



Board of Commissioners Agenda

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

January 14, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of January 14, 2025 is Presented for Approval** [2024-538](#)

Sponsors: County Manager's Office

Approve the agenda of January 14, 2025.

2. **Minutes from January 7, 2025 are Presented for Approval** [2024-539](#)

Sponsors: County Manager's Office

Approve the January 7, 2025 Minutes.

PROCLAMATION

3. **Proclamation: Mary Sue Hansen Proclamation** [2024-691](#)

Sponsors: Board of Commissioners

PRESENTATION OF AWARD

4. **Presentation: Ramsey County Employee Achievement Award: Fleet Management Team, Ramsey County Public Works** [2024-702](#)

Sponsors: Human Resources

None. For information and discussion only.

ADMINISTRATIVE ITEMS

5. **Cancellation of Board Meetings in 2025** [2024-496](#)

Sponsors: Board of Commissioners

Approve the cancellation of the following Ramsey County Board meetings in 2025:

1. February 25
2. March 4
3. March 25

4. April 29
5. July 15
6. July 29
7. September 9
8. September 30
9. October 28
10. November 11
11. December 9
12. December 30

6. Settlement Agreement in Stephan Nicholas Holmes v. Reed Newkirk, et al. [2024-726](#)
(Court File No. 0:22-cv-02985)

Sponsors: Board of Commissioners

1. Approve the settlement agreement with Stephan Nicholas Holmes v. Reed Newkirk, et al., Court File No. 0:22-CV-02985, totaling \$75,000.
2. Authorize the Chair and Chief Clerk to execute the settlement agreement.

7. Appointment to the Pig's Eye Dump Task Force [2025-003](#)

Sponsors: Board of Commissioners

Affirm the appointment of Victoria Reinhardt to the Pig's Eye Dump Task Force until the task force expires on June 30, 2026.

8. Appointment of Amy Caron, Director of Public Health, as the Community Health Services Administrator and Agent of the Saint Paul - Ramsey County Community Health Board [2024-661](#)

Sponsors: Public Health

Appoint Amy Caron, Director of Public Health, as the Community Health Services Administrator and Agent of the Saint Paul - Ramsey County Community Health Board

9. Master Grant Contract with the Minnesota Department of Health [2024-722](#)

Sponsors: Public Health

1. Approve the Master Grant Contract with the Minnesota Department of Health for the period January 1, 2025, through December 31, 2029.
2. Authorize the Chair and Chief Clerk to execute the Master Grant Contract.
3. Authorize the County Manager to execute grants and amendments to the grant agreement in the form approved by the County Attorney's Office.
4. Authorize the County Manager to apply for and accept grant awards from the Minnesota Department of Health.
5. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

10. Access Agreement with Ramsey Washington Metro Watershed District for McKnight Basin Stormwater Maintenance/Repairs [2024-692](#)

Sponsors: Parks & Recreation

1. Approve the agreement with Ramsey Washington Metro Watershed District for access to the McKnight Basin on county property to perform sediment removal work from stormwater detention ponds.
2. Authorize the Chair and Chief Clerk to execute the access agreement.

11. Agreement with Terra General Contractors LLC for Battle Creek Waterworks Remodel Part 2 Design Build

[2024-706](#)

Sponsors: Parks & Recreation

1. Approve the selection of and agreement with Terra General Contractors LLC, 21025 Commerce Boulevard, Suite 1000, Rogers, MN 55374 for Part 2 Design-Build services for the Battle Creek Waterworks Remodel Project, for the period of contract execution through December 30, 2026, in the amount of \$5,066,682.
2. Accept and approve the updated Battle Creek Waterworks Remodel Project estimated budget and financing plan in the amount of \$5,537,254.
3. Authorize the Chair and Chief Clerk to execute the agreement.
4. Authorize the County Manager to reallocate funds from previously approved Parks & Recreation capital projects to fund the Battle Creek Waterworks Remodel Project.
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 available funding.

12. Grant Agreement with the Minnesota Department of Public Safety for the Urban Areas Security Initiative

[2024-669](#)

Sponsors: Sheriff's Office

1. Ratify the submittal of the grant application to the Minnesota Department of Public Safety, Homeland Security and Emergency Management Division, for the Urban Areas Security Initiative.
2. Accept the grant award and approve the grant agreement with the Minnesota Department of Public Safety for the Urban Areas Security Initiative for the period upon execution through June 30, 2026, in the amount of \$200,000.
3. Authorize the Chair and the Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to execute amendments to the agreement in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of available funding.

13. Agreement with the City of Saint Paul Police Department for the 2025 Traffic Enforcement Sub-Grant Agreement with the Minnesota Department of Public Safety, Office of Traffic Safety

[2024-725](#)

Sponsors: Sheriff's Office

1. Approve the agreement with the city of Saint Paul Police Department, 367 Grove Street, Saint Paul, MN 55101 for the 2025 traffic enforcement sub-grant agreement from the MN Department of Public Safety, Office of Traffic Safety, 445 Minnesota Street, Suite 1620, Saint Paul, MN 55101 upon execution of the agreement through September 30, 2025 in the amount of \$33,035.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of available funding.

4. Authorize the County Manager to execute future agreements for future traffic enforcement sub-grant agreements, in a form approved by the County Attorney's Office, through 2030.

14. Joint Powers Agreement with Minnesota Department of Public Safety, Bureau of Criminal Apprehension for Participation in the Minnesota Internet Crimes Against Children Task Force [2024-727](#)

Sponsors: Sheriff's Office

1. Approve the Joint Powers Agreement with the Minnesota Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Street East, Saint Paul, MN 55406 for participation in the Minnesota Internet Crimes Against Children Task Force upon execution through five years from the fully executed agreement.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

15. Terms of Collective Bargaining Agreement with Technical Employees Association for the years 2025, 2026, and 2027 [2024-721](#)

Sponsors: Human Resources

1. Approve the terms of the collective bargaining agreement with Technical Employees Association for the years 2025, 2026, and 2027.
2. Authorize the Chair and the County Manager to execute the agreement.

16. Terms of Collective Bargaining Agreements with American Federation of State, County and Municipal Employees Local 8 Assistant County Attorneys Bargaining Unit for the Years 2025, 2026 and 2027 [2024-699](#)

Sponsors: Human Resources

1. Approve the terms of collective bargaining agreements with American Federation of State County and Municipal Employees Local 8 Assistant County Attorneys Bargaining unit for the years 2025, 2026 and 2027.
2. Authorize the Chair and the County Manager to execute the agreement incorporating these terms and conditions.

LEGISLATIVE UPDATE

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:30 a.m. (est.) Closed Meeting - **CLOSED TO PUBLIC**
Re: Juare v. Ramsey County

Courthouse Room 220, Large Conference Room

1:30 p.m. Board Workshop: Regions Hospital
Courthouse Room 220, Large Conference Room

Advance Notice:

January 21, 2025	County board meeting – Council Chambers
January 28, 2025	County board meeting – Council Chambers
February 4, 2025	County board meeting – Council Chambers
February 11, 2025	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: 2024-538

Meeting Date: 1/14/2025

Sponsor: County Manager's Office

Title

Agenda of January 14, 2025 is Presented for Approval

Recommendation

Approve the agenda of January 14, 2025.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-539

Meeting Date: 1/14/2025

Sponsor: County Manager's Office

Title

Minutes from January 7, 2025 are Presented for Approval

Recommendation

Approve the January 7, 2025 Minutes.

Attachments

1. January 7, 2025 Minutes

Board of Commissioners Minutes

January 7, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:04 a.m. with the following members present: Jebens-Singh, McGuire, Miller, Moran, Xiong and Chair Ortega. Also present was Ling Becker, County Manager.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner Xiong.

1. Agenda of January 7, 2025 is Presented for Approval [2024-714](#)

Sponsors: County Manager's Office

Approve the agenda of January 7, 2025.

Motion by Moran, seconded by McGuire. Motion passed.

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

2. Minutes from December 17, 2024 are Presented for Approval [2024-715](#)

Sponsors: County Manager's Office

Approve the December 17, 2024 Minutes.

Motion by McGuire, seconded by Xiong. Motion passed.

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

3. 2025 Oath of Office [2024-720](#)

Sponsors: County Manager's Office

The Oath of Office will be administered to:

- Commissioner Tara Jebens-Singh - by Judge Timothy Mulrooney
- Commissioner MaryJo McGuire - by Judge Timothy Mulrooney
- Commissioner Kelly Miller - by Judge Timothy Carey

POLICY ITEMS

4. Election of the Chair for 2025 [2024-407](#)

Sponsors: Board of Commissioners

Elect the Chair for the year 2025.

Commissioner Moran nominated Commissioner Ortega as Chair. Seconded by Commissioner Xiong.

Motion by Moran, seconded by Xiong. Motion passed.

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

Resolution: B2025-001

5. Election of the Vice-Chair for 2025 [2024-408](#)

Sponsors: Board of Commissioners

Elect the vice-chair for the year 2025.

Commissioner Xiong nominated Commissioner McGuire as Vice-Chair. Seconded by Commissioner Moran.

Motion by Xiong, seconded by Moran. Motion passed.

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

Resolution: B2025-002

6. Rules of Procedure for 2025 [2024-409](#)

Sponsors: Board of Commissioners

1. Adopt Rules of Procedure to govern the Ramsey County Board of Commissioners.
2. This resolution supersedes all prior resolutions pertaining to procedures.

Motion by Moran, seconded by McGuire. Motion passed.

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

Resolution: B2025-003

7. Appointments to Standing Committees for 2025 [2024-412](#)

Sponsors: Board of Commissioners

Approve appointments to the standing committees for the year 2025.

Motion by Xiong, seconded by Moran. Motion passed.

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

Resolution: B2025-004

8. Appointments to Outside Boards and Committees for 2025 [2024-410](#)

Sponsors: Board of Commissioners

Approve appointments of commissioners to various outside boards, committees and commissions for the year 2025.

Motion by Miller, seconded by Xiong. Motion passed.

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

Resolution: B2025-005

9. Appointment of Members to the Ramsey County Housing and Redevelopment Authority for 2025 [2024-411](#)

Sponsors: Board of Commissioners

Approve the appointment of members to the Ramsey County Housing and Redevelopment Authority for the year 2025.

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

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

Resolution: B2025-006

10. Appointment of Members to the Ramsey County Regional Railroad Authority for 2025

[2024-413](#)

Sponsors: Board of Commissioners

Approve the appointment of members to the Ramsey County Regional Railroad Authority for the year 2025.

Motion by Moran, seconded by McGuire. Motion passed.

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

Resolution: B2025-007

ADMINISTRATIVE ITEMS

11. Contract with Press Publications, Inc for 2025 Newspaper Publications

[2025-004](#)

Sponsors: County Manager's Office

1. Award a contract to Press Publications, Inc., 4779 Bloom Avenue, White Bear Lake, MN 55110, as the designated Official Newspaper for the following Ramsey County publications:
 - A. Official proceedings of the Board of Ramsey County Commissioners and all notices for the year 2025; the 2024 Financial Statement; and the Notice of Expiration of Redemption in the Vadnais Heights Press in the amount of \$6.47 per column inch for the first insertion, and \$6.47 for subsequent insertions.
 - B. 2024 Financial Statement in the White Bear Press as the other newspaper of general circulation located in a different municipality in the county than the Official Newspaper, in the amount of \$16.27 per column inch and \$16.27 per column inch for subsequent insertions.
 - C. Official Newspaper for publication of Ramsey County's List of Real Estate Taxes Remaining Delinquent on the first day of January 2025 in the Vadnais Heights Press in the amount of \$6.47 per column inch and \$6.47 per column inch for subsequent insertions.
2. Authorize the Chair and the Chief Clerk to execute the contract with Press Publications, Inc.

Motion by Xiong, seconded by McGuire. Motion passed.

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

Resolution: B2025-008

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 9:49 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-691

Meeting Date: 1/14/2025

Sponsor: Board of Commissioners

Title

Proclamation: Mary Sue Hansen Proclamation

Attachments

1. Proclamation

Proclamation

WHEREAS, Mary Sue Hansen has served as the Executive Director of the Suburban Ramsey Family Collaborative (SRFC) for over 26 years, demonstrating unwavering dedication to the well-being of children, youth, and families in Ramsey County; and

WHEREAS, Under her leadership, SRFC has developed, overseen, and implemented a comprehensive prevention and early intervention system of care, addressing the needs of those experiencing challenging circumstances in health, education, and family stability; and

WHEREAS, Mary Sue's stewardship has led to increased formal and informal resources for children, youth, and families, cultivating intergenerational, cross-cultural, and interdisciplinary partnerships and programs; and

WHEREAS, During the COVID pandemic, Mary Sue and the SRFC team developed two sizable resource guides to support residents, used by hundreds of practitioners in the community, and hosted many online resource fairs to connect families directly to supports and programs; and

WHEREAS, Mary Sue Hansen has been recognized for her exceptional contributions with the prestigious 2020 Vern Vick Memorial Award, honoring her efforts in supporting and empowering Ramsey County's youth through personal, academic, and career development; and

WHEREAS, Mary Sue Hansen has been instrumental in fostering cross-cultural relationships and community engagement through her work with Marnita's Table, creating inclusive social interactions, and supporting youth-led initiatives; and

WHEREAS, Under her leadership, SRFC has convened over 90 Intentional Social Interactions (IZIs) involving more than 10,000 people and trained over 1,000 partners in the IZI model, promoting the idea of "nothing about us without us"; and

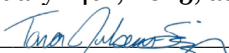
WHEREAS, Mary Sue Hansen has been a driving force in SRFC's equity work, ensuring all children and families have access to the resources and support they need to thrive, and in 2024 alone, 3,950 children, youth, families, and community members were served through SRFC-Funded Initiatives; and

WHEREAS, Mary Sue has been one of the most hardworking, brilliant, compassionate, respectful and respected leaders that the community has seen, tirelessly working to create a deep community of human service professionals who support residents and staff, facilitating new partnerships and programs; and

WHEREAS, Her commitment to cultivating community partnerships and innovative approaches to addressing social issues have made a lasting impact on the lives of many individuals and families in the community; Now, Therefore, Be It

PROCLAIMED, In recognition and honor of Mary Sue Hansen's outstanding service and dedication to the Suburban Ramsey Family Collaborative and the community of Ramsey County, the Ramsey County Board of Commissioners declares January 14th, 2025, as Mary Sue Hansen Day in Ramsey County.


Rafael Ortega, Commissioner, District 5


Tara Jebens-Singh, Commissioner, District 1


Mary Jo McGuire Commissioner, District 2


Rena Moran Commissioner, District 4


Mai Chong Xiong, Commissioner, District 6


Kelly Miller, Commissioner, District 7


Ling Becker, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2024-702

Meeting Date: 1/14/2025

Sponsor: Human Resources

Title

Presentation: Ramsey County Employee Achievement Award: Fleet Management Team, Ramsey County Public Works

Recommendation

None. For information and discussion only.

Background and Rationale

Employee achievement awards <<https://ramseynet.us/achievement-award-archives>> are presented to Ramsey County employees whose job performance, productivity, and contributions to the goals of the county are exemplary. Nominations for an Achievement Award are submitted to the Human Resources Liaison to the Achievement Award Selection Committee for consideration. Nominations may be made in one or more of the following categories:

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

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

The Achievement Award Selection Committee has approved the nomination of employees on the Fleet Management Team, Ramsey County Public Works, to be recognized with an Employee Achievement Award in the category of *Excellent Job Performance*.

Attachments

1.Memorandum for Achievement Award Notice to Fleet Management Team, Public Works

Date January 14th, 2025

To: Ramsey County Board of Commissioners
Cc: Ling Becker, County Manager
Kristen Schultz, Interim Chief Human Resources Officer

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

Subject: Achievement Award for Fleet Management Team, Ramsey County Public Works

The Ramsey County Employee Achievement Award Selection Committee has selected the following group to receive an Achievement Award. This is to advise you that in accordance with County Board Resolutions, **Fleet Management Team, Ramsey County Public Works**, will receive an Employee Achievement Award. Presentation of the award will be made at the January 14th, 2025 meeting of the County Board.

Nomination Summary

The Public Works Fleet Management Team has been approved by the Ramsey County Achievement Award Selection Committee for an Employee Achievement Award in the category of "Excellent Job Performance."

The Public Works Fleet Management Team is known for being collaborative and creative. When public responders needed new vehicles, the Fleet Management Team showed a tremendous amount of innovation in thinking about how to equip the vehicles with the right supplies and storage to meet their needs.

The Fleet Management Team is skilled at reviewing proposals, seeing gaps – and fixing those gaps to make sure the vehicle and its supplies are convenient and easy to use.

The team takes many things into consideration, including:

- How the vehicle is being used.
- Ease of laptop and phone usage.
- Wi-Fi and printer access.

When the team did a half-day orientation with public responders, they went out of their way to make everyone feel comfortable and answer any questions about the vehicles and supplies.

The team consistently demonstrates how the county can think and work differently, including thinking about county values and environmental impacts in new ways.

In summary, the Achievement Award Selection Committee recommends that the Public Works Fleet Management Team be awarded a Group Employee Achievement Award in the category of "Excellent Job Performance."

CC: Ling Becker; Kristen Schultz

Board of Commissioners

Request for Board Action

Item Number: 2024-496

Meeting Date: 1/14/2025

Sponsor: Board of Commissioners

Title

Cancellation of Board Meetings in 2025

Recommendation

Approve the cancellation of the following Ramsey County Board meetings in 2025:

1. February 25
2. March 4
3. March 25
4. April 29
5. July 15
6. July 29
7. September 9
8. September 30
9. October 28
10. November 11
11. December 9
12. December 30

Background and Rationale

The Ramsey County Home Rule Charter states that the Ramsey County Board of Commissioners must meet at least two times per month. Annually, the Ramsey County Board of Commissioners adopts Rules of Procedure, which outline board meetings to be held on the first four Tuesdays, unless otherwise cancelled.

It is therefore requested that the Ramsey County Board of Commissioners cancel the following meetings in 2025:

1. February 25 - Association of Minnesota Counties Legislative Conference (St. Paul, MN)
2. March 4 - National Association of Counties Legislative Conference (Washington, D.C.)
3. March 25 - Association of Minnesota Counties Leadership Summit (Nisswa, MN)
4. April 29 - 5th Tuesday
5. July 15 - National Association of Counties 2025 Annual Conference & Exposition (Philadelphia, PA)
6. July 29 - 5th Tuesday
7. September 9 - Association of Minnesota Counties Fall Policy Conference (Alexandria, MN)
8. September 30 - 5th Tuesday
9. October 28 - Mpact Transit + Community Conference (Portland, OR)
10. November 11 - Veteran's Day
11. December 9 - Association of Minnesota Counties Annual Conference (Bloomington, MN)
12. December 30 - 5th Tuesday

County Goals (Check those advanced by Action)

☐ Well-being

☐ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

There is no known impact on racial equity from this action.

Community Participation Level and Impact

The purpose of this action is to inform the community of changes to board meeting dates.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

There is no fiscal impact associated with this request for board action.

Last Previous Action

None.

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2024-726

Meeting Date: 1/14/2025

Sponsor: Board of Commissioners

Title

Settlement Agreement in Stephan Nicholas Holmes v. Reed Newkirk, et al. (Court File No. 0:22-cv-02985)

Recommendation

1. Approve the settlement agreement with Stephan Nicholas Holmes v. Reed Newkirk, et al., Court File No. 0:22-CV-02985, totaling \$75,000.
2. Authorize the Chair and Chief Clerk to execute the settlement agreement.

Background and Rationale

Mr. Holmes was booked into the Adult Detention Center (ADC) on June 10, 2021. At the time of his booking, Mr. Holmes was in a wheelchair because of back and spinal cord issues. Mr. Holmes remained wheelchair bound for the duration of his detention at the ADC.

On July 20, 2021, while on a phone call during recreation time, Mr. Holmes was instructed to return to his cell. Mr. Holmes refused to end the call and return to his cell despite multiple directives. In response, a Corrections Officer called for additional assistance, sprayed Mr. Holmes with chemical irritant after issuing a warning, removed Mr. Holmes from his wheelchair, and placed him on the ground where Mr. Holmes was handcuffed.

Mr. Holmes file suit in federal court alleging that during the July 20, 2021 incident, the Corrections Officers violated his constitutional rights by using excessive force, being deliberately indifferent, and failing to intervene. He also asserted state law battery and negligence claims.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

There is no racial equity impact associated with this request for board action.

Community Participation Level and Impact

There is no community engagement associated with this request for board action.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The county is self-insured, and the settlement agreement will be paid out of the county's tort liability fund.

Last Previous Action

On November 12, 2023, the Ramsey County Board of Commissioners met in a closed session to receive advice from and provide direction to the Ramsey County Attorneys' Office.

Attachments

1. Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims is entered into this _____ day of January, 2025:

WHEREAS, Stephan Nicholas Holmes (“Plaintiff”) has instituted legal proceedings against Reed Newkirk, Armando Luna, Scott Brommerich, Zachary Rasmussen, Shaun M. Delrosario, Ahmed Mohamed, Rob Erickson, Chris Muellner, Robert Kerridge, and Bradford Namarkein (collectively, the “Defendants”), in a lawsuit entitled *Stephen Nicholas Holmes v. Reed Newkirk, et al.*, in United States District Court, Court File No. 22-CV-2985 (JWB/DJF) (“the Litigation”); and

WHEREAS, Plaintiff is dismissing the claims against the Defendants, such dismissal being with prejudice, inclusive of all claims against the Defendants in both their individual and official capacities, and contingent upon settlement on the terms set forth herein and for the consideration set forth herein; and

WHEREAS, Plaintiff has offered to compromise all of his claims against the Defendants in the Litigation in exchange for a sum of money and other good and lawful consideration;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, it is agreed as follows:

1. Parties. This Settlement Agreement and Release of All Claims (“Agreement”), is made and entered into between Plaintiff, the Defendants, and the Defendants’ employer, Ramsey County (“the County”). Plaintiff, the Defendants, and the County are hereinafter collectively referred to as “the Parties.”

2. Purpose. The purpose of this Agreement is to finally and fully resolve all matters, claims, counterclaims, and issues, whether known or unknown, which were raised or which could have been raised in the Litigation.

3. Consideration. In consideration of Plaintiff's agreement and release of claims, as set forth herein, the County agrees to pay the sum of \$75,000.00 to Stephan Nicholas Holmes, and agrees to issue payment to "Stephan Nicholas Holmes." This payment shall constitute full and complete settlement of all claims asserted by Plaintiff in the Litigation.

4. Full and Final Release of All Claims. Plaintiff for himself, Plaintiff's heirs, successors, and assigns, does hereby release, acquit and forever discharge the County and its current, former, and future employees, officers, elected officials, directors, agents, departments, predecessors, successors and assigns, including the Defendants, in their official and individual capacities, and their respective, heirs, successors, and assigns (hereinafter referred to collectively as "the Released Parties"), to the fullest extent permitted by law, from and against any and all claims, complaints, controversies, causes of action, demands, suits, damages, costs, obligations, liabilities, rights or damages of any nature, including claims for attorneys' fees, which he has ever had, may now have, or which may hereafter arise, whether known or unknown, on account of, or in any way arising out of the incident described in the Fourth Amended Complaint in the Litigation. For clarity, this full and final release extends to claims asserted in *Holmes v. County of Ramsey, et al.*, in United States District Court, Court File No. 22-CV-2985 (KMM/DJF) and *Holmes v. County of Ramsey, et al.*, in United States District Court, Court File No. 24-CV-2879 (JWB/DJF). This full and final release shall cover and include any and all future injuries and/or damages arising from the matters referred to in this Agreement, not now known to Plaintiff but which may later develop or be discovered, including the effects or consequences thereof, and including all causes

of action therefore. This expressly includes Plaintiff's rights, if any, to appeal from dismissal of any or all of the claims in this Litigation.

5. Plaintiff Responsible For Subrogation And Liens.

Plaintiff agrees to assume full responsibility for settlement and reimbursement of any subrogation claims or liens, and further agrees to defend and indemnify and/or hold the Released Parties harmless against any insurers or governmental entities claiming subrogation rights or liens relating to the Litigation. Plaintiff agrees to provide the Ramsey County Attorney's Office upon request the following information to enable Ramsey County to fulfill its obligations under Section 111 of the federal Medicare, Medicaid and SCHIO Extension Act of 2007 (MMSEA): full legal name; gender; date of birth; social security number; and any other information reasonably required under the MMSEA.

Plaintiff hereby agrees to hold harmless the Released Parties from any liability whatsoever to any person, entity, firm, or corporation beyond the consideration already paid as part of this release, including, without limitation, liability for other tort claims and constitutional claims, and/or actions for enforcement of any liens and including, without limitation, any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare or Medicaid payments, medical assistance claim, or otherwise, which may now exist or hereafter arise by reason of the matters referred to in the Fourth Amended Complaint or other pleadings in the Litigation. It is agreed that all liens or any other obligations, statutory or otherwise, will be satisfied by the proceeds of the settlement.

6. Plaintiff's Ability to Execute Agreement and Receive Payment. Plaintiff expressly represents and warrants that he is able to execute this Agreement. Plaintiff is at least 18 years of age and mentally competent, and has consulted with attorneys and other professional advisers of

his choice regarding this Agreement and its legal and tax consequences. Plaintiff understands and voluntarily accepts all the terms, conditions, and consequences of this Agreement. Plaintiff expressly represents and warrants that he is not a party to any bankruptcy proceeding before any court.

7. Stipulation of Dismissal. The Parties hereto agree to execute and file Stipulation of Dismissal with Prejudice and Request for Approval of Settlement Pursuant to Minn. Stat. § 466.08 in the forms attached hereto as Exhibit A.

8. Voluntary Agreement. Plaintiff acknowledges and agrees that he has read and thoroughly discussed all aspects of this Agreement with his attorney, that he understands this Agreement's provisions, and that he signs and agrees to this Agreement's terms voluntarily and without coercion.

9. Full Satisfaction. Plaintiff understands and agrees that acceptance of the above consideration is in full and complete satisfaction of the aforementioned claims including any and all claims for attorneys' fees, and that payment of the above amount in settlement of this case is in no way or manner to be construed as an admission on the part the Defendants or the County, or of the liability of any of the Defendants or the County, which validity and liability is expressly denied.

10. Settlement Forms. Plaintiff agrees to approve and execute any forms necessary to obtain the above referenced settlement check, including W9 and Medicare forms, and any forms or documents necessary to effectuate the dismissal of all claims against the Released Parties.

11. Complete Agreement. This Agreement contains and sets forth all the terms agreed upon by Plaintiff and the Released Parties regarding Plaintiff's claims. This Agreement contains the entire understanding and supersedes all other agreements and understandings relating to the subject matter of this Agreement.

12. Tax Consequences. Plaintiff understands and acknowledges that the Defendants or the County made no representation or warranties to Plaintiff as to any tax consequences of the settlement outlined in this Agreement and fully acknowledges that no tax advice or research has been provided to him by the Defendants or the County. Plaintiff fully acknowledges that Plaintiff has not relied upon any such representation and agrees not to make any such claim. Plaintiff understands and agrees that any tax consequences or liabilities arising from this Agreement are solely the responsibility of Plaintiff.

13. Agreement May Be Executed in Counterparts. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document by the Parties and their respective attorneys.

14. Effect of Agreement. Plaintiff agrees that this Agreement binds Plaintiff and also binds Plaintiff's heirs, executors, administrators, assigns, agents, partners, and successors in interest. Plaintiff represents that no right, claim, or cause of action covered by this Agreement has been assigned or given to someone else, nor are any attorneys' fees owed to any counsel other than those that may be paid by the proceeds of this Agreement.

15. Subject to Approval by the Ramsey County Board of Commissioners. This Agreement is subject to the approval of the Ramsey County Board of Commissioners and shall become binding on the Defendants and the County upon execution by the Board Chair, or her designee and the County Clerk, or her designee.

16. Subject to Approval Pursuant to Minn. Stat. § 466.08. Pursuant to Minn. Stat. § 466.08, this settlement is subject to approval by the United States District Court, District of Minnesota.

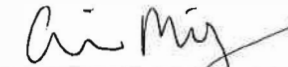
IN WITNESS WHEREOF, and with the intent to be bound, the parties now **ACCEPT AND AGREE** to the terms of this agreement and have executed it on and as of the date set forth below:

For Plaintiff:

Dated: _____


Stephan Nicholas Holmes

As to form:


Annika Misurya Reg. No. 0403537
FORSGREN FISHER MCCALMONT DEMAREA TYSVER LLP
Capella Tower
225 South 6th Street, Suite 1500
Minneapolis, MN 55402
(612) 474-3300
amisurya@forsgrenfisher.com

For Defendants and Ramsey County:

Date: _____

RAMSEY COUNTY

By: _____
Raphael Ortega
Its: Board Chair

By: _____
Jason Yang
Its: Chief Clerk -County Board

As to form:

Dated: 12/18/2024

**JOHN J. CHOI
RAMSEY COUNTY ATTORNEY**

By: 

Kristine Nogosek (#0304803)
Assistant County Attorney
360 Wabasha St. N., Suite #100
St. Paul, MN 55102
651-266-3230 (Nogosek)
Kristine.nogosek@co.ramsey.mn.us

**ATTORNEYS FOR THE DEFENDANTS
AND RAMSEY COUNTY**

Board of Commissioners

Request for Board Action

Item Number: 2025-003

Meeting Date: 1/14/2025

Sponsor: Board of Commissioners

Title

Appointment to the Pig's Eye Dump Task Force

Recommendation

Affirm the appointment of Victoria Reinhardt to the Pig's Eye Dump Task Force until the task force expires on June 30, 2026.

Background and Rationale

Long the site of unregulated dumping of municipal, commercial, and industrial waste, Pig's Eye Dump in Saint Paul has been slated for cleanup and restoration. In 2022, the Minnesota Legislature established the Pig's Eye Dump Task Force, a Minnesota Pollution Control Agency (MPCA)-led multi-agency task force charged with developing a plan to clean up and restore Pig's Eye Dump. The task force is charged with coordinating efforts to remediate and restore the Pig's Eye Landfill Superfund site and address per- and polyfluoroalkyl substances (PFAS) contamination of Battle Creek, Pig's Eye Lake and nearby groundwater.

The task force must be made up of at least the commissioner of the MPCA, the commissioner of natural resources, the commissioner of health, a representative from the Metropolitan Council, a representative from the city of Saint Paul, a representative from the city of South Saint Paul, a representative from the city of Newport, a representative from Ramsey County, a representative from Dakota County, a representative from Washington County and representatives from relevant federal agencies. Meetings of the task force are open to the public and will continue every two months until January 2026. The cleanup and restoration plan will be completed in February 2026.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☐ Opportunity

☐ Accountability

Racial Equity Impact

Owned by the city of Saint Paul, the 200-acre Pig's Eye Dump is located within the Mississippi River's floodplain. The surrounding area has several important shared uses, including Dakota homeland and sacred sites of significance, a regional park, recreational areas, a wastewater treatment plant and natural areas that serve as a bird migration route. The area surrounding Pigs Eye Lake (just south of the landfill) is very diverse with approximately 50% racially and ethnically diverse residents comparing to Ramsey County overall with approximately 37%.

From 1956 to 1985, the dump was used for municipal, commercial, and industrial waste and wastewater treatment sludge incinerator ash. In 1989, the MPCA placed Pig's Eye Dump on the state's list of Superfund sites. The first phase of addressing environmental hazards posed by the waste took place from 2000 to 2005 and included the removal and disposal of batteries and drums containing hazardous waste, cleanup of lead-contaminated surface soil, removal and consolidation of waste, filling and grading of ponds, and installation of a two-foot soil cap over the dump's waste footprint. In addition, the cleanup included efforts to limit the amount of leachate and contaminated groundwater entering Pig's Eye Lake and Battle Creek by installing an engineered fill material into Battle Creek and Pig's Eye Lake.

Community Participation Level and Impact

The task force's plan will provide recommendations on what actions should be performed for cleanup and restoration of the area. Because the remediation (cleanup) process is guided by local, state, and federal laws, the recommendations will blend the wishes of the task force and the public with government regulations. The restoration recommendations will be more directly guided by task force members and the public.

☒ Inform ☒ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

There is no fiscal impact associated with this request for board action.

Last Previous Action

None.

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2024-661

Meeting Date: 1/14/2025

Sponsor: Public Health

Title

Appointment of Amy Caron, Director of Public Health, as the Community Health Services Administrator and Agent of the Saint Paul - Ramsey County Community Health Board

Recommendation

Appoint Amy Caron, Director of Public Health, as the Community Health Services Administrator and Agent of the Saint Paul - Ramsey County Community Health Board

Background and Rationale

Minnesota State Statutes 145A.04 requires each community health board to appoint a Community Health Services (CHS) Administrator to act on its behalf and agent of the Saint Paul - Ramsey County Community Health Board. Minnesota Rules section 4736.0110 sets forth minimum required qualifications for CHS Administrators to ensure qualified public health leadership at the local level. The CHS Administrator is responsible for the following, consistent with the Local Public Health Act and agreements:

- Assure the community health board meets the requirements of Minnesota Statutes Chapter 145A (Local Public Health Act), as well as relevant federal requirements.
- Assure the community health board meets the responsibilities outlined in the Local Public Health assurances and agreements.
- Provide input and involvement in local and state public health policy development (as well as national, where applicable).
- Communicate public health matters to the Ramsey County Board of Commissioners/Community Health Board.
- Coordinate or assure the Local Public Health assessment and planning cycle.
- Possess oversight and approval of Local Public Health Act annual reporting.
- Participate in the State Community Health Services Advisory Committee (SCHSAC) and workgroups.
- Possess signature authority for routine matters of the community health board (serve as the Agent of the Board).

The resolution associated with this action, requests board approval for Amy Caron, Director of Public Health, to serve as the CHS Administrator, for Saint Paul - Ramsey County Community Health Board's agent and authority to act as an agent on the board's behalf. As CHS Administrator, Ms. Caron will be granted signature authority for routine matters of business with the Minnesota Department of Health, such as communication, signing and submitting financial and program reports, as well as grant applications.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

Ramsey County's vision for a vibrant community where all are valued and thrive is dependent on being a community where all residents can experience fair outcomes and opportunities for advancement and growth. Public Health programs and services are directly and indirectly connected to the health and well-being of all

residents. The department under the guidance of the Public Health Director has an important role and responsibility to advance racial and health equity with an emphasis on social determinants of health and reaching underserved and racially and ethnically diverse communities in the county.

Community Participation Level and Impact

The Minnesota Department of Health provides numerous opportunities for grant funding based on assessments of the needs of Minnesota residents. Public Health engages county residents to align programming to meet their needs and applies for grants that support that work. Participation includes membership on advisory committees, work with trusted messengers and community partners that represent the diverse communities served, and a strong alignment with the Racial and Health Equity Administrators and Liaisons to advance racial and health equity through shared community power.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☐ Empower

Fiscal Impact

There is no fiscal impact associated with this request for board action.

Last Previous Action

On August 6, 2024, the Ramsey County Board approved the appointment of Diane Holmgren, Interim Director of Public Health, as the Community Health Services Administrator and Agent of the Saint Paul - Ramsey County Community Health Board (Resolution B2024-152).

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2024-722

Meeting Date: 1/14/2025

Sponsor: Public Health

Title

Master Grant Contract with the Minnesota Department of Health

Recommendation

1. Approve the Master Grant Contract with the Minnesota Department of Health for the period January 1, 2025, through December 31, 2029.
2. Authorize the Chair and Chief Clerk to execute the Master Grant Contract.
3. Authorize the County Manager to execute grants and amendments to the grant agreement in the form approved by the County Attorney's Office.
4. Authorize the County Manager to apply for and accept grant awards from the Minnesota Department of Health.
5. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

This agreement was approved on December 3, 2024, Resolution B2024-531. An omission of authorities has since been identified, so this item is being resubmitted with the additional recommendations cited in #4 and #5 which will allow the numerous revenue grant contracts from the Minnesota Department of Health to be executed in the most efficient manner.

Public Health has had a conversation with the Minnesota Department of Health (MDH) regarding use of the term "Master" when referring to this governing agreement. There are many places throughout the MDH contracting system related to this agreement and other linked agreements which will take time for review and processing.

Ramsey County receives grant funding from the Minnesota Department of Health (MDH) for numerous public health programs. In an effort to administratively simplify the review of Project Grant Agreements for community health boards, MDH has issued a Master Grant Contract for the period of January 1, 2025, through December 31, 2029.

There is no funding attached to this contract. It serves as the legal foundation for subsequent Project Grant Agreements with community health boards for all MDH grant program funding. The goal of the contract is to streamline the grant process for individual grant projects by incorporating by reference the provisions of this Master Grant Contract. A streamlined process allows Public Health to continue grant funded services without disruption and implement changes to programs that support the scope of the grants.

Project Grant Agreements will be developed for each individual grant program and will contain the program information specific to each grant, and will list the activities, budget, and contact person for the grant.

The current Master Grant Contract expires on December 31, 2024. This agreement is for the next five-year

period.

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

Ramsey County's vision for a vibrant community where all are valued and thrive is dependent on being a community where all residents can experience fair outcomes and opportunities for advancement and growth. Public Health programs and services are directly and indirectly connected to the health and well-being of all residents. Public Health has an important role and responsibility to advance racial and health equity with an emphasis on social determinants of health and reaching Black, American Indian and underserved communities in Ramsey County.

Community Participation Level and Impact

There is no community engagement associated with this request for board action.

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

This agreement has no fiscal impact. However, this will facilitate applying for and accepting Minnesota Department of Health grants, which are included as planned revenue in the 2025 Public Health budget and could also increase revenues and expenditures in Public Health.

