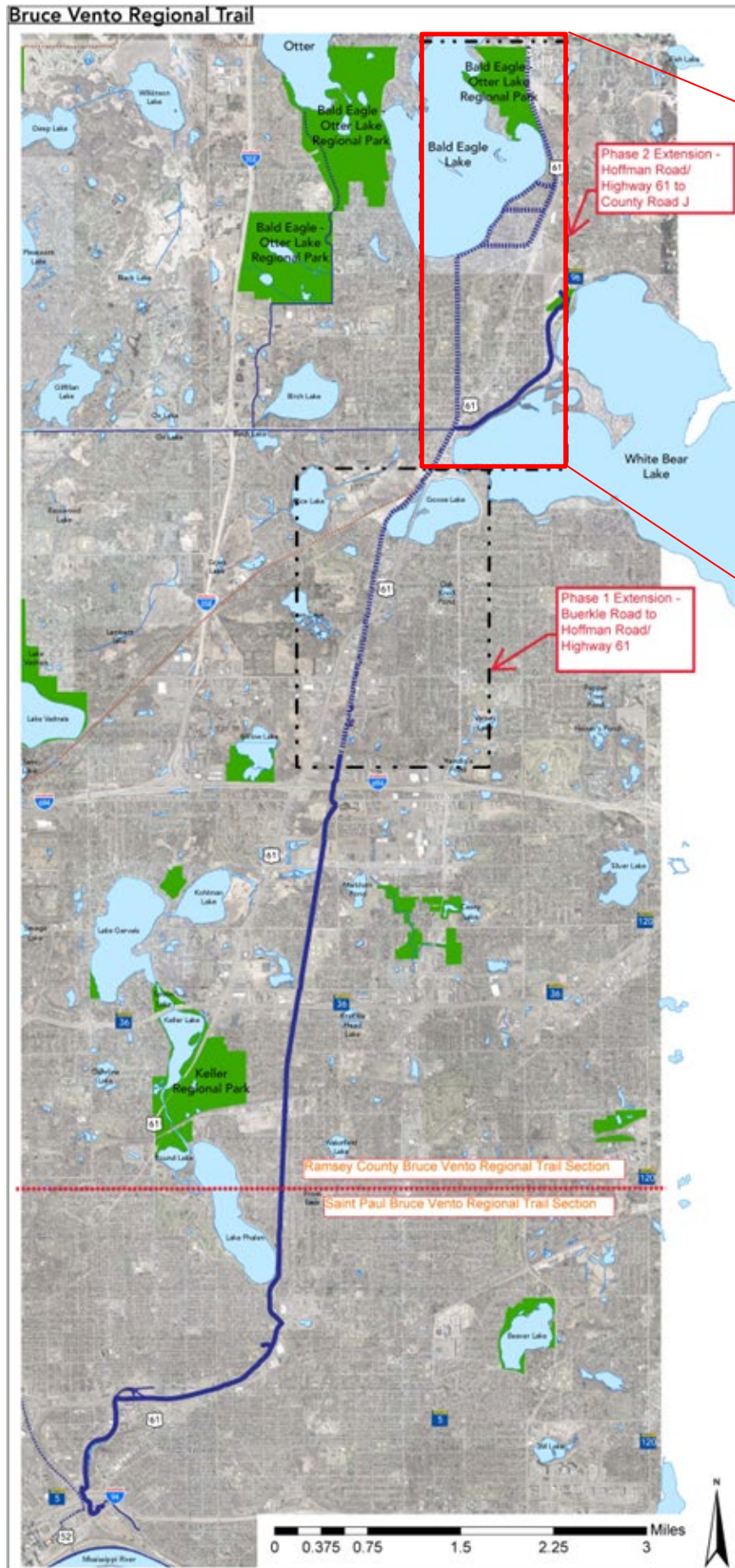
Last Previous Action

On February 6, 2024, the Ramsey County Board of Commissioners approved a local match in the amount of \$325,000 for the Phase 2 Bruce Vento Regional Trail project (Resolution B2024-023).

Attachments

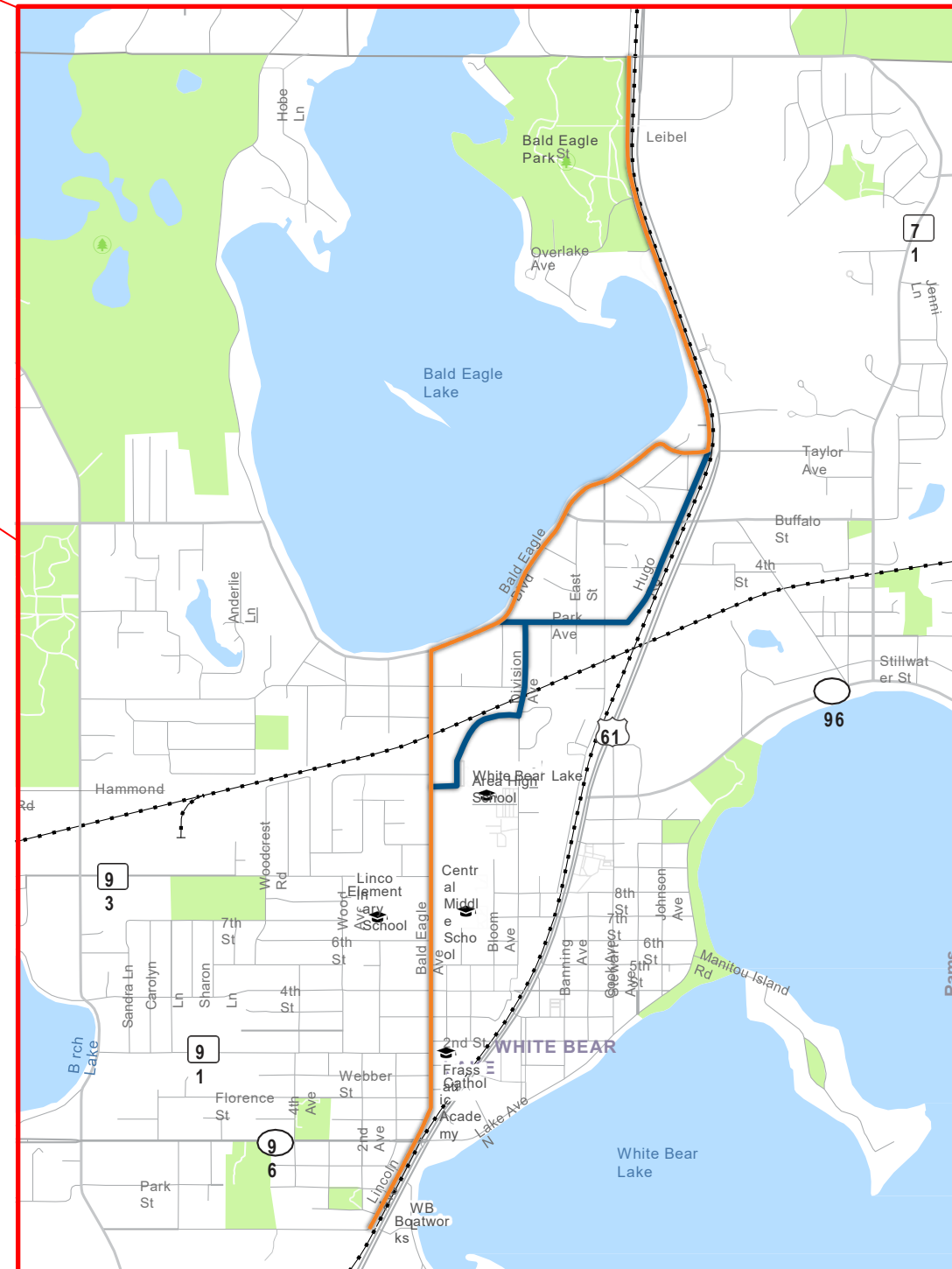
1. Phase 2 Bruce Vento Regional Trail Context Map
2. Federal Participation in Preliminary Engineering Agreement with MnDOT
3. Transportation and Housing and Urban Development application
4. Transportation and Housing and Urban Development notice of award

Bruce Vento Context Map



Phase 2: 3.7-miles

- Hoffman Road/Highway 61 to County Road J*



Phase 2: Detail

 Preferred trail alignment

Alternate alignments*

** Buffalo Street, Park Avenue, and Stillwater Street were not originally evaluated but could also serve as alternate corridors to Hugo Road.*

Exhibit B



STATE OF MINNESOTA
AGENCY AGREEMENT
 for
FEDERAL PARTICIPATION IN PRELIMINARY ENGINEERING

State Project Number: 062-090-004

FAIN: CDS 6223(251)

This agreement is entered into by and between Ramsey County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds, hereinafter referred to as the "Project"; and
2. The Local Government is proposing a federal aid project for preliminary engineering of an extension to the Bruce Vento Trail, hereinafter referred to as "Preliminary Engineering;" and
3. The Preliminary Engineering is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 062-090-004 and in Federal Highway Administration ("FHWA") records as Minnesota Project CDS 6223(251); and
4. The CFDA number for this project is 20.205; and
5. These funds are not for research and development; and
6. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government's Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Preliminary Engineering.

2.2. Staffing.

- 2.2.1. The Local Government will designate a publicly employed registered engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work performed under any contract let for the Project. If Local Government elects to use a private consultant for engineering

services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project. The services of the Local Government to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project, the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.

2.2.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

3. Pre-Award and Award. The Local Government will follow the applicable Procurement Method

3.1. Competitive negotiation (qualifications-based selection). Local Government shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract, as specified in 23 U.S.C. 112(b)(2)(A).

3.1.1. The Local Government will prepare request for proposals in accordance with Minnesota law and applicable Federal laws and regulations.

3.1.2. The Local Government will solicit proposals for Preliminary Engineering after obtaining written notification from MnDOT that the FHWA has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.

3.1.3. The Local Government will prepare and publish the request for proposals and any addendums for the Project as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the Local Government will receive the sealed proposals.

3.1.4. The Local Government may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.

3.1.5. The Local Government will receive, open, and evaluate proposals in accordance with the requirements of the Brooks Act. After the selecting the highest ranked firm, the Local Government will prepare an independent agency estimate of the Preliminary Engineering and enter into negotiations for a contract that is fair and reasonable to the Federal Government. The negotiation with the highest ranked firm will establish elements of contract costs, accepting indirect cost rate(s) for application to contracts, and assuring consultant compliance with the Federal cost principles in accordance with § 172.11. Subconsultant agreements must contain all required contract provisions, assurances, and certifications in accordance with § 172.9.

3.1.6. If the Local Government is unable to negotiate a satisfactory contract with the highest ranked firm, the Local Government must undertake negotiations with the next highest ranked firm, continuing the process until a contract agreement for fair and reasonable compensation is reached. Section 172.7(a)(1)(iv)(E)

- 3.1.7. The Local Government will verify suspension and debarment actions and eligibility of consultants, as specified in 2 CFR part 1200 and 2 CFR part 180; The Local Government will then evaluate interests, qualifications, or proposals and the ranking/selection of each eligible consultant.
- 3.1.8. If the proposal contains a goal for Disadvantaged Business Enterprises, the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 3.1.9. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 3.1.10. The Local Government entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.
- 3.1.11. Local Government may not execute a contract in excess of \$50,000 with a third-party consultant or subcontractor, as determined by MnDOT, unless MnDOT has conducted a pre-award audit on the third-party consultant or subcontractor. Local Government may incorporate any recommendations resulting from MnDOT's pre-award audit into Local Government's contract with the third-party consultant or subcontractor. Costs for these services must be reasonable in relation to the services rendered. At any time during the Agreement or during the final audit, MnDOT may audit and adjust the costs charged for such services in accordance with 2 CFR 200.459. If Local Government has questions or is concerned that the costs charged for such services may not be reasonable, Local Government should contact MnDOT's authorized representative for guidance.
- 3.2. Small Purchases. Local Government may use the small purchase procedures that reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as defined in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds.
 - 3.2.1. The Local Government will prepare the scope of work, project phases, and contract requirements and shall not break these down into smaller components merely to permit the use of small purchase procedures.
 - 3.2.2. The Local Government will provide a minimum of two consultants to satisfy the adequate number of qualified sources reviewed. In instances where only two qualified consultants respond to the solicitation, the Local Government may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Alternatively, a Local Government may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re compete under a new solicitation as specified in § 172.7(a)(3)(iii)(C).
 - 3.2.3. The Local Government will negotiate contract costs in accordance with small purchase procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.
 - 3.2.4. The Local Government will verify the full amount of any contract modification or amendment will not cause the total contract amount to exceed the established simplified acquisition threshold is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.
- 3.3. Non Competitive. The following requirements shall apply to the noncompetitive procurement method:
 - 3.3.1. The Local Government may use its own noncompetitive procedures that reflect applicable State and local laws and regulations and conform to applicable Federal requirements.

3.3.2. The Local Government shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from FHWA before using this form of contracting.

3.3.3. The Local Government may award a contract by noncompetitive procedures under the following limited circumstances:

- (a) The service is available only from a single source;
- (b) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or
- (c) After solicitation of a number of sources, competition is determined to be inadequate.
- (d) Contract costs may be negotiated in accordance with Local Government noncompetitive procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

3.4. Contract Administration. The Local Government will monitor the consultant's work and compliance with the terms, conditions, and specifications of the contract.

3.4.1. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.

3.4.2. The Local Government will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the Local Government. The Local Government will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.

3.4.3. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

3.4.4. The Local Government will determine the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;

3.4.5. The Local Government will assess administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and

3.4.6. The Local Government will resolve disputes in the procurement, management, and administration of engineering and design related consultant services.

3.4.7. The Local Government will prepare a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services.

3.4.8. The Local Government will close out the contract once the evaluation is completed.

3.4.9. The Local Government must comply with all applicable Federal, State, and local laws, ordinances, and regulations.

4. MnDOT's Duties

4.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

4.2. **Project Activities.**

4.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.

4.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the proposal solicitation and will provide the required Federal-aid provisions to be included in the

Proposal.