Last Previous Action

On December 3, 2024, the Ramsey County Board of Commissioners approved the Master Grant Contract with the Minnesota Department of Health for the period of January 1, 2025 through December 31, 2029 (Resolution B2024-531)

On November 5, 2019, the Ramsey County Board of Commissioners approved the Master Grant Contract with the Minnesota Department of Health for the period of January 1, 2020 through December 31, 2024 (Resolution B2019-327).

Attachments

1. Master Grant Agreement



Master Grant Agreement for Community Health Boards

THIS MASTER GRANT AGREEMENT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Minnesota Department of Health (“MDH”) and St. Paul Ramsey County Community Health Board (“Grantee”), an independent organization, not an employee of the State of Minnesota, address: 90 West Plato Blvd., Ste. 200, Saint Paul, MN 55107. Master Grant Agreement Number: 12-700-00093.

RECITALS

1. Under Minnesota Statutes [§ 144.05](#) and [§ 144.0742](#), MDH is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. MDH and Grantee anticipate entering into project agreements with respect to one or more individual grant projects.
3. MDH and Grantee wish to streamline the project agreements for individual grant projects by incorporating by reference the provisions of this Master Grant Agreement.

NOW, THEREFORE, it is agreed:

1. TIME

1.1. Effective Date. This Master Grant Agreement shall be effective on January 1, 2025, or the date MDH obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. **Grantee must not begin work until MDH’s Authorized Representative has notified Grantee that work may commence.**

1.2 Expiration Date. December 31, 2029. MDH will enter into project agreements with Grantee for individual grant programs and responsibilities within this aforementioned time frame. The expiration of this master grant agreement is not subject to appeal.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this master grant agreement: Liability, Financial Examinations, Government Data Practices and Tax Compliance Verification, Ownership of Materials and Intellectual Property Rights, and Governing Law, Jurisdiction and Venue.

1.4 Conflict of Terminology: If any term, condition, or provision of this Master Grant Agreement is contradictory to or in conflict with any similar term, condition, or provision of a project grant agreement, then the term, condition, or provision of the project grant agreement shall take precedent and control.

2. **GRANT REQUIREMENTS.** Requirements of receiving grant funds may include but are not limited to: financial reconciliations of payments to Grantee, site visits of Grantee, programmatic monitoring of work performed by Grantee and program evaluation. Grantee will not be paid for work that MDH deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
3. **TRAVEL EXPENSES.** Grantee will be reimbursed for mileage at the current IRS rate in effect at the time the travel occurred; meals and lodging expenses will be reimbursed in the same manner and in no greater amount than provided in the current “[Commissioner’s Plan](#)” promulgated by the Commissioner of Minnesota Management and Budget (“MMB”); or, at the Grantee’s established rate (for all travel related costs), whichever is lower, at the time travel occurred. Grantee will not be reimbursed for travel and

subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

- 4. CONTRACTING AND BIDDING REQUIREMENTS.** A grantee that is a municipality, as defined in [Minn. Stat. § 471.345](#), subd. 1, is subject to the contracting requirements set forth under [Minn. Stat. § 471.345](#). Projects that involve construction work are subject to the applicable prevailing wage laws, including those under [Minn. Stat. § 177.41](#), et. seq.

5. TERMINATION

5.1 Termination by MDH or Grantee. MDH or Grantee may terminate this Master Grant Agreement at any time, with or without cause, upon 21 calendar days written notice (i.e., by mail, email, or both) to the other party.

5.2 Termination for Cause. MDH may immediately terminate this Master Grant Agreement if MDH finds there has been a failure to comply with the provisions of the Master Grant Agreement. MDH may take action to protect the interest of the State of Minnesota.

5.3 Effect of Termination. If either Grantee or MDH exercises its respective right to terminate this Master Grant Agreement, with or without cause, or if this Master Grant Agreement is otherwise terminated, any individual project grant agreement which incorporates the terms and conditions of this Master Grant Agreement shall also be terminated as of the date Master Grant Agreement terminates.

6. ASSIGNMENT, AMENDMENTS, WAIVER, AND MASTER GRANT AGREEMENT COMPLETE

6.1 Assignment. Grantee shall neither assign nor transfer any rights or obligations under this Master Grant Agreement.

6.2 Amendment. If there are any amendments to this Master Grant Agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by MDH and Grantee.

6.3 Waiver. If MDH fails to enforce any provision of this Master Grant Agreement, that failure does not waive the provision or MDH's right to enforce it.

6.4 Master Grant Agreement Complete. This Master Grant Agreement, and any incorporated exhibits, contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this Master Grant Agreement, whether written or oral, may be used to bind either party.

- 7. LIABILITY.** Each party shall be responsible for its own acts and behaviors and the results thereof. The liability of Grantee is governed by [Minn. Stat. ch. 466](#) and other applicable laws. The Minnesota Tort Claims Act, [Minn. Stat. § 3.736](#), and other applicable laws govern MDH's liability.

- 8. FINANCIAL EXAMINATIONS.** The relevant books, records, documents, and accounting procedures and practices of Grantee and any entity with which Grantee has engaged in carrying out the purpose of individual grant project agreements are subject to examination under [Minn. Stat. § 16B.98](#), subd. 8. Examinations may be conducted by MDH, the Minnesota Commissioner of Administration, and the Minnesota State Auditor, or and the Minnesota Legislative Auditor, as appropriate, for a minimum of six years from the end of the individual grant project agreements, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

9. GOVERNMENT DATA PRACTICES AND DATA SHARING

9.1 Government Data Practices. Grantee, and any other entity that the Grantee has contracted with to fulfill the purpose of this Master Grant Agreement, must comply with the Minnesota Government Data

Practices Act, [Minn. Stat. ch. 13](#), as it applies to all data provided by MDH under individual grant project agreements, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this grant agreement pursuant to [Minn. Stat. § 13.05](#), subd. 11(a). The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or MDH. If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

9.2 Data Sharing. Grantee agrees to abide by the requirements set out in Exhibit A, "Data Sharing Agreement," and its Attachment A, "Data Elements and Specifications," which is attached and incorporated into this master grant agreement and may be amended in writing from time to time by the mutual assent of the parties.

- 10. TAX COMPLIANCE VERIFICATION.** Pursuant to [Minn. Stat. § 270C.65](#), subd. 3, and all other applicable laws, Grantee consents to disclosure of its Social Security Number (SSN), Individual Tax Identification Number (ITIN), Employer Identification Number (EIN), and Minnesota Tax Identification Number (TIN), all of which have already been provided to MDH, federal and state tax agencies, and state personnel involved in the payment of state obligations. As may be applicable, these identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file tax returns and pay delinquent tax liabilities, if any, or pay other state liabilities.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

11.1 Ownership of Materials. "Materials" is defined as any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form. Grantee shall own all rights, title, and interest in all of the materials conceived, created, or otherwise arising out of the performance of individual grant agreements by it, its employees, or subgrantees, either individually or jointly with others.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. Grantee shall, upon the request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials and provide a copy of any of the Materials to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

11.2 Intellectual Property Rights. Grantee represents and warrants that Materials produced or used under individual grant project agreements do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend MDH, at Grantee's expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of individual grant project agreements, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

- 12. WORKERS' COMPENSATION.** Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, which pertains to workers' compensation insurance coverage. Grantee's employees and agents, and any contractor hired by Grantee to perform the work required by individual grant project agreements and its employees, will not be considered State 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 MDH's obligation or responsibility.
- 13. GOVERNING LAW, JURISDICTION, AND VENUE.** This Master Grant Agreement and individual grant project agreements, amendments and supplements shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Master Grant Agreement or individual grant project agreements, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. CLERICAL ERROR.** Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of Master Grant Agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Master Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.
- 15. LOBBYING**
 - 15.1** Grantee must ensure that individual grant project agreement funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - 15.2** In accordance with the provisions of [31 USC § 1352](#), if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.
 - 15.3** Providing education about the importance of policies as a public health strategy, however, is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.
 - 15.4** By signing this Master Grant Agreement, Grantee certifies that it will not use any funds received from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in [Minn. Stat. § 10A.01](#), subd. 21. This requirement also applies to any subcontractors or subgrantees that Grantee may engage for any activities pertinent to individual grant project agreements.
- 16. VOTER REGISTRATION REQUIREMENT**

Grantee will comply with [Minn. Stat. § 201.162](#) by providing voter registration services for its employees and for the public served by Grantee.

17. OTHER PROVISIONS

17.1 Debarment, Suspension and Responsibility Certification

Federal Regulation [45 CFR 92.35](#) prohibits MDH from purchasing goods or services with federal money from parties who have been suspended or debarred by the federal government. Similarly, [Minn. Stat. §§ 16C.03](#), subd. 2, and [16B.97](#), subd. 3, provides the Commissioner of Administration with the authority to debar and suspend any party that seeks to contract with MDH.

Anyone may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the federal government expects MDH to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this Master Grant Agreement, Grantee certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency;
2. Have not within a three-year period preceding this grant agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant agreement are in violation of any of the certifications set forth above.

17.2 Audit Requirements

17.2.1 If the Grantee expends total federal assistance of \$1,000,000 or more per year, the Grantee agrees to: a) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#); and, b) to comply with the Single Audit Act of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#).

Audits shall be made annually unless the Grantee is a state or local government that has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by state or local governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

17.2.2 The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."

17.2.3 The audit report shall state that the audit was performed in accordance with the provisions of [2 CFR § 200](#).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The Federal Government has approved the use of the audit guide.

In addition to the audit report, the Grantee shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

17.2.4 The Grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to Grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#).

17.2.5 Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act Amendments of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#).

17.2.6 The Statement of Expenditures form can be used for the schedule of federal assistance.

17.2.7 The Grantee agrees to retain documentation to support the schedule of federal assistance for at least four years.

17.2.8 Grantee agrees to file required audit reports within nine months of Grantee's fiscal year end. Recipients of more than \$1,000,000 in federal funds are required under [2 CFR § 200](#) to submit one copy of the audit report within 30 days after issuance to the Federal Audit Clearinghouse at the following address: www.fac.gov.

17.3 Drug Free Workplace. Grantee agrees to comply with the Drug-Free Workplace Act of 1988, as implemented at [34 CFR Part 85, Subpart F](#).

17.4 Equal Employment Opportunity. Grantee agrees to comply with the Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by regulations at [41 CFR Part 60](#).

17.5 Cost Principles. Grantee agrees to comply with the provisions of [2 CFR § 200](#), commonly referred to as the Uniform Guidance, regarding cost principles for administration of individual grant project agreements.

17.6 Rights to Inventions – Experimental, Developmental or Research Work. Grantee agrees to comply with [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.

17.7 Clean Air Act. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

17.8 No Conflict of Interest. Grantee will notify MDH when they become aware of any actual, potential, or perceived conflicts of interest as it related to this Master Grant Agreement or individual grant project agreements.

17.9 Telecommunications Certification. By signing this Master Grant Agreement, Grantee certifies that, consistent with [2 CFR § 200.216](#), and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Pub. L. 115-232](#) (Aug. 13, 2018), Grantee will not use any funding covered by

individual grant project agreements to procure, obtain, or to extend or renew a contract to procure or obtain “covered telecommunications equipment or services” (as defined in Section 889 of the Act). Grantee will include this certification as a flow down clause in any contracts related to individual grant project agreements.

18. MANDATORY DISCLOSURES

An applicant, recipient, or subrecipient of funding under an individual grant project agreement must promptly disclose whenever, in connection with the individual grant project agreement (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or [Minnesota Statutes, chapter 609](#), or a violation of the civil False Claims Act ([31 U.S.C. 3729–3733](#)) or [Minn. Stat. § 609.465](#) (prohibiting the presentation of false claims to a public officer or body). The disclosure must be made in writing to the Federal agency (if applicable), the Federal agency’s Office of Inspector General (if applicable), and MDH. Applicants, recipients, and subrecipients are also required to report matters related to recipient integrity and performance in accordance with [Appendix XII of 2 CFR § 200](#). Failure to make required disclosures can result in any of the remedies described in [2 CFR § 200.339](#). (See also [2 CFR part 180](#), [31 U.S.C. 3321](#), and [41 U.S.C. 2313](#).)

19. WHISTLEBLOWER PROTECTIONS

An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a representative of MDH or a person or body described in [paragraph \(a\)\(2\) of 41 U.S.C. 4712](#) information that the employee reasonably believes is evidence of gross mismanagement of a Federal or state contract or grant, a gross waste of Federal or state funds, an abuse of authority relating to a Federal or state contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal or state contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under [41 U.S.C. 4712](#) and [Minn. Stat. §§ 15C.145](#) and [181.932](#)-.935. See statutory requirements for whistleblower protections at [10 U.S.C. 4701](#), [41 U.S.C. 4712](#), [41 U.S.C. 4304](#), and [10 U.S.C. 4310](#).

20. AUTHORIZED REPRESENTATIVES

20.1 MDH’s Authorized Representative. The MDH’S Authorized Representative for purposes of administering this Master Grant Agreement is DeeAnn Finley, Planning Director State, Community Health Division, PO Box 64975, St. Paul, MN 55164, (651) 201-4551, deeann.finley@state.mn.us or their successor.

20.2 Grantee’s Authorized Representative. Grantee’s Authorized Representative is Diane Holmgren, Interim CHS Administrator, 90 West Plato Blvd., Ste. 200, Saint Paul, MN 55107, 651-266-1221, diane.holmgren@co.ramsey.mn.us, or their successor. Grantee’s Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this Master Grant Agreement. If Grantee selects a new Authorized Representative, Grantee must immediately notify MDH’s Authorized Representative in writing (i.e., email, mail).

IN WITNESS WHEREOF, the parties have caused this master grant agreement to be duly executed intending to be bound thereby.

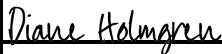
APPROVED:


1. GRANTEE:

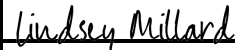
GRANTEE certifies that the appropriate person(s) have executed this Master Grant Agreement on behalf of the Grantee as required by applicable articles, by-laws, resolutions, or ordinances.


2. STATE AGENCY:

Master Grant Agreement approval as required by Minnesota Statutes §§16A.15 and 16C.05.

By (authorized signature)	
	<small>DocuSigned by:</small>
<small>4577B2CED829471...</small>	
Title: Interim Public Health Deputy Director	
Date: 11/4/2024 8:35:25 PM CST	

By (authorized signature)	
	<small>DocuSigned by:</small>
<small>8401D84E6747490...</small>	
Title: Director, Grants Office	
Date: 12/4/2024 12:25:11 PM CST	

By (authorized signature)	
	<small>Signed by:</small>
<small>53D11BFBC79243F...</small>	
Title: ACA - signing as to form	
Date: 11/7/2024 1:31:23 PM CST	

By (authorized signature)	
	<small>Signed by:</small>
<small>1763626AD27144C...</small>	
Title: Chief Clerk - County Board	
Date: 12/3/2024 9:56:29 AM CST	


By (authorized signature)	
	<small>DocuSigned by:</small>
<small>474BC5881A834CA...</small>	
Title: Board Chair	
Date: 12/4/2024 12:47:06 AM CST	



Exhibit A

COMMUNITY HEALTH BOARD DATA SHARING AGREEMENT

This Data Sharing Agreement is between the Minnesota Department of Health (“MDH”) and St. Paul Ramsey County Community Health Board, referred to hereinafter as the “Grantee.” This data sharing agreement is **limited to the data described in this agreement.**

Description of data

The MDH will provide preliminary vital event data in a weekly (or at an agreed upon statewide frequency) birth data file to Grantee that includes data from vital records for in-state vital events. Upon request, the MDH will provide preliminary vital event data in birth, and death data files to Grantee that include data from Minnesota vital records or out-of-state vital events for Minnesota residents or both. The files contain public data, confidential data, private health data, and data from out-of-state birth and death records.

On an annual basis, upon request, the MDH will release final birth and death data files to Grantee that include data from vital records for both-in-state vital events and out-of-state vital events for Minnesota residents and occurrences. These files contain public data, confidential data, private health data, and data for out-of-state birth and death records.

Data available for out-of-state births and deaths to Minnesota residents is limited to the data elements shared by the sending jurisdiction. The MDH will provide data from out-of-state birth and death records to Grantee to the extent that the data is available.

Minnesota Statutes, sections 144.215 and 144.221, authorize MDH to collect information on birth and death events occurring within Minnesota. Pursuant to Minnesota Statutes, section 144.225, certain birth record data is not public and death record data is public.

Minnesota Statutes, Section 144.225 authorizes MDH to disclose nonpublic data from Minnesota birth records, including the name and address of a mother and the child's date of birth to the county social services, tribal health department, or public health member of a family services collaborative for purposes of providing services under a family services or community based collaborative (as defined by Minnesota Statutes Section 124D.23); and health data associated with birth registration which identifies a mother or child at high risk for serious disease, disability, or developmental delay to assure access to appropriate health, social, or educational services to a tribal health department or community health board (as defined in section 145A.02, subdivision 5).

The MDH receives out-of-state birth and death record data on Minnesota residents pursuant to the National Association for Public Health Statistics and Information Systems (NAPHSIS) Inter-Jurisdictional Data Exchange (IJE) Agreement for 2021-2025 and other future agreements to follow. The IJE classifies individually identifiable data as confidential and authorizes data sharing with local public health agencies for certain purposes. Before any data sharing occurs, MDH and

local agencies must enter into a written agreement with specific terms and restrictions on data handling, storage, and use.

Upon execution of this agreement, MDH shall provide Grantee with the weekly birth and death data for the years 2025-2029. In addition, MDH shall provide Grantee with the 2025-2028 final data sets annually. MDH shall provide Grantee with all data sets, as outlined in **Attachment A**.

The MDH shall fulfill customized data requests as needed, providing reports that will contain a de-identified dataset. If further analyses are needed, the requester and MDH shall meet to discuss feasibility and scope. The MDH shall proceed with providing the information if both parties reach an agreement. Customized data requests can be made to:

HEALTH.HealthStats@state.mn.us.

Data not included

This agreement only pertains to data described in Attachment A of this exhibit. It does not include:

- Fetal Death Record data for Minnesota and out-of-state fetal death events.
- Data from records of marriage and/or divorce.
- Data from records of induced termination of pregnancy (ITOP).
- Data from the Minnesota Father's Adoption Registry.
- Data from out-of-state birth and death records that is not part of a Minnesota vital record dataset for the same event.

At this time, any data from MDH not referenced in Attachment A is outside the scope of this agreement.

Use of data

CHBs have a need to enhance their capacity to support data, epidemiology assessment and planning efforts. Additionally, CHBs/LHDs need access to vital records birth and death data (excluding fetal death) to address the multifaceted health, developmental, educational, and family-related needs of children and youth, and provide follow-up care and services.

Areas of data support include collecting, securely storing, analyzing, summarizing data, and using data for decision-making across public health areas of responsibility. Birth and death records are vital in public health decision-making efforts and Grantee will use vital records data and vital statistics to assist in better understanding natality and mortality trends for their respective county. Examples of this work may include comprehensive analysis of key rates, life expectancy, and access to prenatal care, the development of reports and dashboard, and coaching on how to interpret vital statistics data.

Local public health agencies will use statewide data for various analyses, that may differ from the methods and purposes mentioned above, tailored to their specific needs, primarily focusing on statewide trends, and conducting linkages.

Grantee will use vital records birth data to address the multifaceted health, developmental, educational, and family-related needs of children and youth, and provide follow-up care and services. In addition, the data will support the implementation of a comprehensive planning process involving all community sectors, facilitating the identification of local needs and the evaluation of existing programs. Furthermore, it will aid in integrating service funding sources to optimize access for children and families, coordinating services to streamline procedures, prioritizing family-centered approaches, and identifying and addressing institutional barriers to service coordination.

Grantee is not conducting any health-related research activities that would require an approval by an Institutional Review Board (IRB). If Grantee wishes to conduct any health-related research activities using any data provided to Grantee by MDH pursuant to this agreement, Grantee must first get approval from MDH's Institutional Review Board (IRB).

Authorities

Data used for purposes other than the purposes described in this agreement or data not included in this agreement must first be authorized in writing by the MDH and jurisdiction of occurrence. In addition, Grantee's use of the data must comply with the Local Public Health Act (Minnesota Statutes, Chapter 145A), the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13), the IJE agreement, and all other applicable laws, regulations, and agreements. To the extent that any data are classified as not public, as defined in Minnesota Statutes, section 13.02, subdivision 8a, MDH is authorized to share data with Grantee under this Agreement to:

- Conduct studies and investigations, collect, and analyze health and vital data, and identify and describe health problems under Minnesota Statutes, section 144.05;
- Coordinate and integrate local, state, and federal programs and services affecting the public's health under Minnesota Statutes, section 144.05;
- Continually assess and evaluate the effectiveness and efficiency of health service systems and public health programming efforts in the state, under Minnesota Statutes, section 144.05;
- Perform health research that requires access to confidential and private birth data, pursuant to Minnesota Statutes, section 144.225, subdivision 4;
- Enter into contractual agreements with any public entity for the provision of statutorily prescribed public health services under Minnesota Statutes, section 144.0742;
- Waive the fee under Minnesota Statutes, Rule 4601.0400 for a birth or death data report used for the purposes stated in this agreement.

Specific Restrictions of Use of Out-of-State Data

MDH receives out-of-state vital event data for Minnesota residents from the jurisdictions of occurrence. These birth and death data are received by MDH and designated as confidential under the NAPHSIS IJE Agreement for 2021-2025 and other future agreements to follow. Pursuant

to the IJE agreement, MDH is permitted to re-release these data to local public health agencies for the support of public health programs or for Health Research.

MDH will re-release data files received under the IJE agreement to Grantee, subject to the following terms and conditions:

- The data received can be used by Grantee for statistical analysis provided that no personally identifiable information is released by Grantee.
- The data received cannot be used by Grantee for any purpose other than Health Research unless Grantee defines specifically how that data will be used and the MDH approves of its use. Health Research, for purposes of this section, means a systematic study to gain information and understanding about health with the goal of finding ways to improve human health. Such study shall conform to or be conducted in accordance with generally accepted scientific standards or principles and be designed to develop or contribute to generalizable scientific knowledge.
- Any Health Research done by Grantee with the out-of-state data must be approved by the Minnesota Department of Health's Institutional Review Board (IRB).
- Vital event data received for Health Research is deemed confidential and personally identifiable information may not be released by Grantee. Specific procedures for responding to external data requests are described in the Government Data Practices section, below. Out-of-state data may only be shared or published (i.e., research findings) in an aggregate, de-identified form.
- The data files received by Grantee must be stored and transferred on a secure network.
- The data files received by Grantee must be destroyed according to MDH's record retention and confidential records destruction policies.
- Grantee is prohibited from releasing or re-releasing individual level out-of-state data provided by MDH. Use of out-of-state data will only be shared or published in aggregate form.
- Grantee is prohibited from doing any follow-back or follow-up investigations.
- MDH will determine and define the destination path of the files.
- Grantee must notify MDH within 24 hours of discovery of any security breach of data received under this agreement.

Method of data access or transfer

MDH will generate and transfer the birth and death data files securely using an efficient mechanism that is agreeable to both the MDH and data recipient. The transfer method and frequency is subject to change as technology advances and MDH modernizes its data exchange processes.

Data privacy and security

Storing the birth and death data file or files generated from this data on a personal computer is prohibited. The data file and files generated from this data must be stored on the Grantee's secured server to ensure data integrity and confidentiality. If there are changes to the data security protocol or a data security incident, the Grantee will report this immediately to the MDH's Institutional Review Board (IRB) and MDH.

Destruction of data

Grantee shall permanently delete record level data files but may retain any summary data generated from them or summary data provided by MDH. This shall be done within five years of receiving each record level file, including out-of-state data. Electronic and paper hard copies that contain record-level data from the original files must be permanently deleted or shredded and disposed of by a professional, licensed document disposal company. Grantee shall certify to the MDH Authorized Representative the fact and date of destruction of all record level data.

Government Data Practices

Grantee and MDH must comply with the Minnesota Government Data Practices Act and all other applicable laws and regulations as they apply to all data provided by MDH under this Agreement. The civil remedies of Minn. Stat. § 13.08, "Civil Remedies" apply to Grantee and MDH.

If Grantee receives a request to release the data provided by MDH under this Agreement, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of data of the requesting party before the data are released. MDH's response to the request must comply with the applicable law.

Attachment A: Data Elements and Specifications

Birth Data Elements:

Record Type: Instate/Out-of-state

State file number

Record designated as public

Date filed

Child's full name

Child's date of birth

Child's sex

Birth facility (name, id, country, state, city, address, zip code)

Place of birth type

Parents' full name (includes mother's full maiden name)

Parents' date/time of birth

Parents' age

Parents' birthplace

Parents' address

Parents' education

Parents' race/ethnicity

All geographical variables

Attendant's name, title, address

Child's medical information

- Infant transferred to facility, birth weight, gestational age, apgar score, infant breastfed, hepatitis B/immune globulin vaccine, plurality, birth order, infant alive at time of filing/disposition
- Abnormal conditions
- Congenital anomalies

Mother's medical information

- Mother transferred for maternal medical or fetal indications for delivery, WIC received, drug use, principal source of payment, cigarette use, marital status
- Risk factors
- Characteristics of labor
- Infection present/treated
- Onset of labor
- Method of delivery
- Prenatal information (includes height, weight, date of last menses)
- Prenatal obstetric procedures

- Previous pregnancy (includes live births and outcomes) information
- Maternal morbidity

Death Data Elements:

State file number

Date filed

Decedent's full name

Decedent's maiden name

Decedent's sex

Decedent's age

Decedent's date/time of death

Decedent's date of birth

Decedent's place of birth

Decedent's occupation

Decedent's industry

Decedent's residence address

Decedent's place of death (facility, country, state, city, county, zip code)

Decedent's race/ethnicity

Decedent's marital status

Decedent's education

Decedent's veteran status

Decedent's cause and manner of death

Injury information

ICD-10 and race/ethnicity codes

Tobacco contributed to death

Autopsy Results

Disposition

Medical certifier's name, license number, title, address

Spouse/parents/informants information

Funeral directors name

Funeral home information

All geographical variables

Certificate Of Completion

Envelope Id: C15CC09D084943549AB17689555DD869

Status: Completed

Subject: Master Grant Agreement 2025-29_SP Ramsey CHB

Source Envelope:

Document Pages: 15

Signatures: 5

Certificate Pages: 3

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Dee Finley

625 Robert St. N

PO Box 64975

St. Paul, MN 55164

Deeann.Finley@state.mn.us

IP Address: 156.98.136.30

Record Tracking

Status: Original

10/28/2024 9:28:07 AM

Holder: Dee Finley

Deeann.Finley@state.mn.us

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Department of Health

Location: DocuSign

Signer Events


Diane Holmgren

diane.holmgren@ramseycounty.us

Interim Public Health Deputy Director

Security Level: Email, Account Authentication
(None)**Signature**

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Signature Adoption: Pre-selected Style

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Lindsey Millard

lindsey.millard@co.ramsey.mn.us

ACA - signing as to form

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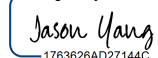
Jason Yang

Jason.yang@co.ramsey.mn.us

Chief Clerk - County Board

Security Level: Email, Account Authentication
(None)

Signed by:



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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Victoria Reinhardt

Victoria.reinhardt@co.ramsey.mn.us

Board Chair

Security Level: Email, Account Authentication
(None)

DocuSigned by:



447BC5881A834CA...

Signature Adoption: Pre-selected Style

Using IP Address: 65.128.59.146

Signed using mobile

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Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Payment Events	Status	Timestamps

Board of Commissioners

Request for Board Action

Item Number: 2024-692

Meeting Date: 1/14/2025

Sponsor: Parks & Recreation

Title

Access Agreement with Ramsey Washington Metro Watershed District for McKnight Basin Stormwater Maintenance/Repairs

Recommendation

1. Approve the agreement with Ramsey Washington Metro Watershed District for access to the McKnight Basin on county property to perform sediment removal work from stormwater detention ponds.
2. Authorize the Chair and Chief Clerk to execute the access agreement.

Background and Rationale

The Ramsey Washington Metro Watershed District (RWMWD) wishes to partner with Ramsey County to perform stormwater maintenance and/or repairs to the McKnight Basin on county-owned property as part of their annual Capital Improvement Project construction for 2025.

McKnight Basin is a stormwater detention pond located along Battle Creek, northeast of the intersection of McKnight Road and Upper Afton Road. The proposed work will involve mobilization of equipment and materials to perform the sediment removal from the stormwater detention pond, at culvert ends and inlet pools.

The RWMWD issues an annual contract for the maintenance of RWMWD facilities and waterways and will pay for the construction costs related to these specific projects. This Access Agreement will allow the RWMWD and its hired contractor to perform the repairs and restoration work on county property as long as disruptions of county infrastructures are minimized.

County Goals (Check those advanced by Action)

☐ Well-being

☐ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

Battle Creek Regional Park is located in a highly underserved community of approximately 37% people of color and concentrated poverty of approximately 20% in the city of Saint Paul. Degraded natural resource environments cause a lack of balance that effects the ecosystem services such as flood mitigation, carbon sequestration, and diversity in the living environment. While the drainage improvements are localized, the effect of maintaining the stormwater infrastructure has long term benefits within Battle Creek Regional Park. Battle Creek Regional Park serves as a regional amenity for its trails, facilities, and natural resources. Improvements will improve stormwater drainage for Battle Creek, Battle Creek Regional Park, and downstream areas resulting in improved stormwater flow, water quality, and reduced impact on stream edges prior to discharge into Pigs Eye Lake and the Mississippi River.

Community Participation Level and Impact

All aspects of the project including design, development and community engagement were led by RWMWD. Prior to the start of the project, the RWMWD will add this project to their construction project list to notify

residents of the community of project activities at: <https://rwmwd.org/projects/>.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

RWMWD will conduct damage assessments, prepare design drawings and specifications for bids and will pay for the necessary construction costs. Ramsey County will not incur any costs of design, construction or maintenance of the project.

Last Previous Action

On February 5, 2019, the Ramsey County Board of Commissioners approved an Access Agreement with RWMWD for McKnight Basin Stormwater Maintenance Repairs/Maintenance per resolution (B2019-033).

Attachments

1. Access Agreement and Exhibits

**ACCESS AGREEMENT BETWEEN
RAMSEY COUNTY AND THE RAMSEY-WASHINGTON METRO WATERSHED DISTRICT
FOR MCKNIGHT BASIN STORMWATER MAINTENANCE**

This Agreement (AGREEMENT) is made by and between the County of Ramsey, a political subdivision of the State of Minnesota (COUNTY), and the Ramsey-Washington Metro Watershed District, a political subdivision of the State of Minnesota (RWMWD).

RECITALS

- A. Ramsey-Washington Metro Watershed District (RWMWD) is requesting permission to access the Upper Afton area of Battle Creek Regional Park owned by Ramsey County to perform sediment removal work as part of their 2025 Capital Improvement Project (CIP) Maintenance project as identified in Exhibit A. McKnight Basin is a storm water detention pond located along Battle Creek, northeast of the intersection of McKnight Road and Upper Afton Road.
- B. RWMWD has an interest in partnering with Ramsey County (COUNTY) to perform stormwater maintenance and/or repairs to an existing detention pond and detention basin within St. Paul, Minnesota.
- C. RWMWD issues an annual construction contract for the maintenance and/or repairs of District facilities and waterways.
- D. RWMWD and COUNTY have a mutual interest in the maintenance and/or repairs of the aforementioned pond and basin within park property.
- E. RWMWD agrees to conduct initial damage assessments, prepare design drawings and specifications for bids within the COUNTY property as part of RWMWD's 2025 maintenance contract, and RWMWD agrees to pay for all design and construction costs related to this specific project on COUNTY property; and
- F. COUNTY authorizes RWMWD and its hired contractor(s) to perform repairs and restoration work on its premises and property as long as disruption to COUNTY infrastructures are minimized.

NOW THEREFORE, based on the mutual promises and the terms and conditions stated herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, COUNTY and RWMWD agree as follows:

1. **Term and Termination.** This AGREEMENT is effective when executed by both parties and will remain in effect until June 30, 2025, unless earlier terminated by mutual, written agreement of the parties.

2. **Access.** RWMWD, its employees, agents and contractors may occupy COUNTY property as designated on **Exhibit A** to this Agreement, attached and incorporated herein (the “PROJECT AREA”).
3. **Permitted Construction Access.** RWMWD may have access across COUNTY land on foot and with the equipment necessary for the implementation of the PROJECT as designated on **Exhibit A and Exhibit B**, which may include, but not be limited to, the following: dump truck, mid- to large-size excavator, skiddy, and pickup truck or similarly sized vehicle with dual wheel trailer. If any non-standard equipment is needed, RWMWD will notify the COUNTY five (5) business days prior to the use of such equipment. RWMWD will repair any damage or disturbance to COUNTY property due to its exercise of access. Upon reasonable notice to RWMWD, COUNTY may thereafter adjust access routes, provided any such route will remain reasonably convenient to RWMWD. RWMWD shall notify COUNTY seventy-two (72) business hours prior to entering the PROJECT AREA to begin PROJECT activity. For purposes of this Section, such notice may be delivered to COUNTY via email to the Ramsey County Parks & Recreation Director of Planning and Development at scott.yonke@co.ramsey.mn.us.
4. **Project Activities.** RWMWD may have access to the PROJECT AREA by COUNTY to execute various project activities essential to the successful design of the PROJECT. These activities encompass but are not limited to:
 - a. **Activities:** The proposed activities will consist of mobilization of equipment and materials to perform operations involving the removal of sediment/muck/vegetation from stormwater detention ponds, at culvert ends, and inlet pools. The removed sediment will be loaded, hauled and delivered to an offsite location as determined by the contractor in accordance with all state regulations. All necessary construction entrances and erosion control measures will be installed prior to the commencement of work.
 - b. **Trail Closure:** A portion of park trail adjacent to the McKnight Basin will be closed in order to complete project activities as identified in Exhibit A.
 - c. **Construction Management:** The RWMWD will provide all on-site construction observation and contract management throughout the duration of the project.
5. **Project Restoration:** RWMWD and its contractors will be responsible to repair any site damage caused by RWMWD’s construction activities and restore area to a condition equal to or better than the pre-project condition. RWMWD will coordinate with the COUNTY in requesting additional direction and involvement with COUNTY and its contractors when necessary. For purposes of this Section, site damage includes replacement and/or repair to roads and parking lot, bituminous and concrete surfaces, trails, utilities, signs, pavement, turf, vegetation, and fencing caused by construction activities. If restoration is necessary, COUNTY may impose conditions on equipment location or operations that do not result in a material inconvenience, or a materially greater cost, risk of property loss, or liability risk for RWMWD. RWMWD will restore any land disturbance substantially to the pre-disturbance condition.
6. **Project Notification and Signs.** RWMWD will require its contractor to meet all local requirements for traffic control and public safety, to provide for public safety, and to keep the

project site clean and clear of obstruction to the public. In the event park trails require temporary closure, RWMWD will require its contractor to place barricades and signs at all park trail entrances that lead toward the work site. RWMWD will provide COUNTY at least one week's notice prior to mobilization to the site to allow for proper "on-line" trail closure notification system updates to the public. RWMWD will provide and install necessary signage required to alert users of the COUNTY property about PROJECT construction activity, subject to COUNTY's approval, which will not be unreasonably withheld. Signage will be removed by RWMWD promptly after completion of the PROJECT.

7. **RWMWD Contractor Insurance.** RWMWD will require that any contractor performing work on COUNTY property under this AGREEMENT obtain and will provide to the COUNTY a certificate of insurance indicating, levels of liability and insurance coverage as specified below before entering County property under this AGREEMENT.

Insurance with coverage equal to or exceeding the stated limits.

<i>Commercial General Liability</i>	<i>Limit: \$1,500,000 per Occurrence, \$1,500,000 general aggregate</i>
<i>Auto (owned, hired, and non-owned)</i>	<i>Limit: \$1,000,000</i>
<i>Workers Compensation/Employers' Liability</i>	<i>In accordance with legal requirements applicable to contractor</i>

RWMWD also will require the contractor to list the COUNTY as an additional insured, pursuant to the following language:

Additional Insured Language: The Contractor's certificate of insurance will state: "*Ramsey County, its officials, employees, volunteers and agents are Additional Insured to the Contractor's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.*"

8. **County Obligations.** With respect to any subsurface digging, on request by RWMWD, COUNTY will give RWMWD any information in its possession regarding subsurface structures or utilities. COUNTY will cooperate with RWMWD in securing permits and approvals in its status as landowner and will timely process any permit or approval that it requires.
9. **Indemnity.** RWMWD will defend and indemnify COUNTY, and hold it harmless, against any and all liability, costs, damages, claims, or actions, that COUNTY, its officials or employees, hereafter may incur, to the extent resulting from a negligent or willful act or omission of RWMWD, its managers or employees, or its failure to adequately perform an obligation under this AGREEMENT. COUNTY will indemnify RWMWD and hold it harmless against any and all liability, costs (including reasonable attorney fees), damages, claims, or actions that RWMWD, its managers, employees, contractors, and agents, hereafter may incur, to the extent resulting from a negligent or willful act or omission of

COUNTY, its officials or employees, or its failure to adequately perform an obligation under this AGREEMENT.

10. **Limitation of Liability.** Notwithstanding any other term of this AGREEMENT, neither party waives immunity in tort. This AGREEMENT creates no right in and waives no immunity, defense, or liability limit with respect to any third party. Nothing hereunder constitutes the intent for one party to be responsible for the acts or omissions of the other pursuant to Minnesota Statutes §471.59, subdivision 1a.
11. **Notices.** Except as provided in Sections 3, 4, 5, and 6 of this AGREEMENT, whenever it is required or permitted by this AGREEMENT that notice or demand be given or served by either party to or on the other party, such notice or demand shall be delivered personally or mailed by United States mail to the addresses hereinafter set forth by certified mail. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above. The addresses of the parties hereto for such mail purposes are as follows, until written notice of a change of such address has been given:

As to COUNTY: Ramsey County
Parks and Recreation Department
2015 North Van Dyke Street
Maplewood, MN 55109-3796

As to RWMWD: Ramsey-Washington Metro Watershed District
2665 Noel Drive
Little Canada, MN 55117
12. **Relationship of the Parties.** Nothing contained in this AGREEMENT will be deemed or construed to create a partnership, joint venture, or other fiduciary relationship between the parties. Neither party is authorized to act as an agent or on behalf of the other party.
13. **No Waiver.** No party will be deemed to have waived any portion of this AGREEMENT or the exercise of any rights held under this AGREEMENT unless such waiver is made expressly in writing.
14. **Severability.** If any provision or term of this AGREEMENT for any reason is declared invalid, illegal or unenforceable, such decision will not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction completed hereby; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for either party. The remaining provisions will remain in full force and effect as if this AGREEMENT had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this AGREEMENT without including any such part or portion which may be hereafter declared invalid.

15. **Signatures/Execution.** Each person executing this AGREEMENT on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This AGREEMENT may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this AGREEMENT will be as valid as an original signature of such party and will be effective to bind such party to this AGREEMENT. The parties further agree that any document containing, or to which there is affixed, an electronic signature will 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 transmitted by any electronic means, including without limitation a facsimile 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 will not affect the enforceability of this AGREEMENT.
16. **Governing Law.** COUNTY and RWMWD agree that the laws of the State of Minnesota will govern all questions and interpretations concerning the validity and construction of this AGREEMENT and the legal relations between the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this AGREEMENT is and will be deemed the result of negotiation among the parties and their respective legal counsel and will not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this AGREEMENT will be brought solely in the courts of the State of Minnesota, Second Judicial District, or the United States District Court for the District of Minnesota.
17. **Entire Agreement.** This AGREEMENT represents the entire agreement between County and RWMWD. This AGREEMENT supersedes all prior discussions, licenses, understandings, and other agreements of the parties, oral or written, relating to the transaction represented hereby.
18. **Headings.** The section headings herein are for reference purposes only and will not otherwise affect the meaning, construction, or interpretation of any provision of this AGREEMENT.
19. **Incorporation of Recitals and Exhibit.** The Recitals and **Exhibit A** and **Exhibit B** are true and correct and are incorporated into this AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT to be effective as of the date last written below.

[The rest of this page is left blank intentionally; signature page follows]

RAMSEY WASHINGTON METRO WATERSHED DISTRICT

By: _____

Tina Carstens, Administrator

Date: _____

WHEREFORE, this Agreement is duly executed on the last date written below.

RAMSEY COUNTY

By: _____

Ramsey County Board of Commissioners

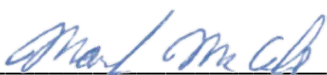
Date: _____

By: _____

Jason Yang, Chief Clerk

Ramsey County Board of Commissioners

Date: _____

By: 

Mark McCabe,

Director of Ramsey County Parks & Recreation

Date: 12/19/2024

Approved as to form and insurance:



Assistant County Attorney

Exhibit A

[Exhibit page follows]

Exhibit B

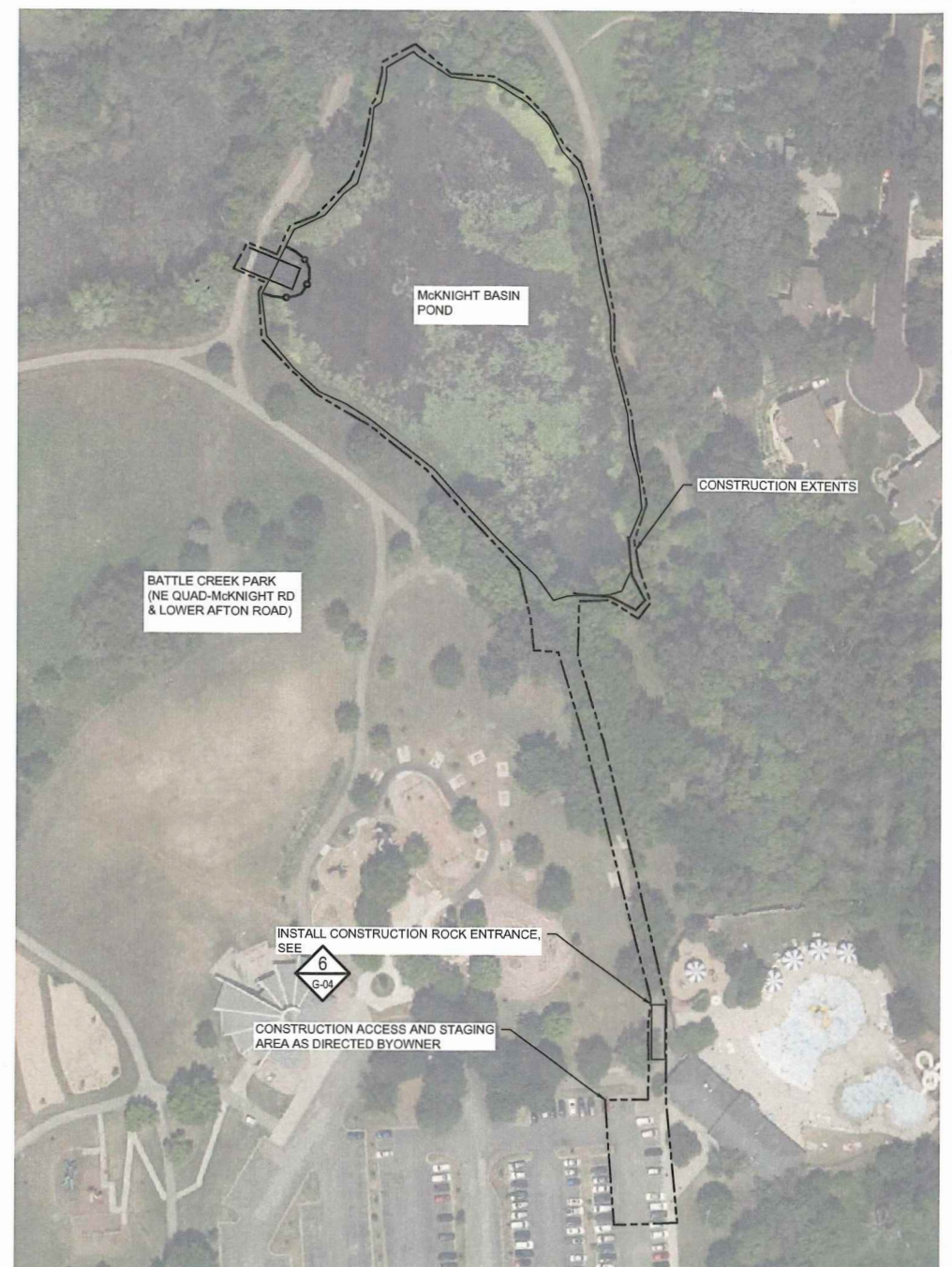
[Exhibit page follows]



1 PLAN: McKNIGHT BASIN CLEANOUT

SCALE IN FEET

0 30 60



2 PLAN: McKNIGHT BASIN ACCESS

SCALE IN FEET

0 100 200

GENERAL NOTES:

- RESTORE DISTURBED SLOPES WITH NATIVE SEED AND STRAW MULCH BLANKET AS DIRECTED BY THE OWNER.
- CONTRACTOR SHALL PROTECT AND CLEAN ALL PAVEMENT AND HAUL ROADS WHEN WORK IS COMPLETE.
- DAMAGE TO EXISTING PAVEMENT AND SITE FEATURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR TO SUBMIT CONTROL OF WATER PLAN TO PROTECT DOWNSTREAM WATERBODIES 2 WEEKS PRIOR TO SITE MOBILIZATION.
- NOTIFY DAVE VLASIN, RAMSEY WASHINGTON METRO WATERSHED DISTRICT, AT 651-792-7972 PRIOR TO BEGINNING ANY AND ALL CONSTRUCTION ACTIVITIES TO INSPECT EROSION/SEDIMENT CONTROL PRACTICES.
- SPECIFIED EROSION/SEDIMENT CONTROL PRACTICES SHOWN ARE THE MINIMUM. ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.
- ALL NATIVE VEGETATION SURROUNDING BASINS SHALL BE PROTECTED. DAMAGE TO NATIVE RESTORATION AREAS SHALL BE REPAIRED IN-KIND AND MAINTAINED AT THE COST OF THE CONTRACTOR.
- DISTURBANCE TO TURF TO BE RESTORED WITH SEED AND MULCH BLANKET AS DIRECTED BY OWNER.
- CONTRACTOR TO PROTECT, REPAIR OR REPLACE ALL DAMAGED PATH FROM CONSTRUCTION ACTIVITIES. ONLY AREAS SHOWN ON DRAWING REQUIRING REPLACEMENT WILL BE MEASURED AND CONSIDERED FOR PAVEMENT.

LEGEND

- 845 ——— EXISTING MAJOR CONTOUR
- 844 - - - - - EXISTING MINOR CONTOUR
- 845 ——— PROPOSED MAJOR CONTOUR
- 844 - - - - - PROPOSED MINOR CONTOUR
- CONSTRUCTION LIMITS
- - - - - EDGE OF WATER
- PARCEL BOUNDARY
- FLOATING SILT CURTAIN

ISSUED
FOR BID

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		CLIENT PERMIT BID CONSTRUCTION RECORD	10/09/2024 11/15/2024 11/15/2024 11/15/2024 11/15/2024	Project Office: BARR ENGINEERING CO. 4300 MARKETPOINTE DRIVE SUITE 200 MINNEAPOLIS, MN 55435 Ph: 1-800-632-2277 Fax: (952) 632-2601 www.barr.com		Scale Date Drawn Checked Designed Approved	AS SHOWN 11/15/2024 EMO GWB BARR BJL	CAPITAL IMPROVEMENT PROJECT (CIP) MAINTENANCE/REPAIRS 2025		BARR PROJECT No. 23/62-0282.26 CLIENT PROJECT No.	
PRINTED NAME SIGNATURE DATE	BRAD LINDAMAN <i>[Signature]</i> 11/15/2024	RELEASED TO/FOR	A B C 0 1 2 3	Corporate Headquarters: Minneapolis, Minnesota Ph: 1-800-632-2277		RAMSEY-WASHINGTON METRO WATERSHED DISTRICT		SITE 5 McKNIGHT BASIN CLEANOUT		DWG. No. C-05	REV. No. 0
NO.	BY	CHK.	APP.	DATE	REVISION DESCRIPTION						
0	EMO	GWB	BJL	11/15/2024	ISSUED FOR BID						
A	EMO	GWB	BJL	10/28/2024	RELEASED FOR PROJECT CONSIDERATION						

McKnight Basin Traffic Control

Exhibit B: McKnight Basin Traffic Control

Legend



Board of Commissioners

Request for Board Action

Item Number: 2024-706

Meeting Date: 1/14/2025

Sponsor: Parks & Recreation

Title

Agreement with Terra General Contractors LLC for Battle Creek Waterworks Remodel Part 2 Design Build

Recommendation

1. Approve the selection of and agreement with Terra General Contractors LLC, 21025 Commerce Boulevard, Suite 1000, Rogers, MN 55374 for Part 2 Design-Build services for the Battle Creek Waterworks Remodel Project, for the period of contract execution through December 30, 2026, in the amount of \$5,066,682.
2. Accept and approve the updated Battle Creek Waterworks Remodel Project estimated budget and financing plan in the amount of \$5,537,254.
3. Authorize the Chair and Chief Clerk to execute the agreement.
4. Authorize the County Manager to reallocate funds from previously approved Parks & Recreation capital projects to fund the Battle Creek Waterworks Remodel Project.
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 available funding.

Background and Rationale

Ramsey County owns and operates the Battle Creek Waterworks waterpark facility located on 1.5 acres at 2401 Upper Afton Road East, Maplewood, Minnesota 55119. The waterpark was constructed in 2000 to serve the community as a family waterpark within the Ramsey County regional park system. It currently hosts approximately 25,000 visitors each season from early June through mid-August. As the facility is nearing 25 years old, immediate needs include repairs to mechanical systems, American with Disabilities Act accessibility upgrades, energy efficiency upgrades, pool improvements, and new amenities to enhance the user experience. This remodel will attract a broader age demographic, reduce annual maintenance and operational burdens and modernize the amenity.

The Battle Creek Waterworks Project will be funded through a combination of state bonding, state Legacy Amendment funding and Metropolitan Council funds.

Project services will be provided through a two-phase approach. Each part is subject to a separate agreement:

- Part 1 was completed in the fall of 2024 and resulted in a design of sufficient detail to permit the proposer to arrive at a Guaranteed Maximum Price for the project.
- Part 2 includes development of construction documents, bidding packages which will providing complete construction phase services, including construction management.

During the 2023 Minnesota legislative session, modernization funding was approved by the legislature to support infrastructure projects within the regional parks and trails system.

In February 2024, the Ramsey County Board authorized the County Manger to establish a project budget for the Battle Creek Waterworks remodel and on July 23, 2024, the Ramsey County board approved the project

budget and financing plan.

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

The Battle Creek waterpark serves the racially and ethnically diverse population of Maplewood and Saint Paul. While this is a regionally recognized amenity, improvements to the waterpark will directly benefit local community. The waterpark provides seasonal employment opportunities of which Parks & Recreation has been successful in increasing the percentage of racially diverse staff who work at the waterpark. There are opportunities to advance contracting and workforce inclusion efforts through the construction project. Parks has stated diverse workforce goals within the vendor agreement for the construction project.

Community Participation Level and Impact

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 of people of color. Community engagement was conducted at the facility in August of 2023, asking users about their preferred amenities, food and snack policy at the facility and group rentals. Results were disaggregated by race to identify differences in needs, though no discernable difference was discovered. Of the responses, 51% identified as White, 20% as Black or African American, 14% as Asian or Pacific Islander, 8% as Multiracial, and 4% as Hispanic/Latinx. Results from the engagement has factored heavily in decision-making during the design process. In May of 2024 design options and engagement results were brought to the Parks Advisory Commission for discussion and feedback which resulted in positive feedback and refinement of preferred amenities.

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

Design work and planning revealed that the waterpark will need to be closed during the 2025 season. Parks submitted a "major changes" form to Finance noting the fiscal impact to the 2025 budget. The overall 2025 Parks & Recreation operating budget is projected to be a balanced despite the temporary closure of the waterpark. Parks will submit a budget for the 2026-2027 budget process that will reflect utilization of the redeveloped waterpark facility. The 2026-2027 waterpark operational budgets are expected to be balanced.

Last Previous Action

On September 17, 2024, the Ramsey County Board of Commissioners pledged completion of the Battle Creek Waterworks Remodel to Minnesota Management and Budget for Release of Bond Funding (Resolution B2024-176).

Attachments

1. Project Budget and Finance Plan
2. Part 2 Agreement

Battle Creek Waterworks Remodel
Estimated Budget & Financing Plan

Estimated Financing Plan

Legacy Amendment Parks & Trails Fund	\$1,077,068
Met Council Operations/Maintenance Fund	\$577,000
State of Minnesota Modernization Fund	\$1,313,521
2024 Minnesota State Bond Grant Fund	\$2,425,665
Met Council Regional Rehab Fund	\$144,000
TOTAL	\$5,537,254

Estimated Budget

Part 1 Design/Build Contract	\$148,645
Part 2 Design/Build Contract	\$5,066,682
Owner Items	\$321,927
TOTAL	\$5,537,254



**AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER FOR THE
BATTLE CREEK WATERWORKS REMODEL PROJECT
PART 2 AGREEMENT**

- 1. GENERAL PROVISIONS**
- 2. OWNER**
- 3. DESIGN/BUILDER**
- 4. TIME**
- 5. PAYMENTS**
- 6. PROTECTION OF PERSONS AND PROPERTY**
- 7. INSURANCE AND BONDS**
- 8. CHANGES IN THE WORK**
- 9. CORRECTION OF WORK**
- 10. DISPUTE RESOLUTION -- MEDIATION AND ARBITRATION**
- 11. MISCELLANEOUS PROVISIONS**
- 12. BASIS OF COMPENSATION**
- 13. OTHER CONDITIONS AND SERVICES**

AGREEMENT made

BETWEEN the Owner:
Ramsey County Parks & Recreation
2015 Van Dyke Street
Maplewood, MN 55109

and the Design/Builder:
Terra General Contractors, LLC
21025 Commerce Blvd, Ste 1000
Rogers, MN 55347

For the following Project:
Battle Creek Water Works Remodel Project, as described in the Owner's Request for Proposals ("RFP")
PRK0000023713 – Battle Creek Waterworks Remodel Project, including addenda.

This Project is made up of two (2) phases. See the Part 1 Agreement for the description of the Part 1 services provided by the Design/Builder.

This Part 2 Agreement includes the balance of design, construction documents, bidding, and construction services for the Project. See **Exhibit A** - Scope of Work, attached hereto and made a part of this Part 2 Agreement, for a description of Parts 2 services. Part 2 services will be provided using the Design/Build delivery method.

The architectural, landscape architectural, civil, structural, mechanical, and electrical engineering services for the services described in Article 3 of this Part 2 Agreement will be provided by the following persons or entities, lawfully licensed to practice architecture or engineering in the State of Minnesota, both of which shall be referred to as the "Architect" in this Part 2 Agreement with respect to their respective scopes.

Name and address	Registration Number	Relationship to Design/Builder
James O'Shea - 125 SE Main St. #100, Minneapolis, MN 55414	23325	Architect or Record
Craig Milkert – 125 SE Main St. #100, Minneapolis, MN 55414	18360	Structural Engineer
Charles Evens – 310 South 4th Ave, Minneapolis, MN 55415	50575	Landscape Architect
Nicholas P. Adams – 3440 Federal Drive, Ste 110, Eagan, MN 55122	43856	Civil Engineer
John Wuollet – Dunham, 50 S. 6th #1100, Minneapolis, MN 55402	61683	Electrical Engineer
Matthew Freeby – 100 Park Avenue, Beaver Dam, WI 53916	26045	Pool Consultant/Architect

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

TERMS AND CONDITIONS -- PART 2 AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 The Contract Documents consist of the Part 1 Agreement, including the Exhibits, to the extent not modified by this Part 2 Agreement; the Design/Builder's Design Documents approved by the Owner under the Part 1 Agreement; this Part 2 Agreement; the Construction Documents approved by the Owner in accordance with Section 3.2.3 of this Part 2 Agreement; and Modifications issued after execution of this Part 2 Agreement. A Modification is a Change Order to this Part 2 Agreement signed by both parties, or a Construction Change Directive issued by the Owner in accordance with Section 8.3 of this Part 2 Agreement. If there are inconsistencies among the Contract Documents or among the attachments to this Part 2 Agreement, the more detailed shall prevail over the general and the inconsistencies shall be interpreted in favor of the Owner.

§ 1.1.2 The term "Work" means all design, bidding, and construction services provided by the Design/Builder to fulfill the Design/Builder's obligations.

§ 1.2 EXECUTION, CORRELATION AND INTENT

§ 1.2.1 It is the intent of the Owner and the Design/Builder that the Contract Documents include all items necessary for proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Design/Builder shall be required only to the extent consistent with and reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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

§ 1.2.3 Nothing contained in this Part 2 Agreement shall create a contractual relationship between the Owner and any person or entity other than the Design/Builder.

§ 1.3 OWNERSHIP AND USE OF ELECTRONIC DATA AND DOCUMENTS

§ 1.3.1 The Owner owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works created under this Part 2

Agreement and for which the Design/Builder has received Final Payment. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire".

§ 1.3.2 "Electronic Data" means any and all items resulting from the use of any software program stored in digital format on hard disks, floppy disks, zip drives, CD-ROM discs, magnetic tapes of all types and kinds, microfiche, punched cards, punched tape, computer chips (including but not limited to EPROM, PROM, ROM and RAM of any kind) or in any other vehicle for digital data storage or transmittal, including labels appended to or associated with any physical storage device associated with each original and each copy.

§ 1.3.3 Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, created or originated by the Design/Builder, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract that are actually provided to the Owner as deliverables, that are deliverables in draft form or still "in-progress", or that are expected to become part of the deliverables. "Works" includes "Documents". "Documents" are comprised of written and electronic forms of deliverables created under the terms of this Part 2 Agreement, and of Electronic Data including the originals of any data or databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Design/Builder, its employees, agents or subcontractors, in the performance of services under the terms of this Part 2 Agreement.

§ 1.3.4 The Documents actually provided to the Owner as Deliverables, that are Deliverables in draft form or still "in-progress", or that are expected to become part of the Deliverables will be the exclusive property of the Owner upon payment in accordance with the provisions of this Part 2 Agreement, and all such Documents must be immediately provided to the Owner by the Design/Builder upon termination of this Part 2 Agreement or upon request. For Deliverables in draft form or still "in-progress", or that are expected to become part of the Deliverables, "Final Payment" means payment of the cost for the services provided to create the Documents to the then-current stage of completion. The Design/Builder assigns all right, title, and interest it may have in the Work to the Owner for which it has received Final Payment.

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

§ 1.3.6 Documents in electronic form shall be provided to the Owner in both native format and PDF. The Design/Builder may retain copies of the Documents only for purposes of performance under the terms of this Part 2 Agreement and for its records as part of the Project file and may not use any such Documents for any other purposes without the prior written consent of the Owner except that the Architect may reuse details and specifications contained in the Works and Documents which have been developed by the Architect as the Architect's standards for similar public projects.

§ 1.3.7 The Owner shall have the right to use the drawings, specifications, and other documents and electronic data furnished by the Design/Builder without the written permission of the Design/Builder. Such use shall be at the Owner's risk.

ARTICLE 2 OWNER

§ 2.1 The Owner designates Brett "Gus" Blumer as its representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine documents submitted by the Design/Builder and shall render decisions in a timely manner and in accordance with the schedule accepted by the Owner. The Owner may obtain independent review of the Contract Documents by a separate architect, engineer, contractor or cost estimator under contract to or employed

by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Work.

§ 2.2 The Owner may appoint an on-site project representative to observe the Work and to have such other responsibilities as the Owner and the Design/Builder agree to in writing.

§ 2.3 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Design/Builder's Applications for Payment, except in relation to any dispute between the parties.

§ 2.4 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Construction Documents, the Owner shall give prompt written notice thereof to the Design/Builder.

§ 2.5 The Owner shall communicate with persons or entities employed or retained by the Design/Builder through the Design/Builder, unless otherwise directed by the Design/Builder.

ARTICLE 3 DESIGN/BUILDER

§ 3.1 SERVICES AND RESPONSIBILITIES

§ 3.1.1 Design services required by this Part 2 Agreement shall be performed by qualified architects and other design professionals. The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design/Builder. . Prior to the termination of the services of the Architect or any other design professional designated in this Part 1 Agreement, the Design/Builder shall identify to the Owner in writing another architect or design professional with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the Architect or other design professional whose services are being terminated. The Design/Builder shall be responsible for any additional costs associated with the other architectural or design professionals.

§ 3.1.2 The agreements between the Design/Builder and the persons or entities identified in this Part 2 Agreement, and any subsequent modifications, shall be in writing. These agreements, including financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner upon request.

§ 3.1.3 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees, subcontractors and their agents and employees, and other persons, including the Architect and other design professionals, performing any portion of the Design/Builder's obligations under this Part 2 Agreement.

§ 3.2 BASIC SERVICES

§ 3.2.1 The Design/Builder's Basic Services are described below and in Article 14.

§ 3.2.2 The Design/Builder designates Matt Ecklund as its representative authorized to act on the Design/Builder's behalf with respect to the Project.

§ 3.2.3 The Design/Builder shall submit Construction Documents for review and approval by the Owner in accordance with the Project Schedule, attached hereto and made a part of this Part 2 Agreement as **Exhibit B**. Construction Documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:

- 3.2.3.1 Develop in greater detail the intent of the Design Documents approved by the Owner under the Part 1 Agreement and as outlined in **Exhibit C-GMP** Calculations/Schedule of Values, attached hereto and made a part of this Part 2 Agreement;
- 3.2.3.2 Provide information for use by those in the building trades; and
- 3.2.3.3 Include documents customarily required for regulatory agency approvals.

§ 3.2.4 The Design/Builder shall provide or cause to be provided and shall pay for design services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation

and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.2.5 The Design/Builder shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under this Part 2 Agreement.

§ 3.2.6 The Design/Builder shall keep the Owner informed of the progress and quality of the Work by submission of monthly progress reports including narratives of Inclusiveness In Contracting results/Small Business Enterprise utilization and workforce results, change log narratives, schedule, budget updates, and major issues resolution.

§ 3.2.7 The Design/Builder shall be responsible for correcting Work which does not conform to the Contract Documents.

§ 3.2.8 The Design/Builder warrants to the Owner that materials and equipment furnished under this Part 2 Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the construction will be free from faults and defects, and that the construction will conform with the requirements of the Contract Documents. Construction not conforming to these requirements, including substitutions not properly approved by the Owner, shall be corrected in accordance with Article 9 of this Part 2 Agreement.

§ 3.2.9 Except as otherwise provided herein, the Design/Builder shall pay all sales, consumer, use and similar taxes which had been legally enacted as of the date of execution of this Part 2 Agreement, and shall secure and pay for the building, mechanical, electrical, pollution control and watershed permits; and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of a contract for construction and/or are legally required as of the date of execution of this Part 2 Agreement.

§ 3.2.10 The Design/Builder shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

§ 3.2.11 The Design/Builder shall pay royalties and license fees for patented designs, processes or products. The Design/Builder shall defend suits or claims for infringement of patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer is required by the Owner. However, if the Design/Builder has reason to believe the use of a required design, process or product is an infringement of a patent, the Design/Builder shall be responsible for such loss unless such information is promptly furnished to the Owner.

§ 3.2.12 The Design/Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Part 2 Agreement. At the completion of the Work, the Design/Builder shall remove from the site waste materials, rubbish, the Design/Builder's tools, construction equipment, machinery, and surplus materials.

§ 3.2.13 The Design/Builder shall notify the Owner when the Design/Builder believes that the Work or an agreed upon portion thereof is substantially completed. If the Owner concurs, the Design/Builder shall issue a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance, shall include a list of items to be completed or corrected and shall fix the time within which the Design/Builder shall complete items listed therein. Disputes between the Owner and the Design/Builder regarding the Certificate of Substantial Completion shall be resolved in accordance with the provisions of Article 10.

§ 3.2.14 The Design/Builder shall maintain at the site for the Owner one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other modifications, in good

order and regularly updated to record the completed construction. These shall be delivered to the Owner upon completion of construction and prior to final payment.

§ 3.2.15 The Design/Builder shall provide the following commissioning services on Project equipment and systems including: preparation of operation and maintenance manuals; training of personnel for operation and maintenance; confirmation of conformance to contract documents; and consultation during initial occupancy and operation.

§ 3.3 ADDITIONAL SERVICES

§ 3.3.1 The services described in this Section 3.3 are not included in Basic Services unless so identified in Article 14, and they shall be paid for by the Owner as provided in this Part 2 Agreement in addition to the compensation for Basic Services. The services described in this Section 3.3 shall be provided only if authorized or confirmed in writing by the Owner in accordance with the provisions of this Part 2 Agreement.

§ 3.3.2 Making revisions in the drawings, specifications, and other documents or electronic data when such revisions are required by Building Code officials after approval by the Building Code officials.

§ 3.3.3 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work, unless such damage is due to the acts or omissions of the Design/Builder and/or its consultants and subcontractors, employees, or agents of any of them.

§ 3.3.4 Providing services in connection with an arbitration proceeding or legal proceeding, except where the Design/Builder is a party thereto.

§ 3.3.5 Providing coordination of construction performed by the Owner's own forces or separate contractors employed by the Owner, and coordination of services required in connection with construction performed and equipment supplied by the Owner.

ARTICLE 4 TIME

§ 4.1 Unless otherwise indicated, the Owner and the Design/Builder shall perform their respective obligations as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project.

§ 4.2 Time limits stated in the Contract Documents are of the essence. The Work to be performed under this Part 2 Agreement shall commence upon execution of this Part 2 Agreement unless otherwise agreed and, subject to authorized Modifications, Substantial Completion shall be achieved on or before the date established in Article 14 and **Exhibit B**.

§ 4.3 Substantial Completion is the stage in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use as evidenced by a final Certificate of Occupancy obtained by the Design/Builder.

§ 4.4 The Project Schedule is set forth in **Exhibit B**.

§ 4.5 If the Design/Builder is materially delayed at any time in the progress of the Work by a negligent or willful act or omission of the Owner, the Owner's employees, or separate contractors employed by the Owner; or by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipatable, unavoidable casualties or changes in laws, codes or other regulations or other causes beyond the Design/Builder's control, or by delay authorized by the Owner pending arbitration, or by other causes which the Owner and the Design/Builder agree may justify delay, then the Project Schedule shall be reasonably extended by Change Order. If the Design/Builder identifies a negligent or willful act or omission of the Owner that may cause a material delay in the progress of the Work such that the Design/Builder will request a change in the Project Schedule, the Design/Builder shall notify the Owner

in writing upon identification. The Owner and the Design/Builder shall work together in good faith to bring the Project back within the Project Schedule. The Design/Builder shall not be entitled to an increase in the Project Schedule for any negligent or willful act or omission which the Design/Builder identifies but does not notify the Owner of upon identification.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 The Owner shall pay the Design/Builder for self-performed services actually rendered, on a time and material basis, at hourly rates as stated in **Exhibit D** - Hourly Personnel Rates, attached hereto and made a part of this Part 2 Agreement; for rented equipment at the rates stated in **Exhibit E** -- Design/Builder -- Provided Equipment Rental Rates, attached hereto and made a part of this Part 2 Agreement; together with approved invoices from its subcontractors, material suppliers, consultants and others, up to the GMP.

§ 5.1.2. Based on the Applications for Payment submitted by the Design/Builder, the Owner shall make progress payments to the Design/Builder as described in this Article 5, and elsewhere in this Part 2 Agreement.

§ 5.1.3 The Owner will make payment to the Design/Builder no later than thirty-five (35) calendar days after receipt of a properly submitted and correct Application for Payment. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: The Design/Builder may request bi-weekly payment for work performed by a subcontractor or supplier, provided the subcontractor or supplier is a certified Small Business Enterprise for Ramsey County and has established a significant business need to receive payments on a bi-weekly basis. The Owner retains the right to grant or deny the request for bi-weekly payments.

§ 5.1.4 The Application for Payment shall show the percentage of the Work for each portion of the Work and the percentage that each portion of the Work bears to the entire Cost of the Work for which payment is requested.

§ 5.1.5 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.1.5.1 take the portion of the Cost of Work completed up through and including the invoiced period using the provisions of **Exhibit C**, based on the percentage of Work completed. Changes in the Cost of the Work may not be included in an invoice until the Change Order for the changes has been signed by the parties;

5.1.5.2 add the Cost of the Work for materials and equipment furnished by the Design/Builder and actually incorporated into the Project or delivered and stored at the site for use in the Work, or, if agreed to in advance in writing by the Owner, for materials and equipment suitably stored off site;

5.1.5.3 add the amount of the Design/Builder's Construction Management Fee that equals the percentage of the Cost of the Work that the invoiced amount for the Work bears to the whole Cost of the Work; and

5.1.5.4 subtract the aggregate of previous payments made by the Owner and applicable retainage.

§ 5.1.6 Except with the Owner's prior approval, payments for the Cost of the Work for the Design/Builder's subcontractors shall be subject to retainage of 5%. There shall be no retainage on Work performed by the Design/Builder's own labor forces or the Design/Builder's Fee.

§ 5.1.7 Neither progress payment nor partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

§ 5.1.8 The Design/Builder warrants that title to all construction covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design/Builder further warrants that upon submittal of an Application for Payment all construction for which payments have been received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the

Design/Builder or any other person or entity performing construction at the site or furnishing materials or equipment relating to the construction.

§ 5.1.9 At the time of substantial completion, the Owner shall pay the Design/Builder the retainage, if any, less the reasonable cost to correct or complete incorrect or incomplete Work. Final payment of such withheld sum shall be made upon correction or completion of such Work.

§ 5.2 FINAL PAYMENTS

§ 5.2.1 Final Payment, constituting the entire unpaid balance of the Design/Builder's Fee and the unpaid balance of substantiated and documented Cost of the Work shall be payable by the Owner to the Design/Builder when:

- 5.2.1.1 the Design/Builder has fully performed as provided in this Part 2 Agreement except for the Design/Builder's responsibility to correct Work under this Part 2 Agreement and to satisfy other requirements, if any, which extend beyond final payment; and
- 5.2.1.2 a final Certificate for Payment has been received from the Design/Builder; and
- 5.2.1.3 the Design/Builder has received consent of surety, if any, to final payment; and
- 5.2.1.4 as documentation of the final Cost of the Work, the Design/Builder provides the Owner with a detailed final accounting of all costs applicable to the GMP. In addition, the Design/Builder shall maintain and, upon request open for inspection by the Owner, its representatives, and the State and other auditors, all accounting records as per this Part 2 Agreement necessary to substantiate all costs applicable to the GMP; and
- 5.2.1.5 the Design/Builder has submitted a copy of the completed State of Minnesota Form IC-134, signed by the State Commissioner of Taxation; and
- 5.2.1.6 a complete report describing efforts and outcomes of those efforts towards achievement of Project SBE and labor utilization goals; and sustainability goals.

ARTICLE 6 PROTECTION OF PERSONS AND PROPERTY

§ 6.1 The Design/Builder shall be responsible for initiating, maintaining and providing supervision of all safety precautions and programs in connection with the performance of this Part 2 Agreement.

§ 6.2 The Design/Builder shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design/Builder or the Design/Builder's contractors; and (3) other property at or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 6.3 The Design/Builder shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

§ 6.4 The Design/Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance provided or required by the Contract Documents) to property at the site caused in whole or in part by the Design/Builder, a contractor of the Design/Builder or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

ARTICLE 7 INSURANCE AND BONDS

See **Exhibit F**, attached hereto and made a part of this Part 2 Agreement.

ARTICLE 8 CHANGES IN THE WORK

§ 8.1 CHANGES

§ 8.1.1 Changes in the Work may be accomplished after execution of this Part 2 Agreement, without invalidating this Part 2 Agreement, by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in the Contract Documents. A change in the Work that affects the GMP or the Project Schedule may be made only by Change Order.

§ 8.1.2 A Change Order shall be based upon agreement between the Owner and the Design/Builder; a Construction Change Directive may be issued by the Owner without the agreement of the Design/Builder; an order for a minor change in the Work may be issued by the Design/Builder alone.

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

§ 8.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or the Design/Builder, the applicable unit prices shall be equitably adjusted.

§ 8.2 CHANGE ORDERS

§ 8.2.1 A Change Order is a written instrument prepared by the Design/Builder and signed by the Owner and the Design/Builder, stating their agreement upon all of the following:

- 8.2.1.1 a change in the Work
- 8.2.1.2 the amount of the adjustment, if any, in the GMP; and
- 8.2.1.3 the extent of the adjustment, if any, in the Project Schedule.

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

§ 8.2.3 Except as otherwise agreed by the Owner and the Design/Builder, any adjustment to the GMP shall be determined on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including the expenditures for design services and revisions to the Contract Documents. In case of an increase in the GMP, the cost of the increase shall include a Design/Builder Fee of five percent (5%). In such case, the Design/Builder shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. The Design/Builder shall submit such Change Order requests on a monthly basis. Unless otherwise provided in the Contract Documents, costs for these purposes shall be limited to the following:

- 8.2.3.1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- 8.2.3.2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- 8.2.3.3 rental costs of machinery and equipment exclusive of hand tools, whether rented from the Design/Builder or others;
- 8.2.3.4 costs of premiums for all bonds and insurance permit fees, and sales, use or similar taxes;
- 8.2.3.5 additional costs of supervision and field office personnel directly attributable to the change; and
- 8.2.3.6 fees paid to the Architect, engineers and other professionals.

§ 8.2.4 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. To the extent the amount of credit to be allowed by the Design/Builder to the Owner for deletion or change which results in a net decrease in the GMP includes fees, the credit will be limited to the Design/Builder's Fee. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

§ 8.3 CONSTRUCTION CHANGE DIRECTIVES

§ 8.3.1 A Construction Change Directive is a written order prepared and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the GMP or Project Schedule, or both.

§ 8.3.2 Any adjustment to the GMP and/or Project Schedule shall be made using a Change Order in accordance with the provisions of 8.2 of this Part 2 Agreement.

§ 8.4 MINOR CHANGES IN THE WORK

§ 8.4.1 The Design/Builder shall have authority to make minor changes in the Construction Documents and construction consistent with the intent of the Contract Documents when such minor changes do not involve adjustment in the GMP or extension of the Project Schedule. The Design/Builder shall promptly inform the Owner, in writing, of minor changes in the Construction Documents and construction.

§ 8.5 CONCEALED CONDITIONS

§ 8.5.1 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. Upon timely notice in writing by the observing party to the other party, the Owner and the Design/Builder will value engineer the Project to stay within the GMP and to address the concealed conditions; the actions to be taken; and the responsibility for costs of such actions shall be mutually agreed to by the parties. Alternatively, the parties may agree to modify the GMP, in which case the parties shall execute a Change Order. If the Design/Builder is the observing party and fails to give notice within the 21-day time period, the Owner reserves the right to demand and receive services from the Design/Builder to address and correct such concealed conditions without additional cost to the Owner.