4.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation cannot be obtained, then the Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

4.3. Authority. MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.

4.4. Inspection. MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.

5. Time

5.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

5.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

6. Payment

6.1. The estimated cost of the Preliminary Engineering is \$1,625,000.

6.1.1. It is anticipated that 80% (up to \$ 1,300,000) of the cost of the Preliminary Engineering is to be paid from federal funds made available by the FHWA, and that the remaining 20% shall be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.

6.1.2. Costs incurred as of the federal authorization date will be eligible, if approved, for federal participation. Any costs incurred by the Local Government prior to the federal authorization date will not be eligible for federal participation.

6.1.3. Eligible cost and expense, if approved, may consist of the following:

- a. The cost of completing final plans, specifications, and estimates for the project to be let for competitive bids, costs of completing environmental documents, cost and expenses of acquiring necessary permits, and any other engineering analysis needed.
- b. The direct labor charges for Local Government employees for the time that said employees are performing work pursuant to this agreement must be documented in a Public Interest Finding and approved by the FHWA. Said labor charges may include the prorata share of "labor additives" applicable to said labor charges. Costs to the Local Government of "labor additives" consisting of holiday pay, vacation, sick leave, retirement, pension, unemployment taxes, compensation and liability insurance, lost time charges and similar costs incidental to labor employment will be reimbursed only when supported by adequate records.
- c. The applicable equipment rental charges for Local Government owned equipment used by the Local Government and mileage charges for employee owned vehicles used by the Local Government on work performed pursuant to this agreement, at rates reflective of the Local Government actual cost.

- d. Expenditures for materials, supplies, mechanical data processing and equipment rental, limited to the actual expenditures for the purposes of this agreement.
 - e. The cost incurred by the Local Government to employ outside forces to perform any or all of the work pursuant to this agreement, subject to the provisions of section I.D. SUBLETTING.
- 6.1.4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the Local Government are not eligible for federal participation.
- 6.1.5. Acceptability of costs under this agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by reference and made a part of this agreement.
- 6.1.6. For costs expected to exceed \$1,625,000, the Local Government must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.
- 6.2. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will review and sign each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the Local Government, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
 - 6.2.1. The Local Government may request partial payments not more than once each thirty (30) days. The Project Engineer will certify each partial payment.
 - 6.2.2. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
 - (a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.
 - (b) The labor additive shall be applied to total labor dollars.
 - (c) The equipment charges shall be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
 - (d) A detailed breakdown of outside services used and supporting invoices and documentation that costs of outside services have been paid.
 - (e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice should be included.
 - (f) The invoices will include 100% of eligible charges applicable to the Preliminary Engineering so that the prorata share of federal and Local Government participation can be applied to the total costs.
 - 6.2.3. Reimbursement of costs under this agreement will be based on actual costs.
- 6.3. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.

- 6.4. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the consultant in accordance with the terms of the construction contract for the Project(s).
- 6.4.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate. No more than 90% of the reimbursement due under this agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
- 6.4.2. Upon completion of the Project, the Local Government will prepare a final payment request in accordance with the terms of this agreement. The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the consultant in accordance with the terms of the construction contract for the Project(s).
- 6.4.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records. MnDOT will review and certify the final payment request with a final audit.
- 6.4.4. No more than 90% of the reimbursement due under this agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
- 6.4.5. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
- 6.4.6. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, If or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 6.5. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this agreement must comply with 2 CFR 200.306.
- 6.6. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the Local Government's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 6.7. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award twenty four months prior to the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

7. Conditions of Payment.

- 7.1. All services provided by Local Government under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

8. Authorized Representatives

- 8.1. MnDOT's Authorized Representative is:

Name: Rachel Broughton, or her successor.

Title: State Aid, Special Projects

Phone: 612-427-3907

Email: Rachel.broughton@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

- 8.2. The Local Government's Authorized Representative is:

Name: Scott Yonke, or his successor.

Title: Director of Operations

Phone: 651-266-0370

Email: scott.yonke@co.ramsey.mn.us

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

9. Assignment Amendments, Waiver, and Agreement Complete

- 9.1. **Assignment.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- 9.2. **Amendments.** Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- 9.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 9.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 9.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 9.6. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

10. Liability and Claims

- 10.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent

authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

10.2. Claims. The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

11. Audits

11.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

11.2. The Local Government will comply with the Single Audit Act of 1984(with amendment in 1996) and Office of Management and Budget (OMB)'s 2 CFR 200 Subpart F, including amendments and successors thereto, which are incorporated herein by reference.

11.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.

11.4. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

12. Government Data Practices. The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

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

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

15. Termination; Suspension

15.1. Termination by MnDOT. MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to

payment, determined on a pro rata basis, for services satisfactorily performed.

15.2. Termination for Cause. MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.3. Termination for Insufficient Funding. MnDOT may immediately terminate this agreement if:

15.3.1. MnDOT does not obtain funding from the Minnesota Legislature; or

15.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

15.4. Suspension. MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. Data Disclosure. Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

17. Fund Use Prohibited. The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

18. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that 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 will contain provisions by which 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, will, 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, will, 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 of Minnesota, or any county, city, town, township, school, school district or any other person authorized to 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 Agreement.

- 19. Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.

- 19.1.1. **Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 19.1.2. **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 19.1.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 19.1.4. **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 19.1.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must

include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 19.1.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 19.1.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 19.1.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 19.1.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 19.1.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 19.1.11. **Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component

of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

19.2. Drug-Free Workplace. In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

19.3. Nondiscrimination.

19.3.1. The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) can be found at https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035 and are incorporated in the agreement.

19.3.2. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

19.4. Federal Funding Accountability and Transparency Act (FFATA).

19.4.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 19.4.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 19.4.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 19.4.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- 19.4.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

RAMSEY COUNTY

Ramsey County certifies that the appropriate person(s) have executed the contract on behalf of Ramsey County as required by applicable articles, bylaws, resolutions or ordinances

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

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

APPROVED AS TO FORM:

By: _____
Title: Assistant County Attorney
Date: _____

By: _____
Title: _____
Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
Title: State Aid Engineer
Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
Date: _____

THUD Community Project Information – Bruce Vento Regional Trail

Project Name:

Bruce Vento Regional Trail extension from Buerkle Road to County Road J in Gem Lake, White Bear Lake, White Bear Township, Vadnais Heights, and Ramsey County, Minnesota in Minnesota's 4th Congressional District.

This project request will provide final design and construction documents for the last two undeveloped segments of the Bruce Vento Regional Trail for a multi-modal bituminous trail, at-grade and separated trail crossings, concrete, retaining walls, landscaping, restoration, signage, and amenities.

- Bruce Vento Regional Trail Extension Segment 1: 2.7-mile segment from Buerkle Road to the intersection of Hoffman Road/Highway 61.
- Bruce Vento Regional Trail Extension Segment 2: 3.3-mile segment from Whitaker Street to County Road J.

General description of the project and why it is needed:

This project request will provide final design and construction plans for a six-mile alternate regional trail alignment that is mainly outside of rail property on public land and will complete the last two undeveloped segments of the Bruce Vento Regional Trail from Buerkle Road to County Road J in the cities/township of Gem Lake, White Bear Lake, White Bear Township, Vadnais Heights in Ramsey County, Minnesota.

Completing final design and construction documents will allow these last two segments to be shovel ready projects for implementation. This will complete a major gap in the Regional Bike Transportation Network and United States Bike Route 41 (USBR 41), provide critical connections to a proposed arterial bus rapid transit (BRT), and provide a multi-modal trail that does not exist today for pedestrian and bicycles in northern communities within Ramsey County.

What are the benefits of this project and why is it a priority?

Project improvements will provide significant multimodal access for residents within northern Ramsey County and the State of Minnesota with completion of a six-mile major gap in the Regional Bike Transportation Network and United States Bike Route 41 trail.

Significant barriers will be eliminated from heavy industrial/office land use and major vehicular transportation routes, provide a multi-modal trail that does not exist today, and critical connections to a proposed arterial bus rapid transit (BRT).

Direct benefit of project activities will connect two Above Average Population Areas of People of Color and Poverty, and substantial concentrations of youth, elderly, and residents with disabilities for increased access to multi-modal transportation facilities, schools, places of work, shopping, and local/regional park and trail facilities.

The trail will provide connections to other regional and local trails such as the Highway 96 Regional Trail, Lakes Links Regional Trail, Gateway Regional Trail, planned South Shore Trail, and future connection to the proposed Hardwood Creek Regional Trail extension in Washington County at County Road J.

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

Amount requested for the community project:

The amount requested for completion of final design and construction documents is \$1,300,000.

Total project cost.

The total cost to complete final design/construction plans for the remaining segments of Bruce Vento Regional Trail is \$1,300,000 and will allow these last two segments to be shovel ready projects for implementation. Total funding costs for implementation have not yet been determined and will be implemented under a future request or other funding sources.

- Completion of Final Design and Construction Documents: \$1,300,000.

Cost for construction activities are not included in this request and may be requested in future federal funding opportunities. Anticipated cost for construction is estimated at \$15,260,000 - \$16,200,000.

- Segment 1 Estimated Construction and Construction Engineering Cost: \$7,060,000
- Segment 2 Estimated Construction and Construction Engineering Cost: \$8,200,000 – \$9,200,000

Can the project obligate all appropriated funds within 12 months after enactment? If not, what would be the expected date of obligation?

Yes, the project can obligate appropriated funds within 12 months after enactment.

Estimated start and completion dates.

Project activities anticipated to be completed in FY 2022.

Has the request been submitted to another Subcommittee or Committee this fiscal year? If yes, which one(s)?

No

Does the project have other public (federal, state, local) and/or private funds committed to meet match or cost-share requirements for costs related to construction, operations, and maintenance? If so, what is the source and amount of those funds?

Other sources of funds that may fulfill total project cost-share matches may be obtained from Metropolitan Council TAB Regional Solicitation, County Capital Improvement Funds, State of Minnesota Parks and Trail Legacy Amendment funds.

This project does have other public funds committed to schematic, preliminary and portions of final design for segments 1 and 2.

- Segment 1: This segment of trail has final design completed at approximately 80% and has been funded with State of Minnesota Parks and Trail Legacy Amendment Funds in the amount of \$562,000.

- Segment 2: This segment of trail will have schematic and 20% preliminary plans completed in December 2021 and is currently being funded with State of Minnesota Parks and Trail Legacy Amendment Funds in the amount of \$200,000.

Does the project require an environmental review? If so, what is the status and/or outcome of the environmental review and NEPA category of action (if applicable)?

This project would complete a project memorandum and would fall under Categorical Exclusion category.

Type of project eligible under 23 USC 133(b):

Bike/Pedestrian

Where is the project in the construction process?

Final Design, Right of Way

- Segment 1: Final Design and Right of Way is at 80% completion
- Segment 2: Schematic and 20% preliminary plans will be completed in December 2021.

Was the project on a State, tribal or territorial Transportation Improvement Plan (STIP) or a metropolitan transportation improvement plan (MTIP) as of 12/31/2020? If yes, please provide a link to the plan.

No

Please provide the STIP or TIP ID Number and specify which plan (ex. North Carolina STIP, New York Metropolitan Transportation Council TIP) the ID number comes from.

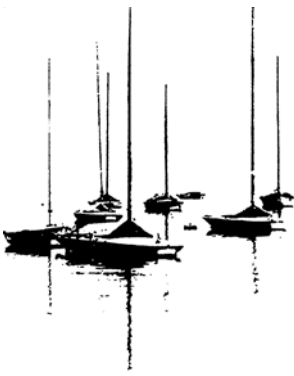
N/A

Please provide a history of federal funding for the project, if any. Include both formula funds and any discretionary grants.

N/A

If the request does not fully fund the project, describe where the remaining funding comes from to complete the project.

This request will fund final design and construction documents for segments 1 and 2 of the Bruce Vento Regional Trail extension from Buerkle Road to County Road J.



City of White Bear Lake

4701 Highway 61 • White Bear Lake, Minnesota 55110

Phone (651) 429-8526 • Fax (651) 429-8500

www.whitebearlake.org

April 1, 2021

Office of Betty McCullom (MN-04)
Congresswoman Betty McCullom
661 LaSalle Street, #10
Saint Paul, MN 55114

RE: Community Project Funding Request – Bruce Vento Trail

Dear Congresswoman McCullom:


This letter is to share our support for Ramsey County Parks and Recreation's community project funding request of \$1.3 million for design / constructions engineering work for the Bruce Vento Regional Trail extending from Buerkle Road to the intersection of Hoffmann Road/ US Highway 61 in the City of White Bear Lake.

The 13-mile planned regional trail corridor extends from the east side of downtown St. Paul to the north County line in White Bear Township spanning through the cities of Saint Paul, Maplewood, Vadnais Heights, Gem Lake, White Bear Lake and White Bear Township. The Ramsey County portion of the regional trail between Larpentuer Avenue to County Road J has approximately 6 miles of undeveloped trail north of Buerkle Road. This undeveloped section is a critical trail gap for the northern communities of Ramsey County.

This project is the first of two steps to eliminate half of the six-mile trail gap in the regional and national trail system. This project will set the stage for future connections north of Highway 96 to County Road J, provide connections to the Highway 96 Regional Trail, Lakes Line Regional Trail, South Shore Trail, and will provide a future connection to the Hardwood Creek Trail at County Road J. This project will also complete a major gap in the National US Bike Route 41 (USBR 41) for connections north of Ramsey County to the Canadian border, since the Bruce Vento Regional Trail is the designated USBR 41 route through Ramsey County. Another important aspect for this project is providing critical pedestrian connections and removing significant barriers to the proposed Rush Line Bus Rapid Transit (BRT) between Buerkle Road and Highway 96. The Bruce Vento Trail will provide pedestrian access to these station stops

The trail improvement project is extremely important to the County and Regional system and helps create a connected bicycle and pedestrian transportation system throughout Ramsey County.

Sincerely,


Jo Emerson
Mayor



**WHITE BEAR
TOWNSHIP**

1858
RAMSEY COUNTY
MINNESOTA

1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

651-747-2750
FAX 651-426-2258
Email: wbt@whitebeartownship.org

Board of Supervisors
ED M. PRUDHON, Chair
STEVEN A. RUZEK
SCOTT E. MCCUNE

STATEMENT CONFIRMING SUPPORT OF THE MASTER PLANNING OF THE BRUCE VENTO REGIONAL TRAIL

WHEREAS, Ramsey County and the City of Saint Paul established a joint master plan for the Bruce Vento Regional Trail in 1989,

AND WHEREAS, Ramsey County has submitted a master plan update, attached as Exhibit A, to update the Bruce Vento Regional Trail master plan section between Larpenteur Avenue and County Road J,

AND WHEREAS, the 2020 master plan update incorporates several changes to the regional trail corridor between Larpenteur Avenue and County Road J to address boundary expansion and acquisition, trail alignment changes, long-term site and infrastructure improvements, recreation improvements, and additional recreational opportunities throughout the Ramsey County section of the Bruce Vento Regional Trail corridor,

AND WHEREAS, White Bear Township Board has reviewed the plan and supports master planning for the Bruce Vento Regional Trail corridor between Larpenteur Avenue and County Road J,

BE IT RESOLVED by the Town Board of the Town of White Bear, Minnesota that White Bear Township supports the Bruce Vento Regional Trail Master Planning.

Dated: April 1, 2021.

PATRICK CHRISTOPHERSON, Town Clerk-Treasurer



March 26, 2021

Office of Congresswoman Betty McCollum (MN-04)
Congresswoman Betty McCollum
2256 Rayburn House Office Building
Washington, DC 2051

RE: Bruce Vento Regional Trail extension

Dear Representative McCollum:

This letter is to share the City of Vadnais Heights' support Ramsey County Parks and Recreation's plan to extend the Bruce Vento Regional Trail along our border with White Bear Lake. We encourage strong consideration be made for this project for the Community Project request.

The Bruce Vento Regional Trail has been a highly popular multiuse trail corridor for Ramsey County residents for years since development of the Trail Master Plan in 1993. The trail corridor is 13 miles in length, and extends from the east side of downtown St. Paul to the north County line in White Bear Township. The final segment of the southern seven miles of regional trail was completed in 2005 on former Burlington Northern Santa Fe (BNSF) railway ending at Buerkle Road at our border with White Bear Lake. The north six miles of trail has remained undeveloped for years, and is a critical trail gap for the northern communities of Ramsey County.

A major planning effort was initiated in 2014 to find an alternative trail alignment in hopes of finishing the six mile trail gap. As a result of this planning effort, a three-mile extension of the Bruce Vento Regional Trail has been planned from Buerkle Road to Highway 96. This is a major step to provide increased opportunities for bicycle and pedestrian travel within the communities of White Bear Lake, Maplewood, Vadnais Heights, Gem Lake and White Bear Township. In addition, this project will provide a connection to the Highway 96 Regional Trail, Lake Avenue Trail and South Shore Trail. This will allow our residents to more readily access other regional trails too, such as the Gateway Trail.

This trail will provide a critical segment in a complex regional trail system linking Vadnais Heights, Maplewood, White Bear Lake, Gem Lake and White Bear Township. This project is extremely vital to the regional system of bicycling and pedestrian opportunities. We are contacted weekly by pedestrians and bicyclists seeking more trails, so we hope this project moves forward. Please let me know if we may provide additional support for this project.

Cordially yours,

CITY OF VADNAIS HEIGHTS

Kevin Watson
City Administrator



26 March, 2021

Office of Congresswoman Betty McCollum (MN-04)
Congresswoman Betty McCollum
2256 Rayburn House Office Building
Washington DC 20515

RE: Letter of Support for Community Project Request, Bruce Vento Regional Trail

Congresswoman McCollum,

We are the co-chairs of the [Lake Links Association](#), a White Bear Lake area non-profit organized to drive completion of the regional vision outlined in the [2001 Lake Links Trail Network Master Plan](#). We're sure you recognize the document as you, along with Senator Chuck Wiger and fellow Representative Harry Mares, were the Legislative Sponsors to the project. Thank you for your work then, and your work now 21 years later, to help us complete the Bruce Vento Trail, as you will read, a vital part of this regional vision. We've included a copy of the 2001 overall system map at the end of this letter for your reference.

Lake Links Association organized as a Minnesota Non-Profit in 2017. Since our inception, our focus has been to rally units of government and work through our area legislators to raise, as best we could, the outstanding funding needed to complete the 10-mile walking and biking trail around White Bear.

Since 2017 we have worked very closely with our area legislators, particularly Senator Wiger. Our bi-partisan partnership with legislators and area public agencies at all levels has resulted in close to \$8 million being assigned by the Legislature to Ramsey County and the Cities of Dellwood, White Bear Lake, Mahtomedi and White Bear Township. Because of this generous funding, we fully expect these units of government to have the entire trail-around-the-lake in place by the time the snow flies in 2023.

When viewing the system map, the trail-around-the-lake is the noticeably the focal point of the regional vision, but the Bruce Vento Trail is arguably more important. It begins in Lowertown off the downtown of St. Paul in the Bruce Vento Sanctuary and winds north along abandoned rail land through Swede Hollow, through the Phalen neighborhood and toward White Bear Lake. But the railroad only abandoned the tracks till just north of Highway 694 in Vadnais Heights. On the south side of #694, heading north, there is a pedestrian bridge allowing people on bikes and those walking to safely cross over #694. Once on the north side of the highway, a small spur of trail drifts down a few hundred yards and abruptly ends at Buerkle Road isolating users.

Though the Bruce Vento Trail is a such a critical part of the overall 2001 regional vision, it has not advanced from its dead-end at Buerkle Road since 2005. Almost perennially, regional grant initiatives choose projects in higher density, more urban locations over the aging Bruce Vento Trail.

Here is why The Bruce Vento Trail is so critical to the overall network success within Ramsey County, but also to the movement of bicyclists and pedestrians in local communities, across the area and into Greater Minnesota.

-It is the only north-south regional trail in the Ramsey County bike ped plan network. When the current phase from Buerkle to Hoffman/#61 is complete it will connect those living in and around the City of Saint Paul with the outer tier northern communities such as White Bear Lake. Once in White Bear Lake, Vento users could pick up the around-the-lake trail and ride to the east side of the lake to pick up Highway 12, the main street to Mahtomedi and Willernie's downtown. Washington County is transforming Highway 12 into a very safe section for bike and ped use. This highway's bike facilities will be the safest and most direct connection to the DNR's Gateway Trail. A quick ride to the north on the Gateway would bring Vento users to a scenic spur called the Brown's Creek Trail which heads straight east and down into Stillwater's downtown. Brown's Creek was also one of the critical trail connections identified in the 2001 plan. Riding into Stillwater, touring, transportation or recreation bicyclists can now connect to the Loop Trail by riding over the re-purposed Lift Bridge into Wisconsin. Without a completed Vento to Hoffman/#61 segment this extended string of connections, and a host of local destinations by bike, ceases to happen for most, particularly kids, families and riders lacking the confidence and skill-set to mingle with traffic on County and State highways, which is all we have at the moment.

-When completed, coming out of White Bear Lake, the Bruce Vento Trail will connect to the [Hardwood Creek Trail](#) just over the border in Washington County. From here it connects to the [Sunrise Prairie Trail](#) in Wyoming which continues to North Branch. These interconnections are what makes a network, a network. Dovetailing them achieves the ROI envisioned in the planning of the original regional vision.

-MnDOT's creation of [USBR 41](#), part of a 15,000+ mile national bicycle routing system, is a blending of separated trails, quiet streets and highway shoulders connecting St. Paul with Grand Portage on the Canadian Border. The Bruce Vento trail is an integral segment in that overall routing within and leaving the metro. Without it today, touring bicyclists on USBR 41 are being directed on-line by MnDOT to take a circuitous re-route through multiple communities without the assistance of route signage along the way. Riders are being directed to cross multiple county and state highways, many without proper crossing facilities. A completed Vento would simplify the route and make it considerably safer.

-The economic impact of the Bruce Vento Trail for the Greater White Bear Area can be significant. The sale of traditional bicycles coupled with the massive double-digit increase in the sale of e-bikes, bicycles with a small, efficient electric motor, [continues to exceed available supplies](#) as the use of bicycles for transportation is at record highs in the United States. The Bruce Vento Trail provides connectivity within and between the local communities and beyond. The around-the-lake trail has a similar effect, though in a much more condensed area than the Bruce Vento Trail.

-Met Council has put in place the [RBTN \(Regional Bicycle Transportation Network\)](#). It is essentially a guideline for cities when writing their Comprehensive Plans. It suggests road corridors where cities should consider establishing facilities for the safe use of a bicycle for transportation. The Bruce Vento Trail segment seeking funding runs parallel to U.S. Highway 61. Since the 1970's the highway has systematically been transitioned from a bikeable route under Governor Wendell Anderson to an overloaded arterial seeing many tens of thousands of motorized vehicles per day. The Bruce Vento Trail, then, provides the only possible continuous safe RBTN route in the area that could be used for north-south non-motorized transportation or recreation.

Advancing the Bruce Vento Trail is a meaningful step to completing the regional vision you helped to sponsor 21 years ago.

Respectfully,
Michael Brooks,
Ramsey County Chair
Lake Links Association

Steve Wolgamot,
Washington County Chair
Lake Links Association

[illegible]



5/13/2020

Support for Bruce Vento Trail Extension Project

To whom it may concern,

This letter is to share our support for funding for Ramsey County Parks and Recreation's plan to extend the Bruce Vento Regional Trail from Buerkle Road to the intersection of Hoffmann Road/ US Highway 61 in the City of White Bear Lake.

The Task Force is a joint powers board of city, county and township elected officials, which is planning transportation improvements to enhance mobility, promote economic development and preserve community assets within the 80-mile transportation corridor between Saint Paul and Hinckley. The Task Force provides technical and policy guidance to transportation agencies, raises public awareness, builds support and advocates for improved transportation service in the corridor

The current Bruce Vento Trail and the extension will complement the planned 14 mile Rush Line BRT transit route by adding additional multi-modal transportation options to the Rush Line Corridor. In addition, the proposed extension project will not impact the ability of Minnesota Commercial Railway to continue to provide service in the corridor and bring economic benefits to the communities it serves.

Sincerely,

A handwritten signature in blue ink that reads "Victoria A. Reinhardt".

Victoria Reinhardt
Chair, Rush Line Corridor Task Force

Centerville
Chisago County
Forest Lake
Harris
Hinckley
Hugo
Little Canada
Maplewood
North Branch
Pine City
Pine County
Ramsey County
Rock Creek
Rush City
Saint Paul
Sandstone
Stacy
Washington County
White Bear Lake
White Bear Township
Wyoming

214 4th St. E.
Suite 200
St. Paul, MN 55101
651-266-2760

Consolidated Appropriations Act, 2022
(Public Law 117-103) Division L, Title I, Highway Infrastructure Programs

State	Demo ID	Project Description in Explanatory Statement Accompanying Pub. L. No. 117-103	Designated Amounts in Explanatory Statement Accompanying Pub. L. No. 117-103	Amount available under P.L. 117-103		Allocation of Y928 Funds This Memorandum		Obligation Authority This Memorandum (DELPHI Code 1550574B50.2022.050Y928500)	
				Project	State Total	Project	State Total	Project	State Total
MD	MD171	Cecil County Belvidere Road Expansion	500,000	500,000		500,000		500,000	
MD	MD172	Frederick East Street Rails with Trails: Liberty Road Bridge Crossing	535,000	535,000		535,000		535,000	
MD	MD173	Garrett Trails - Eastern Continental Divide Loop Trail (Otto Lane - New Germany)	975,000	975,000		975,000		975,000	
MD	MD174	MD 4 Corridor and Thomas Johnson Bridge Capacity Improvements Project	1,000,000	1,000,000		1,000,000		1,000,000	
MD	MD175	Reconstruction of MD 97 at Montgomery Hills	1,000,000	1,000,000		1,000,000		1,000,000	
MD	MD176	Route 218 Suitland Road Improvements	2,500,000	2,500,000		2,500,000		2,500,000	
MD	MD177	Russell and Monroe Street Ramp Bridge Replacements	1,000,000	1,000,000		1,000,000		1,000,000	
Maryland					12,510,000		12,510,000		12,510,000
MA	MA270	Design and Construction of the Wakefield Broadway Commuter Rail Crossing	1,200,000	1,200,000		1,200,000		1,200,000	
MA	MA271	Border to Boston Trail Engineering and Design	1,200,000	1,200,000		1,200,000		1,200,000	
MA	MA272	Separated Bicycle Lane Network Build Out, Cambridge	958,218	958,218		958,218		958,218	
MA	MA273	Assabet River Rail Trail extension - Stow	750,000	750,000		750,000		750,000	
MA	MA274	Wellington Greenway Phase IV	500,000	500,000		500,000		500,000	
MA	MA275	Chris Walsh Aqueduct Trail Connectivity Project	220,000	220,000		220,000		220,000	
MA	MA276	City of Northampton - Rocky Hill Greenway Shared Use Trail	3,600,000	3,600,000		3,600,000		3,600,000	
Massachusetts					8,428,218		8,428,218		8,428,218
MI	MI323	Emmet County Road Commission - Lake Shore Drive Reconstruction Project	1,440,000	1,440,000		1,440,000		1,440,000	
MI	MI324	Beck Road Business Corridor Improvement Project	4,797,600	4,797,600		4,797,600		4,797,600	
MI	MI325	Pinckney Multi-Modal Pathway and Connectors	2,000,000	2,000,000		2,000,000		2,000,000	
MI	MI326	Grandville Avenue Project	700,000	700,000		700,000		700,000	
MI	MI327	Michigan Avenue Corridor Improvement	1,000,000	1,000,000		1,000,000		1,000,000	
MI	MI328	South Westnedge Avenue Reconstruction	500,000	500,000		500,000		500,000	
Michigan					10,437,600		10,437,600		10,437,600
MN	MN268	Annandale Highway 24 and Hemlock Intersection	2,000,000	2,000,000		2,000,000		2,000,000	
MN	MN269	Highway 212 Rural Freight Mobility and Safety: Carver County	2,500,000	2,500,000		2,500,000		2,500,000	
MN	MN270	Stearns County Bridge 6819 along County State Aid Highway (CSAH) 75	1,000,000	1,000,000		1,000,000		1,000,000	
MN	MN271	Extension of CSAH 116/Fletcher Bypass, City of Rogers, MN	3,501,040	3,501,040		3,501,040		3,501,040	
MN	MN272	Highway 5 Mobility and Lake Minnewashta Causeway Bridge, Carver County, MN	2,000,000	2,000,000		2,000,000		2,000,000	
MN	MN273	City of Jordan US 169 Multi-Use Trail Underpass	1,124,000	1,124,000		1,124,000		1,124,000	
MN	MN274	Bruce Vento Trail Extension	1,300,000	1,300,000		1,300,000		1,300,000	
MN	MN275	Central Greenway Regional Trail Improvements	1,000,000	1,000,000		1,000,000		1,000,000	
MN	MN276	Moorhead Center Avenue Reconstruction	500,000	500,000		500,000		500,000	
Minnesota					14,925,040		14,925,040		14,925,040
MS	MS227	SR 7 and University Avenue in Oxford Roundabout Interchange Lafayette County	5,000,000	5,000,000		5,000,000		5,000,000	
MS	MS228	City of Hattiesburg 4th Street Sidewalk Project	500,000	500,000		500,000		500,000	
MS	MS229	Artesia Road Connector	2,500,000	2,500,000		2,500,000		2,500,000	
MS	MS230	Interstate 10 Corridor Improvements	4,500,000	4,500,000		4,500,000		4,500,000	
MS	MS231	Lefleur's Bluff Education and Tourism Complex	1,000,000	1,000,000		1,000,000		1,000,000	

Board of Commissioners

Request for Board Action

Item Number: 2024-225

Meeting Date: 7/9/2024

Sponsor: Property Management

Title

Sixth Amendment of Office and Warehouse Space Lease Agreement with State of Minnesota Explore Minnesota Tourism for Leased Space in the Metro Square Building

Recommendation

1. Approve the Sixth Amendment to the Lease Agreement with State of Minnesota Explore Minnesota Tourism, 121 7th Place East, Suite 360, Saint Paul, MN 55101, for a reduction of 749 useable square feet of leased space in the Metro Square Building, 121 7th Place East, Saint Paul, MN 55101, for the period of July 11, 2024 through January 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

Background and Rationale

Explore Minnesota Tourism currently leases 9,804 square feet of office space inside the Metro Square building, with a current lease end date of July 31, 2027.