§ 8.6 REGULATORY CHANGES

§ 8.6.1 The Design/Builder shall be compensated for changes in the Work necessitated by the enactment or revisions of codes, laws or regulations that are made applicable to the Project subsequent to execution of this Agreement, and its time for performance shall be extended if the change(s) result in delay to the Project Schedule. Such changes shall be made by Change Order pursuant to this Article 8.

ARTICLE 9 CORRECTION OF WORK

§ 9.1 Within one (1) year after the date of Substantial Completion of Work of this Part 2 Agreement, the Design/Builder shall promptly correct Work rejected by the Owner or known by the Design/Builder to be defective or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. All defective and/or non-complying Work observed within one (1) year after the date of Substantial Completion shall be completed in a timely manner agreed to by both parties. Subject to such costs qualifying as a Cost of the Work, the Design/Builder shall bear the costs of correcting such rejected, defective, or non-conforming Work, including additional testing and inspections.

§ 9.2 If the Design/Builder defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) business days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may give a second written notice to the Design/Builder and, seven (7) business days following receipt by the Design/Builder of that second written notice and without prejudice to other remedies the Owner may have, correct such deficiencies. The Owner shall deduct from payments then or thereafter due the Design/Builder, the costs of correcting such deficiencies. If the payments then or thereafter due the Design/Builder are not sufficient to cover the amount of the deduction, the Design/Builder shall pay the difference to the Owner. Such action by the Owner shall be subject to dispute resolution procedures as provided in Article 10.

§ 9.3 If, within one (1) year after the date of Substantial Completion of the Work of this Part 2 Agreement, or after the date for commencement of warranties established in a written agreement between the Owner and the Design/Builder, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Design/Builder shall correct it promptly at its own cost after receipt of a written notice

from the Owner to do so unless the Owner has previously given the Design/Builder a written acceptance of such condition. Manufacturers' and/or extended warranties shall be assigned to the Owner, and the Owner will be responsible for administration of same beyond this one (1) year period.

§ 9.4 Nothing contained in this Article 9 shall be construed to establish a period of limitation with respect to other obligations which the Design/Builder might have under the Contract Documents. Establishment of the time period of one (1) year as described in Section 9.1 relates only to the specific obligation of the Design/Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design/Builder's liability with respect to the Design/Builder's obligations other than specifically to correct the Work.

§ 9.5 Subject to the Owner's notice requirements in Section 9.2, above, if the Design/Builder fails to correct nonconforming Work as required or fails to carry out Work in accordance with the Contract Documents, the Owner may order the Design/Builder to stop the Work, or any portion thereof, until the cause for such stop order has been eliminated; however, the Owner's right to stop the Work shall not give rise to a duty on the part of the Owner to exercise the right for benefit of the Design/Builder or other persons or entities.

ARTICLE 10 DISPUTE RESOLUTION -- MEDIATION AND ARBITRATION

§ 10.1 Claims, disputes or other matters in question between the parties to this Part 2 Agreement arising out of or relating to this Part 2 Agreement may be subject to mediation or arbitration only if agreed to in writing by both parties.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 SUBCONTRACTS

§ 11.1.1 The Design/Builder shall bid out the Work in multiple bid packages, as agreed to by the parties. The Design/Builder shall use a competitive solicitation process following Ramsey County Procurement requirements. The Design/Builder may self-perform without bidding: administration, clean-up, safety, and general conditions work. If the Design/Builder desires to self perform other work, the Design/Builder may do so only if determined to be the lowest responsible bidder for the work through the Design/Builder's participation in a bid package solicitation process. The Design/Builder will not self-perform any other Work with its own forces.

§ 11.1.2 As bids are received for the Project, the Design/Builder will review the bids with the Owner.

§ 11.1.3 The Design/Builder shall, in good faith, meet the Project goals set forth in **Exhibit G -- SBE Utilization and Labor Goals**, attached hereto and make a part of this Part 2 Agreement

§ 11.1.4 The Design/Builder shall not enter into a subcontract agreement or utilize as a subcontractor a vendor to which the Owner has reasonable objection. In the event that the cost of the replacement subcontractor or vendor is higher than the vendor objected to by the Owner, the Owner shall be obligated to pay the Design/Builder by Change Order, in accordance with Article 8, for any additional cost incurred as a result of the change, provided the original subcontractor selected by the Design/Builder was the lowest, qualified, responsible bidder.

§ 11.1.5 [RESERVED]

§ 11.2 WORK BY OWNER OR OWNER'S CONTRACTORS

§ 11.2.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site. If the Design/Builder claims that delay or additional cost is involved because of such action by the Owner, the Design/Builder shall assert such claims as provided in Section 11.3.

§ 11.2.2 The Design/Builder shall afford the Owner's separate contractors, reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Design/Builder's construction and operation with the Owner's contractors as required by the Contract Documents.

§ 11.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

§ 11.3 CLAIMS FOR DAMAGES

§ 11.3.1 If either party to this Part 2 Agreement suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim of additional cost or time related to this claim is to be asserted, it shall be made in writing in the form of a Request for Change Order.

§ 11.4 HAZARDOUS MATERIALS

§ 11.4.1. "Hazardous Material" means any materials, waste, substance, or chemicals which are deemed to be hazardous under applicable Legal Requirements, or for which handling, storage, remediation, or disposal are regulated by applicable Legal Requirements. "Legal Requirements" mean all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any governmental or quasi-governmental entity having jurisdiction over the Project or site, the practices involved in the Project, or any Work.

§ 11.4.2. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design/Builder, its Subcontractors, consultants and agents and employees of any of them from and against claims, damages, losses and expenses including, but not limited to judgments, fines, penalties, civil sanctions, and attorney's fees, arising out of or resulting from the Hazardous Material or performance of the Work in the affected area if in fact the material or substance is a Hazardous Material, except to the extent that such damage, loss, or expense is due to the sole negligence of a party seeking indemnity.

§ 11.4.3 The Owner shall not be responsible under Section 11.4.2 for materials and substances brought to the site by the Design/Builder unless such materials were required by the Contract Documents.

§ 11.4.4 If, without negligence on the part of the Design/Builder, its subcontractors, consultants, and agents and the employees of any of them, the Design/Builder is held liable for the cost of remediation of a Hazardous Material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Design/Builder for all cost and expense thereby incurred including, but not limited to judgments, fines, penalties, civil sanctions and attorney's fees. The Design/Builder shall be obligated to notify the Owner of claims filed within a reasonable time after the Design/Builder's first knowledge of such claims.

§ 11.5 CLAIMS FOR CONSEQUENTIAL DAMAGES

§ 11.5.1 The Design/Builder and the Owner waive claims against each other for consequential damages arising out of or relating to this Part 2 Agreement. This mutual waiver includes:

11.5.1.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons;

11.5.1.2 damages incurred by the Design/Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from Work performed; and

11.5.1.3 damages incurred by the Design/Builder as a result of the Owner's loss of Project funding; provided, however, Owner's obligation to pay Design/Builder is not contingent upon Owner obtaining or keeping funding for the Project.

The mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with **Exhibit F**. Nothing contained in this Subparagraph 11.5 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of this Part 2 Agreement.

ARTICLE 12 BASIS OF COMPENSATION

§ 12.1 COMPENSATION

§ 12.1.1 The Design/Builder's Fee for Basic Services under the Part 1 Agreement, the Cost of Work, and the Design/Builder's fee for Basic Services under this Part 2 Agreement are guaranteed not to exceed Five million, two hundred fifteen thousand, three hundred twenty-seven dollars and no cents (\$5,215,327.00), subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price ("GMP"). See **Exhibit's A, B, C, D, E, F, G and H**, Attachment A: 2024-10-25 Prelim Design Submittal – Site Amenities.PDF, Attachment B: August 29, 2024: Petrographic Examination Report by Braun Intertec Corporation. Includes "Leisure Pool.pdf" and "Plunge Pool.pdf". Attachment C: Concrete Repair Recommendations 11.12.2024.PDF, - Attachment D: 2024-10-28 Battle Creek Waterwork DD.pdf for the Design/Builder's GMP documents. However, the Design/Builder shall be bound only by the GMP and not by cost estimates for various categories or line items of work comprising the GMP. Except as otherwise provided in this Part 2 Agreement, costs which would cause the GMP to be exceeded that are not the result of a change in scope, shall be paid by the Design/Builder without reimbursement by the Owner. At Project completion one hundred percent (100%) of savings in the Cost of the Work will accrue to the Owner.

§ 12.1.2 The Design/Builder's Fee is Two hundred ten thousand, eight hundred twenty-five Dollars and no cents (\$210,825.00), to be prorated to the value of the Work completed and paid with each monthly Application for Payment.

§ 12.2 COST OF THE WORK

§ 12.2.1 The term Cost of the Work shall mean the actual costs necessarily incurred by the Design/Builder in the proper performance of the Work. Unless specifically excluded from the Work of the Design/Builder under the terms of this Part 2 Agreement, the Cost of the Work shall include only the items set forth in this Article 12.

§ 12.3 LABOR COSTS

§ 12.3.1 Wages of construction workers directly employed by the Design/Builder to perform the construction of the Work at the site or, with the Owner's approval, at off-site workshops. Rates for this Cost of the Work are as established in **Exhibit D**.

§ 12.3.2 Wages or salaries of the Design/Builder's supervisory and administrative personnel when stationed at the site with the Owner's approval. Salaries and other compensation of the Design/Builder's personnel when stationed at the field office, in whatever capacity employed. Other personnel stationed off-site shall be reimbursed for time spent performing services at the Project rates listed in **Exhibit D**.

§ 12.3.3 [RESERVED]

§ 12.3.4 Costs paid or incurred by the Design/Builder for taxes, insurance, contributions, assessments and benefits required by laws or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work as described herein.

§ 12.4 SUBCONTRACT AND DESIGN PROFESSIONAL COSTS

§ 12.4.1 Payments made by the Design/Builder to Subcontractors and Design Professionals in accordance with the requirements of their agreements with the Design/Builder.

§ 12.5 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

§ 12.5.1 Costs, including transportation and storage, of materials and equipment provided by the Design/Builder that are incorporated or to be incorporated in the completed construction.

§ 12.5.2 Costs of materials described in the preceding subparagraph in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work, or, at the Owner's option shall be sold by the Design/Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 12.6 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES, AND RELATED ITEMS

§ 12.6.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design/Builder at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Design/Builder. Cost for items previously used by the Design/Builder shall mean fair market value.

§ 12.6.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design/Builder at the site, whether rented from the Design/Builder or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. The Design/Builder's equipment shall be charged at rates as listed in Attachment 1-Equipment Rental Rates to **Exhibit E**, to a maximum of 80% of replacement value. Expendable tools and minor equipment, defined as any tool or equipment of a value of less than \$500, shall be purchased as a Cost of the Work by the Design/Builder and turned over to the Owner at Project completion. Notwithstanding anything in the Contract Documents to the contrary, the Owner and the Design/Builder agree that the rates set forth on attached **Exhibit E** - Equipment Rental Rates, are, or will be, negotiated rates and, therefore, the calculation of those individual rates is not subject to audit by the Owner; however, the amount of hours at those rates included in the calculation of the Cost of the Work remains subject to the Owner's audit rights. Consumable Materials shall be charged at the rates listed in **Exhibit E**. Use of equipment not owned by the Design/Builder shall be charged at actual invoice amount.

§ 12.6.3 Costs of removal of debris from the site.

§ 12.6.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, messengers, postage and parcel delivery charges, office supplies and telephone service at the site, and reasonable petty cash expenses at the site office.

§ 12.6.5 That portion of the reasonable expenses of the Design/Builder's primary personnel incurred while traveling in discharge of duties connected with the Work. Mileage and vehicle lease cost shall be limited to one key site staff members.

§ 12.6.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the Owner. Prior to receiving compensation for these items, Design/Builder shall provide a) a Bill of Sale; b) photographs of materials and/or equipment in question tagged or otherwise specifically denoting future use on the Project; c) an insurance certificate specifically denoting the value and location of the stored materials and/or equipment.

§ 12.6.7 Airfare and hotel expenditures for travel while in discharge of duties connected with the Work, provided the Owner approves of such expenditures in advance.

§ 12.7 MISCELLANEOUS COSTS

§ 12.7.1 Sales, use or similar taxes imposed by governmental authority that are related to the Work.

§ 12.7.2 Fees and assessments for the building permit and for other permits, licenses and inspections which the Design/Builder is required by the Contract Documents to pay.

§ 12.7.3 Deposits lost for causes other than for the Design/Builder's negligence or failure to fulfill a specific responsibility to the Owner as set forth in the Contract Documents.

§ 12.7.4 Legal, mediation and arbitration costs, including attorney's fees, other than those arising from disputes between the Owner and the Design/Builder, reasonably incurred by the Design/Builder in the performance of the Work, with the Owner's prior written approval, which shall not be unreasonably withheld.

§ 12.7.5 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner. The cost of the Work includes contingencies as stated in **Exhibit C**. The contingency is not a part of the Cost of the Work until it is accessed. A change in the contingency must be made only by written agreement of both the Design/Builder and the Owner.

§ 12.7.6 Costs for repairing or correcting damaged or nonconforming Work executed by the Design/Builder, its Subcontractors or Suppliers, provided that such damage or nonconforming Work was not caused by negligence, failure to fulfill a specific responsibility, or failure to perform Work in accordance with industry standards of the Design/Builder, its Subcontractors or Suppliers, and only to the extent that the cost of repair or correction is not recovered by the Design/Builder from insurance, sureties, Subcontractors or Suppliers.

§ 12.7.7 Costs of premiums for bonds and insurance which the Design/Builder is required by this Part 2 Agreement to purchase and maintain, except for worker's compensation, or which the Design/Builder deems necessary for the prosecution of the Work, and the cost of Subcontractor's payment and performance bonds, required under the Subcontracts with the Design/Builder if specifically requested by the Owner. Errors & Omissions, primary comprehensive general and automobile liability insurance and umbrella/excess liability insurance shall be reimbursed at a fixed percentage billed each month per thousand of each monthly project billing. The rate to be charged for the cost of premiums, except for Builder's Risk, shall be one and five tenths (1.5) Percent of the Cost of the Work. Rates shall be subject to annual adjustments if required by the Design/Builder's carrier. Insurance deductibles or the cost of the Design/Builder's insurance for the deductibles are included in the Cost of the Work.

§ 12.7.8 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ 12.7.9 Cash discounts obtained on payments made by the Design/Builder shall accrue to the Owner if (1) before making payment, the Design/Builder included them in an Application for Payment and received payment therefore from the Owner, or (2) the Owner has deposited funds with the Design/Builder with which to make payments; otherwise cash discounts shall accrue to the Design/Builder. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design/Builder shall make provisions so that they can be secured.

§ 12.7.10 Amounts that accrue to the Owner in accordance with the provisions of the previous paragraph shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 13 OTHER CONDITIONS AND SERVICES

§ 13.1 A Schedule of Alternates is attached hereto and made a part of this Part 2 Agreement as **Exhibit H**. The parties shall execute a Change Order pursuant to Section 8.2 of this Part 2 Agreement to incorporate any Alternate into the Project.

§13.2 The Design/Builder shall commence providing services upon final execution of this Part 2 Agreement. The date of Substantial Completion for the Project is as shown in **Exhibit B**.

§ 13.3 This Part 2 Agreement includes the following:

Exhibit A -- Scope of Work

Exhibit B -- Project Schedule

Exhibit C -- GMP Calculations/Schedule of Values

Exhibit D -- Hourly Personnel Rates

Exhibit E - Design/Builder-Provided Equipment Rental Rates

Exhibit F -- General Terms and Conditions

Exhibit G - SBE Utilization and Labor Goals

Exhibit H -- Schedule of Alternates (the inclusion of Exhibit H will be determined during the negotiation of the Part 2 Agreement)

§ 13.4 All notices and other communications under this Part 2 Agreement, and any amendments to this Part 2 Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid; by personal delivery; or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

Owner's Representative:

Brett "Gus" Blumer, Project Manager, PLA
2015 Van Dyke Street
Maplewood, MN 55109

Design/Builder's Representative:

Jason Whiting
21025 Commerce Blvd., Ste 1000
Rogers, MN 55374

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

Exhibit A to the Part 2 Agreement

Scope of Work

Scope of Work – Part 2 Services

Design/Builder shall provide all design, engineering, administration, labor, materials, equipment, hoisting, and supervision necessary to fully execute the Project, including but not limited to:

1. Prepare design based on approved Part I design services and consistent with the provisions of this RFP, including but not limited to, working drawings and specifications setting forth and describing the construction work to be done, the materials to be used and the work and equipment required. The design work shall be completed in support of the project schedule, and at a minimum level that allows for proper permitting and approvals, subcontracting, and construction. Given the project budget, the County wishes to minimize design related expenses in the execution of the Project.
2. Conduct construction bidding services for subcontracted work, including but not limited to:
 - a. Soliciting bids from multiple contractors, with a specific outreach focus on CERT Small Business Enterprises, utilizing a bid packaging strategy in alignment with the Project schedule.
 - b. Conducting a public bid opening which shall be observed by a representative of the County.
 - c. Reviewing and comparing all bids.
 - d. Normalizing bids to ensure an “apples-to-apples” comparison.
 - e. Compiling normalized bids into a Bid Tabulation for review by County, depicting SBE vendors as well as a recommendation for award.
 - f. Awarding subcontracts to the responsive and responsible bidders submitting the lowest price
3. Work with County and awarded subcontractors to conduct a value analysis on the design, to identify cost savings or performance-improvement opportunities.
4. Provide construction management services, including but not limited to:
 - a. Development of initial Critical Path Method construction schedule for County approval and updating the schedule as appropriate throughout the duration of the Project
 - b. Development of Site Utilization Plan, identifying work done while the building is occupied, safety precautions enacted to protect arena employees and visitors, temporary barricades, rerouting of pedestrian or vehicle traffic, temporary signage locations, staging and delivery locations, worker parking locations, and other project-specific considerations for minimizing disruption to County operations, providing safe working conditions for project workers, ensuring safety of the public, and coordinating the execution of the Work. This plan shall be reviewed and approved by County prior to commencing construction.
 - c. Overall management and supervision of all subcontractors and consultants utilized to complete the Project.
 - d. Maintain clean record copies of drawings and specifications on site for viewing by County as requested.
 - e. Preparation of Project submittals according to industry standards. Submittals shall include product data for all equipment and materials; shop drawings showing equipment and piping layouts, equipment schedules, control diagrams, riser diagrams; engineering calculations confirming viability of proposed system; others as appropriate. Shop drawings and calculations shall be stamped by an engineer licensed in the State of Minnesota.
5. Provide construction services as necessary to complete the Work safely, with levels of quality ordinarily provided by competent and experienced design-builders working in the State of Minnesota on similar project (at the same time, and in the same place, and the same circumstances and

conditions), and within approved budget and schedule. Secure all permits necessary to complete the work. Cost of permits shall be included in GMP.

6. Provide construction administration services, utilizing qualified personnel who participated in Part 1 services and independent from Phase 2 subcontractors, including but not limited to:
 - a. Review construction submittals.
 - b. Respond to RFIs and issue ASIs as appropriate.
 - c. Coordinate and participate in periodic progress meetings with County and appropriate Project personnel.
 - d. Provide Building Information Modeling services as appropriate to avoid installation conflicts or field problems.
 - e. Track utilization of Small Business Enterprises and submit monthly report on County's form with pay applications.
 - f. Track workforce utilization against Project goals and submit monthly report on County's form with pay applications.
 - g. Perform punch-list prior to Substantial Completion to identify incomplete work.
7. Provide project close-out services, including but not limited to:
 - a. Obtain final approvals from authorities having jurisdiction.
 - b. Verify completion of punch-list.
 - c. Provide in-depth training on new systems to County and City staff. Anticipated length of this training is 2 hours.
 - d. Provide complete Turnover Documents to the County and City in hard copy (2) and electronic copy.

Electronic documents should be organized in an intuitive folder/file structure. Files should be in cad and pdf format. Turnover Documents include but are not limited to:

- i. As-built drawings and specifications. Record documents shall be scanned and submitted electronically, as well as original "red-lines." CAD version of all drawings should also be submitted.
 - ii. Operations and maintenance instructions for all Project materials and equipment.
 - iii. Warranties (one year parts and labor) from all subcontractors on the Project, effective from the date of Substantial Completion.
 - iv. Extended manufacturer's warranties on all applicable equipment, effective from the date of Substantial Completion.
 - v. Contact information for all appropriate contractors, vendors, suppliers, and manufacturers on the Project.
 - vi. Video of system training.
 - vii. Test/adjust/balance (TAB) and commissioning reports.
- f. Submit final rebate paperwork to Xcel Energy.
8. Repair or replace products that fail in materials or workmanship within warranty period of one year, commencing from date of Substantial Completion. Failures shall be adjusted, repaired, or replaced at no additional cost or reduction in service to Owner. Warranty service shall occur during normal business hours and commence within a reasonable time, not longer than one day, following the County's warranty service request. Provide standard manufacturer's extended warranties on all equipment.
 9. The Contractor and any subcontractors, must coordinate and seek approval of all telecommunications and network requirements with Ramsey County Information services prior to any purchase or installation/implementation of a technology solution as part of the project.

B. List Of Documents

The following documents were used to prepare the Project GMP.

Specifications;

Attachment A: 2024-10-25 Prelim Design Submittal – Site Ammeneties.PDF

Attachment B: B2404473 - Battle Creek Waterworks Petrography Report

Attachment C: Concrete Repair Recommendations 11.12.2024.PDF

Drawings:

Attachment D: 2024-10-28 Battle Creek Waterworks DD.pdf

Plans are dated October 25, 2024, as prepared by Damon Farber Landscape Architects and design consultants; Collaborative Design Group, Rehder & Associates, Dunham Associates and Water Technologies, Inc.

SHEET INDEX		
Sheet Number	Sheet Title	Author
GENERAL SHEETS		
G001	COVER SHEET	DF/
G002	GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS	DF/
ARCHITECTURE SHEETS		
A001	CODE REVIEW	CDG
CIVIL SHEETS		
C100	SITE DEMOLITION PLAN	REHDER
C101	SITE DEMOLITION PLAN	REHDER
C102	SITE DEMOLITION PLAN	REHDER
C200	PARKING LOT SITE DIMENSION	REHDER
C201	PAVING PLAN	REHDER
C300	GRADING, DRAINAGE, AND EROSION CONTROL PLAN	REHDER
C301	GRADING, DRAINAGE, AND EROSION CONTROL PLAN	REHDER
C302	GRADING, DRAINAGE, AND EROSION CONTROL PLAN	REHDER
C400	UTILITY PLAN	REHDER
C401	UTILITY PLAN	REHDER
C500	DETAILS	REHDER

PLUMBING SHEETS

P100	BELOW GRADE PLUMBING DEMOLITION PLAN	DUNHAM
P101	BELOW GRADE PLUMBING PLAN	DUNHAM
P200	PLUMBING DEMOLITION PLAN	DUNHAM
P201	PLUMBING PLAN	DUNHAM
P400	RISER DIAGRAMS	DUNHAM
PE500	PLUMBING ELECTRICAL SCHEDULES AND DETAILS	DUNHAM

POOL SHEETS

D100	DEMOLITION PLAN	WTI
PL100	OVERALL AQUATIC PLAN	WTI
PL101	ADA AND DECK CLEARANCE PLAN	WTI
PL102	GENERAL DETAILS AND SCHEDULES	WTI
PL110	POOL A - PLAY STRUCTURE PLAN	WTI
PL200	STRUCTURAL NOTES AND REPAIR DETAILS	WTI

STRUCTURAL SHEETS

S001	GENERAL STRUCTURAL NOTES	CDG
S100	FIRST LEVEL PLAN	CDG

SHEET INDEX

Sheet Number	Sheet Title	Author
LANDSCAPE SHEETS		
L001	LANDSCAPE NOTES	DF/
L010	OVERALL MATERIALS AND PLANTING SCHEDULES	DF/
L110	OVERALL PLAN	DF/
L210	ENLARGEMENT AREA A	DF/
L211	ENLARGEMENT AREAS B + C <i>Alternate #1: Area C</i>	DF/
L212	ENLARGEMENT AREA D	DF/
L213	ENLARGEMENT AREA E <i>Alternate #2</i>	DF/
L214	ENLARGEMENT AREA F <i>Alternate #3</i>	DF/
L215	ENLARGEMENT AREA G	DF/
L500	SITE DETAILS	DF/
L501	SITE DETAILS	DF/
ELECTRICAL SHEETS		
E000	ELECTRICAL SYMBOLS AND ABBREVIATIONS	DUNHAM
E200	LIGHTING DEMOLITION PLAN	DUNHAM
E201	LIGHTING PLAN	DUNHAM
E300	POWER DEMOLITION PLAN	DUNHAM
E301	POWER PLAN	DUNHAM
E400	POOL PLANS	DUNHAM
E500	PARKING LOT PLAN	DUNHAM
E600	ELECTRICAL ONE LINE DIAGRAM	DUNHAM
E700	PANELBOARD SCHEDULES	DUNHAM

MECHANICAL SHEETS		
M000	MECHANICAL TITLE SHEET	DUNHAM
M001	MECHANICAL ASSESSMENT NARRATIVE	DUNHAM
M002	MECHANICAL PLAN - OPTION B	DUNHAM
M100	HVAC DEMOLITION PLAN	DUNHAM
M101	HVAC PLAN	DUNHAM
M200	HYDRONIC DEMOLITION PLAN	DUNHAM
M201	HYDRONIC PLAN	DUNHAM
M500	MECHANICAL DETAILS	DUNHAM
ME600	MECHANICAL ELECTRICAL SCHEDULES	DUNHAM

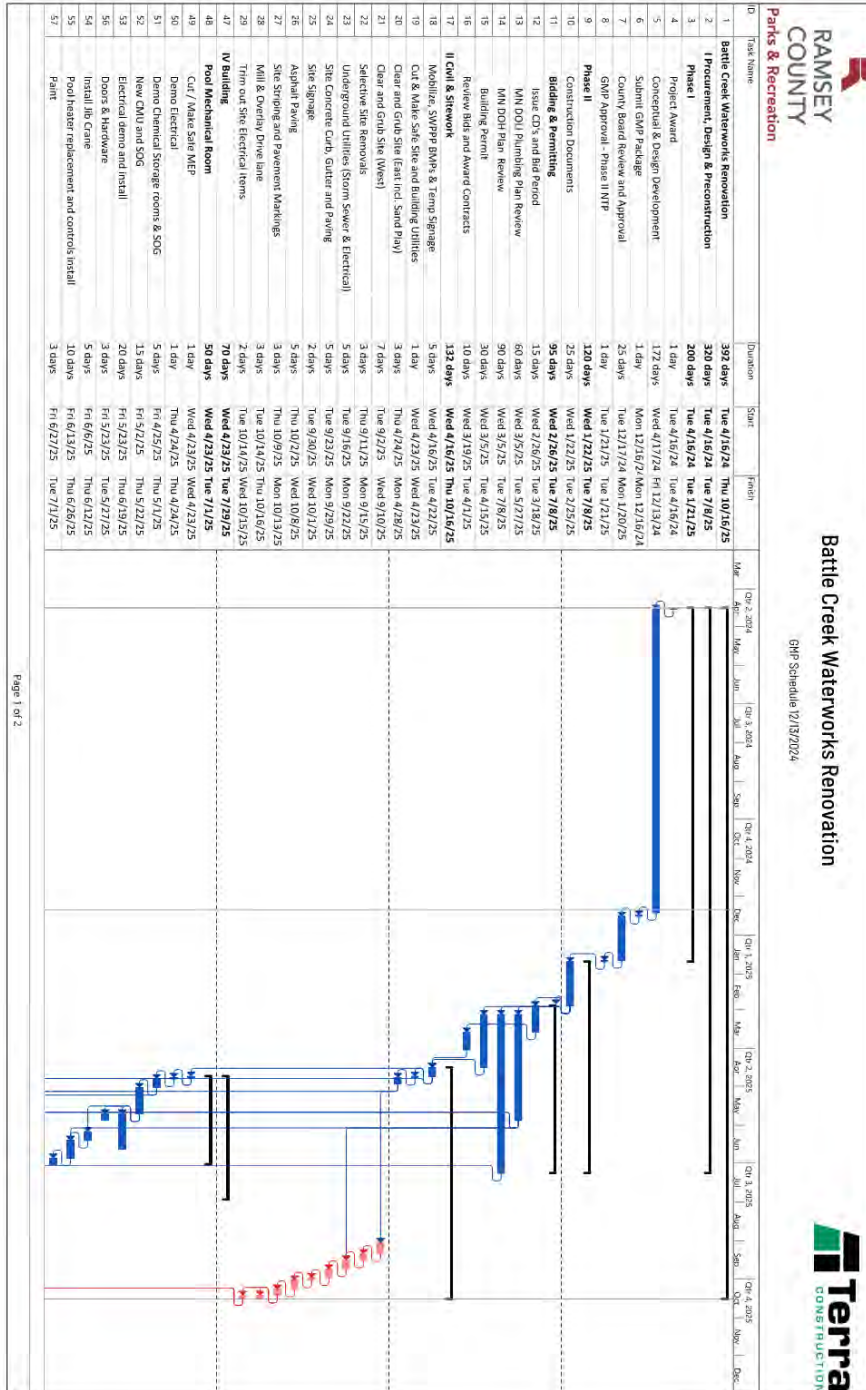
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PL100	OVERALL AQUATIC PLAN	WTI
PL101	ADA AND DECK CLEARANCE PLAN	WTI
PL102	GENERAL DETAILS AND SCHEDULES	WTI
PL110	POOL A - PLAY STRUCTURE PLAN	WTI
PL200	STRUCTURAL NOTES AND REPAIR DETAILS	WTI

STRUCTURAL SHEETS		
S001	GENERAL STRUCTURAL NOTES	CDG
S100	FIRST LEVEL PLAN	CDG

Exhibit B to the Part 2 Agreement

Project Schedule



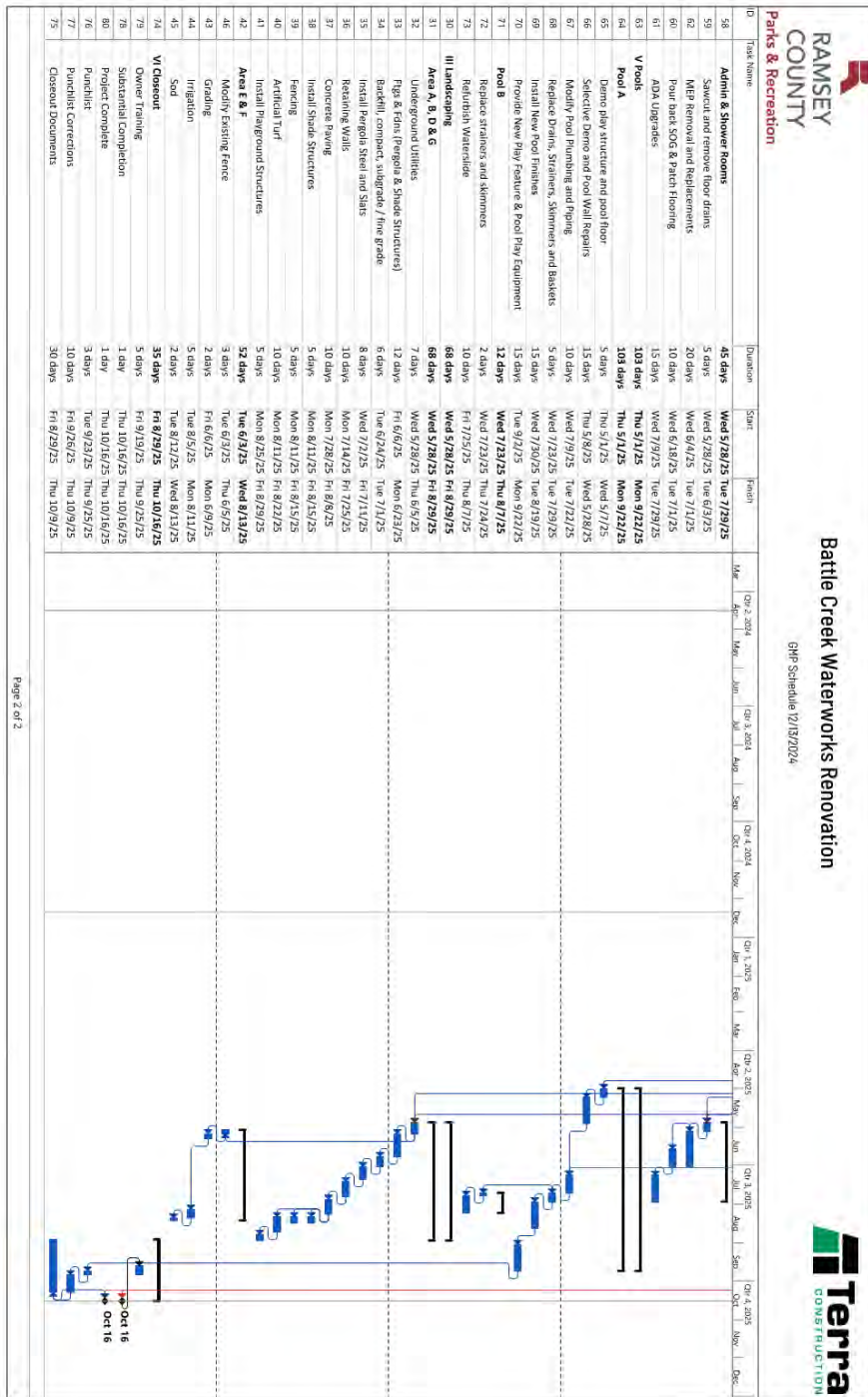


Exhibit C to the Part 2 Agreement

GMP Calculations/Schedule of Values



Client: Ramsey County
Project: Battle Creek Waterworks
Location: Maplewood, MN
Architect: Damon Farber
Date: 12/14/2024

RAMSEY COUNTY BATTLE CREEK WATERWORKS										
GMP Estimate - 100% Design Development										
SUMMARY ITEM DESCRIPTION	QTY	UOM	PROJECT TOTAL	BASE SCOPE (lab, civil, building & pool)	Area A (large gathering & fitness shed)	Area B (small gathering & lounge)	Area D (restroom, pool & lounge)	Area G (restroom/outlet)		
01W-01 General Reg's & Phase 1	1	LS	\$ -440,817	\$ 957,345	\$ -22,278	\$ -9,979	\$ -7,730	\$ -9,893		
01W-02 Existing Conditions (Demolition)	1	LS	\$ 14,065	\$ 14,065						
01W-03 Concrete	1	LS	\$ 109,748	\$ 8,861	\$ 50,478	\$ 9,860	\$ 5,740			\$ 35,572
01W-04 Masonry	1	LS	\$ 28,800	\$ 28,800						
01W-05 Metals	1	LS	\$ 115,000	\$ 9,000	\$ 64,500					\$ 40,500
01W-06 Woods, Plastics & Composites	1	LS	\$ 272,199		\$ 17,590					\$ 9,600
01W-07 Thermal & Moisture Protection	1	LS								
01W-08 Drywall	1	LS	\$ 9,400	\$ 8,400						
01W-09 Finishes	1	LS	\$ 11,698	\$ 6,838	\$ 5,000					
01W-10 Sanitary/Box	1	LS	\$ 62,600	\$ 62,600						
01W-11 Equipment	1	LS								
01W-12 Fixtures/Fittings	1	LS	\$ 174,500	\$ 52,800	\$ 48,000	\$ 34,000	\$ 15,800			
01W-13 Special Construction	1	LS	\$ 1,615,349	\$ 1,615,349						
01W-14 Conveying Equipment	1	LS								
01W-21 Roof Superstructure (in HVAC)	1	LS								
01W-22 Plumbing	1	LS	\$ 64,180	\$ 88,180						
01W-23 HVAC	1	LS	\$ 91,500	\$ 91,500						
01W-26 Electrical	1	LS	\$ 186,500	\$ 126,500						
01W-27 Communications	1	LS								
01W-28 Safety and Security	1	LS								
01W-31 Landscaping	1	LS	\$ 172,896	\$ 172,896						
01W-32 Exterior Improvements	1	LS	\$ 346,510	\$ 346,510	\$ 837	\$ 57,967	\$ 50,348			
01W-35 Utilities	1	LS	\$ 162,750	\$ 162,750						
TOTAL DIRECT COSTS			\$ 3,985,378	\$ 3,899,214	\$ 237,341	\$ 106,866	\$ 82,378	\$ 99,985		
1.20% Building Permit			\$ 47,828	\$ 41,511	\$ 2,948	\$ 1,278	\$ 980	\$ 1,200		
1.50% Bonds & Insurance			\$ 60,985	\$ 52,541	\$ 3,608	\$ 1,617	\$ 1,250	\$ 1,516		
5.00% Construction Contingency			\$ 122,211	\$ 106,987	\$ 7,354	\$ 3,282	\$ 2,537	\$ 2,881		
5.00% Contractor's Fee			\$ 240,825	\$ 202,993	\$ 13,555	\$ 5,634	\$ 4,355	\$ 5,289		
7.50% Design Contingency			\$ 117,324	\$ 101,835	\$ 6,897	\$ 3,135	\$ 2,434	\$ 2,843		
2.65% Bid/price Contingency			\$ 104,433	\$ 90,543	\$ 7,172	\$ 3,216	\$ 2,486	\$ 2,830		
TOTAL (HARD COSTS)			\$ 4,865,091	\$ 4,609,192	\$ 277,820	\$ 124,671	\$ 96,369	\$ 117,038		
0.25% Performance Report			\$ 11,667	\$ 10,135	\$ 695	\$ 312	\$ 241	\$ 281		
0.50% ST & SP			\$ 29,325	\$ 20,246	\$ 1,399	\$ 673	\$ 482	\$ 565		
4.00% Design Fees			\$ 180,000	\$ 180,000						
0.00% S&C/W&C Allowance										
6.00% Owner Project Contingency			\$ 186,804	\$ 161,968	\$ 11,112	\$ 4,987	\$ 3,855	\$ 4,682		
ESTIMATE TOTAL (HARD & SOFT COSTS)			\$ 5,065,682	\$ 4,821,529	\$ 291,017	\$ 130,593	\$ 100,948	\$ 122,599		



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CLARIFICATIONS

Date: December 14, 2024

GENERAL

- 1) This proposal provides for a complete project scope, but is not based solely on the plans and specifications issued. To ensure the validity of the estimate, we have made some assumptions to ensure a complete and functional project scope. Throughout the design process, we intend to work closely with the Architects and Engineers to maintain the design concept, program scope, and budget.
- 2) This proposal is based on site diagrams, dated October 25, 2024 as prepared by Damon Farber. A project manual, including project specifications has not been provided at this time.
- 3) This proposal is based on December 2024 construction pricing, with escalation applied until March 2025. Market pricing has been severely impacted by market inflation.
- 4) This proposal is based on the Owner providing clear access to the site during construction operations.
- 5) Cost associated with delays resulting from adjacent project operations and infrastructure work which is not a part of, or under the control of this project team is not included in this proposal.
- 6) The project site is assumed to be free of any above ground or below ground hazardous materials and/or hazardous conditions, as well as any environmental and/or endangered species, flora, fauna, or wetlands requiring mitigation. We have not accounted for differing and/or hidden site conditions that vary from the information contained in the drawings and specification, or project soils report.
- 7) All allowance amounts included in our proposal are inclusive of labor, material, equipment, shop, plant, hoisting, and applicable taxes unless otherwise noted.
- 8) Excludes builders risk insurance. Assumes the County will carry the Property Insurance. See PART 2 AGREEMENT, Exhibit F, Article 4, Part 2 Insurance Requirements.
- 9) Excludes Pollution/Environment impact coverage and Umbrella Liability coverage. See PART 2 AGREEMENT, Exhibit F, Article 4.4 and 4.5, which are excluded in their entirety.