Property Management is completing several important projects at Metro Square that will provide enhanced amenity spaces, perform necessary building repairs, and equip existing and new county tenants from the East Kellogg building with updated workspaces in accordance with the county's Flexible Workplace Policy and Workplace Standards. These interior renovations are underway on several floors and will be followed thereafter by the relocation of employees to Metro Square.

As part of a larger building system modification and waterproofing project, work needs to be completed on the north side of the Metro Square building. Portions of the building façade will be removed to allow for necessary repairs and enhancements to take place. Inside the building, some temporary walls will be installed to isolate construction zones from office areas. The work inside the building impacts a portion of the space leased by the State of Minnesota for Explore Minnesota Tourism.

Within the space leased to Explore Minnesota Tourism an area of 749 SF will be temporarily unavailable to them. An amendment to provide rent abatement from July 11, 2024 to January October 31, 2025 has been negotiated. The amendment includes the county removing and reinstalling four workstations impacted by the construction area.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

The racial equity impact of the lease amendment is unknown.

Community Participation Level and Impact

There is no community engagement for this lease amendment.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

This lease amendment will temporarily decrease monthly rent by \$1,330 in 2024 and 2025, prorated in July 2024 for a partial month. The total decrease in projected revenue is \$7,533 in 2024 and \$1,330 for January 2025. This decrease will have a negligible impact on total revenue for Property Management.

Explore Minnesota Tourism will continue to pay the difference in monthly rent and existing financed tenant improvements per the lease agreement.

Last Previous Action

On October 9, 2020, the Ramsey County Board of Commissioners approved the fifth amendment to the Lease Agreement with State of Minnesota Explore Minnesota Tourism for lease space in the Metro Square Building (Resolution B2020-189).

Attachments

1. Sixth Amendment to Lease Agreement

STATE OF MINNESOTA
AMENDMENT OF LEASE

Amendment No. 6

Lease No. 11357

THIS AMENDMENT No. 6 to Lease No. 11357 is made by and between Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Explore Minnesota Tourism.

WHEREAS, Landlord and Tenant entered into Lease No. 11357 dated November 1, 2004, and previously amended by an Amendment of Lease No. 1 dated November 28, 2007, an Amendment of Lease No. 2 dated November 1, 2012, an Amendment of Lease No. 3 dated March 7, 2017 and an Amendment of Lease No. 4 dated June 28, 2018, and an Amendment of Lease No. 5 dated October 29, 2020 (as so amended, hereinafter referred to as the "Lease"), involving the lease of approximately nine thousand eight hundred four (9,804) usable square feet of space ("Leased Premises"), in the Metro Square Building ("Building"), located at 121 East 7th Place, City of St. Paul, County of Ramsey, Minnesota 55101,:

WHEREAS, Landlord is in the process of remodeling the Building and as part of the remodeling, Landlord will need to take temporary possession of a portion of the Leased Premises to complete its remodeling work which includes necessary improvements to the Building;

WHEREAS, the parties hereto deem certain amendments, additional terms and conditions mutually beneficial for the effective continuation of the Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions to be incorporated into Lease No. 11357 on the date set forth herein.

1. TEMPORARY SQUARE FOOTAGE REDUCTION FOR LANDLORD'S BUILDING IMPROVEMENTS WORK

- 1.1 Effective July 11, 2024 and continuing through January 31, 2025 ("Rent Credit Period"), Landlord and Tenant accept the temporary reduction of seven hundred forty nine (749) usable square feet of space ("Affected Area"), as shown on the floor plan, attached hereto and incorporated herein as Exhibit F, to accommodate Landlord's plans for remodeling of the Building which includes but not limited to necessary Building improvements work. Tenant agrees to temporarily vacate and remove its Personal Property (except for Tenant's furniture) in the Affected Area of the Leased Premises by the end of the business day on July 10, 2024 and temporarily turnover possession of

the Affected Area to the Landlord. Landlord shall, at its own expense, install a temporary wall that will separate the Leased Premises from the Affected Area.

- 1.2 Furniture Dismantling, Removal and Storage Landlord shall, at its own expense, dismantle and remove Tenant's furniture in the Affected Area including any electrical, data cabling, IT work, and low voltage work necessary to dismantle Tenant's furniture. Landlord shall, at its expense, store said furniture in a secured space in the Building or a secured storage location during the Rent Credit Period.
- 1.3 Rent Credit Landlord and Tenant hereby agree to credit the rent for the Affected Area of the Leased Premises during the Rent Credit Period as shown in Section 2.2 below. In the event Landlord completes the Building improvements work affecting the Affected Area and the work described in Section 1.5 below earlier than January 31, 2025, Landlord shall notify Tenant of such work completion and the Rent Credit shall cease at the last day of the month the notice was received. Landlord and Tenant hereby agree to amend the Lease to document the earlier completion date and adjust the Rent Credit Period.
- 1.4 Extension of the Rent Credit Period Landlord and Tenant hereby agree that Landlord has the right to extend the Rent Credit Period for an additional one (1) month commencing on February 1, 2025 and continuing through February 28, 2025 ("Extended Rent Credit Period") by providing Tenant with sixty (60) days prior written notice. Landlord and Tenant hereby agree to document the Extended Rent Credit Period via an amendment to the Lease and update the rent schedule shown in Section 2.2 below to reflect a rent credit during the Extended Rent Credit Period.
- 1.5 Possession of the Affected Area after Building Improvements Work At the completion of the Building improvements work which shall not be later than the Extended Rent Credit Period, and prior to Landlord's turnover of the Affected Area to Tenant for occupancy, Landlord shall, at its expense, remove the temporary wall, restore and clean the Affected Area in as good condition as when Tenant temporarily turnover the Affected Area to Landlord, and reinstall Tenant's furniture in the Affected Area, including performing any electrical, data cabling, IT work, and low voltage work for Tenant's furniture.

2. RENT

- 2.1 Deletion Effective July 1, 2024, Section 2.1 of the Amendment No. 5 to the Lease is hereby deleted and of no further force and effect and is replaced with the following Section 2.2.
- 2.2 Tenant shall pay Landlord rent according to the rent schedule set forth below:

(SEE RENT SCHEDULE ON NEXT PAGE)

2.3 Financed Tenant Improvement Allowance Tenant shall continue to pay to Landlord the Financed Tenant Improvement Allowance pursuant to Section 2.2 of Amendment No. 3 to the Lease, which shall be in addition to the Rent set forth in Section 2.2 above.

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

Explore Minnesota Tourism
Metro Square Building, Suite 360
121 East 7th Place
St Paul MN 55101

2.5 Rent Payment Address Tenant shall pay Landlord via electronic payment, mail or deliver each monthly rent payment at the end of the applicable calendar month to Landlord at the following address:

Ramsey County Property Management
121 Seventh PI E #2200
St Paul MN 55101

3. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.
4. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

EXHIBITS:

Exhibit F Affected Area of the Leased Premises

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

LANDLORD:

RAMSEY COUNTY, a political subdivision of the State of Minnesota

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

By _____

Title _____

Date _____

APPROVAL RECOMMENDED:

By Jean Kuegel

Title Director, Property Mgmt

Date 7/1/2024

COUNTY ATTORNEY:

Approved as to form:

By Kathleen Ritter

Title Assistant County Attorney

Date 7/1/2024

TENANT:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____

APPROVED:

STATE OF MINNESOTA
EXPLORE MINNESOTA TOURISM

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION

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

By _____

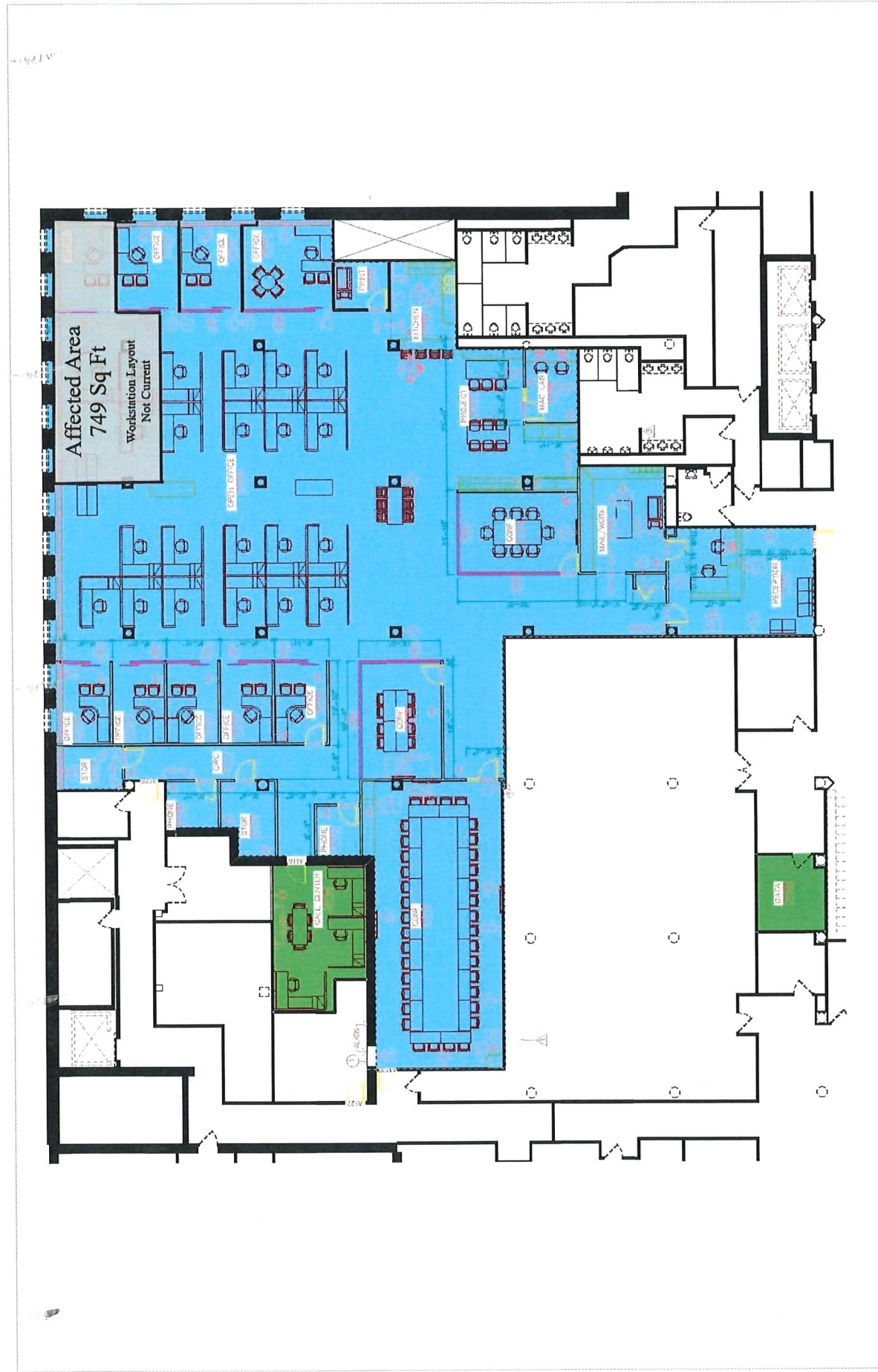
Date _____

SWIFT P.O. _____

Contract No. _____

Account Code _____

Fund No. _____



Concept Plan only
Not for Construction

Explore MN Tourism, Lease #11357
Verified by RECS, February 14, 2018
9309 SqFt
495 SqFt



EXHIBIT F

Board of Commissioners

Request for Board Action

Item Number: 2024-284

Meeting Date: 7/9/2024

Sponsor: Property Management

Title

Third Amendment to Lease Agreement with Qwest Corporation dba CenturyLink QC for Leased Space in the Metro Square Building

Recommendation

1. Approve the Third Amendment to the Lease Agreement with Qwest Corporation dba CenturyLink QC, 931 14th Street, Denver, CO 80202, for a five-year lease term extension of the 180 useable square feet of leased space in the Metro Square building, 121 7th Place East, Saint Paul, MN 55101, for the period of December 1, 2024 through November 30, 2029, in the amount of \$13,064.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

Background and Rationale

Qwest Corporation dba CenturyLink QC has leased space inside the Metro Square building since December 1, 1984. The current lease amendment for the 180 square feet of fiber optics communication space inside the facility is set to expire on November 30, 2024.