SITE / CIVIL

- 1) Includes removal of existing signage, asphalt pavement, concrete pavement and utility castings.
- 2) Demo key note #2 is interpreted as a complete removal and haul off of existing asphalt pavement section
- 3) Assumes existing subgrade is acceptable and sufficient to receive new asphalt pavement, with minimal grading and compaction required.
- 4) Includes a 2" mill and overlay of the drive lane, stripe to match existing conditions.
- 5) Includes 2" base course w/ tack coat, 2" wear course and striping layout as designed.
- 6) Includes removal of existing sand play area inside the facility / within the pool play area.
- 7) Includes removal and regrading of concrete pavement at facility entry.
- 8) Includes concrete curb patching, sidewalk replacement and concrete paving.
- 9) Includes storm sewer and storm utility additions and replacements, including: catch basins, castings, silt baffles, cleanouts, surface inlets & area drains, drain tile, outlets and flares



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CLARIFICATIONS

Date: December 14, 2024

- 10) Soil boring have not been acquired onsite, unforeseen soil corrections are NOT included in this pricing.

LANDSCAPING

1) ENLARGEMENT AREA A:

- a. Excludes site furniture shown on plans. GMP includes a furniture allowance, see estimate detail.
- b. Includes recreational play equipment as shown per design development documents.

2) ENLARGEMENT AREA B:

- a. Excludes site furniture shown on plans. GMP includes a furniture allowance, see estimate detail.
- b. Excludes hammocks as shown.

3) ENLARGEMENT AREA C: ALTERNATE #1

- a. See estimate detail for line item inclusions.
- b. Excludes furnishings shown on plans. GMP includes a furniture allowance, see estimate detail.

4) ENLARGEMENT AREA D:

- a. Excludes site furniture shown on plans. GMP includes a furniture allowance, see estimate detail.
- b. Excludes poured-in-place rubber surface, includes artificial turf in its place.
- c. Excludes playground equipment as shown. This equipment is not desired by the Owner.

5) ENLARGEMENT AREA E: ALTERNATE #2

- a. See estimate detail for line item inclusions.
- b. Excludes site furniture shown on plans. GMP includes a furniture allowance, see estimate detail.

6) ENLARGEMENT AREA F: ALTERNATE #3

- a. See estimate detail for line item inclusions.
- b. Excludes site furniture shown on plans. GMP includes a furniture allowance, see estimate detail.

7) ENLARGEMENT AREA G:

- a. Excludes site furniture shown on plans. GMP includes a furniture allowance, see estimate detail.

ARCHITECTURAL & STRUCTURAL

1) ARCHITECTURAL

- ADA modifications include: entry door modification, toilet stall modifications, added grab bars, stall door replacement and modification to showers for code compliance.
- Includes reconstruction of the pool chemical storage rooms, including concrete, masonry, doors&hardware, floor finish and painting.

2) STRUCTURAL

- a. Includes reconstruction of the pool chemical storage rooms (concrete and masonry).
- b. Includes a jib style equipment crane / hoist installed on existing structural steel.

PLUMBING, MECHANICAL & ELECTRICAL



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CLARIFICATIONS

Date: December 14, 2024

1) PLUMBING

- a. Assumes existing concessions prep space will be converted into storage, thus eliminating any need to modify existing space to accommodate "food service kitchen" standards.
- b. Includes removal and replacement of existing domestic waterheaters.
- c. Includes replacement of the existing floor drains in the shower / locker rooms.
- d. Includes allowance to replace existing shower towers.

2) MECHANICAL

- a. Assumes pool heater, existing boilers, will be replaced by div 13 Pool Vendor
- b. Includes replacement of all air terminals and cleaning of existing ductwork.
- c. At the chemical storage room the scope includes removal of existing (1) common exhaust fan that serves Chlorine Storage 001 and Acid Storage 002 and replace it with (2) separate, dedicated exhaust fans to serve chemical storage spaces separately.
- d. Includes replacement of interior grilles.
- e. Includes modifications to existing HVAC to improve the as-built condition of the combustion air intake.
- f. Includes replacement of existing domestic waterheaters with (2) new units.
- g. Excludes conceptual schematic to provide a redundant boilers with (4) heat exchanger for pool water heat and domestic hot water.

3) ELECTRICAL

- a. Includes demolition of power and lighting to accommodate new construction.
- b. Includes lighting w/ lighting controls, connections to mechanical equipment (exhaust fan, boilers and waterheaters), supply & install of (5) VFD's, installation of new transformer, distribution panel and circuitry to accommodate new items and connections for existing items.
- c. Includes site rough-in and power as shown for RV receptacles and EV charging stations (current and future).
- d. Includes allowance for (15) solotube sky lights.

POOLS

1) POOL A : LEISURE POOL

- a. Includes demolition of existing play equipment, surface finishes, pool floor and pool deck to accommodate repair and new play feature scopes.
- b. Includes pool wall repairs based upon full, partial and surface repairs as detailed and defined by WTI. See exhibit A attachments for additional detail.
- c. Includes new pool finishes (plaster and tile).
- d. Includes new play equipment / feature, associated pool structure and piping modifications required to accommodate.
- e. Includes replacement of existing main drain, strainers, baskets and depth marker.
- f. Includes replacement of existing pool heaters with (2) new units. Supports pool A and pool B.
- g. Includes VFD's at existing pool pumps. Supports pool A and pool B.

2) POOL B : SLIDE POOL

- a. Includes refurbishment of existing slide flume.



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CLARIFICATIONS

Date: December 14, 2024

- b. Includes pool wall repairs based upon full, partial and surface repairs as detailed and defined by WTI. See exhibit A attachments for additional detail.
- c. Includes new pool finishes (plaster and tile).
- d. Includes replacement of existing main drain, strainers, baskets and depth marker.
- e. Includes replacement of existing pool heaters with (2) new units. Supports pool A and pool B.
- f. Includes VFD's at existing pool pumps. Supports pool A and pool B.

THE FOLLOWING ITEMS ARE EXCLUDED FROM OUR PROPOSAL:

- 1) Financing costs
- 2) Legal, physical, and utility surveys
- 3) Overtime premiums
- 4) Property acquisition, development fees, land use fees and/or special assessments
- 5) Owner fixtures and furnishings other than those described in the project documents with delineated purchasing and installation responsibilities
- 6) Owner and/or Architect office trailers, equipment and supplies
- 7) Abatement of hazardous materials, if any
- 8) Removal of unforeseen structures or obstructions
- 9) Off-site improvements
- 10) Soil stabilization
- 11) Rock Excavation
- 12) CCTV / Security Systems
- 13) Energy management systems
- 14) Window treatments or drapery pockets
- 15) Exterior building signage
- 16) Window Washing Equipment
- 17) Building Directory
- 18) Labor to unload or install Owner furnished equipment
- 19) Guard services or Security services



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BASE SCOPE (site, civil, building & pool)		
DIVISION SUMMARY		
DIVISION 1	GENERAL REQUIREMENTS	\$ 397,144.94
DIVISION 2	EXISTING CONDITIONS	\$ 14,065.00
DIVISION 3	CONCRETE	\$ 4,961.00
DIVISION 4	MASONRY	\$ 28,800.00
DIVISION 5	METALS	\$ 5,000.00
DIVISION 6	WOOD AND PLASTIC	\$ -
DIVISION 7	THERMAL/MOISTURE PROTECTION	\$ -
DIVISION 8	OPENINGS	\$ 9,400.00
DIVISION 9	FINISHES	\$ 6,658.00
DIVISION 10	SPECIALTIES	\$ 62,500.00
DIVISION 11	EQUIPMENT	\$ -
DIVISION 12	FURNISHINGS	\$ 52,500.00
DIVISION 13	SPECIAL CONSTRUCTION	\$ 1,615,348.84
DIVISION 14	CONVEYING SYSTEMS	\$ -
DIVISION 21	FIRE SUPPRESSION	\$ -
DIVISION 22	PLUMBING	\$ 64,180.00
DIVISION 23	HVAC	\$ 91,500.00
DIVISION 26	ELECTRICAL	\$ 186,500.00
DIVISION 27	COMMUNICATIONS	\$ -
DIVISION 28	ELECTRONIC SAFETY & SECURITY	\$ -
DIVISION 31	EARTHWORK	\$ 172,396.00
DIVISION 32	EXTERIOR IMPROVEMENTS	\$ 585,510.22
DIVISION 33	UTILITIES	\$ 162,750.00
SUBTOTAL HARD COST:		\$ 3,459,214.00
Building Permit		1.20% \$ 41,510.57
Bonds & Insurance		1.50% \$ 52,510.87
Construction Contingency		3.00% \$ 106,397.06
Contractor's Fee		5.00% \$ 182,991.62
Design Contingency		2.65% \$ 101,834.84
Estimate Contingency		2.65% \$ 104,533.46
TOTAL		\$ 4,049,192.43
SOFT COSTS		
Geotechnical Report		0.25% \$ 10,122.98
ST & SI		0.50% \$ 20,245.96
Design Fees		4.00% \$ 180,000.00
SAC/WAC Allowance		0.00% \$ -
Owner Project Contingency		4.00% \$ 161,967.70
PROJECT TOTAL (Including Soft Costs)		\$ 4,421,529.07



100% Satisfaction Guarantee

60/50



BASE SCOPE (site, civil, building & pool)					
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 1	GENERAL REQUIREMENTS				
010000	General Conditions	1	ls	\$ 397,144.94	\$ 397,144.94
	Phase I Commitments				
	Design-Build Fee				
	Base Contract	1	ls	\$ 338,475.00	\$ 338,475.00
	CM@1 - Mechanical Study	1	ls	\$ 6,000.00	\$ 6,000.00
	Add'l Pool Cover	1	ls	\$ 4,170.00	\$ 4,170.00
	Owner Costs				
	Surveying & Wetland Delineation BY OWNER	0	ls	\$ 20,000.00	\$
	Grout Pool-coring Part. BY OWNER	0	ls	\$ 28,000.00	\$
	Appropriation Detection BY OWNER	0	ls	\$ 2,500.00	\$
	FOR ESTIMATE PURPOSES, BACKOUT PHASE I Costs	1	ls	\$ (148,645.00)	\$ (148,645.00)
	DIVISION 1: TOTAL				\$ 397,144.94
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 2	EXISTING CONDITIONS				
020113	Selective Demolition				
	Interior SQG Removal 113 sf				\$
	Trench Drain Removal	152	sf	45.00	\$ 6,840.00
	Interior Demolition	1	LS	7225.00	\$ 7,225.00
	DIVISION 2: TOTAL				\$ 14,065.00
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 3	CONCRETE				
030000	Cast-In-Place Concrete				
	FRF Interior SQG (5")	113	sf	17.00	\$ 1,921.00
	Patchback at Trench Drain	152	sf	20.00	\$ 3,040.00
	Site Concrete --> in Div. 12				
	DIVISION 3: TOTAL				\$ 4,961.00
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 4	MASONRY				
420000	Non-Bearing Unit Masonry				
	Interior CMU Walls @ Pool Chemical Storage				
	8" CMU Walls w/ #4 @ 24" O.C.	288	sf	100.00	\$ 28,800.00
	DIVISION 4: TOTAL				\$ 28,800.00
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 5	METALS				
051200	Structural Steel				
	Jib Crane				
	GORBEL WC200-B1-12-W8	1	ls	5000.00	\$ 5,000.00
	DIVISION 5: TOTAL				\$ 5,000.00
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 6	WOOD AND PLASTIC				
061000	Rough-Carpentry				
	DIVISION 6: TOTAL				\$
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 7	THERMAL/MOISTURE PROTECTION				
071300	Waterproofing				
	DIVISION 7: TOTAL				\$
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 8	OPENINGS				
081113	Hollow Metal Doors & Frames				
	Building				
	HM (Interior)				
	Chemical Room Doors (double doors)	1	ea	3000.00	\$ 3,000.00
	Chemical Room Doors (single door)	1	ea	2000.00	\$ 2,000.00



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BASE SCOPE (site, civil, building & pool)					
DIVISION 21	FIRE SUPPRESSION				
211000	Fire Suppression Sprinkler System				
	Shower Room & Restroom Building	1830	sf	0.00	\$ -
	Admin, Ticketing, Lifeguard and Storage	800	sf	0.00	\$ -
	Pool Mechanical Room	1030	sf	0.00	\$ -
DIVISION 21: TOTAL					\$ -
DIVISION 22	PLUMBING				
220000	Plumbing				
	Shower Room & Restroom Building	1830	sf	14.00	\$ 25,620.00
	Admin, Ticketing, Lifeguard and Storage	800	sf	14.00	\$ 11,200.00
	Pool Mechanical Room	1030	sf	12.00	\$ 12,360.00
	Shower Towers	1	LS	15000.00	\$ 15,000.00
DIVISION 22: TOTAL					\$ 64,180.00
DIVISION 23	HVAC				
230000	HVAC				
	Shower Room & Restroom Building	1830	sf	25.00	\$ 45,750.00
	Admin, Ticketing, Lifeguard and Storage	800	sf	25.00	\$ 20,000.00
	Pool Mechanical Room	1030	sf	25.00	\$ 25,750.00
DIVISION 23: TOTAL					\$ 91,500.00
DIVISION 26	ELECTRICAL				
260000	Electrical				
	Electrical Scope				\$ -
	Demolition	1	LS	6000.00	\$ 6,000.00
	Lighting	1	LS	15110.00	\$ 15,110.00
	Distribution	1	LS	55390.00	\$ 55,390.00
	Power/Site	1	LS	35600.00	\$ 35,600.00
	HVAC Equipment	1	LS	36900.00	\$ 36,900.00
	Shower Room & Restroom Building	1830	sf	0.00	\$ -
	Admin, Ticketing, Lifeguard and Storage	800	sf	0.00	\$ -
	Pool Mechanical Room	1030	sf	0.00	\$ -
	SoloTube Skylight Fixtures - Allowance	15	ea	2500.00	\$ 37,500.00
DIVISION 26: TOTAL					\$ 186,500.00
DIVISION 27	COMMUNICATIONS				
270000	Communications				
DIVISION 27: TOTAL					\$ -
DIVISION 28	ELECTRONIC SAFETY & SECURITY				
280000	Safety & Security				
DIVISION 28: TOTAL					\$ -
DIVISION 31	EARTHWORK				
310000	Earthwork				
	Site Removals (excl. asphalt), SWPPP, subbase prep, topsoil & final grade	1	LS	165602.00	\$ 165,602.00
	Class V at parking lot and pavers	1	LS	6794.00	\$ 6,794.00
DIVISION 31: TOTAL					\$ 172,396.00
DIVISION 32	EXTERIOR IMPROVEMENTS				
320000	Asphalt Paving				
	New 4" Asphalt Lift (includes removal of existing)	11,000	sy	33.50	\$ 402,000.00
	MIS & Overlay	1,722	sy	20.00	\$ 34,444.44
	Striping	1	LS	6000.00	\$ 6,000.00
	Parking and ADA Signage - ALLOWANCE	1	LS	15000.00	\$ 15,000.00
320000	Site Concrete				
	Moat, Curb & Gutter, 6" Sidewalk, 6" Bounmint	1	LS	51200.00	\$ 51,200.00



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BASE SCOPE (site, civil, building & pool)					
329300	Landscaping				
	Irrigation	16,740.00	sf	2.95	\$ 47,908.00
	Sod	1,804.44	sq	13.00	\$ 23,457.78
328000	Fencing and Gates				
	Fence Modification Allowance	1	ls	5500.00	\$ 5,500.00
					\$ -
DIVISION 32: TOTAL					\$ 585,510.22
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 33	UTILITIES				
331000	Utilities				
	Parking Lot Castings Repalcements, Draintile & Area Drains	1	ls	162750.00	\$ 162,750.00
DIVISION 33: TOTAL					\$ 162,750.00





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Area A (large gathering & little's play)

DIVISION SUMMARY		
DIVISION 1	GENERAL REQUIREMENTS	\$ 22,225.63
DIVISION 2	EXISTING CONDITIONS	\$ -
DIVISION 3	CONCRETE	\$ 58,179.00
DIVISION 4	MASONRY	\$ -
DIVISION 5	METALS	\$ 64,500.00
DIVISION 6	WOOD AND PLASTIC	\$ 17,550.00
DIVISION 7	THERMAL/MOISTURE PROTECTION	\$ -
DIVISION 8	OPENINGS	\$ -
DIVISION 9	FINISHES	\$ 5,000.00
DIVISION 10	SPECIALTIES	\$ -
DIVISION 11	EQUIPMENT	\$ -
DIVISION 12	FURNISHINGS	\$ 69,000.00
DIVISION 13	SPECIAL CONSTRUCTION	\$ -
DIVISION 14	CONVEYING SYSTEMS	\$ -
DIVISION 21	FIRE SUPPRESSION	\$ -
DIVISION 22	PLUMBING	\$ -
DIVISION 23	HVAC	\$ -
DIVISION 26	ELECTRICAL	\$ -
DIVISION 27	COMMUNICATIONS	\$ -
DIVISION 28	ELECTRONIC SAFETY & SECURITY	\$ -
DIVISION 31	EARTHWORK	\$ -
DIVISION 32	EXTERIOR IMPROVEMENTS	\$ 886.56
DIVISION 33	UTILITIES	\$ -
SUBTOTAL PROJECT COST:		\$ 237,341.19
	Building Permit 1.20%	\$ 2,848.09
	Bonds & Insurance 1.50%	\$ 3,602.84
	Construction Contingency 3.00%	\$ 7,313.75
	Contractor's Fee 5.00%	\$ 12,555.29
	Design Contingency 2.65%	\$ 6,987.02
	Estimate Contingency 2.65%	\$ 7,172.18
	TOTAL	\$ 277,820.38
SOFT COSTS		
	Geotechnical Report 0.25%	\$ 694.55
	ST & SI 0.50%	\$ 1,389.10
	Design Fees 0.00%	\$ -
	SAC/WAC Allowance 0.00%	\$ -
	Owner Project Contingency 4.00%	\$ 11,112.82
PROJECT TOTAL (including Soft Costs)		\$ 291,016.84



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Area A (large gathering & little's play)

Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 1	GENERAL REQUIREMENTS				
010000	General Conditions	1	ls	\$ 22,225.63	\$ 22,225.63
	DIVISION 1: TOTAL				\$ 22,225.63
DIVISION 2	EXISTING CONDITIONS				
024100	Demolition In BASE SCOPE				
	DIVISION 2: TOTAL				\$ -
DIVISION 3	CONCRETE				
033000	Cast-In-Place Concrete				
	Mobilization	1	ea	1200.00	\$ 1,200.00
	Pergola Footings	9	ea	2500.00	\$ 22,500.00
	Site Concrete Paving (5")	3296.7	s ²	10.00	\$ 32,967.00
	V Curb	42	lf	36.00	\$ 1,512.00
	DIVISION 3: TOTAL				\$ 58,179.00
DIVISION 4	MASONRY				
	DIVISION 4: TOTAL				\$ -
DIVISION 5	METALS				
51200	Structural Steel				
	Pergola Columns	9	ea	3000.00	\$ 27,000.00
	Pergola Beams	9	ea	2500.00	\$ 22,500.00
	Pergola Perflins & End Channels	8	ea	1250.00	\$ 10,000.00
	Pergola Steel Acc's	1	ls	5000.00	\$ 5,000.00
	DIVISION 5: TOTAL				\$ 64,500.00
DIVISION 6	WOOD AND PLASTIC				
61000	Rough-Carpentry				
	Pergola Perflins	1170	lf	15.00	\$ 17,550.00
	DIVISION 6: TOTAL				\$ 17,550.00
DIVISION 7	THERMAL/MOISTURE PROTECTION				
	DIVISION 7: TOTAL				\$ -
DIVISION 8	OPENINGS				
	DIVISION 8: TOTAL				\$ -
DIVISION 9	FINISHES				
99100	Painting				
	Painted Metals	1	ls	5000.00	\$ 5,000.00
	DIVISION 9: TOTAL				\$ 5,000.00
DIVISION 10	SPECIALTIES				
100000	Pool Equipment/Recreation				



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Area A (large gathering & little's play)					
DIVISION 10: TOTAL					\$ -
Spec / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 11	EQUIPMENT				
110000	N/A				
DIVISION 11: TOTAL					\$ -
Spec / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 12	FURNISHINGS				
122000	FURNISHINGS				
	SF-02 Bistro Tables BY OWNER	0	ea	1500.00	\$ -
	SF-03 Bistro Chairs BY OWNER	0	ea	500.00	\$ -
	AM-04 10x10 Shade Structure	1	ea	7500.00	\$ 7,500.00
	PE-04 Play Eq. Type 04 Timberform	10	ea	550.00	\$ 5,500.00
	PE-02 Cottage Play House Alpine Play Huts 1 Earthscape Collections	2	ea	19750.00	\$ 39,500.00
	PE-01 Modern Play House Playhouse 1 Playhouse Equipment from Playworld	1	ea	16500.00	\$ 16,500.00
	SF-05 Lounge Chair BY OWNER	0	ea	500.00	\$ -
DIVISION 12: TOTAL					\$ 69,000.00
Spec / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 13	SPECIAL CONSTRUCTION				
DIVISION 13: TOTAL					\$ -
Spec / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 14	CONVEYING SYSTEMS				
	N/A				\$ -
DIVISION 14: TOTAL					\$ -
Spec / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 21	FIRE SUPPRESSION				
211000	Fire Suppression Sprinkler System				
	N/A				
DIVISION 21: TOTAL					\$ -
Spec / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 22	PLUMBING				
220000	Plumbing				
	N/A				\$ -
DIVISION 22: TOTAL					\$ -
Spec / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 23	HVAC				
230000	HVAC				
	N/A				\$ -
DIVISION 23: TOTAL					\$ -
Spec / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 26	ELECTRICAL				
260000	Electrical				
	N/A				\$ -
DIVISION 26: TOTAL					\$ -



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Area A (large gathering & little's play)					
Spec / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 27	COMMUNICATIONS				
270000	Communications				
	N/A				
DIVISION 27: TOTAL					\$ -
Spec / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 28	ELECTRONIC SAFETY & SECURITY				
280000	Safety & Security				
	N/A				
DIVISION 28: TOTAL					\$ -
Spec / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 31	EARTHWORK				
310000	Earthwork				
DIVISION 31: TOTAL					\$ -
Spec / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 32	EXTERIOR IMPROVEMENTS				
329300	Landscaping (CREDITS)				
	Irrigation	5,782.00	sf	-2.00	\$ (11,564.00)
	Sod	642.44	sy	-10.00	\$ (6,424.44)
329300	Landscaping				
	Artificial Turf	475	sf	15.00	\$ 7,125.00
	Ornamental Tree	3	ea	750.00	\$ 2,250.00
	Shade Tree	1	ea	1,000.00	\$ 1,000.00
	Planting Allowance	1	ls	3,000.00	\$ 3,000.00
	Restoration	1	ls	3,000.00	\$ 3,000.00
325000	Fencing and Gates				
	Fence Modification	1	ls	2,500.00	\$ 2,500.00
	ALLOWANCE				
DIVISION 32: TOTAL					\$ 886.56
Spec / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 33	UTILITIES				
DIVISION 33: TOTAL					\$ -



361-461-0300
8711 Kila, WA



Area B (tween gathering & lounge)

DIVISION SUMMARY		
DIVISION 1	GENERAL REQUIREMENTS	\$ 9,973.71
DIVISION 2	EXISTING CONDITIONS	\$ -
DIVISION 3	CONCRETE	\$ 4,866.00
DIVISION 4	MASONRY	\$ -
DIVISION 5	METALS	\$ -
DIVISION 6	WOOD AND PLASTIC	\$ -
DIVISION 7	THERMAL/MOISTURE PROTECTION	\$ -
DIVISION 8	OPENINGS	\$ -
DIVISION 9	FINISHES	\$ -
DIVISION 10	SPECIALTIES	\$ -
DIVISION 11	EQUIPMENT	\$ -
DIVISION 12	FURNISHINGS	\$ 34,000.00
DIVISION 13	SPECIAL CONSTRUCTION	\$ -
DIVISION 14	CONVEYING SYSTEMS	\$ -
DIVISION 21	FIRE SUPPRESSION	\$ -
DIVISION 22	PLUMBING	\$ -
DIVISION 23	HVAC	\$ -
DIVISION 26	ELECTRICAL	\$ -
DIVISION 27	COMMUNICATIONS	\$ -
DIVISION 28	ELECTRONIC SAFETY & SECURITY	\$ -
DIVISION 31	EARTHWORK	\$ -
DIVISION 32	EXTERIOR IMPROVEMENTS	\$ 52,666.67
DIVISION 33	UTILITIES	\$ -
SUBTOTAL PROJECT COST:		\$ 106,506.37
	Building Permit 1.20%	\$ 1,278.08
	Bonds & Insurance 1.50%	\$ 1,616.77
	Construction Contingency 3.00%	\$ 3,282.04
	Contractor's Fee 5.00%	\$ 5,634.16
	Design Contingency 2.65%	\$ 3,135.41
	Estimate Contingency 2.65%	\$ 3,218.50
	TOTAL	\$ 124,671.33
SOFT COSTS		
	Geotechnical Report 0.25%	\$ 311.68
	ST & SI 0.50%	\$ 623.36
	Design Fees 0.00%	\$ -
	SAC/WAC Allowance 0.00%	\$ -
	Owner Project Contingency 4.00%	\$ 4,986.85
PROJECT TOTAL (including Soft Costs)		\$ 130,593.21


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Area B (tween gathering & lounge)

Spec / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 1	GENERAL REQUIREMENTS				
010000	General Conditions	1	ls	\$ 9,973.71	\$ 9,973.71
	DIVISION 1: TOTAL				\$ 9,973.71
DIVISION 2	EXISTING CONDITIONS				
024100	Demolition In BASE SCOPE				
	DIVISION 2: TOTAL				\$ -
DIVISION 3	CONCRETE				
033000	Cast-In-Place Concrete				
	Mobilization	1	ea	1200.00	\$ 1,200.00
	Site Concrete Paving (5")	165	sf	10.00	\$ 1,650.00
	V Curb	56	lf	36.00	\$ 2,016.00
	DIVISION 3: TOTAL				\$ 4,866.00
DIVISION 4	MASONRY				
42000	Load Bearing CMU				
	DIVISION 4: TOTAL				\$ -
DIVISION 5	METALS				
51200	Structural Steel				
	DIVISION 5: TOTAL				\$ -
DIVISION 6	WOOD AND PLASTIC				
61000	Rough-Carpentry				
	DIVISION 6: TOTAL				\$ -
DIVISION 7	THERMAL/MOISTURE PROTECTION				
071300	Waterproofing				
	DIVISION 7: TOTAL				\$ -
DIVISION 8	OPENINGS				
081113	Hollow Metal Doors & Frames				
	DIVISION 8: TOTAL				\$ -
DIVISION 9	FINISHES				
09000					
	DIVISION 9: TOTAL				\$ -
DIVISION 10	SPECIALTIES				
	DIVISION 10: TOTAL				\$ -
DIVISION 11	EQUIPMENT				





363-483-0307
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Area B (tween gathering & lounge)

Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 28	ELECTRONIC SAFETY & SECURITY				
280000	Safety & Security				
	DIVISION 28: TOTAL				\$ -
DIVISION 31	EARTHWORK				
310000	Earthwork				
	DIVISION 31: TOTAL				\$ -
DIVISION 32	EXTERIOR IMPROVEMENTS				
329300	Landscaping (CREDITS)				
	Irrigation	3,540.00	sf	-2.00	\$ (7,080.00)
	Sod	393.33	sq	10.00	\$ (3,933.33)
329300	Landscaping				
	Artificial Turf	2135	sf	18.00	\$ 38,430.00
	Ornamental Tree	0	ea	750.00	\$ -
	Shade Tree	1	ea	1000.00	\$ 1,000.00
	Planting Allowance	1	ls	3000.00	\$ 3,000.00
	Restoration	1	ls	3000.00	\$ 3,000.00
	Stone Retaining Wall 2' deep x 2' tall	57	lf	250.00	\$ 14,250.00
	Fencing	60	lf	150.00	\$ 9,000.00
	DIVISION 32: TOTAL				\$ 57,666.67
DIVISION 33	UTILITIES				
331000	Utilities				
	DIVISION 33: TOTAL				\$ -



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Area D (mid-ties play & lounge)

DIVISION SUMMARY		
DIVISION 1	GENERAL REQUIREMENTS	\$ 7,709.51
DIVISION 2	EXISTING CONDITIONS	\$ -
DIVISION 3	CONCRETE	\$ 5,230.00
DIVISION 4	MASONRY	\$ -
DIVISION 5	METALS	\$ -
DIVISION 6	WOOD AND PLASTIC	\$ -
DIVISION 7	THERMAL/MOISTURE PROTECTION	\$ -
DIVISION 8	OPENINGS	\$ -
DIVISION 9	FINISHES	\$ -
DIVISION 10	SPECIALTIES	\$ -
DIVISION 11	EQUIPMENT	\$ -
DIVISION 12	FURNISHINGS	\$ 19,000.00
DIVISION 13	SPECIAL CONSTRUCTION	\$ -
DIVISION 14	CONVEYING SYSTEMS	\$ -
DIVISION 21	FIRE SUPPRESSION	\$ -
DIVISION 22	PLUMBING	\$ -
DIVISION 23	HVAC	\$ -
DIVISION 26	ELECTRICAL	\$ -
DIVISION 27	COMMUNICATIONS	\$ -
DIVISION 28	ELECTRONIC SAFETY & SECURITY	\$ -
DIVISION 31	EARTHWORK	\$ -
DIVISION 32	EXTERIOR IMPROVEMENTS	\$ 50,388.11
DIVISION 33	UTILITIES	\$ -
SUBTOTAL PROJECT COST:		\$ 82,327.62
	Building Permit 1.20%	\$ 987.93
	Bonds & Insurance 1.50%	\$ 1,249.73
	Construction Contingency 3.00%	\$ 2,536.96
	Contractor's Fee 5.00%	\$ 4,355.11
	Design Contingency 2.65%	\$ 2,423.62
	Estimate Contingency 2.65%	\$ 2,487.85
	TOTAL	\$ 96,368.82
SOFT COSTS		
	Geotechnical Report 0.25%	\$ 240.92
	ST & SI 0.50%	\$ 481.84
	Design Fees 0.00%	\$ -
	SAC/WAC Allowance 0.00%	\$ -
	Owner Project Contingency 4.00%	\$ 3,854.75
PROJECT TOTAL (including Soft Costs)		\$ 100,946.34



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Area D (mid-ties play & lounge)

Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 1	GENERAL REQUIREMENTS				
010000	General Conditions	1	ls	\$ 7,709.51	\$ 7,709.51
	DIVISION 1: TOTAL				\$ 7,709.51
DIVISION 2	EXISTING CONDITIONS				
024100	Demolition In BASE SCOPE				
	DIVISION 2: TOTAL				\$ -
DIVISION 3	CONCRETE				
033000	Concrete				
	Mobilization	1	ea	1200.00	\$ 1,200.00
	Site Concrete Paving (5")	25	sf	40.00	\$ 1,000.00
	V Curb	57	lf	36.00	\$ 2,052.00
	Concrete Stairs	6	lf	163.00	\$ 978.00
	DIVISION 3: TOTAL				\$ 5,230.00
DIVISION 4	MASONRY				
	DIVISION 4: TOTAL				\$ -
DIVISION 5	METALS				
	DIVISION 5: TOTAL				\$ -
DIVISION 6	WOOD AND PLASTIC				
	DIVISION 6: TOTAL				\$ -
DIVISION 7	THERMAL/MOISTURE PROTECTION				
	DIVISION 7: TOTAL				\$ -
DIVISION 8	OPENINGS				
	DIVISION 8: TOTAL				\$ -
DIVISION 9	FINISHES				
	DIVISION 9: TOTAL				\$ -
DIVISION 10	SPECIALTIES				
	DIVISION 10: TOTAL				\$ -
DIVISION 11	EQUIPMENT				
	DIVISION 11: TOTAL				\$ -
DIVISION 12	FURNISHINGS				
122000	FURNISHINGS				
	SF-02 Bistro Tables	0	ea	1500.00	\$ -
	SF-03 Bistro Chairs	0	ea	500.00	\$ -
	AM-03 16x16 Shade Structure	2	ea	9500.00	\$ 19,000.00

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Area D (mid-ties play & lounge)					
	AM-04 10x10 Shade Structure	0	ea	7500.00	\$
	PE-01 Modern Play House	0	ea	4500.00	\$
	PE-02 Cottage Play House	0	ea	3500.00	\$
	PE-03 Play Eq. Tree House Shade 2.03 - Redwood	0	ea	63000.00	\$
	PE-04 Play Eq. Type 04 Timberform	0	ea	550.00	\$
	PE-05 Play Eq. Timberform Stepph Rope and Log Post and Rope 1 Earthscape Collections	0	ea	8500.00	\$
	SF-05 Lounge Chair BY OWNER	0	ea	500.00	\$
DIVISION 12: TOTAL					\$ 19,000.00
Spec. / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 13	SPECIAL CONSTRUCTION				
DIVISION 13: TOTAL					\$ -
Spec. / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 14	CONVEYING SYSTEMS				
DIVISION 14: TOTAL					\$ -
Spec. / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 21	FIRE SUPPRESSION				
DIVISION 21: TOTAL					\$ -
Spec. / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 22	PLUMBING				
DIVISION 22: TOTAL					\$ -
Spec. / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 23	HVAC				
DIVISION 23: TOTAL					\$ -
Spec. / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 26	ELECTRICAL				
DIVISION 26: TOTAL					\$ -
Spec. / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 27	COMMUNICATIONS				
DIVISION 27: TOTAL					\$ -
Spec. / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 28	ELECTRONIC SAFETY & SECURITY				
DIVISION 28: TOTAL					\$ -
Spec. / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 31	EARTHWORK				
DIVISION 31: TOTAL					\$ -
Spec. / Division	Description	Qty	uom	Unit Cost	Total Cost
DIVISION 32	EXTERIOR IMPROVEMENTS				
329300	Landscaping				
329300	Landscaping (CREDITS)				
	Irrigation	1,880.00	sf	-2.00	\$ (3,760.00)
	Sod	208.89	sf	-10.00	\$ (2,088.89)
329300	Landscaping				
	Artificial Turf	1711	sf	17.00	\$ 29,087.00
	P-03 - PIP Rubber Surface	0	sf	75.00	\$

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Area D (mid-ties play & lounge)					
	Ornamental Tree	0	ea	750.00	\$ -
	Shade Tree	0	ea	1000.00	\$ -
	Planting Allowance	0	ls	3000.00	\$ -
	Restoration	1	ls	3000.00	\$ 3,000.00
	Stone Retaining Wall 2' deep x 3' tall	87	lf	250.00	\$ 21,750.00
	Stone Retaining Wall 1' deep x 3' tall	12	lf	200.00	\$ 2,400.00
					\$ -
DIVISION 32: TOTAL					\$ 50,388.11
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 33	UTILITIES				
331000	Utilities				
DIVISION 33: TOTAL					\$ -



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Area G (rental pavillion)

DIVISION SUMMARY		
DIVISION 1	GENERAL REQUIREMENTS	\$ 9,363.02
DIVISION 2	EXISTING CONDITIONS	\$ -
DIVISION 3	CONCRETE	\$ 35,522.00
DIVISION 4	MASONRY	\$ -
DIVISION 5	METALS	\$ 45,500.00
DIVISION 6	WOOD AND PLASTIC	\$ 8,600.00
DIVISION 7	THERMAL/MOISTURE PROTECTION	\$ -
DIVISION 8	OPENINGS	\$ -
DIVISION 9	FINISHES	\$ -
DIVISION 10	SPECIALTIES	\$ -
DIVISION 11	EQUIPMENT	\$ -
DIVISION 12	FURNISHINGS	\$ -
DIVISION 13	SPECIAL CONSTRUCTION	\$ -
DIVISION 14	CONVEYING SYSTEMS	\$ -
DIVISION 21	FIRE SUPPRESSION	\$ -
DIVISION 22	PLUMBING	\$ -
DIVISION 23	HVAC	\$ -
DIVISION 26	ELECTRICAL	\$ -
DIVISION 27	COMMUNICATIONS	\$ -
DIVISION 28	ELECTRONIC SAFETY & SECURITY	\$ -
DIVISION 31	EARTHWORK	\$ -
DIVISION 32	EXTERIOR IMPROVEMENTS	\$ -
DIVISION 33	UTILITIES	\$ -
SUBTOTAL PROJECT COST:		\$ 99,985.02
	Building Permit 1.20%	\$ 1,199.82
	Bonds & Insurance 1.50%	\$ 1,517.77
	Construction Contingency 3.00%	\$ 3,081.08
	Contractor's Fee 5.00%	\$ 5,289.18
	Design Contingency 2.65%	\$ 2,943.43
	Estimate Contingency 2.65%	\$ 3,071.43
	TOTAL	\$ 117,037.74
SOFT COSTS		
	Geotechnical Report 0.25%	\$ 292.59
	ST & SI 0.50%	\$ 585.19
	Design Fees 0.00%	\$ -
	SAC/WAC Allowance 0.00%	\$ -
	Owner Project Contingency 4.00%	\$ 4,681.51
PROJECT TOTAL (including Soft Costs)		\$ 127,597.03



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Area G (rental pavillion)

Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 1	GENERAL REQUIREMENTS				
010000	General Conditions	1	ls	\$ 9,363.02	\$ 9,363.02
	DIVISION 1: TOTAL				\$ 9,363.02
DIVISION 2	EXISTING CONDITIONS				
024100	Demolition In BASE SCOPE				
	DIVISION 2: TOTAL				\$ -
DIVISION 3	CONCRETE				
033000	Cast-In-Place Concrete				
	Mobilization	1	ea	1200.00	\$ 1,200.00
	Pergola Footings	8	ea	2500.00	\$ 20,000.00
	Site Concrete Paving (5")	1432.2	sf	10.00	\$ 14,322.00
	DIVISION 3: TOTAL				\$ 35,522.00
DIVISION 4	MASONRY				
	DIVISION 4: TOTAL				\$ -
DIVISION 5	METALS				
51200	Structural Steel				
	Pergola Columns	8	ea	3000.00	\$ 24,000.00
	Pergola Beams	6	ea	2500.00	\$ 15,000.00
	Pergola Perlins & End Channels	4	ea	1250.00	\$ 5,000.00
	Pergola Steel Acc's	1	ls	1500.00	\$ 1,500.00
	DIVISION 5: TOTAL				\$ 45,500.00
DIVISION 6	WOOD AND PLASTIC				
61000	Rough-Carpentry				
	Pergola Perlins	640	lf	15.00	\$ 9,600.00
	DIVISION 6: TOTAL				\$ 9,600.00
DIVISION 7	THERMAL/MOISTURE PROTECTION				
	DIVISION 7: TOTAL				\$ -
DIVISION 8	OPENINGS				
	DIVISION 8: TOTAL				\$ -
DIVISION 9	FINISHES				
	DIVISION 9: TOTAL				\$ -
DIVISION 10	SPECIALTIES				
	DIVISION 10: TOTAL				\$ -
DIVISION 11	EQUIPMENT				
	DIVISION 11: TOTAL				\$ -
DIVISION 12	FURNISHINGS				
122000	N/A				



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Area G (rental pavillion)					
	SF-02 Bistro Tables	0	ea	1500.00	\$
	SF-03 Bistro Chairs BY OWNER	0	ea	500.00	\$
	AM-03 16x16 Shade Structure	0	ea	9500.00	\$
	AM-04 10x10 Shade Structure	0	ea	7500.00	\$
	PE-01 Modern Play House	0	ea	4500.00	\$
	PE-02 Cottage Play House	0	ea	3500.00	\$
	PE-03 Play Eq. Tree House MODEL NO. 4510 WOOD AND POWDERCOAT CHROME	0	ea	25000.00	\$
	PE-04 Play Eq. Type 04 Timberform	0	ea	1000.00	\$
	PE-05 Play Eq. Timberform Stepping Chain	0	ea	7500.00	\$
	SF-05 Lounge Chair	0	ea	500.00	\$
DIVISION 12: TOTAL					\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 13	SPECIAL CONSTRUCTION				
DIVISION 13: TOTAL					\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 14	CONVEYING SYSTEMS				
DIVISION 14: TOTAL					\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 21	FIRE SUPPRESSION				
DIVISION 21: TOTAL					\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 22	PLUMBING				
DIVISION 22: TOTAL					\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 23	HVAC				
DIVISION 23: TOTAL					\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 26	ELECTRICAL				
DIVISION 26: TOTAL					\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 27	COMMUNICATIONS				
DIVISION 27: TOTAL					\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 28	ELECTRONIC SAFETY & SECURITY				
DIVISION 28: TOTAL					\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 31	EARTHWORK				
DIVISION 31: TOTAL					\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 32	EXTERIOR IMPROVEMENTS				



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Area G (rental pavillion)					
329300	Landscaping (CREDITS)				
	Irrigation	1,864.00	sf	-2.00	\$ (3,728.00)
	Sod	207.11	sqY	-10.00	\$ (2,071.11)
329300	Landscaping				
	Artificial Turf	440	sf	15.00	\$ 6,600.00
	Ornamental Tree	0	ea	750.00	\$ -
	Shade Tree	0	ea	1000.00	\$ -
	Planting Allowance	0	ls	3000.00	\$ -
	Restoration	0	ls	3000.00	\$ -
	Stone Retaining Wall 2' deep x 3' tall	0	lf	250.00	\$ -
	Stone Retaining Wall 1' deep x 3' tall	105	lf	200.00	\$ 21,000.00
	Stone Retaining Wall 1' deep x 1.5' tall	0	lf	100.00	\$ -
326000	Fencing and Gates				
	Fence Modification ALLOWANCE	0	ls	5000.00	\$ -
DIVISION 32: TOTAL					\$ -
Spec. # Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 33	UTILITIES				
DIVISION 33: TOTAL					\$ -

GENERAL CONDITIONS				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
01 - PROFESSIONAL SERVICES				
3rd Party Consultant	LS	1	0.00	\$ -
Document Reviews	LS	1	0.00	\$ -
			Sub-Total	\$ -
02 - CONSTRUCTION SERVICES				
Survey - Cost of Work	LS	1	5000.00	\$ 5,000.00
Layout/ Controls	LS	1	0.00	\$ -
Photos/ Conditions Documentation	WK	52	0.00	\$ -
			Sub-Total	\$ 5,000.00
03 - SUPERVISION/ PROJECT MANAGEMENT PERSONNEL				
Project Executive / Principal	HR	26.1	165.00	\$ 4,313.57
Preconstruction Project Manager	HR	52.6	150.00	\$ 7,885.71
Estimator	HR	105.1	125.00	\$ 13,142.86
Construction Project Manager	HR	601.3	125.00	\$ 75,160.71
Superintendent	HR	1045.7	120.00	\$ 125,485.71
Assistant Project Manager	HR	627.4	100.00	\$ 62,742.86
Field Engineer	HR	0.0	0.00	\$ -
Safety Coordinator	HR	13.1	125.00	\$ 1,633.93
Quality Control	HR	13.1	125.00	\$ 1,633.93
Administrative Assistance	HR	52.3	85.00	\$ 4,444.29
			Sub-Total	\$ 296,443.57
04 - RELOCATION / TRAVEL				
Supervisory Travel	WK	52	0.00	\$ -
Supervisory Relocation	WK	52	0.00	\$ -
			Sub-Total	\$ -
05 - FIELD OFFICE EXPENSES				
Furniture/Fixtures	MO	12	0.00	\$ -
Office Equipment	MO	12	0.00	\$ -
Office Supplies	MO	6.04	350.00	\$ 2,113.16
Subcontractors Solicitation	MO	12	0.00	\$ -
Printing/ Purchase Drawings & Specs	MO	6.04	300.00	\$ 1,811.28
Postage/Overnight Mail	MO	6.04	150.00	\$ 905.64
			Sub-Total	\$ 4,830.09
06 - TEMPORARY FACILITIES				
Field Office	MO	0.00	2500.00	\$ -
Temp Sanitary Facilities	MO	6.04	250.00	\$ 1,509.40
Tool Storage	MO	6.04	0.00	\$ -
Tree Protection	LS			\$ -
Temporary Fencing	LS	1	5000.00	\$ 5,000.00
Temporary Fence-Gates	LS			\$ -
Maintain Temporary Fencing	LS			\$ -
Snow Fence	LS			\$ -
Covered Walkway	LS			\$ -
Overhead Protection	LS			\$ -
Temporary Stairs	EA			\$ -
Temporary Ladders	EA			\$ -
Landing Platform	EA			\$ -
Temporary Roofing	LS			\$ -
Temporary Building Closure	LS			\$ -
Temporary Doors	EA			\$ -
Elevator Protection	EA			\$ -
Elevator Maintenance	EA			\$ -
Project Sign	LS	1	2500.00	\$ 2,500.00
Temporary Protection	LS	1	3500.00	\$ 3,500.00
Floor Protection	LS			\$ -
			Sub-Total	\$ 12,509.40
07 - CONSTRUCTION UTILITIES				
Electrical Service/ Power Company Service	LS			\$ -
Temporary Light/Power Distribution	MO			\$ -

GENERAL CONDITIONS					
Electrical Utilities Usage	MO			\$	-
Cell Phones	MO	6.04	180.00	\$	1,086.77
Internet	MO	6.04	150.00	\$	905.64
Computer/ Technology	MO	6.04	250.00	\$	1,509.40
PM Software	LS	1.00	7500.00	\$	7,500.00
Construction Water Usage	MO			\$	-
Drinking Water	MO	6.04	125.00	\$	754.70
Sanitation Units	MO			\$	-
Sub-Total				\$	11,756.52
08 - HEATING & VENTILATION					
Temporary Building Heating	MO			\$	-
Build Enclosures-Building	LS			\$	-
Sub-Total				\$	-
09 - CONSTRUCTION EQUIPMENT					
Equipment	LS	1	3000.00	\$	3,000.00
Forklift/ Crane	MO			\$	-
Skid Steer	MO	6.04	5200.00	\$	31,395.58
Vehicles/ Truck	MO	1045.7	7.50	\$	7,842.86
Fuel (Equipment & Truck)	MO	6.04	350.00	\$	2,113.16
Equipment Operating Expense	MO			\$	-
Forklift/ Crane Equipment Operating Expense	MO			\$	-
Equipment Repair	MO			\$	-
Forklift/ Crane Operator	MO			\$	-
Elevator Operator	MO			\$	-
Sub-Total				\$	44,351.60
10 - SAFETY					
Security Guard	WK			\$	-
Traffic Control	WK			\$	-
Street Barricades	MO			\$	-
Safety Equipment/First Aid	MO	6.04	100.00	\$	603.76
Safety Training	MO			\$	-
Fire Protection	EA			\$	-
Rails & Barricades	LS			\$	-
Maintain Barricades	LS			\$	-
Temporary Signage	LS	1	2500.00	\$	2,500.00
Sub-Total				\$	3,103.76
11 - CLEAN UP					
Periodic Clean-Up	SF			\$	-
Dumpster	EA	26.14	350.00	\$	9,150.00
Janitorial Services	SF			\$	-
Snow Removal	LS			\$	-
Street Cleaning	LS			\$	-
Window Washing	LS			\$	-
Final Clean-Up	LS	1	10000.00	\$	10,000.00
Sub-Total				\$	19,150.00
12 - WARRANTY/ CLOSE-OUT					
Record Storage Retention	LS			\$	-
O & M Manuals	LS			\$	-
Warranty	LS			\$	-
Sub-Total				\$	-
13 - OTHERS					
Specify - Procure	LS			\$	-
Specify				\$	-
Specify				\$	-
Specify				\$	-
Specify				\$	-
Sub-Total				\$	-
TOTAL PROJECT GENERAL CONDITIONS:				\$	397,144.94

Exhibit D to the Part 2 Agreement**Hourly Personnel Rates****Labor Rates****Other Personnel Rates****2024 Hourly Rate Schedules**

 Terra CONSTRUCTION		 DF/		 WTI	
POSITION	HOURLY RATE	POSITION	HOURLY RATE	POSITION	HOURLY RATE
Project Executive	\$160 - \$185	Principal/Owner	\$221	Principal/Director	\$250
Project Manager	\$110 - \$135	Design Principal	\$201 - \$209	Project Manager/Engineer	\$185
Project Superintendent	\$110 - \$135	Senior Associate	\$167 - \$192	Creative Studio	\$160
Administrative Assistant	\$75 - \$95	Associate	\$132 - \$153	Project Design	\$145
Project Engineer	\$95 - \$105	Landscape Designer	\$116.50 - \$127	Mechanical Design	\$170
Cost Estimator	\$125 - \$160	Drafter 1	\$63.50	Technical Design	\$105
Safety Officer	\$110 - \$135	Drafter 2	\$43	Administrative	\$75
Schedule Administrator	\$90 - \$100	Administrative Staff	\$111.50	Hourly rate schedule will incur a 5% increase in January 2025.	
Quality Control Manager	\$110 - \$135				
Hourly rate schedule will incur a 3% increase in January 2025.					

 COLLABORATIVE		 REHDER & ASSOCIATES, INC.		 DUNHAM	
POSITION	HOURLY RATE	POSITION	HOURLY RATE	POSITION	HOURLY RATE
Principal Architect	\$220	Senior Registered Land Surveyor	\$190	Executive Principal	\$280
Sr. Project Manager	\$185	Registered Land Surveyor	\$165	Principals	\$250
Project Manager	\$155	Surveyor	\$150	Commissioning Specialist III	\$265
Sr. Project Architect	\$155	Senior Technician	\$135	Commissioning Specialist II	\$235
Project Architect	\$145	Technician	\$115	Engineer IV	\$240 - \$260
Architect	\$130	One-Man Survey Crew	\$150	Engineer III	\$225 - \$250
Architectural Designer 2	\$145	Two-Man Survey Crew	\$220	Engineer II	\$140 - \$225
Architectural Designer 1	\$115	Three-Man Survey Crew	\$255	Engineer I	\$135 - \$190
Principal Structural Engineer	\$220	Senior Registered Engineer	\$190	Designer IV	\$220 - \$240
Sr. Structural Engineer	\$155	Registered Engineer	\$165	Designer III	\$150 - \$245
Structural Engineer	\$150	Engineer	\$150	Designer II	\$115 - \$200
Structural Engineer, EIT	\$130	Senior Technician	\$135	Designer I	\$95 - \$160
Structural Designer	\$130	Technician	\$115	Commissioning Specialist I	\$115 - \$210
Roofing Specialist	\$185			Drafter II	\$85 - \$120
Building Envelope Specialist	\$140			Drafter I	\$60 - \$110
Construction Observer	\$120			Support Staff	\$65 - \$100
Technician	\$110				
Digital Technician	\$110				
Drafter	\$110				
Clerical	\$100				

Exhibit E to the Part 2 Agreement**Design/Builder -- Provided Equipment Rental Rates and Consumables**

Terra Construction
Equipment Rate Schedule
1/1/2025 - 12/31/2025

Rental charges for equipment provided by Terra Construction shall be per the below:

Item	Monthly Rental Rate
10 Lb Sledge Hammer	\$ 12.00
100' Extension Cords	\$ 20.00
25' Extension Cord	\$ 5.00
3 lb sledge	\$ 5.00
6' Ladder	\$ 25.00
8' Ladder	\$ 28.00
Baker Scaffold	\$ 25.00
Hammer Drill	\$ 50.00
Self Leveling Laser	\$ 50.00
7" Grinder	\$ 50.00
Caulk Gun	\$ 3.00
CO Detector	\$ 15.00
Coffee Maker	\$ 2.00
Concrete Float	\$ 25.00
Construction Barriers (Plastic)	\$ 22.00
Construction Barriers (Wood)	\$ 22.00
Construction Cones	\$ 7.00
Cordless Kit	\$ 25.00
Rotary Laser (Complete Setup)	\$ 100.00
Diamond cut wheel hand Grinder	\$ 50.00
Dump Carts	\$ 25.00
Dust Pan	\$ 1.00
Extension Ladder	\$ 32.00
Eye Wash Station	\$ 20.00
Face Shield	\$ 5.00
Fence Post Driver	\$ 10.00
Fence Posts	\$ 5.00
Fire Extinguisher Pylon	\$ 12.00
Fire Extinguishers	\$ 10.00
First Aid Kits	\$ 5.00
Fold-up Plastic Tables	\$ 5.00
GFCI Whip	\$ 2.00
Hand Cart	\$ 25.00
Hoses for Pumps	\$ 5.00
Large Pry Bar	\$ 5.00
Laser Measuring Tool	\$ 15.00
Light with Stand	\$ 10.00
Cordless Drill	\$ 50.00
Cordless Skill Saw (cord dewalt)	\$ 50.00
Hand Grinder	\$ 50.00

Item	Monthly Rental Rate
Impact Drill	\$ 50.00
Reciprocating Saw	\$ 50.00
Medium Broom	\$ 5.00
Meeting Tables	\$ 5.00
Metal Chairs	\$ 4.00
Metal Rake	\$ 5.00
Microwave	\$ 5.00
Mini Fridge	\$ 5.00
Mobile Office Gang Box	\$ 40.00
Office Chairs	\$ 5.00
Padded Metal Chairs	\$ 5.00
Paint Scrapers	\$ 5.00
Personal Heaters	\$ 15.00
Plan Rack	\$ 10.00
Printer	\$ 5.00
Pumps	\$ 35.00
Hand Grinder	\$ 50.00
Sandwich Boards	\$ 10.00
Scoop Shovel	\$ 5.00
Sheetrock Cart	\$ 25.00
Shop Broom	\$ 5.00
Shop Fan	\$ 10.00
Shop Vacuum	\$ 25.00
Skidloader Delivery Charges	\$ 800.00
Skidloader Rental (Broom/Bucket/Forks)	\$ 5,820.00
Small Broom	\$ 5.00
Snow Fence (Rolls)	\$ 32.00
Snow Shovel	\$ 5.00
Spade shovel	\$ 5.00
Square Shovel	\$ 5.00
Squeegee	\$ 5.00
Storage Trailer	\$ 200.00
SWPPP Containment Kit	\$ 25.00
Temp Project Sign- Extra Large Banner	\$ 25.00
Temp Project Signs-Large	\$ 17.00
Temp Project Signs-Medium	\$ 14.00
Temp Project Signs-Small	\$ 10.00
Temperature Monitor	\$ 15.00
Tool Container	\$ 5.00
Trauma Kit/AED	\$ 25.00

Exhibit F to the Part 2 Agreement

General Terms and Conditions

Note: For Purposes of this Exhibit F, the term "Contractor" shall mean "Design/Builder" and the term "County" shall mean "Owner" as those terms are defined in the Part 2 Agreement.

1. The provisions of **Exhibit D** -General Terms and Conditions to the Part 1 Agreement are incorporated herein and made a part of this Exhibit F as if specifically set forth herein. To the extent the provisions of this **Exhibit F** to the Part 2 Agreement are inconsistent with the provisions of **Exhibit D** to the Part 1 Agreement, the provisions of this **Exhibit F** to the Part 2 Agreement shall prevail.

2. Prevailing Wage

2.1.

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

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

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

2.2.

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

2.3.

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

3. Part 2 Bond Requirements

3.1.

The Contractor shall furnish bonds as described below, covering the faithful performance of the Contract and the payments of all obligations arising thereunder. The Part 2 Agreement will not be signed until the County has received the proper bonds specified under this clause, issued by a bonding company licensed to do business in Minnesota, and on the current list of Companies Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570

(Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

3.2.

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

3.3.

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

3.4.

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

3.5.

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

4. Part 2 Insurance Requirements

4.1.

During Part 2, the Contractor shall continue to maintain the insurance coverage required for Part 1 services, except that Section 3.10.3 is revised to read as follows:

"3.10.3. Commercial general liability of no less than \$500,000 per claim, \$5,000,000 per occurrence, \$5,000,000 project aggregate, \$5,000,000 products/completed operations total limit, \$5,000,000 personal injury and advertising liability."

4.2. Property Insurance

4.2.1.

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

4.2.2.

Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, rigging & hoisting, terrorism, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the services and

expenses of the Contractor's Architect and other professionals required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

4.2.3.

Unless otherwise provided, the County shall purchase and maintain such boiler and machinery insurance required by this Part 2 Agreement or by law, which shall specifically cover such insured objects during installation and until final acceptance by the County. This insurance shall include interests of the County, the Contractor, the Contractor's contractors and subcontractors in the Work, and the Contractor's Architect and other design professionals. The County and the Contractor shall be named insureds.

4.2.4.

A loss insured under the County's property insurance shall be adjusted by the County as fiduciary and made payable to the County as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 2.6). The Contractor shall pay contractors their shares of insurance proceeds received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require contractors to make payment to their subcontractors in similar manner.

4.2.5.

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

4.2.6.

The County and the Contractor waive all rights against each other and the Architect and other design professionals, contractors, subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 2) or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the County as trustee. The County or Contractor, as appropriate, shall require from contractors and subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of the parties enumerated in this Section 2). The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

4.2.7.

The County as trustee shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing, within five (5) business days after such notification of the County's intent to exercise this power; if such objection be made, the parties shall enter into dispute resolution under procedures provided in this Part 2 Agreement. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

4.2.8.

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

4.3.

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

4.4.

Pollution/Environment impact coverage to cover any remedial and/or cleanups, suits, judgments, claims, and/or actions of any type that may arise out of or result from the Work contemplated by this Part 2 Agreement. Such coverage shall include the Work performed on behalf of the Contractor by the subcontractors. The County, its officials, employees, and agents will be an insured under the policy for covered operations performed by the Contractor under the terms of this Part 2 Agreement. Policy will be written on a project basis per occurrence.

4.5. Umbrella Liability

4.5.1.

\$10,000,000 per occurrence
\$10,000,000 general aggregate

4.5.2.

The County, its officials, employees, and agents, shall be an additional insured as required under the Commercial General Liability policy.

4.5.3.

The policy will provide excess coverage over the commercial general liability and automobile liability policies.

5. Termination

5.1 Termination by the County

5.1.1

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform the provisions of this Part 2 Agreement, the County may give written notice that the County intends to terminate this Part 2 Agreement. If the Contractor fails to correct the defaults within seven (7) business days after being given notice, the County may then give a second written notice and, after an additional seven (7) business days, the County may without prejudice to any other remedy terminate the agreement with the Contractor and take possession of the site and of all materials and finish the Work by whatever method the County may deem expedient. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work and all damages incurred by the County, such excess shall be paid to the Contractor. If the expense of completing the Work and all damages incurred by the County exceeds the unpaid balance, the Design/Builder shall pay the difference to the County. This obligation for payment shall survive termination of this Part 2 Agreement.

5.1.2

If the unpaid balance of the GMP exceeds the expense of finishing the Work and all damages incurred by the County, such excess shall be paid to the Contractor. If

the expense of completing the Work and all damages incurred by the County exceeds the unpaid balance, the Contractor shall pay the difference to the County. This obligation for payment shall survive termination of this Part 2 Agreement.

5.1.3

The County may terminate this Part 2 Agreement without cause and for any reason whatsoever effective upon written notice to the Contractor. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

5.1.4

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

5.2. Termination by the Contractor

5.2.1

If the County fails to make payment of undisputed amounts, the Contractor may give written notice of the Contractor's intention to terminate this Part 2 Agreement. If the Contractor fails to receive payment of the undisputed amounts within seven (7) business days after receipt of such notice by the County, the Contractor may give a second written notice and, seven (7) business days after receipt of such second written notice by the County, may terminate this Part 2 Agreement. If such termination occurs, the County shall pay the Contractor for Work completed in a satisfactory manner up to and including the effective date of termination. A good faith dispute by the County regarding the amount of payment and failure to pay disputed amounts, which is subject to the provisions of the Minnesota Prompt Pay Act, does not constitute grounds for termination by the Contractor under this paragraph.

6. Safety Compliance

6.1

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

6.2

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

Exhibit G to the Part 2 Agreement

SBE Utilization and Labor Goals

The Design/Builder will work with the Owner to attain the following:

A. SBE Utilization

1. The SBE Utilization goal for the Project is 30% of the contract cost.
2. The Design/Builder and Ramsey County are committed to a fair and equitable distribution of opportunities throughout the small business community that is reflective of the diversity of that community.
3. In order for SBE utilization to be counted towards the 30% Project goal, SBE subcontractors and suppliers must be certified with the Central Certification program at the time the bid is submitted to the Design/Builder. Listings, directory and certification information on the Cert Program can be obtained at <https://cert.smwbe.com>. Suppliers and subcontractors are encouraged to break their bids into smaller packages in order to be able to utilize more SBEs. Joint ventures are encouraged.

B. Workforce Inclusion

1. Workforce inclusion efforts on the Project shall follow guidelines set forth by the Minnesota Department of Human Rights. Information can be found at: http://mn.gov/mdhr/compliance/proj_eeogoals.html.
2. The workforce inclusion goals for the Project are:
 - a. Women: 20%
 - b. Minority: 32%
3. For Project subcontractors who included utilization of workers towards achievement of the Project workforce inclusion goals in their bids to the Design/Builder, the Design/Builder will include in its written contracts with those Project subcontractors the requirement that the Project subcontractors meet the utilization goals included in their respective bids.

C. Reporting and Collaboration

1. Design/Builder shall use a “good faith effort” (as defined by the Department of Human Rights per <http://mn.gov/mdhr/compliance/goodfaith.html>) in attempting to achieve the Project goals set forth in this Exhibit.
2. The Design/Builder and all Project subcontractors will make available for review by the County and their employees, officials, and agents, all of its documents and records on the Project Labor Diversity and SBE Utilization goals and good faith efforts.
3. Subcontractors who are awarded contracts by the Design/Builder will be required to track and report to the Design/Builder on a monthly basis the actual utilization of SBEs and the actual Project labor utilization, on forms provided by the County. The Design/Builder will take such steps as are necessary to assist subcontractors in moving the Project towards achievement of the SBE utilization and workforce inclusion goals.

Exhibit H to the Part 2 Agreement

Schedule of Alternates

ADD ALTERNATE SUMMARY				
ALT #	DESCRIPTION OF ALTERNATE	Quantity	Unit Price	Added Cost
#1	Area C	1	\$ 57,788	\$ 57,788
#2	Area E	1	\$ 88,397	\$ 88,397
#3	Area F	1	\$ 88,015	\$ 88,015
#4	Lily Pad Floatable Replacement	1	\$ 52,500	\$ 52,500
#5	Basketball Hoop Refurb/Replacement	1	\$ 105,000	\$ 105,000
#6	Guard Chair Replacement	1	\$ 1,500	\$ 1,500
#7	Slide Area Barrier Replacement	1	\$ 93,750	\$ 93,750
#8	UV System	1	\$ 356,250	\$ 356,250
#9	Pool Vacuum	1	\$ 6,250	\$ 6,250
#10	Outdoor Lockers	1	\$ 3,125	\$ 3,125
#11	Swim Suit Dryers	1	\$ 4,375	\$ 4,375
#12	Audio & PA System Upgrade	1	\$ 35,000	\$ 35,000
			Subtotal	\$ 891,951



Client: Ramsey County
Project: Battle Creek Waterworks
Location: Maplewood, MN
Architect: Damon Farber
Date: 12/13/2024



RAMSEY COUNTY BATTLE CREEK WATERWORKS						
GMP Estimate : 100% Design Development : ALTERNATES						
SUMMARY ITEM DESCRIPTION	QTY	UOM	ALTERNATE #1 Area C (climbing wall)	ALTERNATE #2 Area E (3-tier sit & lounge)	ALTERNATE #3 Area F (2-tier sit & lounge)	
DIV. 01 General Req's & Phase I	1	LS	\$ 4,261	\$ 6,518	\$ 6,490	
DIV. 02 Existing Conditions (Demolition)	1	LS	\$ -	\$ -	\$ -	
DIV. 03 Concrete	1	LS	\$ -	\$ 11,862	\$ 8,928	
DIV. 04 Masonry	1	LS	\$ -	\$ -	\$ -	
DIV. 05 Metals	1	LS	\$ -	\$ -	\$ -	
DIV. 06 Woods, Plastics & Composites	1	LS	\$ 21,000	\$ -	\$ -	
DIV. 07 Thermal & Moisture Protection	1	LS	\$ -	\$ -	\$ -	
DIV. 08 Openings	1	LS	\$ -	\$ -	\$ -	
DIV. 09 Finishes	1	LS	\$ 10,000	\$ -	\$ -	
DIV. 10 Specialties	1	LS	\$ -	\$ -	\$ -	
DIV. 11 Equipment	1	LS	\$ -	\$ -	\$ -	
DIV. 12 Furnishings	1	LS	\$ -	\$ 24,500	\$ 17,000	
DIV. 13 Special Construction	1	LS	\$ -	\$ -	\$ -	
DIV. 14 Conveying Equipment	1	LS	\$ -	\$ -	\$ -	
DIV. 21 Fire Suppression (in HVAC)	1	LS	\$ -	\$ -	\$ -	
DIV. 22 Plumbing	1	LS	\$ -	\$ -	\$ -	
DIV. 23 HVAC	1	LS	\$ -	\$ -	\$ -	
DIV. 26 Electrical	1	LS	\$ -	\$ -	\$ -	
DIV. 27 Communications	1	LS	\$ -	\$ -	\$ -	
DIV. 28 Safety and Security	1	LS	\$ -	\$ -	\$ -	
DIV. 31 Earthwork	1	LS	\$ -	\$ -	\$ -	
DIV. 32 Exterior Improvements	1	LS	\$ 10,240	\$ 26,722	\$ 36,883	
DIV. 33 Utilities	1	LS	\$ -	\$ -	\$ -	
TOTAL DIRECT COSTS			\$ 45,501	\$ 69,601	\$ 69,300	
1.20% Building Permit			\$ 546	\$ 835	\$ 832	
1.50% Bonds & Insurance			\$ 691	\$ 1,057	\$ 1,052	
3.00% Construction Contingency			\$ 1,402	\$ 2,145	\$ 2,136	
5.00% Contractor's Fee			\$ 2,407	\$ 3,682	\$ 3,656	
2.65% Design Contingency			\$ 1,339	\$ 2,049	\$ 2,040	
2.65% Estimate Contingency			\$ 1,375	\$ 2,103	\$ 2,094	
TOTAL (HARD COSTS)			\$ 53,261	\$ 81,472	\$ 81,120	
0.25% Geotechnical Report			\$ 133	\$ 204	\$ 203	
0.50% ST & SI			\$ 266	\$ 407	\$ 406	
3.75% Design Fees			\$ 1,997	\$ 3,055	\$ 3,042	
0.00% SAC/WAC Allowance			\$ -	\$ -	\$ -	
4.00% Owner Project Contingency			\$ 2,130	\$ 3,259	\$ 3,245	
ESTIMATE TOTAL (HARD & SOFT COSTS)			\$ 57,788	\$ 88,397	\$ 88,015	





ALTERNATE #1 Area C (climbing wall)		
DIVISION SUMMARY		
DIVISION 1	GENERAL REQUIREMENTS	\$ 4,260.90
DIVISION 2	EXISTING CONDITIONS	\$ -
DIVISION 3	CONCRETE	\$ -
DIVISION 4	MASONRY	\$ -
DIVISION 5	METALS	\$ -
DIVISION 6	WOOD AND PLASTIC	\$ 21,000.00
DIVISION 7	THERMAL/MOISTURE PROTECTION	\$ -
DIVISION 8	OPENINGS	\$ -
DIVISION 9	FINISHES	\$ 10,000.00
DIVISION 10	SPECIALTIES	\$ -
DIVISION 11	EQUIPMENT	\$ -
DIVISION 12	FURNISHINGS	\$ -
DIVISION 13	SPECIAL CONSTRUCTION	\$ -
DIVISION 14	CONVEYING SYSTEMS	\$ -
DIVISION 21	FIRE SUPPRESSION	\$ -
DIVISION 22	PLUMBING	\$ -
DIVISION 23	HVAC	\$ -
DIVISION 26	ELECTRICAL	\$ -
DIVISION 27	COMMUNICATIONS	\$ -
DIVISION 28	ELECTRONIC SAFETY & SECURITY	\$ -
DIVISION 31	EARTHWORK	\$ -
DIVISION 32	EXTERIOR IMPROVEMENTS	\$ 10,240.00
DIVISION 33	UTILITIES	\$ -
SUBTOTAL PROJECT COST:		\$ 45,500.90
Building Permit		1.20% \$ 546.01
Bonds & Insurance		1.50% \$ 690.70
Construction Contingency		3.00% \$ 1,402.13
Contractor's Fee		5.00% \$ 2,406.99
Design Contingency		2.65% \$ 1,339.49
Estimate Contingency		2.65% \$ 1,374.98
TOTAL		\$ 53,261.20
SOFT COSTS		
Geotechnical Report		0.25% \$ 133.15
ST & SI		0.50% \$ 266.31
Design Fees		3.75% \$ 1,997.29
SAC/WAC Allowance		0.00% \$ -
Owner Project Contingency		4.00% \$ 2,130.45
PROJECT TOTAL (including Soft Costs)		\$ 57,788.40



ALTERNATE #1 Area C (climbing wall)

Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 1	GENERAL REQUIREMENTS				
010000	General Conditions	1	ls	\$ 4,260.90	\$ 4,260.90
	DIVISION 1: TOTAL				\$ 4,260.90
DIVISION 2	EXISTING CONDITIONS				
024100	Demolition In BASE SCOPE				
	DIVISION 2: TOTAL				\$ -
DIVISION 3	CONCRETE				
	DIVISION 3: TOTAL				\$ -
DIVISION 4	MASONRY				
	DIVISION 4: TOTAL				\$ -
DIVISION 5	METALS				
	DIVISION 5: TOTAL				\$ -
DIVISION 6	WOOD AND PLASTIC				
61000	Rough-Carpentry				
	Climbing Wall	280	sf	75.00	\$ 21,000.00
	DIVISION 6: TOTAL				\$ 21,000.00
DIVISION 7	THERMAL/MOISTURE PROTECTION				
	DIVISION 7: TOTAL				\$ -
DIVISION 8	OPENINGS				
	DIVISION 8: TOTAL				\$ -
DIVISION 9	FINISHES				
99100	Painting				
	Custom Mural				
	Painting Allowance	1	ls	10000.00	\$ 10,000.00
	DIVISION 9: TOTAL				\$ 10,000.00
DIVISION 10	SPECIALTIES				
	DIVISION 10: TOTAL				\$ -
DIVISION 11	EQUIPMENT				



ALTERNATE #1 Area C (climbing wall)					
				DIVISION 11: TOTAL	\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 12	FURNISHINGS				
				DIVISION 12: TOTAL	\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 13	SPECIAL CONSTRUCTION				
				DIVISION 13: TOTAL	\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 14	CONVEYING SYSTEMS				
				DIVISION 14: TOTAL	\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 21	FIRE SUPPRESSION				
				DIVISION 21: TOTAL	\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 22	PLUMBING				
				DIVISION 22: TOTAL	\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 23	HVAC				
				DIVISION 23: TOTAL	\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 26	ELECTRICAL				
				DIVISION 26: TOTAL	\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 27	COMMUNICATIONS				
				DIVISION 27: TOTAL	\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 28	ELECTRONIC SAFETY & SECURITY				
				DIVISION 28: TOTAL	\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 31	EARTHWORK				
				DIVISION 31: TOTAL	\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 32	EXTERIOR IMPROVEMENTS				
329300	Landscaping				
	Artificial Turf	256	sf	40.00	\$ 10,240.00
				DIVISION 32: TOTAL	\$ 10,240.00
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 33	UTILITIES				
				DIVISION 33: TOTAL	\$ -



ALTERNATE #2 Area E (3-tier sit & lounge)