Property Management supports the benefit of having the building used as communication hub for today's technology needs to support the area. Property Management has negotiated a five-year extension with CenturyLink at market rate pricing.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

The racial equity impact of the lease amendment is unknown.

Community Participation Level and Impact

There is no community engagement for this lease amendment.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The terms of the lease amendment includes the following rate schedule, with the revenue to be incorporated into the annual Property Management operating budget.

Period	Annual Base Rent PSF	Monthly Rent	Annual Total
12/1/2024 - 11/30/2025	\$13.67	\$ 205	\$ 2,461
12/1/2025 - 11/30/2026	\$14.08	\$ 211	\$ 2,534
12/1/2026 - 11/30/2027	\$14.50	\$ 218	\$ 2,610
12/1/2027 - 11/30/2028	\$14.94	\$ 224	\$ 2,689
12/1/2028 - 11/30/2029	\$15.39	\$ 231	\$ 2,770

Total		\$13,064
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Last Previous Action

On July 21, 2015, the Ramsey County Board of Commissioners approved the second amendment to the Lease Agreement with Qwest Corporation dba CenturyLink QC for leased space in the Metro Square Building (Resolution B2015-245).

Attachments

1. Third Amendment to Lease Agreement

THIRD AMENDMENT TO LEASE AGREEMENT

This **THIRD AMENDMENT TO LEASE AGREEMENT** ("Third Amendment") is made and entered into as of the date this Third Amendment is last signed by both parties (the "Effective Date") by and between Ramsey County, a political subdivision of the State of Minnesota, as successor-in-interest to East Metro Place Operating Associates, Limited Partnership, as successor-in-interest to Metro Square Partnership ("Landlord"), and Qwest Corporation, a Colorado corporation, formerly known as US WEST Communications, Inc., formerly known as The Mountain States Telephone and Telegraph Company, successor-by-merger to Northwestern Bell Telephone Company ("Tenant"). Landlord and Tenant may sometimes be referred to in this Third Amendment as a "party" and collectively as the "parties."

RECITALS

A. Landlord is the owner of the real property located at 121 East Seventh Place, Saint Paul, Minnesota and commonly known as Metro Square (the "Property").

B. Landlord and Tenant are the Landlord and Tenant under that certain Lease dated November 9, 1984, between Metro Square Partnership ("Original Lease") for the premises at Suite LL-9 of the Property containing 180 rentable square feet (the "Leased Premises"). The Original Lease was amended by that certain letter agreement dated August 1, 1994 ("Letter Agreement"), that certain First Amendment to Lease Agreement dated August 23, 2004 ("First Amendment"), and that certain Second Amendment to Lease Agreement dated June 12, 2015 ("Second Amendment") (Original Lease, Letter Agreement, First Amendment and Second Amendment, collectively "Lease"). The Leased Premises is depicted on and labeled "Qwest Vault – Fiber Optics" on Exhibit A, attached hereto.

C. The parties acknowledge that the term of the Lease shall expire on November 30, 2024, and that there are no remaining options to extend or renew the lease term.

D. Landlord and Tenant desire to amend the Lease to extend the lease term for a period of five (5) years.

NOW THEREFORE, in consideration of the forgoing, the mutual covenants of the parties set forth in this Third Amendment, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, the parties hereby amend the Lease as follows:

1. **Extension of Lease Term.** The Term is hereby extended for a period of five (5) years, commencing December 1, 2024 and expiring November 30, 2029 (the "Third Extension Term"). There are no remaining extensions to the Term or options to renew the Lease. All references in the Lease or this Third Amendment to "term" or "Term" or "lease term" or "Lease Term" and the like as the time period in which the Lease is in effect shall mean and include the Third Extension Term and the Renewal Period (as defined in Section 3) as the context required.

2. **Rent.** Base Annual Rent during the Third Extension Term is:

Period	Annual Base Rent PSF	Monthly	Annual
12/1/2024 – 11/30/2025	\$13.67	\$ 205.05	\$ 2,460.60
12/1/2025 – 11/30/2026	\$14.08	\$ 211.20	\$ 2,534.40
12/1/2026 – 11/30/2027	\$14.50	\$ 217.50	\$ 2,610.00
12/1/2027 – 11/30/2028	\$14.94	\$ 224.10	\$ 2,689.20
12/1/2028 – 11/30/2029	\$15.39	\$ 230.85	\$ 2,770.20

The Annual Base Rent shall be payable in accordance with the provisions of the Lease.

3. **Notice.** Whenever any notice, consent, approval, demand, request or authorization and the like (collectively, "Notice") is required or permitted under the Lease, the same must be in writing. Notice must be sent by certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery/courier service, to the parties at their respective addresses set forth below. Notice shall be deemed effective on the date shown on the return receipt if Notice is given by certified mail or on the date shown on the confirmation of delivery form if Notice is given by overnight delivery/courier service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either party may change its address in this Section 3 by giving Notice of address change to the other party in the manner for giving Notice prescribed in this Section 3.

Landlord's Notice Addresses:

Ramsey County
15 West Kellogg Boulevard, Ste. 250
Saint Paul, MN 55102
Attn: Ramsey County Manager

With a copy to:

Ramsey County Property Management
121 7th Place East, Ste. 2200
Saint Paul, MN 55101
Attn: Director of Property Management

Tenant's Notice Address:

Qwest Corporation
c/o Lumen Technologies
931 14th Street
Denver CO 80202
Attn: Vice President of Real Estate
Lease ID: MNRE0128A

With a copy at the same time and each instance via email to:

Qwest Corporation
c/o Lumen Technologies
Real Estate Lease Administration
leaseadmin@lumen.com
Lease ID: MNRE0128A

4. **Broker.** Each party represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Third Amendment, except for Newmark Group Inc. representing Tenant ("Broker"), and that it knows of no other real estate broker or agent who is entitled to a commission in connection with this Third Amendment. **Tenant** shall pay Broker a commission in connection with the execution of this Third Amendment pursuant to a separate written agreement between **Tenant** and Broker. Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claims, demands, losses, liabilities, lawsuits, judgments and costs and expenses (including reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing in connection with this Third Amendment on account of the indemnifying party's dealings with any real estate broker or agent (other than Broker).

5. **Agreement Remains in Full Force and Effect.** Except as expressly amended by this Third Amendment, the Lease remains unmodified and in full force and effect, and Landlord and Tenant confirm and ratify the terms and conditions of the Lease, as amended by this Third Amendment. In the event of a conflict between the terms and conditions of the Lease and those of this Third Amendment, the terms and conditions of this Third Amendment shall control. Landlord represents and warrants to Tenant that the entering into of this Third Amendment by the parties does not require the prior consent of any holder of a mortgage or other security interest in the Premises, or that, if applicable, Landlord has obtained such consent in writing prior to signing this Third Amendment.

6. **Counterparts and Electronic Mail Signatures.** This Third Amendment may be signed in one or more identical counterparts, which together shall constitute the same agreement. Signatures to this Third Amendment that are photocopied or electronically stored or transmitted shall be deemed to be originals, and both parties shall accept and be bound by such signatures.

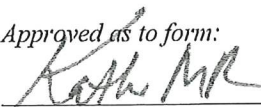
7. **Capitalized Term.** Any capitalized term used in this Third Amendment which is not defined in this Third Amendment shall have the meaning ascribed to such term in the Lease.

IN WITNESS WHEREOF, the parties hereto have entered into this Third Amendment as of the Effective Date.

RAMSEY COUNTY

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

Approved as to form:



Assistant County Attorney

Kathleen Ritter


Director, Property Mgmt

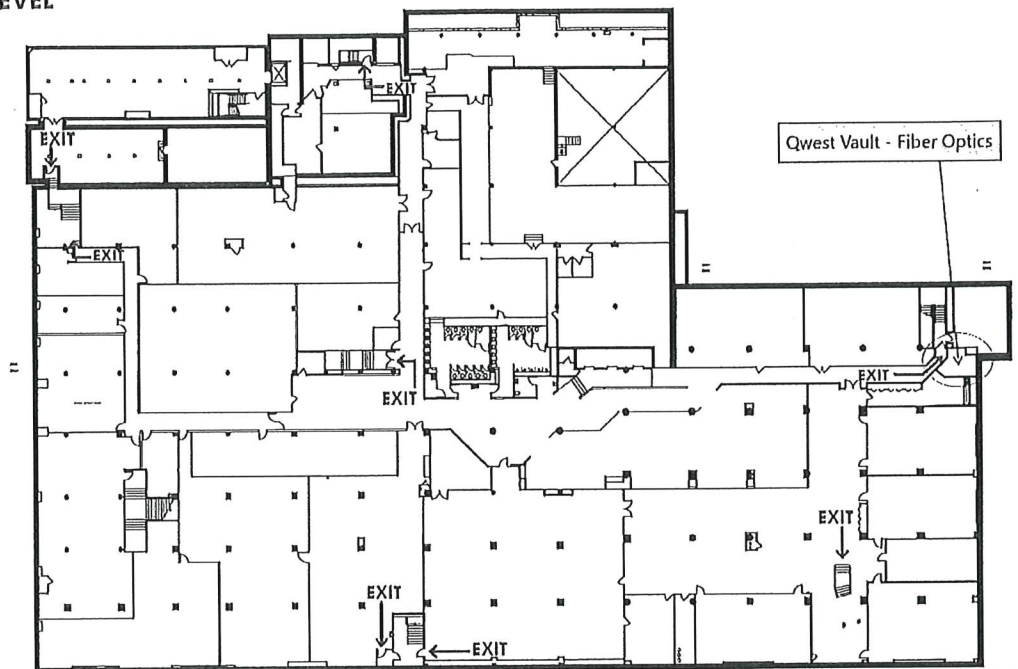
QWEST CORPORATION

By: Kimberly Sweatt

Printed Name: Kimberly Sweatt
Title: Director of Real Estate
Transactions and Analysis
Signature Date: Jun 21, 2024

EXHIBIT A
Depiction of the Premises

LOWER LEVEL



Board of Commissioners

Request for Board Action

Item Number: 2024-231

Meeting Date: 7/9/2024

Sponsor: Property Management

Title

Project Budget and Financing Plan for Metro Square Building Systems and Waterproofing Construction Project

Recommendation

1. Accept and approve the project budget and financing plan for the Metro Square Building Systems and Waterproofing Construction project in an amount up to \$19,000,000.
2. Authorize the County Manager to transfer up to \$5,000,000 from Property Management fund balance to the Metro Square Building Systems and Waterproofing Construction project budget for project activities.
3. Authorize the County Manager to transfer up to \$4,000,000 from bond interest and premiums to the Metro Square Building Systems and Waterproofing Construction project budget for project activities.
4. Authorize the County Manager to allocate and transfer up to \$10,000,000 from the 2025 Capital Improvement Program budget to the Metro Square Building Systems and Waterproofing Construction project budget for project activities.
5. Authorize the County Manager to account for the Metro Square Building Systems and Waterproofing Construction project as a budgeted project in Property Management.
6. Approve the attached resolution authorizing reimbursement of expenditures with the proceeds of bonds.

Background and Rationale

Property Management is completing several interior renovation projects at Metro Square to improve both resident and employee experience. The downtown Service Center will be expanded on the second floor. A new CareerForce center will also be constructed on the second floor. Workplace renovations on multiple floors are underway with the goal of providing county employees - those currently at Metro Square and those moving to Metro Square from the East Building - with updated and enhanced office and amenity spaces in accordance with the county's Flexible Workplace Policy and Workplace Standards. Currently all interior renovations are scheduled to be completed in 2025.

To ensure the building meets the needs of this increased county occupancy for the future, building system modification and waterproofing work needs to be completed. Portions of the façade on the north side of the building will be removed to facilitate the work and replaced upon completion of the project. The project includes excavation of the parking area adjacent to the building to allow for necessary repairs and the addition of new waterproofing to the exterior wall. The existing underground fuel tank in the parking area will be removed and replaced with a new fuel tank installed on lower level. To enhance access and egress to fifth floor, one stairwell will be extended from fourth to fifth floor with other code required improvements. During the project, temporary walls will be installed on the north side of all floors to isolate the construction from occupied office areas.

The project involves considerable work into 2025 and significant expense. The project will be funded through a number of sources including Property Management Fund Balance, bond interest and premiums and 2025 Capital Improvement Plan (CIP) resources. The county expects to incur certain expenditures that may be cash

flowed temporarily from sources other than bonds. Approval of the reimbursement resolution allows the county to use proceeds from 2025 tax-exempt bonds to reimburse prior expenditures.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

The racial equity impact of this project is unknown. 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 Central Certification (CERT) Program directory recognized by the county as the acceptable source for SBE subcontractors and suppliers in conformance with the county's approved policy on workforce inclusion and contracting goals.

Community Participation Level and Impact

There is no community engagement associated with this action.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Funding, up to \$19,000,000, is requested for this project. In collaboration with Finance, the following three funding sources will be utilized:

\$5,000,000 from Property Management fund balance

Up to \$4,000,000 from bond interest and premiums

Up to \$10,000,000 from the 2025 Capital Improvement Program budget

The county expects to incur certain expenditures that may be cash flowed temporarily from sources other than bonds. Approval of the reimbursement resolution allows the county to use proceeds from 2025 tax-exempt bonds to reimburse prior expenditures. Allocation of the 2025 bonds will occur during the 2025 budget process.

Last Previous Action

None.