DIVISION SUMMARY		
DIVISION 1	GENERAL REQUIREMENTS	\$ 6,517.77
DIVISION 2	EXISTING CONDITIONS	\$ -
DIVISION 3	CONCRETE	\$ 11,862.00
DIVISION 4	MASONRY	\$ -
DIVISION 5	METALS	\$ -
DIVISION 6	WOOD AND PLASTIC	\$ -
DIVISION 7	THERMAL/MOISTURE PROTECTION	\$ -
DIVISION 8	OPENINGS	\$ -
DIVISION 9	FINISHES	\$ -
DIVISION 10	SPECIALTIES	\$ -
DIVISION 11	EQUIPMENT	\$ -
DIVISION 12	FURNISHINGS	\$ 24,500.00
DIVISION 13	SPECIAL CONSTRUCTION	\$ -
DIVISION 14	CONVEYING SYSTEMS	\$ -
DIVISION 21	FIRE SUPPRESSION	\$ -
DIVISION 22	PLUMBING	\$ -
DIVISION 23	HVAC	\$ -
DIVISION 26	ELECTRICAL	\$ -
DIVISION 27	COMMUNICATIONS	\$ -
DIVISION 28	ELECTRONIC SAFETY & SECURITY	\$ -
DIVISION 31	EARTHWORK	\$ -
DIVISION 32	EXTERIOR IMPROVEMENTS	\$ 26,721.67
DIVISION 33	UTILITIES	\$ -
SUBTOTAL PROJECT COST:		\$ 69,601.44
Building Permit		1.20% \$ 835.22
Bonds & Insurance		1.50% \$ 1,056.55
Construction Contingency		3.00% \$ 2,144.80
Contractor's Fee		5.00% \$ 3,681.90
Design Contingency		2.65% \$ 2,048.98
Estimate Contingency		2.65% \$ 2,103.28
TOTAL		\$ 81,472.16
SOFT COSTS		
Geotechnical Report		0.75% \$ 203.68
ST & SI		0.50% \$ 407.36
Design Fees		3.75% \$ 3,055.21
SAC/WAC Allowance		0.00% \$ -
Owner Project Contingency		4.00% \$ 3,258.89
PROJECT TOTAL (including Soft Costs)		\$ 88,397.29



ALTERNATE #2 Area E (3-tier sit & lounge)

Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 1	GENERAL REQUIREMENTS				
010000	General Conditions	1	ls	\$ 6,517.77	\$ 6,517.77
	DIVISION 1: TOTAL				\$ 6,517.77
DIVISION 2	EXISTING CONDITIONS				
024100	Demolition In BASE SCOPE				
	DIVISION 2: TOTAL				\$ -
DIVISION 3	CONCRETE				
033000	Concrete				
	Mobilization	1	ea	\$200.00	\$ 1,200.00
	Site Concrete Paving (5")	372	sf	\$10.00	\$ 3,720.00
	V Curb	57	lf	\$36.00	\$ 2,052.00
	Concrete Stairs	30	lf	\$163.00	\$ 4,890.00
	DIVISION 3: TOTAL				\$ 11,862.00
DIVISION 4	MASONRY				
	DIVISION 4: TOTAL				\$ -
DIVISION 5	METALS				
	DIVISION 5: TOTAL				\$ -
DIVISION 6	WOOD AND PLASTIC				
	DIVISION 6: TOTAL				\$ -
DIVISION 7	THERMAL/MOISTURE PROTECTION				
	DIVISION 7: TOTAL				\$ -
DIVISION 8	OPENINGS				
	DIVISION 8: TOTAL				\$ -
DIVISION 9	FINISHES				
	DIVISION 9: TOTAL				\$ -
DIVISION 10	SPECIALTIES				
	DIVISION 10: TOTAL				\$ -
DIVISION 11	EQUIPMENT				
	DIVISION 11: TOTAL				\$ -
DIVISION 12	FURNISHINGS				
122000	N/A				
122000	FURNISHINGS				
	SF-02 Bistro Tables	0	ea	\$1500.00	\$ -
	SF-03 Bistro Chairs	0	ea	\$500.00	\$ -



ALTERNATE #2 Area E (3-tier sit & lounge)					
	AM-03 16x16 Shade Structure	1	ea	9500.00	\$ 9,500.00
	AM-04 10x10 Shade Structure	2	ea	7500.00	\$ 15,000.00
	PE-01 Modern Play House	0	ea	4500.00	\$ -
	PE-02 Cottage Play House	0	ea	3500.00	\$ -
	PF-03 Play Eq. Tree House MODEL NO. 4510 WOOD AND POWDERCOAT CHROME	0	ea	25000.00	\$ -
	PE-04 Play Eq. Type 04 Timberform	0	ea	1000.00	\$ -
	PE-05 Play Eq. Timberform Stepping Chain	0	ea	7500.00	\$ -
	SF-01 Adirondack Chair BY OWNER	0	ea	550.00	\$ -
	SF-05 Lounge Chair	0	ea	500.00	\$ -
DIVISION 12: TOTAL					\$ 24,500.00
Spec / Division	Description	Qty	unit	Unit Cost	Total Cost
DIVISION 13	SPECIAL CONSTRUCTION				
DIVISION 13: TOTAL					\$ -
Spec / Division	Description	Qty	unit	Unit Cost	Total Cost
DIVISION 14	CONVEYING SYSTEMS				
DIVISION 14: TOTAL					\$ -
Spec / Division	Description	Qty	unit	Unit Cost	Total Cost
DIVISION 21	FIRE SUPPRESSION				
DIVISION 21: TOTAL					\$ -
Spec / Division	Description	Qty	unit	Unit Cost	Total Cost
DIVISION 22	PLUMBING				
DIVISION 22: TOTAL					\$ -
Spec / Division	Description	Qty	unit	Unit Cost	Total Cost
DIVISION 23	HVAC				
DIVISION 23: TOTAL					\$ -
Spec / Division	Description	Qty	unit	Unit Cost	Total Cost
DIVISION 26	ELECTRICAL				
DIVISION 26: TOTAL					\$ -
Spec / Division	Description	Qty	unit	Unit Cost	Total Cost
DIVISION 27	COMMUNICATIONS				
DIVISION 27: TOTAL					\$ -
Spec / Division	Description	Qty	unit	Unit Cost	Total Cost
DIVISION 28	ELECTRONIC SAFETY & SECURITY				
DIVISION 28: TOTAL					\$ -
Spec / Division	Description	Qty	unit	Unit Cost	Total Cost
DIVISION 31	EARTHWORK				
DIVISION 31: TOTAL					\$ -
Spec / Division	Description	Qty	unit	Unit Cost	Total Cost
DIVISION 32	EXTERIOR IMPROVEMENTS				
329300	Landscaping (CREDITS)				

ALTERNATE #2 Area E (3-tier sit & lounge)					
	Irrigation	1,785.00	sf	-2.00	\$ (3,570.00)
	Sod	198.33	sq	-10.00	\$ (1,983.33)
329300	Landscaping				
	Artificial Turf	1165	sf	15.00	\$ 17,475.00
	Ornamental Tree	0	ea	750.00	\$ -
	Shade Tree	0	ea	1000.00	\$ -
	Planting Allowance	0	ls	3000.00	\$ -
	Restoration	1	ls	3000.00	\$ 3,000.00
	Stone Retaining Wall 2' deep x 3' tall	0	lf	250.00	\$ -
	Stone Retaining Wall 1' deep x 3' tall	18	lf	200.00	\$ 3,600.00
	Stone Retaining Wall 1' deep x 1.5' tall	82	lf	100.00	\$ 8,200.00
DIVISION 32: TOTAL					\$ 26,721.67
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 33	UTILITIES				
DIVISION 33: TOTAL					\$ -



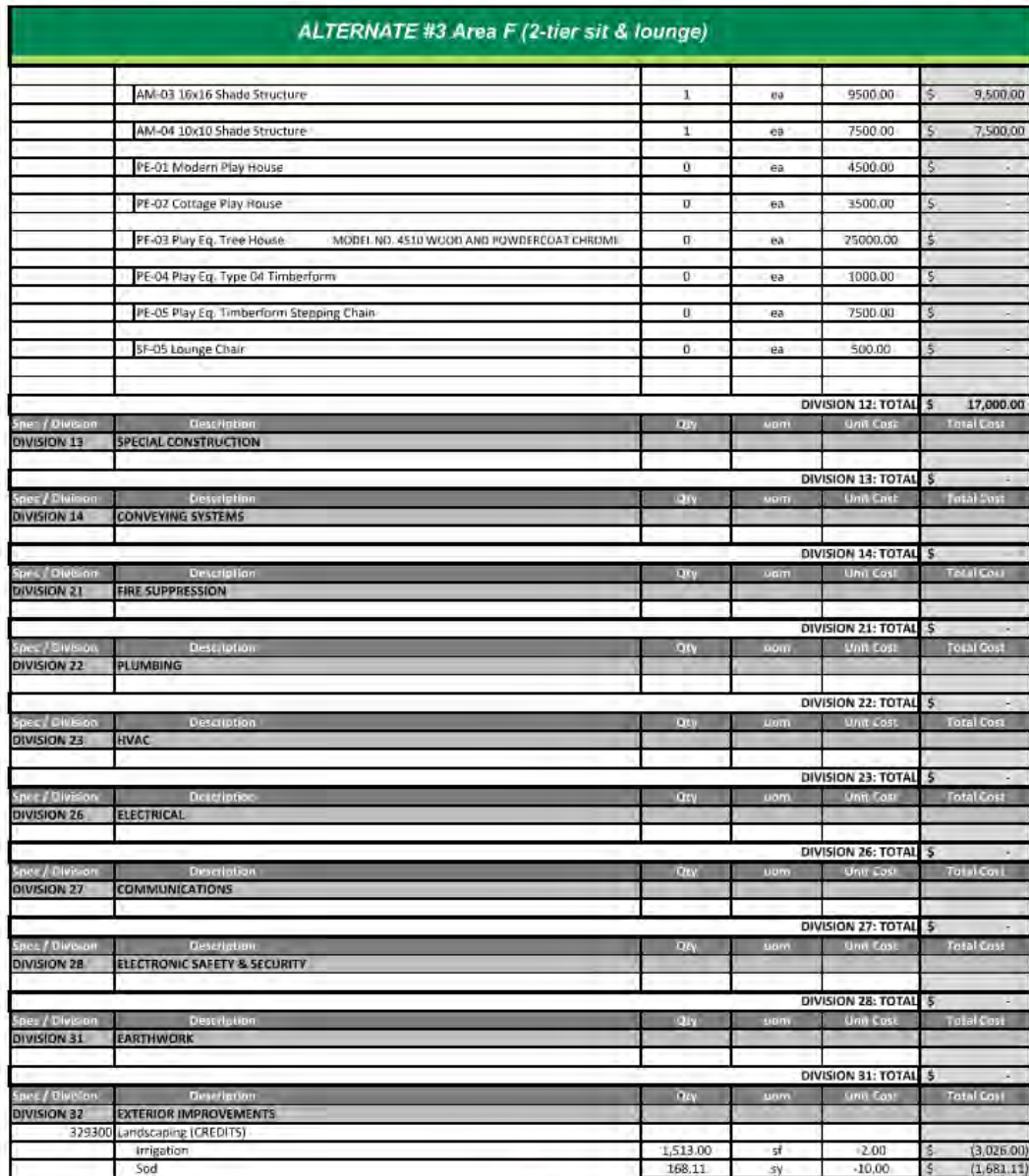
ALTERNATE #3 Area F (2-tier sit & lounge)

DIVISION SUMMARY		
DIVISION 1	GENERAL REQUIREMENTS	\$ 6,489.59
DIVISION 2	EXISTING CONDITIONS	\$ -
DIVISION 3	CONCRETE	\$ 8,928.00
DIVISION 4	MASONRY	\$ -
DIVISION 5	METALS	\$ -
DIVISION 6	WOOD AND PLASTIC	\$ -
DIVISION 7	THERMAL/MOISTURE PROTECTION	\$ -
DIVISION 8	OPENINGS	\$ -
DIVISION 9	FINISHES	\$ -
DIVISION 10	SPECIALTIES	\$ -
DIVISION 11	EQUIPMENT	\$ -
DIVISION 12	FURNISHINGS	\$ 17,000.00
DIVISION 13	SPECIAL CONSTRUCTION	\$ -
DIVISION 14	CONVEYING SYSTEMS	\$ -
DIVISION 21	FIRE SUPPRESSION	\$ -
DIVISION 22	PLUMBING	\$ -
DIVISION 23	HVAC	\$ -
DIVISION 26	ELECTRICAL	\$ -
DIVISION 27	COMMUNICATIONS	\$ -
DIVISION 28	ELECTRONIC SAFETY & SECURITY	\$ -
DIVISION 31	EARTHWORK	\$ -
DIVISION 32	EXTERIOR IMPROVEMENTS	\$ 36,882.89
DIVISION 33	UTILITIES	\$ -
SUBTOTAL PROJECT COST:		\$ 69,300.48
Building Permit	1.20%	\$ 831.61
Bonds & Insurance	1.50%	\$ 1,051.98
Construction Contingency	3.00%	\$ 2,135.52
Contractor's Fee	5.00%	\$ 3,665.99
Design Contingency	2.65%	\$ 2,040.12
Estimate Contingency	2.65%	\$ 2,094.18
TOTAL		\$ 81,119.86
SOFT COSTS		
Geotechnical Report	0.75%	\$ 202.80
ST & SI	0.50%	\$ 405.60
Design Fees	3.75%	\$ 3,041.99
SAC/WAC Allowance	0.00%	\$ -
Owner Project Contingency	4.00%	\$ 3,244.79
PROJECT TOTAL (including Soft Costs)		\$ 88,015.05



ALTERNATE #3 Area F (2-tier sit & lounge)

Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 1	GENERAL REQUIREMENTS				
010000	General Conditions	1	ls	\$ 6,489.59	\$ 6,489.59
	DIVISION 1: TOTAL				\$ 6,489.59
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 2	EXISTING CONDITIONS				
024100	Demolition in BASE SCOPE				
	DIVISION 2: TOTAL				\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 3	CONCRETE				
033000	Concrete				
	Mobilization	1	ea	1200.00	\$ 1,200.00
	Perpola Footings	0	ea	1250.00	\$ -
	Site Concrete Paving (5")	186	sf	10.00	\$ 1,860.00
	V Curb	0	lf	36.00	\$ -
	Concrete Stairs	36	lf	153.00	\$ 5,468.00
	DIVISION 3: TOTAL				\$ 8,928.00
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 4	MASONRY				
	DIVISION 4: TOTAL				\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 5	METALS				
	DIVISION 5: TOTAL				\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 6	WOOD AND PLASTIC				
	DIVISION 6: TOTAL				\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 7	THERMAL/MOISTURE PROTECTION				
	DIVISION 7: TOTAL				\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 8	OPENINGS				
	DIVISION 8: TOTAL				\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 9	FINISHES				
	DIVISION 9: TOTAL				\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 10	SPECIALTIES				
	DIVISION 10: TOTAL				\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 11	EQUIPMENT				
	DIVISION 11: TOTAL				\$ -
Spec / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 12	FURNISHINGS				
122000	N/A				
	SF-02 Bistro Tables	0	ea	1500.00	\$ -
	SF-03 Bistro Chairs	0	ea	500.00	\$ -





ALTERNATE #3 Area F (2-tier sit & lounge)					
329300	Landscaping				
	Artificial Turf	1146	sf	15.00	\$ 17,190.00
	Ornamental Tree	0	ea	750.00	\$ -
	Shade Tree	0	ea	1000.00	\$ -
	Planting Allowance	0	ls	3000.00	\$ -
	Restoration	1	ls	3000.00	\$ 3,000.00
	Stone Retaining Wall 2' deep x 3' tall	54	lf	250.00	\$ 13,500.00
	Stone Retaining Wall 1' deep x 3' tall	0	lf	200.00	\$ -
	Stone Retaining Wall 1' deep x 1.5' tall	79	lf	100.00	\$ 7,900.00
329300	Landscaping				
	Seeding and erosion establishment		sf	0.50	\$ -
DIVISION 32: TOTAL					\$ 36,882.89
Sheet / Division	Description	Qty	Unit	Unit Cost	Total Cost
DIVISION 33	UTILITIES				
DIVISION 33: TOTAL					\$ -

Board of Commissioners

Request for Board Action

Item Number: 2024-669

Meeting Date: 1/14/2025

Sponsor: Sheriff's Office

Title

Grant Agreement with the Minnesota Department of Public Safety for the Urban Areas Security Initiative

Recommendation

1. Ratify the submittal of the grant application to the Minnesota Department of Public Safety, Homeland Security and Emergency Management Division, for the Urban Areas Security Initiative.
2. Accept the grant award and approve the grant agreement with the Minnesota Department of Public Safety for the Urban Areas Security Initiative for the period upon execution through June 30, 2026, in the amount of \$200,000.
3. Authorize the Chair and the Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to execute amendments to the agreement in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of available funding.

Background and Rationale

On May 22, 2024, the Ramsey County Sheriff's Office applied for a grant funding opportunity through the Urban Area Security Initiative (UASI) program. UASI is a federally funded program of the United States Department of Homeland Security (DHS). Established over 20 years ago, the UASI program is designed to assist high-density urban areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other hazards. Grant funds provide financial assistance to support multi-discipline planning and organization efforts as well as equipment, training, and exercise needs in urban communities.

This year, the UASI grant program set aside separate funds in a competitive pool for public safety agencies. A requirement of the competitive pool application process was that proposals must strengthen planning, risk management, and/or emergency management programs; strengthen regional all hazard response capabilities; enhance recovery capabilities; and, strengthen community preparedness and resilience. The project needed to support a regional need and include a reasonable funding model for implementation and maintenance. The Sheriff's Office requested partial funding for a specialized emergency rescue vehicle (ERV) to replace the current Mine-Resistant Ambush Protected (MRAP) vehicle. An ERV is a specially designed protective (armored) vehicle used by first responders while actively responding to critical, life-threatening, and emergency incidents, such as hostage situations, barricaded suspects, active shooters, and dignitary protection. A cooperative contract is available to purchase the ERV.

On May 30, 2024, the Sheriff's Office presented the grant application request to the UASI Urban Area Working Group (UAWG) Competitive Project Review Committee. The UAWG determined that the Sheriff's Office request to be their highest rated priority competitive project. The UAWG forwarded the application to the Commissioner of Public Safety for review. The Commissioner concurred and grants funds were awarded. One aspect of the grant application that was reviewed as extremely appreciated was the cost sharing funding model which emphasizes local commitments that help to maximize the use of grant funds. The UAWG was impressed by this commitment.

On October 9, 2024, the Sheriff's Office was notified that grant funds were awarded through the UASI program in the amount of \$200,000 with the county's share totaling \$100,000, which will be funded by a reallocation of funds previously approved in the Sheriff's Office 2025 operating budget.

The project emphasizes the regional application of UASI grant funds, commitment of the Sheriff's Office, and the communities served, and provides the opportunity to replace an aged and expensive piece of militaristic equipment with a modern, cost-effective piece of civilian equipment that continues to protect responders and the public, and meets an identified capability need of the Twin Cities region. The ERV will serve as a regional asset available to respond to every community in times of need and provide additional lifesaving protections for first responders and residents during critical, life-threatening, and emergency incidents.

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

Ramsey County recognizes that racially and ethnically diverse communities can be particularly vulnerable to acts of terrorism, disaster, or other hazards. Among the other goals, the county seeks to increase the resilience of vulnerable communities. This request for board action seeks to strengthen individual, family, and community safety and well-being.

Community Participation Level and Impact

On June 6, 2024, the Sheriff's Office presented this project before the Capital Improvement Program Citizens' Advisory Committee (CIPAC). Committee members supported this project. In addition, this project was presented to the Contract Communities and supported.

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

The estimated cost for an ERV is approximately \$450,000. The financing plan outlined in this request leverages levy and non-levy dollars in a way that models fiscal accountability, transparency, and strategic investments. The proposed funding plan includes the following sources: (a) \$200,000 from UASI grant program; (b) \$100,000 from a reallocation of funds previously approved in the Sheriff's Office 2025 operating budget; (c) \$100,000 from the communities that contract with the Sheriff's Office for law enforcement and public safety services (Law Enforcement Services Fund); and (d) \$50,000 from revenue associated with regional response services. This robust financing plan includes a combination of grant funding and other revenue sources, including the communities that contract with the Sheriff's Office for law enforcement and public safety services (the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and Township of White Bear) as well as the communities and organizations that support joint emergency regional response services (the cities of Maplewood, Mounds View, New Brighton, North Saint Paul, Roseville, Saint Anthony, and White Bear Lake, as well as Metro Transit and the University of Minnesota).

Last Previous Action

On April 5, 2022, the Ramsey County Board of Commissioners accepted a grant award from and approved a grant agreement with the Minnesota Department of Public Safety, Homeland Security and Emergency Management for the 2022 Urban Area Security Initiative for the period of January 1, 2022 through June 30, 2023 in the amount of \$409,500 (Resolution B2022-085).

Attachments

1. Grant Agreement



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	Grant Program: 2024 (UASI) Urban Area Security Initiative Grant Contract Agreement No.: A-UASI-2024-RAMSEYSD-016
Grantee: Ramsey County Sheriff’s Office 425 Grove Street Saint Paul, MN 55101-2418	Grant Contract Agreement Term: Effective Date: 01/01/2025 Expiration Date: 06/30/2026
Grantee’s Authorized Representative: Ramsey County Sheriff’s Office Attn: Kyle Mestad 425 Grove Street Saint Paul, MN 55101-2418 Phone: 651-485-2420 E-mail: kyle.mestad@co.ramsey.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 200,000.00 Matching Requirement \$ 0.00
State’s Authorized Representative: Homeland Security and Emergency Management Attn: Brittany Wilber 445 Minnesota Street, Suite 223 Saint Paul, MN 55101-2190 Phone: 651-201-7451 E-mail: brittany.wilber@state.mn.us	Federal Funding: CFDA/ALN: 97.067 FAIN: EMW-2024-SS-05197 State Funding: None Special Conditions: None

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

Term: Per Minn. Stat. § 16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2024 (UASI) Urban Area Security Initiative Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 223, Saint Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2024 (UASI) Urban Area Security Initiative Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

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

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



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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No.: A-UASI-2024-RAMSEYSD-016 / PO # 3000099078

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

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: Chair, Ramsey County Board of Commissioners

Date: _____

Signed: _____

Print Name: Jason Yang

Title: Interim Chief Clerk, Ramsey County Board of Commissioners

Date: _____

Signed: Bob Fletcher

Print Name: Bob Fletcher

Title: Ramsey County Sheriff

Date: 11/20/2024

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Approved as to Form:
Bradley Cousins 11/21/24

Assistant Ramsey County Attorney

Organization: Ramsey County Sheriff's Department

A-UASI-2024-RAMSEYSD-016

Budget Summary (Report)

UASI-2024-IJ#07: Soft Trgt & Crwd Places				
Budget Category	Awarded			
Equipment				
ERV - Emergency Rescue Vehicle	\$200,000.00			
Total	\$200,000.00			
Total	\$200,000.00			
Allocation	\$200,000.00			
Balance	\$0.00			

Board of Commissioners

Request for Board Action

Item Number: 2024-725

Meeting Date: 1/14/2025

Sponsor: Sheriff's Office

Title

Agreement with the City of Saint Paul Police Department for the 2025 Traffic Enforcement Sub-Grant
Agreement with the Minnesota Department of Public Safety, Office of Traffic Safety

Recommendation

1. Approve the agreement with the city of Saint Paul Police Department, 367 Grove Street, Saint Paul, MN 55101 for the 2025 traffic enforcement sub-grant agreement from the MN Department of Public Safety, Office of Traffic Safety, 445 Minnesota Street, Suite 1620, Saint Paul, MN 55101 upon execution of the agreement through September 30, 2025 in the amount of \$33,035.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of available funding.
4. Authorize the County Manager to execute future agreements for future traffic enforcement sub-grant agreements, in a form approved by the County Attorney's Office, through 2030.

Background and Rationale

On November 10, 2009, the Ramsey County Board of Commissioners accepted the agreement and sub-grant agreement and authorized the County Manager to execute future agreements and sub-grant agreements for hours worked for scheduled traffic safety issues related to impaired driving, occupant protection, speed, and distracted driving (Resolution 2009-387). Since that time, an annual agreement has been executed under this resolution by the County Manager.

This agreement allows the Sheriff's Office to work with city of Saint Paul Police Department and seven other local law enforcement agencies to prevent injuries, deaths, and property damage from crashes and unsafe driving. The city of Saint Paul Police Department is the grantee of the grant agreement and will reimburse the Sheriff's Office for hours worked to provide services under this agreement.

This request also aligns with the County Manager's efforts to transition all grant agreement acceptance to a period of no longer than five years. This transition will provide for increased transparency, enhanced awareness of grants received by the county, and an opportunity to highlight the work of county employees in securing grant funding.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

There is no direct racial equity impact associated to this board action. This item is administrative and provides for reimbursement under a state grant.

Community Participation Level and Impact

There is no community engagement with this board action.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

The Sheriff's Office will be reimbursed for enforcement services provided in the amount not to exceed \$33,035 from October 1, 2024 through September 30, 2025.

Last Previous Action

On November 10, 2009, the Ramsey County Board of Commissioners accepted the agreement and sub-grant agreement and authorized the County Manager to execute future agreements and sub-grant agreements for hours worked for scheduled traffic safety issues related to impaired driving, occupant protection, speed, and distracted driving (Resolution 2009-387).

Attachments

1. Agreement

Agreement
Between the City of Saint Paul and County of Ramsey

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, is by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City" and County of Ramsey, a political subdivision of the State of Minnesota, hereinafter referred to as "Provider."

The City and Provider, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1: scope of Services.

A. Provider agrees to provide services or perform activities as related to its individual entity as described in the attached state grant award (Attachment A) that is incorporated herein and agrees to comply with all special conditions, financial reporting, and other requirements as detailed in Attachment A.

SECTION 2: Time for Completion.

A. The services described in Section 1 shall be commenced on October 1, 2024 and will be completed in accordance with the schedule mutually agreed upon with the City through September 30, 2025.

B. Provider shall not proceed with any task outside of the grant award without specific authorization from the Project Manager designated by the City.

C. There will be no extension of this contract beyond the date outlined above.

SECTION 3: Billings, Payment, and Reporting.

A. For the Provider's faithful performance of this Agreement, the City hereby agrees to compensate the Provider in the amounts and according to the provisions of Attachment A. Total payments to the Provider shall not exceed \$33,035.00.

B. The above amounts shall fully compensate the Provider for all costs. No claim for services and/or costs provided by the Provider, not specifically provided for in this Agreement will be honored by the City.

C. The Provider shall submit an itemized invoice as well as detailed backup documents to the City on a quarterly basis. The Provider will be provided with the deadline for submitting the detailed backup after the grant reporting deadlines have been finalized. The Provider shall submit the detailed backup within the budget categories as detailed on Attachment B. Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by the City to Provider within thirty-five (35) days of the City receiving payment or reimbursement from the State of Minnesota for services provided under this Agreement.

D. Provider shall submit programmatic reporting as requested by the fiscal agent, City of Saint Paul, on a quarterly basis. No payments shall be made to Provider without programmatic reports completed by the due date.

E. In the event the Provider fails to comply with any terms or conditions of the Agreement or grant award (see Attachment A) or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in other sections of this Agreement.

SECTION 4: Project Management.

A. The City requires the Provider to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of this individual during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individual or without the prior written approval of the City is grounds for termination of the Agreement by the City. Provider's principal project member is:

Commander John Eastham
Ramsey County Sheriff's Office
425 Grove Street
Saint Paul, MN 55101

B. The Provider has designated Commander John Eastham, as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be released. The Project Manager shall have the authority to transmit instructions, receive information, authorize amendments or changes to the Agreement, and interpret and define the Provider's policies and decisions pertinent to the work covered by this Agreement.

SECTION 5: City Responsibilities.

A. City agrees to provide the Provider with access to any information from City documents, staff, and other sources needed by the Provider to complete the work to the extent permitted by law.

SECTION 6: Work Products, Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

"Work product" means any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results solely from the Provider's services under this Agreement.

"Supporting documentation " means any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other formats which result solely from Provider's services and this agreement and are which are used to generate any and all work performed and work products generated under this Agreement.

"Business records " means any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to the Provider and pertaining to services under this Agreement.

B. All Work Products and Supporting Documentation that result from the Provider's services under this Agreement must be delivered to the City and will become the property of the City after final payment is made to the Provider with no right, title, or interest in said work products or supporting documentation vesting in the Provider.

C. Unless otherwise required under State or Federal data privacy law, the Provider agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the City.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement, must be delivered to the City by the Provider by the termination date without further obligation of the City to the Provider except for payment of amounts due and owing for Services performed and costs incurred as of the date and time of termination.

E. The Provider must maintain all business records relating to the Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years commencing after the later of the date of the final payment under the Agreement or resolution of all audit findings, for audit or inspection by the City, appropriate federal agency or agencies, the Audit of the State of Minnesota, or other duly authorized representative.

F. The Provider agrees to abide strictly by Chapter 13, Minnesota Statutes (Minnesota Government Data Practice Act) as well as any other applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units which are now or hereafter promulgated insofar as they relate to the Provider's performance of the provisions of this Agreement.

SECTION 7: Equal Opportunity Employment.

A. The Provider will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, age, sexual orientation, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, age, sexual orientation, or national origin.

This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

SECTION 8: Compliance with Applicable Law.

The Provider agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Provider's performance of the provisions of this Agreement. The Provider also agrees to comply with the federal requirements contained in Attachments B, C, and D of this agreement and any applicable provisions of the Federal Uniform Guidance pursuant to 2 C.F.R. § 200 and all relevant subparts. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

SECTION 9: Independent Contractor.

A. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Provider to the City is that of an independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the Provider an employee of the City, and the Provider is entitled to none of the rights, privileges, or benefits of Saint Paul employees.

SECTION 10: Subcontracting.

A. The Provider agrees not to enter into any subcontracts for any of the work contemplated under this Agreement (unless specifically outlined in the grant) without obtaining prior written approval of the City.

SECTION 11: Hold Harmless.

That each party will be responsible for their own acts or omissions for their employees, agents and officials. Nothing in this agreement shall constitute a waiver by either party of any statutory or common law defenses, immunities, or limits or exceptions on liability.

SECTION 12: Assignment.

A. The City and the Provider each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Provider will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 13: Termination.

A. This Agreement will continue in full force and effect until completion of the Provider's services as described herein unless either party terminates it at an earlier date. Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party.

B. With Cause. The City reserves the right to suspend or terminate this Agreement if the Provider violates any of the terms or conditions of this Agreement or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the City. In the event that the City exercises its right to suspend or terminate under this Section, will submit written notice of suspension to the Provider, specifying the reasons therefore, and the date upon which such suspension becomes effective. Within ten days of receipt of such notice, the

Provider will take all actions necessary to cure the default. If the Provider fails to cure the default within the ten-day period, the Agreement is immediately terminated. Upon termination of this Agreement, the Provider will discontinue further commitments of funds under this Agreement.

C. In the event of termination, the City will pay the Provider for all services actually timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Provider will deliver all work products and supporting documentation developed up to the date of termination prior to the City rendering final payment for services.

SECTION 14: Default by Provider.

A. In the event Provider fails or neglects to comply with any term or condition of this Agreement or to provide the services stated herein, City shall have the right, after written notice, to cease payment hereunder. This remedy shall be in addition to any other remedies, including termination, available to the City in law or equity.

SECTION 15: Amendment or Changes to Agreement.

A. The City or the Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein is deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

SECTION 16: Notices.

A. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement must be delivered in person, sent by certified United States Mail, via electronic mail with Return Receipt Requested. Any notices or other communications should be addressed to the individuals and the addresses listed on page one (1) of this Agreement. Any notices or other communications must be addressed as follows:

To Provider:
Commander John Eastham
Ramsey County
425 Grove Street
Saint Paul, MN 55101

To City:
Michele Bunce, Accountant
Saint Paul Police Department
367 Grove Street
Saint Paul, MN 55101

SECTION 17: Waiver.

A. Any failure of a party to assert any right under this Agreement will not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provision.

SECTION 18: Survival of Obligations.

A. The respective obligations of the City and the Provider under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration of the Agreement will survive such termination, cancellation, or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, will terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.

SECTION 19: Interpretation of Agreement, Venue.

A. This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the City of Ramsey, Second Judicial District, State of Minnesota, where applicable.

SECTION 20: Force Majeure.

A. Neither the City nor the Provider will be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

SECTION 21: Entire Agreement.

It is understood and agreed that the entire Agreement supersede all oral agreements and negotiations between the parties relating to the subject matters herein.

SECTION 22: Attachments.

As so referenced in these terms and conditions, the Attachments and Addenda attached to this Agreement, and all obligations and duties articulated and certifications made therein, are incorporated into and made part of this Agreement.

Attachment A:	Scope of Work
Attachment B:	Budget Categories and Amounts

Attachment C:	Standard Federal Award Requirements: Non-Discrimination, Federally Assisted Construction Contracts, Contractor Debarment, Suspension, and Responsibility Certification
Attachment D:	Additional Federal Provisions
Attachment E:	Anti-Lobbying Certification Addendum: Grant Specific Requirements

SECTION 23: Applicable Contract Terms and Conditions.

By signing this Agreement, the Provider acknowledges and agrees that federal financial assistance may be used to fund all or a portion of the contract. The Provider will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. In addition, Provider will comply with all applicable terms and conditions, requirements, attachments, and addenda no matter the source of funding. Provider further agrees that contract terms and conditions, requirements, Attachments, and addenda are subject to change based on source of funding.

SECTION 24: Electronic Signatures.

The Parties agree that the electronic signature of a Party to this Agreement will be as valid as an original signature of such Party and will 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 will 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 will not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

For the City:

For County of Ramsey:

Approved as to form:


By: _____
Anthony Edwards
Assistant City Attorney
Date: _____

By: _____
Chair
Ramsey County Board of Commissioners
Date: _____

By: _____
Paul Ford
Assistant Chief of Police
Date: _____

By: _____
Jason Yang, Interim Chief Clerk
Ramsey County Board of Commissioners
Date: _____

By: _____
John McCarthy
Director of Financial Services
Date: _____

By: 
Bob Fletcher
Ramsey County Sheriff
Date: 12/23/24

Approved as to Form:

By: _____
Melvin Carter
Mayor
Date: _____

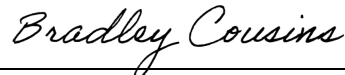
By: 
Bradley Cousins
Assistant Ramsey County Attorney
Date: 01/08/25

EXHIBIT A

Scope of Work

The purpose of this SOW is to describe the work, services, tasks and/or deliverables that Provider will provide to the City under the City Terms and Conditions agreed upon by the Parties, (the "Agreement"). Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the work, services, tasks and/or deliverables described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by Provider hereunder.

File Attached:

[TZD Enforcement 2024-25 A-ENFRC25-2025-SPPD-027-EXECUTED 10.23.24.pdf]

EXHIBIT C
Budget Categories and Amounts

Ramsey County Sheriff's Office	
Budget Categories	Budget Amount
Total DWI	\$19,435.00
Distracted Driving (April 1-30)	\$4,325.00
Speed (May 1-June 30)	\$2,400.00
Seatbelt (May 19- Jun 1)	\$2,400.00
Speed (July 1-Sept 1)	\$905.00
Seatbelt (Sep 21-27)	\$800.00
Special Projects	\$2,275.00
Grand Total:	\$33,035.00

EXHIBIT C

Standard Federal Award Requirements

I. Non-Discrimination.

Contractor will comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.

B. Equal Employment Opportunity-Executive Order No. 11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Agreement.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

J. Equal Protection of the Laws for Faith-based and Community Organizations, Exec. Order No. 13279 signed December 12, 2002, and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

K. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

II. Contractor Debarment, Suspension, and Responsibility Certification.

Federal Regulation 45 CFR 92.35 prohibits state and local governments from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or a local government. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, Contractor Certifies: That it and its Principals and Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the City Project Manager or Buyer should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating

any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Anti-Lobbying and Required Certificate

Contractors that apply or bid for an award exceeding \$ 100,000 must file the required certifications pursuant to 31 U.S.C. 1352. By entering into this Agreement, Contractor certifies 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 Contractor and Subcontractor 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 recipient (i.e. the City) who will in turn forward the disclosure(s) to the relevant Federal Agency. If the required certification is applicable, Contractor or Subcontractor must sign the certification attached hereto as Exhibit D, and complete a disclosure form if required, and submit it to the City.

Clean Air Act

Contractors that apply or bid for an award exceeding \$ 150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671 q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) Clean Air Act (42 USC. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Rights to Inventions Made Under a Contract or Agreement

If this Agreement meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor 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 (the City).

Prohibition on certain telecommunications and video surveillance services or equipment.

The City and Contractor are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that

uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic references for procurements.

The Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EXHIBIT D

Additional Federal Provisions

A. APPLICABILITY

The following list contains additional public laws, executive orders and other federal regulations or requirements which may be applicable to activities funded in whole or in part with federal funds.

COPELAND ANTI-KICKBACK ACT

18 U.S.C. § 874; 29 C.F.R. Part 3

Prohibits kickbacks to public employees, and any person involved in the administration of federal funds.

EXECUTIVE ORDER 11246 AS AMENDED BY EXECUTIVE ORDERS 11375 11478, 12086 AND 12107

41 C.F.R. Chapter 60; 24 C.F.R. § 5.105(a)(1); 24 C.F.R. § 570.607

Relates to equal employment opportunities under HUD contracts and HUD assisted construction contracts.

UNIFORM ADMINISTRATIVE REQUIREMENTS

2 C.F.R. Part 200, subps. C and D; 24 C.F.R. 570.502, 570.610

Contains uniform administrative requirements applicable to federally funded grants and contracts. Includes requirement for the City and/or HUD to monitor/review/report on subgrantee activities.

UNIFORM COSTS PRINCIPLES

2 C.F.R. Part 200, subp. E; 24 C.F.R. 570.502, 570.610

Relates to cost and expenditure principles for federally funded grants and contracts.

UNIFORM AUDIT REQUIREMENTS

2 C.F.R. Part 200, subp. F; 24 C.F.R. 570.502, 570.610

Contains audit requirements for non-profit organizations and governmental entities.

EXECUTIVE ORDERS 11625 12432 AND 12138

2 C.F.R. § 200.321; 24 C.F.R. 5.105(a)(1); 24 C.F.R. § 570.904(d)

Relates to the national programs for Minority Business Enterprises and Women's Business Enterprises.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

42 U.S.C. § 5309; 24 C.F.R. Part 6; 24 C.F.R. § 570.602

Prohibits discrimination on the basis of race, color, religion or national origin in any activity or program funded in whole or in part with CDBG or UDAG funds.

AGE DISCRIMINATION ACT OF 1975

42 U.S.C. 6101-6107; 24 C.F.R. § 5.1050(1)•, 24 C.F.R. Part 146; 24 C.F.R. §570.602

No persons shall, on the basis of age, be excluded from participation or be denied benefits, or be subject to any discrimination from any program receiving federal assistance.

ARCHITECTURAL BARRIERS ACT OF 1968

42 U.S.C. 4151-4157; 24 C.F.R. § 570.614(a)

Requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people.

NATIONAL ENVIRONMENTAL POLICY ACT OF 1969

42 U.S.C. 4321-4370m-12•, 24 C.F.R. Part 58; 24 C.F.R. § 570.604

The recipient of federal funds assumes the responsibility for ensuring that environmental reviews are completed prior to the start of any activity funded in whole or in part with federal funds.

NATIONAL HISTORIC PRESERVATION ACT OF 1966

54 U.S.C. 300101-307108; 24 C.F.R. §

Relates to the process for designating structures on the National Historic Preservation List, and the kinds of activities which may be done as a result of this designation.

ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974

54 U.S.C. 312501-312508; 24 C.F.R. §

Provides for the preservation of significant scientific, prehistorical, historical, or archeological data that may otherwise be lost in the course of work on federally funded projects.

EXECUTIVE ORDER 11593

24 C.F.R. §

Provides for the protection and enhancement of the cultural environment.

HATCH ACT

5 U.S.C. 1501-1508; 24 C.F.R. §570.207

Prohibits the financing of any type of political activities with federal funds.

CODE OF CONDUCT AND CONFLICT OF INTEREST

2 C.F.R. § 200.317-.318, 24 C.F.R. § 570.611

States that no person(s) administering federally funded programs may, as a result of their position, receive personal gain.

IMMIGRATION AND NATIONALITY ACT AS AMENDED BY IMMIGRATION REFORM

AND CONTROL ACT

8 U.S.C. 1324a-1330•, 8 C.F.R. § 245a.5; 24 C.F.R. § 570.613

Prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment. The requirements of this Act apply to Subgrantee and any and all contracts that Subgrantee enters into with any contractor or subcontractor. Also prohibits certain newly legalized aliens from being eligible to apply for benefits under covered activities funded by the programs listed in 24 C.F.R. § 570.613.

DRUG-FREE WORKPLACE ACT OF 1988

41 U.S.C. § 701; 24 C.F.R. § 5.105(d)

Requires federal grant recipients and federal contractors with a contract for more than \$100,000 to adopt a drug-free workplace policy and establish a drug-free awareness program.

EVALUATION OF COST REASONABLENESS

2 C.F.R. §§200.403 and 2 C.F.R. 200.404

Provides criteria that costs must meet in order to be allowable under Federal awards and lists considerations that must be given in determining the reasonableness of a given cost.

[Section Left Intentionally Blank.]

EXHIBIT E

Lobbying Certification

The undersigned certifies, to the best of the undersigned's knowledge and belief, on behalf of Contractor that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure. ¹

The undersigned hereby represents and warrants that the undersigned has the authority to sign on behalf of Contractor. The undersigned certifies or affirms the truthfulness and accuracy of each statement of each certification made herein and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

¹ These civil penalty amounts are subject to adjustments for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990, as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015.

IN WITNESS WHEREOF, the undersigned has caused this Certification to be executed the day and year first above written on behalf of Contractor.

Contractor Name By:

Print Name: _____

Its _____

ROUTING SHEET

Green Sheet NO: 400130

10/18/2024

Department: Police

Contact Person: Paul Ford

Contact Phone: 651-266-5533

Document Type: Grant Agreement

Document Contact: Melissa Timm

Document Phone: 651-266-5422

Order	Department/Customer	Contract Signer	Organization
1	Police Department	Department Accountant	
2	Customer	MN DPS	
3	Police Department	Assistant Chief	
4	City Attorney Office	City Attorney	
5	Financial Services	Director	
6	Mayor's Office	Assistant Mayor	

CC: Scott H.

Action Requested:

Signatures needed on an agreement authorizing the City on behalf of the Police Department to accept the 2025 Towards Zero Deaths Grant Program , issued by the Minnesota DPS. (RES PH 24-258, 10/09/24)



Minnesota Department of Public Safety (“State”) Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, Minn., 55101	Grant Program: 2025 Enforcement Grant Contract Agreement No.: A-ENFRC25-2025-SPPD-027
Grantee: St. Paul Police Department 367 Grove Street St. Paul, Minn. 55101-2416	Grant Contract Agreement Term: Effective Date: Oct. 1, 2024 Expiration Date: Sept. 30, 2025
Grantee’s Authorized Representative: Commander Jeremy Ellison St. Paul Police Department 367 Grove Street St. Paul, Minn. 55101-2416 (651) 266-5457 Jeremy.Ellison@stpaul.gov	Grant Contract Agreement Amount: Original Agreement \$ 969,900.00 Matching Requirement* \$0.00 See special conditions
State’s Authorized Representative: Shannon Grabow Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, Minn., 55101 (651) 373-9671 shannon.grabow@state.mn.us	Federal Funding: CFDA/ALN: 20.600, 20.608, 20.616 FAIN: 69A37523300004020MN0, 69A37523300001640MNA, 69A3752330000405HMN0 State Funding: N/A *Special Conditions: If equipment is purchased, a 50 percent match of the item is required. Refer to program manual.

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

Term: Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2025 Enforcement Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1620, Saint Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2025 Enforcement Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

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

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



Grant Contract Agreement

Page 2 of 2

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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: Patti Hagen Digitally signed by Patti Hagen
Date: 2024.10.23 09:41:26 -05'00'

Date: _____

Grant Contract Agreement No./ P.O. No.
A-ENFRC25-2025-SPPD-027/3000097919

Project No. 25-04-01

2. GRANTEE

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

Signed: Anthony Edwards Digitally signed by Anthony Edwards (Oct 18, 2024 10:23 CDT)

Print Name: Anthony Edwards

Title: Assistant City Attorney

Date: 10/18/2024

Signed: Paul A. Ford Digitally signed by Paul A. Ford (Oct 18, 2024 10:40 CDT)

Print Name: Paul Ford

Title: Assistant Chief of Police

Date: 10/18/2024

3. STATE AGENCY Craig Flynn Digitally signed by Craig Flynn Deputy Director
Date: 2024.10.21 07:48:46 -05'00'

Signed: _____

(with delegated authority)

Title: _____

Date: _____

Signed: John McCarthy

Print Name: John McCarthy

Title: Director, OFS

Date: 10/18/2024

Signed: Andrea Ledger

Print Name: Andrea Ledger

Title: Director, HEERO

Date: 10/18/2024

Signed: Jaime Rae Tincher Digitally signed by Jaime Rae Tincher (Oct 18, 2024 15:48 CDT)

Print Name: Jaime Tincher

Title: Deputy Mayor

Date: 10/18/2024

Budget Summary

Budget				
Budget Category		State Reimbursement	Local Match	
Dispatch/Admin- Other				
Dispatch/admin - Other		\$25,000.00	\$0.00	
Total		\$25,000.00	\$0.00	
Enforcement- Distract/Speed/MO/Belt				
Enfr- Distract/Spd/MO/Belt		\$232,500.00	\$0.00	
Total		\$232,500.00	\$0.00	
Enforcement- Impaired				
Enforcement - Impaired		\$388,700.00	\$0.00	
Total		\$388,700.00	\$0.00	
Enforcement- Pedestrian				
Enforcement - Pedestrian		\$241,000.00	\$0.00	
Total		\$241,000.00	\$0.00	
Match – Mileage Expenses				
Match - Mileage Expense		\$0.00	\$0.00	
Total		\$0.00	\$0.00	
Dispatch/Admin-Impaired				
Dispatch/admin - DWI		\$17,200.00	\$0.00	
Total		\$17,200.00	\$0.00	
Optional Activities- Impaired				
Optional Activities - DWI		\$30,500.00	\$0.00	
Total		\$30,500.00	\$0.00	
Optional Activities- Other				
Optional Activities - Other		\$35,000.00	\$0.00	
Total		\$35,000.00	\$0.00	
Total		\$969,900.00	\$0.00	



City of Saint Paul

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Signature Copy

Resolution-Public Hearing: RES PH 24-258

File Number: RES PH 24-258

Authorizing the City on behalf of the Police Department ("SPPD") to accept and amend the 2024 Grant Fund Budget for the 2025 Enforcement grant, issued by the Office of Traffic Safety (OTS) of the Minnesota Department of Public Safety (DPS).

WHEREAS, the Office of Traffic Safety (OTS) of the Minnesota Department of Public Safety (DPS) has awarded a 2025 Enforcement Grant to the SPPD for \$969,900; and
WHEREAS, the Police Department will use this grant to work with eight other local law enforcement agencies to prevent injuries, deaths and property damage from crashes and unsafe driving; and

WHEREAS, this grant includes subgrants to eight local law enforcement agencies, and
WHEREAS, the grant has no match requirement although a match is encouraged; and
WHEREAS, the Police Department received approval to apply for this grant through RES 24-804; and

WHEREAS, the 2024 financing and spending plans need to be amended and activity budget added for these funds; and

WHEREAS, the Mayor, pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there are available for appropriation funds of \$113,291 in excess of those estimated in the 2024 budget; and

THEREFORE BE IT RESOLVED, by the City Council of the City of Saint Paul, upon recommendation of the Mayor to accept the grant from the DPS and the addition of \$113,291 as specified on the attached financial analysis and approves the changes to the 2024 budget.

At a meeting of the City Council on 10/9/2024, this Resolution-Public Hearing was Passed.

Yea: 7 Councilmember Noecker, Councilmember Jalali, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, and Councilmember Johnson

Nay: 0

Vote Attested by
Council Secretary

Shari Moore

Date 10/9/2024

Approved by the Mayor

Melvin Carter III

Date 10/16/2024

Clerk



Shari Moore

Date

Test Signature



Shari Moore

Date











TZD Enforcement 2024-25-grant.agreement.St. Paul 9.9.24

Final Audit Report

2024-10-18

Created:	2024-10-18
By:	SPPD Contracts (sppd-contracts@stpaul.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXrQad57MGdWuRbrb5fOnSol-Ny5V4JIJ

"TZD Enforcement 2024-25-grant.agreement.St.Paul 9.9.24" History

-  Document created by SPPD Contracts (sppd-contracts@stpaul.gov)
2024-10-18 - 2:52:09 PM GMT
-  Document emailed to Anthony Edwards (Anthony.Edwards@ci.stpaul.mn.us) for signature
2024-10-18 - 2:52:15 PM GMT
-  Email viewed by Anthony Edwards (Anthony.Edwards@ci.stpaul.mn.us)
2024-10-18 - 3:23:38 PM GMT
-  Document e-signed by Anthony Edwards (Anthony.Edwards@ci.stpaul.mn.us)
Signature Date: 2024-10-18 - 3:23:53 PM GMT - Time Source: server
-  Document emailed to paul.ford@ci.stpaul.mn.us for signature
2024-10-18 - 3:23:54 PM GMT
-  Email viewed by paul.ford@ci.stpaul.mn.us
2024-10-18 - 3:39:18 PM GMT
-  Signer paul.ford@ci.stpaul.mn.us entered name at signing as Paul A. Ford
2024-10-18 - 3:40:08 PM GMT
-  Document e-signed by Paul A. Ford (paul.ford@ci.stpaul.mn.us)
Signature Date: 2024-10-18 - 3:40:10 PM GMT - Time Source: server
-  Document emailed to John McCarthy (john.mccarthy@ci.stpaul.mn.us) for signature
2024-10-18 - 3:40:11 PM GMT
-  Email viewed by John McCarthy (john.mccarthy@ci.stpaul.mn.us)
2024-10-18 - 6:49:17 PM GMT



Document e-signed by John McCarthy (john.mccarthy@ci.stpaul.mn.us)

Signature Date: 2024-10-18 - 6:49:37 PM GMT - Time Source: server



Document emailed to Andrea Ledger (Andrea.ledger@ci.stpaul.mn.us) for signature

2024-10-18 - 6:49:38 PM GMT



Email viewed by Andrea Ledger (Andrea.ledger@ci.stpaul.mn.us)

2024-10-18 - 8:05:19 PM GMT



Document e-signed by Andrea Ledger (Andrea.ledger@ci.stpaul.mn.us)

Signature Date: 2024-10-18 - 8:07:09 PM GMT - Time Source: server



Document emailed to Jaime Tincher (jaime.tincher@ci.stpaul.mn.us) for signature

2024-10-18 - 8:07:11 PM GMT



Email viewed by Jaime Tincher (jaime.tincher@ci.stpaul.mn.us)

2024-10-18 - 8:48:05 PM GMT



Signer Jaime Tincher (jaime.tincher@ci.stpaul.mn.us) entered name at signing as Jaime Rae Tincher

2024-10-18 - 8:48:42 PM GMT



Document e-signed by Jaime Rae Tincher (jaime.tincher@ci.stpaul.mn.us)

Signature Date: 2024-10-18 - 8:48:44 PM GMT - Time Source: server



Agreement completed.

2024-10-18 - 8:48:44 PM GMT



Board of Commissioners

Request for Board Action

Item Number: 2024-727

Meeting Date: 1/14/2025

Sponsor: Sheriff's Office

Title

Joint Powers Agreement with Minnesota Department of Public Safety, Bureau of Criminal Apprehension for Participation in the Minnesota Internet Crimes Against Children Task Force

Recommendation

1. Approve the Joint Powers Agreement with the Minnesota Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Street East, Saint Paul, MN 55406 for participation in the Minnesota Internet Crimes Against Children Task Force upon execution through five years from the fully executed agreement.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

Background and Rationale

The state of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension operates the Minnesota Internet Crimes Against Children (ICAC) Task Force. As a statewide task force, ICAC investigates and prosecutes criminals throughout the state who exploit children on the internet, including cyber enticement and child pornography cases. ICAC also engages in public awareness, outreach, and prevention efforts with the community.

The Sheriff's Office has been a member of ICAC since 2009. Participation in the task force allows the Sheriff's Office to work with federal, state, and local law enforcement and prosecutorial agencies to investigate and prosecute those responsible for internet crimes against children. Task force participation also provides reimbursement from the state for select equipment, training, and investigative overtime costs as outlined in the Joint Powers Agreement.

A Joint Powers Agreement as permitted under Minnesota Statutes 471.59, is required for participation.

The term of the agreement is upon execution through five years from the fully executed agreement. Funding for the task force is provided to the state in part under the Missing and Exploited Children appropriation included in the United States Department of Justice budget.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☐ Opportunity

☒ Accountability

Racial Equity Impact

ICAC was developed in response to the increasing number of children and teenagers using the internet, the proliferation of child sexual abuse images available electronically, and heightened online activity by predators seeking unsupervised contact with potential underage victims. Participation in the task force ensures justice for minor victims of these crimes, including those from traditionally disadvantaged or marginalized communities.

Community Participation Level and Impact

There is no community engagement for this Joint Powers Agreement.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

There is no impact to the county's property tax levy. The estimated reimbursement is \$5,000 per year.

Reimbursement from the state is provided for select equipment, training, and investigative overtime costs as outlined in the Joint Powers Agreement.

Last Previous Action

On September 24, 2019, the Ramsey County Board of Commissioners approved an agreement with the Minnesota Internet Crimes Against Children Task Force for the period September 24, 2019 through September 24, 2024 (Resolution B2019-221).

Attachments

1. Joint Powers Agreement



STATE OF MINNESOTA

JOINT POWERS AGREEMENT MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the "County of Ramsey on behalf of its County Sheriff's Office at 425 Grove Street St. Paul, MN 55101" ("Governmental Unit").

Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in these activities. The Governmental Unit wants to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force and be provided reimbursement of the following: equipment, training, and expenses (including travel and overtime) as are incurred by law enforcement as a result of ongoing investigations.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes, § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to implement a three-pronged approach of prevention, education and enforcement to combat internet crimes against children. This Agreement provides the mechanism to reimburse the Governmental Unit for equipment, training and expenses (including travel and overtime), which are incurred by law enforcement as a result of these investigations.

3. Standards

The Governmental Unit will adhere to the ICAC Program standards identified below.

- 3.1 Investigate activities related to internet crimes and the exploitation of children through the use of computers.
- 3.2 Investigate organizations to disrupt and dismantle crimes committed against children.
- 3.3 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.4 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 3.5 Investigators will use, as appropriate, the most current investigative technologies and techniques.

- 3.6 Investigators must be licensed Minnesota peace officers.
- 3.7 Investigators will comply with the guidelines of the Department of Justice Internet Crimes Against Children Program Operational and Investigative Standards.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

- 4.1.1 Assign a Governmental Unit point of contact to act as the liaison between it and the BCA ICAC Project Commander to assist in reimbursement deadlines.
- 4.1.2 Submit an ICAC reimbursement request for pre-approval of funds. This request shall include a description of the item requested for reimbursement and an explanation of how it qualifies under the required criteria in Clauses 3.1 and 3.2 and an operational plan.
- 4.1.3 Conduct investigations in accordance with provisions of the ICAC Operational and Investigative Standards, identified in Clause 3.7 above, and conclude the investigations in a timely manner.
- 4.1.4 Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the ICAC Program.
- 4.1.5 Not commingle ICAC funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.

4.2 The BCA will:

- 4.2.1 Provide a Senior Special Agent who will serve as the Commander of the Task Force.
- 4.2.2 Review and approve or decline reimbursement requests under clause 4.1.2 within seven (7) business days of the reimbursement request.

- 4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

5. Payment

- 5.1 To receive reimbursement for an expense, Governmental Unit must make a request for reimbursement to the BCA Authorized Representative under the required criteria for operational and investigative standards.
- 5.2 To receive approved reimbursement, Governmental Unit must submit an expense form no later than 15 business days after the end of the month during which the expense is incurred.
- 5.3 The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
- 5.4 In the event Governmental Unit breaches this Agreement, it will not be eligible to receive reimbursement for any expenses.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name: Bobbi Jo Pazdernik, Commander of MN ICAC
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East Saint Paul, MN 55106
Telephone: 651-793-7000
E-mail Address: bobbijo.pazdernik@state.mn.us

The Governmental Unit's Authorized Representative is the following person or his/her successor:

Name: Bob Fletcher, Sheriff
Address: Ramsey County Sheriff's Office
425 Grove Street St. Paul, MN 55101
Telephone: 651-266-9333
E-mail Address: bob.fletcher@co.ramsey.mn.us

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA.

7. Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3 Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

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

9. Audits

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

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

The 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.

12. Expiration and Termination

- 12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- 12.2** In the event that federal funding is no longer available, the BCA will email the Governmental Unit's Authorized Representative and terminate the Agreement. The termination will be effective two (2) business days after email notification to the Governmental Unit; and the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT PO Number: 3000085301

2. GOVERNMENTAL UNIT

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

By: _____

Title: Chair, Ramsey County Board of Commissioners

Date: _____

By: _____

Jason Yang

Title: Interim Chief Clerk, Ramsey County Board of Commissioners

Date: _____

By: Bob Fletcher

Bob Fletcher

Title: Ramsey County Sheriff

Date: 1/8/2025

3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

By: _____
(with delegated authority)

Title: Deputy Superintendent, Investigations

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

Approved as to form:

By: Bradley Cousins
Bradley Cousins

Title: Assistant Ramsey County Attorney

Date: 1/08/2025

Board of Commissioners

Request for Board Action

Item Number: 2024-721

Meeting Date: 1/14/2025

Sponsor: Human Resources

Title

Terms of Collective Bargaining Agreement with Technical Employees Association for the years 2025, 2026, and 2027

Recommendation

1. Approve the terms of the collective bargaining agreement with Technical Employees Association for the years 2025, 2026, and 2027.
2. Authorize the Chair and the County Manager to execute the agreement.

Background and Rationale

Collective bargaining with Technical Employees Association has resulted in agreement for a three-year contract for the years 2025, 2026, and 2027. This bargaining unit represents approximately 21 employees who work at the Ramsey County Public Works department in the job classifications of Engineering/Construction/Surveying Technician 1, Engineering/Construction/Surveying Technician 2, Engineering/Construction/Surveying Technician, and Engineering/Construction/Surveying Technician 4.

The current agreement expired December 31, 2024 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the successful result of negotiations between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process. The settlement was reached between the parties on December 16, 2024. The bargaining unit subsequently voted to ratify the tentative agreement on January 6, 2025. Although the challenges were significant, there were ample opportunities to address the interests of both union and management. The proposed settlement addresses the important interests of affected employees and the county, including modernization of the classification and compensation structure, while honoring the fiscal limitation expressed by the Ramsey County Board.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

With approximately 4,206 employees employed by Ramsey County, 46% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 53%. Collective bargaining agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide the numerous resident facing services to the residents of Ramsey County and promote the county's vision, mission and goals.

Community Participation Level and Impact

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

productive approach.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

Funding for contract costs was accounted for in Ramsey County's 2025 operating budget and will be included in the 2026/2027 biennial budget.

Last Previous Action

On September 2, 2022 the Ramsey County Board of Commissioners approved the terms of collective bargaining agreement with Ramsey County Technical Employees Association for years 2022, 2023, and 2024 (Resolution B2022-207).

Attachments

1. 2025-2027 Technical Employees Association Tentative Agreement Summary List

Technical Employees Association
Total Tentative Agreement List for 2025-2027

TA Reached December 16, 2024

DURATION

This Agreement shall be effective as of the first day of January 2025, and shall remain in full force and effect until the last day of December 2027

WAGES

2025:

- Effective January 1, 2025, the salary plan and grades will be as follows:

Salary Plan 125A

Grade	1	2	3	4	5	6	7	8	9	10	11
01	22.138815	23.267895	24.396974	25.526054	26.655133	27.784213	28.913292	30.042372	31.171452	32.300531	33.429611
02	25.637753	26.945278	28.252804	29.560329	30.867855	32.175380	33.482905	34.790431	36.097956	37.405482	38.713007
03	28.825904	30.296025	31.766146	33.236267	34.706388	36.176510	37.646631	39.116752	40.586873	42.056994	43.527115
04	32.351466	34.001391	35.651316	37.301240	38.951165	40.601090	42.251015	43.900939	45.550864	47.200789	48.850714

- Effective January 1, 2025, employees will be placed on the new salary scales (seen above) on the step that is the closest dollar amount to their current rate, but not less than their current hourly rate.
- 3% general wage increase effective on the first full pay period following January 1, 2025.
- Employees shall progress through the wage schedule on their job classification dates as usual pursuant to the new wage schedule progression.

2026:

- 3.5% general wage increase effective the first full pay period following January 1, 2025
- Effective 01/01/2026, steps that require four (4) or more years between progression shall reduce the progression by two (2) year, not to result in more than two (2) years between steps.

Step Advancement		Service Requirements	
From Step	To Step	Full-Time	PT Hours
1	2	0.5 years	1,040
2	3	0.5 years	1,040
3	4	1 year	2,080
4	5	1 year	2,080
5	6	1 year	2,080
6	7	1 year	2,080
7	8	2 years	4,160
8	9	2 years	4,160

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9	10	2 years	4,160
10	11	2 years	4,160
11	MAX		

- Employees shall progress through the wage schedule on their job classification dates as usual.

2027:

- 4.5% general wage increase effective the first full pay period following January 1, 2025.
- Employees shall progress through the wage schedule on their job classification dates as usual.

MEDICAL INSURANCE

1. Single— The total premium for single coverage shall be split 95% County / 5% employee.
2. Employee plus Spouse— The total premium for employee plus spouse coverage shall be split 82% County / 18% employee.
3. Employee plus Child(ren)— The total premium for employee plus child(ren) coverage shall be split 82% County / 18% employee.
4. Family— The total premium for family coverage shall be split 83% County / 17% employee.

For Health Savings Account-eligible plans, the County shall also contribute for those employee participants as follows:

- a. Single—\$60.00 per month toward a health savings account (H.S.A.)
- b. Employee plus Spouse— \$125.00 per month toward a health savings account (H.S.A.)
- c. Employee plus Child(ren)— \$125.00 per month toward a health savings account (H.S.A.)
- d. Family— \$125.00 per month toward a health savings account (H.S.A.)

DENTAL INSURANCE

1. Single— The total premium for single coverage shall be split 50% County / 50% employee.
2. Employee plus Spouse— The total premium for employee plus spouse coverage shall be split 50% County / 50% employee.
3. Employee plus Child(ren)— The total premium for employee plus child(ren) coverage shall be split 50% County / 50% employee.
4. Family— The total premium for family coverage shall be split 55% County / 45% employee.

RETIREE INSURANCE CONTRIBUTIONS

Regular Retiree Minimum Payment effective January 1, 2025:

- **Single** – No less than \$55/month
- **Family** – No less than \$110/month

OTHER ECONOMIC ITEMS

New Floating Holiday – Article 9

- Effective in 2025, additional 8 (eight) hours of floating holiday for probationary or permanent status employees

Night Differential – Article 7

- Effective FFPP following 01/01/2025, increase night differential to 7% of the first step in the salary range established for the job classification.

Uniform Allowance – Article 13

- Effective 1/1/2025, increase the annual clothing allowance from \$155.00 to \$200.00.

Minnesota Paid Family and Medical Leave Premium Split – Article 17

- Effective in 2026, the Minnesota Paid Family and Medical Leave premium will be split 50/50 between the Employer and employees pursuant to Minn. Stat. 268B.14.

OTHER LANGUAGE ITEMS**Association Security – Article 3**

- Modify Association security article to conform with Minn. Stat. 179A

Investigations – Article 5

- Modify the language regarding union representation in 5.10, D) to read as follows:
Employees may be afforded Association representation when the employee is the subject of an investigation; that right shall be offered to employees upon notice of the investigation. If, in the course of an investigation, it is reasonably believed that disciplinary action may be taken against an employee, the employee will be given an opportunity to have an Association representation present before the Employer proceeds to further to question the employee regarding the matter. It is the employee's responsibility to secure Association representation.

Overtime – Article 8

- Modify compensation capping language to establish timeline for capping as follows:
The Employer may require employees to use any accumulated compensatory time over one hundred twenty (120) hours prior to the first full pay period following the pay period that includes May 1 by giving the employee thirty (30) days' notice in advance. By mutual agreement between the Employer and employee an employee may elect to receive cash payment for any overtime worked. The Employer may choose to liquidate by cash payment any overtime in excess of one hundred twenty (120) hours prior to the first full pay period following the pay period that includes May 1 and will provide the employee with a thirty (30) days' notice in advance.

Sick Leave – Article 9

- Update sick leave article to confirm with Minn. Statute 181.9445-181.9448

Post Employment Health Care Savings Account–Article 16

- Modify the years of service requirements for HCSP contributions as follows as follows:
 - 0-10 years to 0-13 years
 - 11-30 years to 14-34 years
 - 31+ years to 35+ years

Memorandums of Agreement

- i. Advanced vacation Memorandum of Agreement – RENEW
- ii. Letter of Understanding – Reclassification Requests – RENEW
- iii. Leave Pending Investigation MOA – RENEW

- iv. Phased Retirement Option MOA – RENEW
- v. Retaining 80 hours in Sick Leave LOA MOA – RENEW
- vi. Medical Insurance eligibility for Intermittent Employees under ACA – RENEW

Board of Commissioners

Request for Board Action

Item Number: 2024-699

Meeting Date: 1/14/2025

Sponsor: Human Resources

Title

Terms of Collective Bargaining Agreements with American Federation of State, County and Municipal Employees Local 8 Assistant County Attorneys Bargaining Unit for the Years 2025, 2026 and 2027

Recommendation

1. Approve the terms of collective bargaining agreements with American Federation of State County and Municipal Employees Local 8 Assistant County Attorneys Bargaining unit for the years 2025, 2026 and 2027.
2. Authorize the Chair and the County Manager to execute the agreement incorporating these terms and conditions.

Background and Rationale

Collective bargaining with American Federation of State County and Municipal Employees (AFSCME) Local 8 Assistant County Attorneys bargaining unit has resulted in tentative agreements for three-year contract for the years 2025, 2026 and 2027. This bargaining unit represents approximately 94 employees who are personnel in the Ramsey County Attorney's Office in the job classification of Associate Assistant County Attorney, Assistant County Attorney and Senior Assistant County Attorney.

The current agreement expired December 31, 2024 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the successful result of negotiations between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process. The settlement was reached between the parties on December 2, 2024. The bargaining unit subsequently voted to ratify the tentative agreement on December 12, 2024. The proposed settlement addresses the important interests of affected employees and the county, including modernization of the classification and compensation structure, while honoring the fiscal limitation expressed by the Ramsey County Board.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

With approximately 4,206 employees employed by Ramsey County, 46% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 53%. Collective bargaining agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide the numerous resident facing services to the residents of Ramsey County and promote the county's vision, mission and goals.

Community Participation Level and Impact

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

productive approach.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

Funding for contract costs was accounted for in Ramsey County's 2025 operating budget and will be included in the 2026/2027 biennial budget.

Last Previous Action

On September 6, 2022, the Ramsey County Board of Commissioners approved the terms of collective bargaining agreement with American Federation of State, County, and Municipal Employees, Council 5, Local 8-Assistant County Attorneys for the years 2022, 2023, and 2024 (Resolution B2022-206)

Attachments

1. AFSCME Assistant County Attorneys Tentative Agreement Summary
2. AFSCME Assistant County Attorneys Addendum A

AFSCME Local 8 Assistant County Attorneys
Total Tentative Agreement List for 2025-2027

Tentative Agreement Reached on December 2, 2024

DURATION

This Agreement shall be effective as of the first day of January 2025, and shall remain in full force and effect until the last day of December 2027.

WAGES

2025: 3.0% wage increase effective the first full pay period following January 1, 2025. Employees shall progress through the wage schedule per the applicable salary plan in 2025.

The salary plan assigned to 21A shall be modified as identified on Addendum A.

Effective January 1, 2025, progression from Step 1 and Step 2 and Step 2 to Step 3 of the assigned salary plan for grades 30, 35 and 55 shall be reduced by 6 (six) months to require 6 (six) months to progress from Step 1 to Step 2 and Step 2 to Step 3.

2026: 3.5% wage increase effective the first full pay period following January 1, 2026. Employees shall progress through the wage schedule per the applicable salary plan in 2026.

Effective January 1, 2026, all salary plans containing steps that require three (3) or more years between progression shall reduce the progression by to two (2) years between steps. No change to steps that require less than two (2) years between progression.

2027: 4.5% wage increase effective the first full pay period following January 1, 2027. Employees shall progress through the wage schedule per the applicable salary plan in 2027.

MEDICAL INSURANCE

The Employer and employee will contribute toward medical insurance premiums as follows in 2025 and 2026:

Tier	Employer Contribution %	Employee Contribution %
Employee only (Single)	95%	5%
Employee + Spouse	82%	18%
Employee + child(ren)	82%	18%
Family	83%	17%

The above contributions apply to the three insurance plans offered in year 2024. Employer contributions are prorated for part-time employees.

For the High Deductible plan, the Employer shall also contribute to a Health Savings Account (HSA) as follows:

Employee only (Single)	\$60/mo (\$720 annual maximum)
Employee + Spouse	\$125/mo (\$1,500annual maximum)
Employee + child(ren)	\$125/mo (\$1,500annual maximum)
Family	\$125/mo (\$1,500annual maximum)

The above premium splits and rates will be maintained for the calendar year 2027 unless the 2027 premium rate increase is greater than 8.9%. Should the medical insurance premium increases exceed 8.9% in 2027, the parties agree a reopener for the negotiation of insurance premium contributions for the calendar year 2027.

DENTAL INSURANCE

The Employer and employee will contribute toward dental insurance premiums as follows:

Tier	Employer Contribution %	Employee contribution %
Employee Only (single)	50%	50%
Employee + Spouse	50%	50%
Employee + Child(ren)	50%	50%
Family	55%	45%

Employer contributions are prorated for part-time employees.

RETIREE INSURANCE CONTRIBUTIONS

Regular Retiree Minimum Payment effective January 1, 2025:

- **Single** – No less than \$55/month
- **Family** – No less than \$110/month

OTHER ECONOMIC ITEMS

AGREEMENT
<p><u>New Floating Holiday – Article 7</u></p> <ul style="list-style-type: none"> • Effective in 2025, additional 8 (eight) hours of floating holiday for probationary or permanent status employees.
<p><u>Paid Parental Leave – Article 11</u></p> <ul style="list-style-type: none"> • Effective 1/1/2025, the County will provide 8 weeks of paid parental leave to sunset once a state parental leave program is in effect.
<p><u>Minnesota Paid Family and Medical Leave Premium Split – Article 11</u></p> <ul style="list-style-type: none"> • Effective in 2026, the Minnesota Paid Family and Medical Leave premium will be split 50/50 between the Employer and employees pursuant to Minn. Stat. 268B.14.
<p><u>Administrative Allowance- Article 12</u></p> <ul style="list-style-type: none"> • Effective the first full pay period following January 1, 2025, the administrative allowance will be increased from one thousand two hundred sixty-five dollars (\$1,265) to one thousand three hundred dollars (\$1,300). Part-time employees will have administrative allowance pro-rated.

OTHER LANGUAGE ITEMS

AGREEMENT
<p><u>Union Security – Article 3</u></p> <ul style="list-style-type: none"> • Modify union security article to conform with Minn. Stat. 179A, including employer obligation to allow Union to meet with newly hired bargaining unit members.
<p><u>Holidays – Article 7</u></p> <ul style="list-style-type: none"> • Modify language to clarify that the holiday is eight (8) hours
<p><u>Sick Leave – Article 8</u></p> <ul style="list-style-type: none"> • Update sick leave article to conform with Minn. Statute 181.9445-181.9448
<p><u>Workers Compensation – Article 8</u></p> <ul style="list-style-type: none"> • Increase the amount of sick leave an employee may use in conjunction with Workers Compensation to 100% of an employee's normal daily wage
<p><u>Sick Leave for Birth/Adoption – Article 8</u></p>

AGREEMENT	
<ul style="list-style-type: none"> • Modify 9.3(5) to allow for employees to use sick leave not to exceed one-hundred and sixty (160) hours for the birth or adoption of the employee's child or a child regularly residing in the employee's immediate household. • Modify 9.3 (8) to allow for employees to use eighty (80) hours of sick leave for bereavement leave. 	
<u>Continuing Legal Education – Article 12</u>	
<ul style="list-style-type: none"> • Update effective date for the return of allocated annual funds to 2025 	
<u>Commuting Stipend – Article 12</u>	
<ul style="list-style-type: none"> • Incorporate MOA regarding monthly parking allowance per Ramsey County Commuting Policy, Administrative Policy Manual, Chapter 2, Section 5, Policy 6. • Revises mileage, commuting and parking language to conform with MOA 	
<u>Investigations – Article 14</u>	
<ul style="list-style-type: none"> • Modify the language regarding union representation in investigations to clarify when an employee is afforded representation. 	
<u>Health Insurance Labor Management Committee – Article 18</u>	
<ul style="list-style-type: none"> • Expand number of participants on the Health Insurance Labor Management Committee to include a newly established union. 	
<u>Modify Promotion Procedure to conform with 2024 Classification & Compensation Agreement</u>	
<ul style="list-style-type: none"> • Update article 20 to conform to the Classification and Compensation Memorandum of Agreement agreed to in 2024. 	

MEMORANDA OF AGREEMENT

Renumber MOAs and update Appendix list on Table of Contents as appropriate.

AGREEMENT
<ul style="list-style-type: none"> i. Vacation Advance- Renew ii. LMC- Renew iii. Legal Representation – Renew iv. Long & Short Term Disability – Renew v. Phased Retirement Option – Renew vi. Extended Flexible Leave – Modify and Renew vii. Facility Support Dog Pilot Program- Renew

Current Salary Plan										
Salary Plan 21A, Grade 30										
Step	1	2	3	4	5	6	7	8	9	10
Hourly Rate	34.420566	35.841474	37.244525	38.709760	40.308304	41.862359	43.514155	45.769816	48.034246	50.210017
Salary Plan 21A, Grade 35										
Step	1	2	3	4	5	6	7	8	9	10
Hourly Rate	41.249572	42.883668	44.633059	46.444635	48.274066	50.174463	52.216928	54.845553	57.580694	60.200546
Salary Plan 21A, Grade 55										
Step	1	2	3	4	5	6	7	8	9	10
Hourly Rate	50.764432	53.623425	56.482417	59.341410	62.200403	65.059396	67.918390	70.777380	73.636370	76.495370

New Salary Plan										
Salary Plan 121A, Grade 30										
Step	1	2	3	4	5	6	7	8	9	10
Hourly Rate	37.244525	39.168017	41.091508	43.015000	44.938491	46.861983	48.785474	50.708966	52.632457	54.555949
Salary Plan 121A, Grade 35										
Step	1	2	3	4	5	6	7	8	9	10
Hourly Rate	44.633059	46.941496	49.249933	51.558369	53.866806	56.175243	58.483680	60.792117	63.10055	65.40899018
Salary Plan 121A, Grade 55										
Step	1	2	3	4	5	6	7	8	9	10
Hourly Rate	50.764432	53.623425	56.482417	59.341410	62.200403	65.059396	67.918390	70.777380	73.636370	76.495370