Attachments

1. 2024 Metro Square Building Systems Project Budget & Financing Plan
2. Reimbursement Resolution

Metro Square - Project Budget and Financing Plan - 2024

		Estimated Costs	
		Quotes	
1. Land Acquisition			
Cost Including Fees		\$0	
	Sub-total:		\$0
2. Construction Costs	SF		
Total Building (Gross)	na	\$16,532,082	\$16,533,000
Total Site (6.4 Net Acres) Vehicular Circulation, Parking, General.		\$0	\$0
	Sub-total:	\$16,533,000	\$16,533,000
3. Design & Cons. Contingency - % of Basline Construction			
Contingency (Construction)	5%	\$826,604	\$827,000
Contingency (Design)	3%	\$495,962	\$496,000
	Sub-total:		\$1,323,000
	Sub-total Construction:		\$17,856,000
5. Escalation			
Escalation to 2026 included above	0%	\$0	
	Sub-total:		\$0
	With Escalation:		\$17,856,000
4. Furniture, Fixtures and Equipment			
FF&E		\$0	\$0
FF&E Design Fee - as % of FF&E		\$0	\$0
	Sub-total:		\$0
5. Technology			
Telephone/Data		\$0	\$0
Security		\$0	\$0
	Sub-total:		\$0
8. Sub-total of Lines 1-7			\$17,856,000
9. Owner's Project Contingency			
5% of Line 14	10%	\$826,604	\$827,000
	Sub-total:		\$827,000
10. Project Management Fee			
3% of Line 8 - Waived		\$0	
	Sub-total:		\$0
	Total:		\$18,683,000

Financing Plan:

Property Management Fund Balance	\$5,000,000
County Funds - Bond Interests and Premiums	up to \$4,000,000
County 2025 CIP	up to \$10,000,000
Total	up to \$19,000,000

RESOLUTION ESTABLISHING PROCEDURES
RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the County expects to incur certain expenditures that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of tax-exempt bonds; and

WHEREAS, the County has determined to make this declaration of official intent (“Declaration”) to reimburse certain costs from proceeds of tax-exempt bonds in accordance with the Reimbursement Regulations.

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

1. The County proposes to construct the various improvements to the Metro Square Building as further described in the attached request for board action (the “Project”).

2. The County reasonably expects to reimburse certain expenditures made for costs of the Project from the proceeds of tax-exempt bonds in an estimated maximum principal amount of \$10,000,000. All reimbursed expenditures related to the Project will be capital expenditures, costs of issuance of the tax-exempt bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

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

4. A reimbursement allocation with respect to tax-exempt bonds will be made not later than 18 months after the later of: (i) the date the original expenditure is paid; or (ii) the date the Project is placed in service or abandoned, but in no event more than 3 years after the original expenditure.

5. This Declaration is an expression of the reasonable expectations of the County based on the facts and circumstances known to the County as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the tax-exempt bonds described

in paragraph 2 are consistent with the County's budgetary and financial circumstances. No sources other than proceeds of tax-exempt bonds are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside pursuant to the County's budget or financial policies to pay such expenditures for which bonds are issued.

6. The action is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Adopted this 9th day of July, 2024, by the Board of Commissioners of Ramsey County, Minnesota.

Board of Commissioners

Request for Board Action

Item Number: 2024-178

Meeting Date: 7/9/2024

Sponsor: Finance

Title

Amendment to the Joint Powers Agreement for the Central Certification Program

Recommendation

1. Approve the amendment to the Joint Powers Agreement for the Central Certification Program from the date of execution for one year with annual automatic renewals, unless a majority of the Central Certification Program members withdraw, or the program is dissolved.
2. Authorize the Chair and Chief Clerk to execute the amendment.

Background and Rationale

Ramsey County is a member of the Central Certification (CERT) Program, in partnership with Hennepin County and the cities of Saint Paul and Minneapolis (collectively, the Collaborative).

In 2023, the Collaborative decided to transfer administration of the CERT program to a third-party vendor. The Ramsey County Finance Department led the solicitation and executed a contract with Strong and Starlike Consulting, LLC, 8500 Normandale Lake Blvd, Suite 350, Bloomington, MN 55437, to administer the CERT program on behalf of the Collaborative. Finance staff recommend that the Ramsey County Board of Commissioners approve an amendment to the JPA that would identify Ramsey County as the fiscal agent of the Collaborative for the purpose of administering the contract with Strong and Starlike Consulting. The amendment is also being submitted for approval by the governing bodies of the other Collaborative members. The amendment includes revisions to the Lead Agency clause, the Fiscal Agent clause, the Responsibilities of Lead Agency clause, and inclusion of a Responsibilities of Fiscal Agent clause. The change in lead agencies reflects the move to a third-party vendor and Ramsey County's ability to manage the contract. Each Collaborative member will pay Ramsey County their share of the cost of the program.

In 1999, Hennepin County, Ramsey County, cities of Saint Paul and Minneapolis, and Independent School District 625, began to offer a centralized program for certification of small business enterprises, and/or minority-women owned business enterprises. The certification program became known as the Central Certification Program and was managed by an outside consultant from 1999 through 2003 when the Saint Paul Public Schools- Independent School District 625 withdrew from the program due to program funding cuts.

In 2004, a Joint Powers Agreement was created and submitted by the Collaborative Executive Committee for approval by the governing bodies of the Collaborative members. Since 2004, the city of Saint Paul has served as the lead agency. In 2011, the city of Minneapolis left the collaborative but decided to rejoin in 2017. Since that time, the city of Saint Paul has served as the lead agency for the Collaborative and the JPA has been brought to the Ramsey County Board twice - in 2018 and 2021 to make agreed upon revisions.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

Ramsey County is committed to increasing contract opportunities for the purchases of goods and services from vendors, including non-profits and community-based organizations, that reflect the diversity of our community. Participation in CERT allows Ramsey County the opportunity to identify and contract with small, minority, women, and minority-women owned and emerging small business enterprises.

Ramsey County reports all actual spending on the Ramsey County open data portal, please see Small Business Spending <<https://opendata.ramseycounty.us/stories/s/Small-Business-Spending/4hb6-hrjt>>. The graphs on the portal show total procurement spending and disaggregates the data by non-profit, government agencies, small minority-owned, small women-owned, and small minority and women owned businesses and breaks down the small business enterprises by ethnicity.

In 2023, Ramsey County spent over \$30 million on small businesses. Approximately 59% of Ramsey County's small business spending went to minority-owned businesses in 2023. Of this total, approximately:

- \$4.2 million went towards African American-owned businesses,
- \$3.8 million went towards Asian American-owned businesses,
- \$2.8 million went towards Hispanic American-owned businesses, and
- \$6.5 million went towards Native American-owned businesses.

The report is updated every two weeks based on actual expenditures. The county continues to create new and expanded opportunities to grow and sustain small and diverse businesses.

Community Participation Level and Impact

CERT provides outreach opportunities. For example, CERT holds monthly workshops at the Rondo Community Library with the aim of introducing local government contracting programs and assisting the business owners with applying for CERT Certifications. Workshops include procurement representatives from the Collaborative, St. Paul SCORE Program (business mentorship), LegalCORPS, and US Small Business Administration's 8(A) Program to provide additional resources and answer questions. During these workshops, Ramsey County provides DemandStar registration assistance to participants. Information about CERT can be located here: <

<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development-1>>

Ramsey County Procurement and Contracting Action Teams are also using CERT to connect with certified businesses in an effort to increase and diversify the county's CERT portfolio. More information about CERT Connect can be located here: <

<https://ramseynet.us/county-governance/county-committees/action-teams/cert-connect>>

☒ Inform ☒ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Ramsey County pays \$34,270 annually in membership dues to the CERT Collaborative. The annual rate has remained the same since 2018. Funding for this program is included in the 2024 Finance budget. Each Collaborative member will pay the same amount to Ramsey County to pay for the cost of the annual contract.

Last Previous Action

On October 19, 2021, the Ramsey County Board approved the revised Joint Powers Agreement for the Central Certification Program (Resolution B2021-226).

Attachments

1. Amendment 1 to the Joint Powers Agreement Among the City of Saint Paul, Hennepin County, Ramsey County and City of Minneapolis ("The Collaborative")
2. Joint Powers Agreement Among the City of Saint Paul, Hennepin County, Ramsey County, and City of Minneapolis

First Amendment to Joint Powers Agreement Among the City of Saint Paul, Hennepin County, Ramsey County and City of Minneapolis (“The Collaborative”)

The Agreement between the City of Saint Paul, Hennepin County, Ramsey County and City of Minneapolis is hereby amended as follows:

In this Amendment, deleted terms will be ~~struck out~~ and added terms will be underlined and bolded, except where described otherwise.

Revision 1: In Section II, the definitions for “Fiscal Agent” and “Lead Agency” are amended as follows (all other definitions remain the same):

Fiscal Agent, currently Ramsey County, is the Collaborative Member responsible for various financial duties for the benefit of the Collaborative. ~~These duties include but are not limited to:~~

- Invoicing Collaborative Members and Subscribers for fees to run the CERT program,
- Invoicing service providers, such as vendors to run the certification database, business technical assistance for certified businesses,
- Paying contractors for services performed for the benefits of the Collaborative,
- Negotiating and signing contracts on behalf of the Collaborative.

Lead agency, currently the City of Saint Paul, is the Collaborative Member designated to implement and manage the activities in the Collaborative Work Plan and day-to-day operations, ~~and to serve as its Fiscal Agent.~~ **The Lead Agency, with the approval of the Collaborative Members, may choose to contract out these services to a third-party administrator. If a third-party administrator is used, then “Lead Agency” shall also be defined to mean said third-party administrator.**

Revision 2: Section III.B.2. is amended as follows:

2. If the Lead Agency, in consultation with the Executive Board, approves an Additional Member, the proposed Additional Member shall be responsible for any extraordinary costs, as detailed in the Work Plan, incurred to incorporate the Additional Member into the Database and the Collaborative Program written materials. The Executive Board will be notified of the Additional Members and Subscribers and any and all fees that are collected by the ~~Lead Agency~~ **Fiscal Agent**. The fees and costs will be applied to the Work Plan budget.

Revision 3: Section III.B.4 is amended as follows:

4. Founding Members have the right to be designated as the Lead Agency **or the Fiscal Agent**.

Revision 4: Section V.A.8. is amended as follows:

8. Making timely payment to the ~~Lead Agency~~ **Fiscal Agent** of the Member's share of costs to finance the activities in the Work Plan as identified in the annual budget;

Revision 5: Section V.B.2 is amended as follows:

~~2. The Lead Agency serves as the fiscal agent for the Collaborative which shall include proposing the approved budget for Lead Agency services, issuing invoices, collecting fees for services, and making authorized payments on behalf of the Collaborative.~~

Revision 6: Section V. is amended to add the following:

C. Fiscal Agent Responsibilities

The duties of the Fiscal Agent include but are not limited to:

1. Invoicing Collaborative Members and Subscribers for fees to run the CERT program,
2. Invoicing service providers, such as vendors to run the certification database, business technical assistance for certified businesses,
3. Paying contractors for services performed for the benefits of the Collaborative,
4. Negotiating and signing contracts on behalf of the Collaborative.

Revision 7: Section VI.C.1. is amended as follows:

1. The ~~Lead Agency~~ **Fiscal Agent** shall invoice each Collaborative Member quarterly for its share of the Work Plan budget.

Revision 8: Section VI.C.2. is amended as follows:

2. Each Collaborative Member shall make payment to the ~~Lead Agency~~ **Fiscal Agent** as soon as reasonably possible after receipt of the invoice, but no later than 35 calendar days from such receipt.

Revision 9: Section VII.D is amended as follows:

- D. Each agreement between an independent contractor and the Lead Agency ~~or~~ **Fiscal Agent** shall contain a provision that states that the contractor shall maintain and store Collaborative records and files in accordance with Minn. Stat. §138.17, Minn. Stat. §15.17, and Minnesota Statutes Chapter 13.

Revision 10: Section VII.E is amended as follows:

- E. Each agreement between an independent contractor and the Lead Agency or **Fiscal Agent** shall contain a provision that states that all information gathered by the contractor in the course of providing services is the property of the Collaborative Members and not the contractor, and that the information may not be sold, reproduced, or otherwise disseminated or transmitted in whole or in part without the prior written authorization of the affected Collaborative Members.

Except as modified herein, the terms of the Agreement shall remain in full force and effect.

**Joint Powers Agreement Among the City of
Saint Paul, Hennepin County, Ramsey County and City of Minneapolis
("The Collaborative")**

This Agreement is made and entered into pursuant to Minnesota Statutes § 471.59, among the City of Saint Paul, Hennepin County, Ramsey County and City of Minneapolis, hereinafter collectively known as "the Collaborative."

WHEREAS, Each member of the Collaborative operates its own Business Assistance Program serving small business enterprises ("SBEs"), including, but not limited to, small minority-owned businesses ("MBEs"), and/or small women-owned businesses ("WBEs"); and

WHEREAS, Each member of the Collaborative may, in the future, wish to serve disadvantaged businesses such as Veteran-Owned Businesses, businesses owned by persons with disabilities, or other small businesses that experience barriers to participation in the local marketplace; and

WHEREAS, The Founding Members of the Collaborative have been jointly implementing a central certification program as a component of their Business Assistance Programs since November 1998; and

WHEREAS, On January 1, 2006, the Founding Members of the Collaborative executed a Joint Powers Agreement ("JPA") to operate the central certification program internally and to expand the scope of shared activities beyond certification for a five-year term commencing January 1, 2006, with an automatic twelve-month renewal; and

NOW, THEREFORE, the Collaborative members agree as follows:

I. Purpose

The purpose of this Joint Powers Agreement is to describe the Collaborative organization, including the roles and responsibilities of each Collaborative member.

II. Definitions

Additional Member means a governmental organization that becomes a member of the Collaborative that is not a Founding Member, as defined in this section.

Appeals Board means the individuals who consider and make the final decision regarding an appeal of a certification decision to the Lead Agency. The Appeals Board may consist of the same individuals who serve on the Executive Board.

Business Assistance Program means the collection of programs, initiatives and activities adopted by a Collaborative member to provide assistance to certified small businesses within the Marketplace.

Central Certification Program Policies and Procedures means the set of policies and procedures adopted by the members of the Collaborative for determining whether a business meets the small business certification eligibility requirements. Specifically, the Central Certification Program Policies and Procedures consist of the following documents:

- 1) The CERT Certification Policies and Procedures, which outline the rules for making determinations on certification for prospective SBE's;
- 2) The CERT Certification on-site interview form;
- 3) The CERT Work Plan.

CERT Small Business Enterprise, Minority-Owned Business Enterprise, Woman-Owned Business Enterprise, and Veteran-Owned Business Enterprise, or SBE, MBE, WBE, VBE is a business that meets the small business requirements and definitions agreed upon by the Executive Committee members through resolution, ordinance, rule, or regulation.

CERT Work Plan ("the Work Plan") means the set of strategic initiatives to be undertaken by the Collaborative, including those to be performed by the Lead Agency, as mutually agreed upon and adopted by the Executive Board.

Certification means completion of the process outlined in the Central Certification Program Policies and Procedures resulting in an applicant becoming a Certified Small Business Enterprise (SBE) with the option to further designate woman owned business (WBE), minority owned business (MBE), or other designation such as Veteran owned business enterprise (VBE), business owned by persons with disabilities, or other such designations as the Collaborative may determine necessary.

Certified Vendor is a business that has successfully completed the Certification or Recertification process.

Collaborative means the governmental entities that have executed this Agreement which may be subject to change through the withdrawal and addition of members as permitted under this Agreement.

Decertification means completion of the process outlined in the Central Certification Program Policies and Procedures, resulting in a business losing its status as a Certified SBE.

Executive Board means the individuals designated by the Members to carry out the purposes of the CERT Collaborative. The Executive Board's duties are to vote on policy, coordinate outreach, approve the certification of SBEs, MBEs, WBEs, VBEs, and to make resources available to accomplish the objectives of the CERT Collaborative as outlined in this Agreement and the Work Plan.

Fiscal Agent is the Collaborative Member responsible for various financial duties for the benefit of the Collaborative. These duties include but are not limited to:

- invoicing Collaborative Members and Subscribers for fees to run the CERT program,
- invoicing service providers, such as vendors to run the certification database, business technical assistance for certified businesses,

- paying contractors for services performed for the benefits of the Collaborative,
- negotiating and signing contracts on behalf of the Collaborative.

Founding Member is one of the original signatories to the 1998 Joint Powers Agreement implementing the Central Certification Program, including Hennepin County, Ramsey County, the City of Minneapolis, and the City of Saint Paul, but excluding members that have since withdrawn from the Collaborative.

Lead Agency, currently the City of Saint Paul, is the Collaborative Member designated to implement and manage the activities in the Collaborative Work Plan, day-to-day operations, and to serve as its Fiscal Agent.

Marketplace means the geographical area where CERT SBEs have their primary place of business, as agreed upon by the Executive Board through resolution, ordinance, rule, or regulation.

Members or **Collaborative Members** means Founding Members and Additional Members

Subscriber is a non-governmental or governmental organization who receives services from the Collaborative as permitted by this Agreement. Governmental organizations become subscribers pursuant to the requirements of Minn. Stat. § 471.59. A Subscriber is not a Member of the Collaborative as defined herein.

Vendor Certification Database ("the Database") means the database of all SBEs, MBEs and WBEs who make or have made Certification requests or Recertification requests which is maintained by the Lead Agency through use of the Software.

III. Collaborative Organizational Description

- A. Purpose The activities of the Collaborative as described in this Agreement are intended to supplement, but not be a substitute for, the activities and Business Assistance Programs of each Collaborative Member. The primary purpose of the Collaborative is to jointly engage in activities that accomplish the following goals:
1. Create new policy through the Executive Board to maximize the benefits provided to SBEs, MBEs, WBEs, or VBEs within the resources available from the Collaborative Members;
 2. Focus and streamline certification and outreach efforts on contracting areas that offer the best potential fit with the available Certified SBEs;
 3. Leverage Collaborative resources with various community partners to better accomplish the goals of the Business Assistance Programs of the individual Collaborative Members;
 4. Implement outreach strategies to recruit, train, and inform SBEs, MBEs, WBEs, and/or VBEs, about contracting opportunities available with Collaborative Members;

5. Offer Certification services to businesses in the Marketplace on a "one-stop shopping" basis to increase the participation in each Member's Business Assistance Program;
6. Help local small businesses grow and thrive. The Collaborative will identify specific objectives to assist CERT SBE, MBEs, WBEs, and VBEs in the work plan. The specific objectives will generally fall within the following efforts:
 - a. Providing central certification to help increase the visibility of CERT businesses;
 - b. Increasing access to business capital;
 - c. Providing resources such as training, workshops, and open houses to increase access to opportunities;
 - d. Where possible, aligning purchasing and contracting processes among all collaborative members to make it easier for CERT SBEs to do business with local government.

B. Membership in Collaborative

1. Any "governmental unit," as defined in Minnesota Statutes § 471.59, is eligible to become an Additional Member of the Collaborative and may do so following the approval of the Lead Agency. Additional Members may be added at any time. Non-governmental organizations may receive services from the Collaborative as Subscribers and may do so following the approval of the Lead Agency. Subscribers may be added at any time. Further responsibilities of Additional Members are outlined in the CERT Work Plan.
2. If the Lead Agency approves an Additional Member, the proposed Additional Member shall be responsible for any extraordinary costs, as detailed in the Work Plan, incurred to incorporate the Additional Member into the Database and the Collaborative Program written materials. The Executive Board will be notified of the Additional Members and Subscribers and any and all fees that are collected by the Lead Agency. The fees and costs will be applied to the Work Plan budget.
3. The Executive Board shall have the authority to permit other governmental units as defined in Minnesota Statutes § 471.59 to appoint individuals to the Executive Board. Only members of the Executive Board shall have voting or other rights. Additional Members not included in the Executive Board shall be entitled to obtain services provided to the Collaborative Members under this Agreement at a cost to be determined by the Executive Board.
4. Founding Members have the right to be designated as the Lead Agency.

C. Executive Board

1. Upon commencement of this Agreement, all Founding and Additional Members shall designate an individual to serve on the Executive Board. When Additional Members are added to the Collaborative, the Additional Members shall designate an individual to serve on the Board as soon as practicable upon executing an agreement to become a Member.
 2. The Executive Board shall perform such duties as are necessary to carry out the purpose and goals described herein, including, but not limited to:
 - a) adopt a Work Plan to correspond with the duration of the Agreement;
 - b) oversee the implementation of the Work Plan by reviewing updates submitted by the Lead Agency;
 - c) serve as the Appeals Board or designate one or more individuals to perform this function, for Certification and Decertification actions performed by the Lead Agency; and
 - d) adopt and modify Collaborative policies and procedures.
 3. The Executive Board shall schedule meetings at least quarterly and may conduct its business in person, via teleconference, or via other electronic means.
 4. Each Executive Board member shall have one vote.
 5. Decisions of the Executive Board:
 - a) Decisions of the Executive Board shall be by majority vote of the Executive Board members in attendance, provided a quorum is present.
 - b) Notwithstanding the preceding, if there are not more than three (3) Executive Board members in the Collaborative, then the decisions shall be by unanimous vote of the Executive Board members in attendance, provided a quorum is present. A quorum shall consist of two-thirds of the members of the Executive Board.
 - c) In the event that there are fewer than three (3) Executive Board members in the Collaborative, decisions shall be made only by an affirmative vote from each member.
 - d) The Executive Board has authority to change any of the Policies and Procedures by a majority vote.
- D. Subscribers are not members of the Collaborative, but receive services from the Collaborative in exchange for a rate of subscription. The rate of subscription is to be determined by the Members and detailed in the Work Plan. Services to a Subscriber are agreed upon between the Subscriber and the Lead Agency.

IV. Collaborative Activities

The Collaborative shall annually undertake a range of activities to accomplish the goals described in Section III of this Agreement. Specific activities to be performed by one, some, or all Members or by the Lead Agency shall be agreed upon by the Executive Board and

incorporated into the Work Plan. These activities may include but are not limited to the following.

A. Central Certification

1. Perform Certification and Recertification in accordance with the Manual.
2. Incorporate On-Site inspections into the Certification process on an as-needed basis, using the criteria described in the Manual.

B. Information and Outreach

1. Maintain and manage a unique web site for the Collaborative to provide information about the Certification process, Certified Vendors, upcoming solicitation opportunities by Collaborative members, and other Collaborative activities.
2. Implement informational sessions and training programs to help certified SBEs participate in the contracting opportunities available from Collaborative Members.
3. Participate in trade shows, vendor expos, and other activities to share information about Certification for the Collaborative and Collaborative Member contracting opportunities.
4. Provide information about Certification and other Collaborative activities to various local publications, newsletters, and web sites.

C. Develop and implement policy regarding outreach, certification, and development of local small businesses, woman-owned businesses, minority-owned businesses, veteran-owned businesses, and/or other local small businesses that experience barriers to participation in the local marketplace.

D. Other activities as may be mutually agreed upon by the Executive Board and as resources permit.

V. Responsibilities

A. Responsibilities of Collaborative Members Each Collaborative Member shall be responsible for the following:

1. Determining Certification priority for its individual jurisdiction;
2. Designating a contact person to work with the Lead Agency to handle day-to-day questions and issues that may arise, including responding to standard technical inquiries from prospective Certified Vendors;
3. Providing updates on contracting opportunities and needs for Certified Vendors to the Lead Agency and other Members;
4. Maintaining and distributing copies of Collaborative informational materials and application forms;

5. Arranging and coordinating outreach events targeting certified vendors and potentially eligible certified vendors, as detailed in the Work Plan;
6. Contributing information for shared reporting, public outreach, the website and other purposes;
7. Notifying other Collaborative Members of the status of and changes in its Business Assistance Program to the degree that such changes affect the structure of the Collaborative or the Work Plan;
8. Making timely payment to the Lead Agency of the Member's share of costs to finance the activities in the Work Plan as identified in the annual budget;
9. Assisting in Collaborative activities as outlined in the Work Plan, including but not limited to researching new policy.

B. Responsibilities of the Lead Agency

1. The Lead Agency is responsible for Central Certification, which includes implementing Certification procedures, evaluating applications for Certification, approving or denying Certification based on business eligibility, and conducting on-site investigations as necessary.
 - a) The Lead Agency shall employ staff to process Certifications, which is paid for out of membership dues from the Members and Subscribers to the Collaborative.
 - b) The Lead Agency is solely responsible for this function.
 - c) If applications for Certification and/or Recertification exceed the Lead Agency's ability to process all of them, the Lead Agency will complete Certification and Recertification services in accordance with the list of priority commodity or service areas by mutual agreement of the Executive Board.
2. The Lead Agency serves as the fiscal agent for the Collaborative which shall include proposing and managing the approved budget for Lead Agency services, issuing invoices, collecting fees for services, and making authorized payments on behalf of the Collaborative.
3. The Lead Agency shall maintain books, records, Collaborative information materials, and other documents related to the implementation of Lead Agency activities set forth in the Work Plan.
4. The Lead Agency serves as a central point of contact for public inquiries on behalf of the Collaborative.
5. The Lead Agency shall perform and/or oversee the activities assigned to it in the Work Plan.
6. In order to carry out its responsibilities under the Work Plan, the Lead Agency shall provide or perform and may incur costs for the following:
 - a. hiring staff or interns or executing contracts with outside contractors as maybe needed to implement the Work Plan as allowed in the budget for the CERT Collaborative;

- b. monitoring and managing staff or contractors who are responsible for implementing the Work Plan, including the Certification/Recertification process, On-Site inspections, maintaining the Database and/or maintaining the website;
 - c. providing reports to the Executive Board on the status of spending and activity against the Work Plan to include, but not be limited to, how many Certification and Recertification decisions were upheld or overturned by the Executive Board upon appeal;
 - d. investigating complaints made by the public or Members, with notification to the Executive Board on an informational basis.
7. In the event that the Lead Agency determines that it is unable to perform one or more of its duties due to an unanticipated increase in other Lead Agency activities included in the Work Plan or costs, a reduction in funding by the Members and/or Subscribers, or other unforeseen circumstances, the Lead Agency shall notify the other members of the Executive Board as soon as possible. The Executive Board shall meet as soon as practicable after such notification to determine a course of action and to adjust the Work Plan as may be necessary.
 8. The Lead Agency shall notify the Executive Board of any appeals within the timeframe specified in the Manual; provide the Executive Board with copies of each appeal and the certification file for the appellant; convene a meeting with the appellant and the Executive Board or other appointed individual(s) to hear the appeal; and provide the appellant with written notification of the Executive Board's decision within a reasonable timeframe.
 9. The Lead Agency shall have the ability to offer additional, optional services to individual Collaborative Members beyond those described in this Agreement and the Work Plan. Such additional services will be mutually agreed upon by the Lead Agency and the individual Collaborative Member and contained in a separate Agreement.

VI. Costs and Payments

- A. All costs contained in an approved Work Plan budget shall be shared among Executive Board Members. The Lead Agency may, however, identify other sources of funding to support Collaborative activities. The financial structure of the Collaborative shall be detailed in the Work Plan, updated when needed, and approved annually.
- B. The cost of any additional, optional services provided by the Lead Agency shall be the responsibility of those Collaborative Members requesting the services and is beyond the scope of this Agreement.
- C. Payment
 1. The Lead Agency shall invoice each Collaborative Member quarterly for its share of the Work Plan budget.

2. Each Collaborative Member shall make payment to the Lead Agency as soon as reasonably possible after receipt of the invoice, but no later than 35 calendar days from such receipt.
3. Other Collaborative Members shall not be liable for the failure of any Collaborative Member to pay for Lead Agency services for which it is invoiced in accordance with the Work Plan budget.
4. Disputes and payment of late charges shall be governed by the provisions of Minn. Stat. § 471.425.
5. In the event that a Collaborative Member's governing body fails to appropriate adequate funds to meet its budget obligations, the Collaborative Member shall notify the other Collaborative Members as soon as possible, but within 30 calendar days of the appropriation decision. If the Collaborative Member elects to withdraw from the Collaborative in accordance with the provisions of this Agreement, the Collaborative Member shall be responsible for its share of costs up to the date of withdrawal from the Collaborative.

VII. Software, Files, Records

- A. Each of the Executive Board Members has full and complete access to the Software and to all documentation for the Software.
- B. Neither the Lead Agency nor any individual Collaborative member may give access to the Software or Database to any Additional Members until an Agreement is executed between the Lead Agency and the Additional Member.
- C. All records, created in relation to the subject matter of this Agreement, shall at all times be the property of the Collaborative Members.
- D. Each agreement between an independent contractor and the Lead Agency shall contain a provision that states that the contractor shall maintain and store Collaborative records and files in accordance with Minn. Stat §138.17, Minn. Stat. §15.17, and Minnesota Statutes Chapter 13.
- E. Each agreement between an independent contractor and the Lead Agency shall contain a provision that states that all information gathered by the contractor in the course of providing services is the property of the Collaborative Members and not the contractor, and that the information may not be sold, reproduced, or otherwise disseminated or transmitted in whole or in part without the prior written authorization of the affected Collaborative Members.

VIII. Miscellaneous

- A. Term. The term of this Agreement is for twelve months, beginning on the date of execution of this agreement, automatically renewing annually, unless a majority of the Collaborative Members withdraw, or the Collaborative is dissolved as described in this Agreement.
- B. Hold Harmless. The parties herein expressly acknowledge and agree that a party shall

not be responsible for the acts or omissions of any other party.

Each party herein agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other parties and the results thereof. The liability of each party shall be governed by applicable provisions of the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, and other applicable state and federal laws, including common law.

In the event of any claims or actions filed against the Collaborative, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or stack separate statutory liability caps from the Collaborative. The Collaborative is intended as a separate liability entity which limits the liability of the individual party and the Collaborative as a whole. If a claim or action is filed against the Collaborative, the Collaborative Members will share the costs of retaining legal representation, separate and apart from legal representation the Collaborative Members have as individual entities.

- C. Assignment. No party to this Agreement shall assign, delegate or transfer any rights or obligations under this Agreement without prior written consent of the other parties.
- D. Amendment. Any amendment or modification to this Agreement shall be in writing and shall not be effective until executed by all parties to this Agreement.
- E. Entire Agreement. This Agreement contains the entire Agreement between the parties with regard to the matters set forth herein.
- F. Withdrawal. A Collaborative Member may withdraw from the Collaborative upon 60 calendar days written notice to all other Collaborative Members. A withdrawing Collaborative Member shall meet all of its responsibilities up to the date of withdrawal.
- G. Termination. This Agreement shall terminate:
 - 1. upon written agreement of all active Collaborative Members; or
 - 2. by operation of law or court order.
- H. Counterparts. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
- I. Electronic Signature. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s

failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

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IN WITNESS WHEREOF, the City of Saint Paul, Hennepin County, Ramsey County and City of Minneapolis have executed this Agreement on the dates indicated below.

City of Saint Paul

Executed:

John McCarthy

John McCarthy (Oct 25, 2021 21:27 CDT)

Director, Office of Financial Services

Jaime Rae Tincher

Jaime Rae Tincher (Oct 26, 2021 10:09 CDT)

Mayor Melvin Carter, or Designee

Date: Oct 26, 2021

Approved as to form:

Siobhan Tolar

Siobhan Tolar (Oct 25, 2021 12:53 CDT)

Assistant City Attorney

Funding: 21115220

Kristien R. E. Butler

Kristien R. E. Butler (Oct 25, 2021 21:29 CDT)

Director, Department of Human Rights and Equal Economic Opportunity

Hennepin County

Reviewed by the County Attorney's
office

Jay Arneson

Assistant County Attorney

Date: **Oct 26, 2021**

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: *Chamion Zinn*

Chair of Its County Board

Rain Keller

ATTEST: _____

Deputy/Clerk of County Board

And: *David J. Jorgensen*

Assistant/Deputy/County Administrator

Ramsey County



Toni Carter, Chair
Ramsey County Board of Commissioners



Mee Chang, Chief Clerk
Ramsey County Board of Commissioners

Date: Nov 22, 2021

Approval Recommended:



Ryan O'Connor, County Manager

Approved as to form and insurance:



Sam Clark
Ramsey County Attorney

City of Minneapolis

Executed:

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

FOR THE CITY:

Dushani Dye
Dushani Dye (Nov 22, 2021 17:05 CST)

Dushani Dye
Finance Officer

Approved as to Form

Bradley D Cousins
By: Bradley D Cousins (Nov 23, 2021 16:10 CST)

Assistant City Attorney

Dushani Dye
Dushani Dye (Nov 23, 2021 16:52 CST)

Department Head responsible for Administering and Monitoring this Contract
Approved as to Form

Board of Commissioners

Request for Board Action

Item Number: 2024-305

Meeting Date: 7/9/2024

Sponsor: Property Tax, Records & Election Services

Title

Special Election for Ramsey County Commissioner District 3

Recommendation

1. Declare that a Special Election is needed to fill a vacancy in Ramsey County Commissioner District 3.
2. Approve the following Special Election schedule:
 - July 30, 2024 - First day to file affidavits of candidacy.
 - August 13, 2024 - Last day to file affidavits of candidacy.
 - August 15, 2024 - Last day to withdraw an affidavit of candidacy.
 - November 5, 2024 - Primary for Special Election (only needed if more than two candidates file for office).
 - November 13, 2024 - Canvass of results for the Special Election Primary, if needed.
 - February 11, 2025 - General Election Day for the Special Election.
 - February 14, 2025 - Canvass of results for the Special Election.

Background and Rationale

On June 20, 2024, Ramsey County Commissioner for District 3, Trista Martinson, announced that she accepted a new leadership role as the Executive Director with the Ramsey/Washington County Recycling and Energy (R&E). Commissioner Martinson's last day at Ramsey County will be August 1, 2024.

Minnesota Statutes 351.055 provides, in part, that if a prospective vacancy will occur as a result of a resignation, preparations for the Special Election may begin immediately after the written resignation is received by the board. This resignation was accepted by the Ramsey County Board of Commissioners at its meeting held on July 2, 2024.

Since more than two years remain on the unexpired term, Minnesota Statute 375.101 requires that a Special Election be held to fill the vacancy. Under uniform election dates, pursuant to Minnesota Statutes 205.10, subd. 3a, the next two available election dates are November 5, 2024, and February 11, 2025.

Action is needed to declare the vacancy in office and to set the schedule for the Special Election to fill that vacancy. The recommended schedule uses the next available election dates and meets statutory timeline requirements for conducting a Special Election.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

Ramsey County District 3 is one of the most racially diverse commissioner districts in the state of Minnesota. This Special Election will be another opportunity for residents to have a voice in determining the leaders of their local government.

Community Participation Level and Impact

This action will inform the public of the Special Election and encourage them to participate in determining the next commissioner for Ramsey County District 3.

☒ Inform ☐ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The total estimated cost to conduct a Special Election for Commissioner District 3 will be approximately \$120,000. Funds from the Elections General 2024-2025 operating budget will be used to cover these costs.

Last Previous Action

On July 2, 2024, the Ramsey County Board of Commissioners accepted the resignation of Commissioner Trista Martinson, District 3 effective end of business day on August 1, 2024 (Resolution B2024-121).

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2024-306

Meeting Date: 7/9/2024

Sponsor: Medical Examiner

Title

Amendment to the Joint Powers Agreement with the State of Minnesota Department of Corrections for Medical Examiner Services

Recommendation

1. Approve an amendment to the Joint Powers Agreement with the Minnesota Department of Corrections, 1450 Energy Park Drive, Saint Paul, MN 55108 for medical examiner services for the period upon execution through June 30, 2025.
2. Authorize the Chair and Chief Clerk to execute the amendment.

Background and Rationale

The state of Minnesota, acting through its Commissioner of Corrections, Office of Special Investigations wishes to continue a Joint Powers of Agreement (JPA) with Ramsey County Medical Examiner's Office to provide medical examiner services as needed to the Minnesota Department of Corrections.

Services include but are not limited to use of autopsy room, equipment, preparation of reports, autopsies, drug quantification, blood testing, toxicology, x-rays, and review incarcerated deaths per Minnesota Statutes Section 390.11, subd. 1a.

The amendment is to extend the JPA one more year and to increase the total amount allowed from \$84,000 to \$105,000 (\$21,000 per year).

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

This JPA ensures all Ramsey County residents have access to the professional services provided during and after the death investigation process regardless of circumstances, race, financial, or social status. The Medical Examiner's Office works closely with next of kin (if possible) to follow and respect cultural practices of the final arrangements for the decedent.

Community Participation Level and Impact

There was no community engagement for this request for board action. This is to inform public of the JPA to increase and ensure transparency in services provided by the Medical Examiner's Office.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Payment for services will be billed to Minnesota Department of Corrections in each occurrence of actual costs. Estimated costs noted in the JPA is \$2,100 per examination not to exceed a total obligation of the state of \$105,000 over the length of the JPA (\$21,000 per year).

Any revenues received would be utilized to offset the increased expenditures required for an examination. On average, the Medical Examiner's Office receives \$13,000 annually from the Minnesota Department of Corrections for medical examiner services.

Last Previous Action

On July 18, 2023 the Ramsey County Board approved a Joint Powers of Agreement with the state of Minnesota, Department of Corrections for medical examiner services (Resolution B2023-119).

Attachments

1. Amended Joint Powers of Agreement

AMENDMENT COVER SHEET**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)****Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Corrections **Name of Contractor:** Ramsey County Medical Examiner's Office**Current Contract Term:** 8/3/2020 – 6/30/2024 **Project Identification:** SWIFT Contract #181187

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**1. ☒ Amendment to the Expiration Date of the contract**

- a. Proposed New Expiration Date: 06/30/2025
- b. Why is it necessary to amend the Expiration Date? Continue to provide a facility in which to conduct inmate autopsies by an independent, contracted, board-certified, Forensic Pathologist and laboratories to provide drug quantification, blood testing, toxicology, and X-rays in the review of all Department of Corrections incarcerated deaths. The contract certification allows for up to three one-year extensions to this agreement. This will be the DOC's third one-year extension of the current original contract.

2. ☒ Amend Duties and Cost ☐ Amend Duties Only

- a. Describe the amendment: This amendment extends the term for one year, adding funds that will allow for continued use of a facility in which to conduct inmate autopsies by an independent, contracted board-certified Forensic Pathologist.
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

Original contract:	\$42,000.00
Amendment No. 1:	\$21,000.00
Amendment No. 2:	\$21,000.00
Amendment No. 3:	\$21,000.00

3. ☐ **Amendment to change other terms and conditions of the contract:**

a. Describe the changes that are being made:

Amendment #3 to SWIFT Contract No. 181187

Contract Effective Date:	8/10/2020____	Total Contract Amount:	\$105,000.00____
Original Contract Expiration Date:	6/30/2022____	Original Contract:	\$42,000.00____
Current Contract Expiration Date:	6/30/2024____	Previous Amendment(s) Total:	\$42,000.00____
Requested Contract Expiration Date:	6/30/2025____	This Amendment:	\$21,000.00____

This amendment is by and between the State of Minnesota, acting through its Commissioner of Corrections, Office of Special Investigations ("State") and Ramsey County on behalf of Ramsey County Medical Examiner's Office whose designated business address is 300 E. University Ave., St. Paul, MN 55101 ("Governmental Unit").

Recitals

1. The State has a contract with the Governmental Unit identified as SWIFT Contract Number 181187 ("Original Contract") to provide a facility in which to conduct inmate autopsies by an independent, contracted, board-certified, Forensic Pathologist and laboratories to provide drug quantification, blood testing, toxicology and X-rays in the review of all Department of Corrections incarcerated deaths as per Minnesota Statutes, Section 390.11, subd. 1a.
2. The State has a need to continue to use a facility to conduct inmate autopsies by an independent, contracted, board-certified, Forensic Pathologist.
3. The State and the Governmental Unit are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1. "**Term of Contract**" is amended as follows:

1. Term of Contract

- 1.1 Effective date. August 3, 2020, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 Expiration date. ~~June 30, 2024~~ June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may not be extended by the State.

REVISION 2. Clause 3. "**Payment**" is amended as follows:

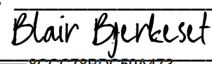
The Ramsey County Medical Examiner's Office will invoice the Minnesota Department of Corrections for services provided in each occurrence. The estimated cost for these services provided by the Ramsey County Medical Examiner's Office is \$2,100 per examination. Payment will be made to Ramsey County

per occurrence. The total obligation of the State under this agreement will not exceed ~~\$84,000 (eighty four thousand dollars)~~ \$105,000 (one hundred five thousand dollars).

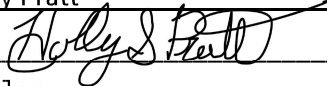
The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.


1. State Encumbrance Verification


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

Print Name: Blair Bjerkset
 Signature: 
 Title: Accounting Officer Senior Date: 6/25/2024
 SWIFT Contract No. 181187 PO 3-164920

2. Governmental Unit

Print Name: Holly Pratt
 Signature: 
 Title: Controller Date: _____

Print Name: River Valley Forensic Services, PA - Dr. Kelly Mills
 Signature: 
 Title: President/CEO Date: 06/27/2024

Print Name: Shanika Alston
 Signature: 
 Title: Assistant Ramsey County Attorney Date: 06/27/2024

Print Name: _____
 Signature: _____
 Title: _____ Date: _____

Print Name: _____
 Signature: _____
 Title: Date: _____

3. State Agency

With delegated authority

Print Name: _____
 Signature: _____
 Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____
 Signature: _____
 Title: _____ Date: _____
 Admin ID: _____

From: Dougherty, Rachel (ADM) [rachel.dougherty@state.mn.us]
To: Ryan, Lauri (DOC) [lauri.ryan@state.mn.us], User, Procurement (ADM) [procurement.user@state.mn.us]
Subject: RE: Retainage Waiver Request: Ramsey Co ME
Sent: Mon 7/20/2020 2:38 PM GMT-07:00
Importance: Normal

Retainage waiver is granted.

From: Ryan, Lauri (DOC) <lauri.ryan@state.mn.us>
Sent: Monday, July 20, 2020 3:15 PM
To: Dougherty, Rachel (ADM) <rachel.dougherty@state.mn.us>; User, Procurement (ADM) <procurement.user@state.mn.us>
Cc: Jaworski, Cherilyn (DOC) <cherilyn.jaworski@state.mn.us>; MN_DOC_PT Coordinator <PT.Coordinator.doc@state.mn.us>
Subject: Retainage Waiver Request: Ramsey Co ME

Please see the attached request for a retainage waiver for Ramsey County Medical Examiner services for FY21. Please reply with your approval or denial.

Thank you!

Lauri Ryan
Office of Special Investigations
Minnesota Department of Corrections
1450 Energy Park Drive
St. Paul, MN, 55108
Phone: 651-361-7254
Fax: 651-642-0403

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Thank you.