



# Board of Commissioners

## Agenda

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

---

**June 1, 2021 - 9 a.m.**

**Council Chambers - Courthouse Room 300**

---

Pursuant to Minn. Stat. § 13D.021 and 13D.04 Subd. 3, the Chair of the Ramsey County Board of Commissioners has determined that an in-person meeting is not practical or prudent because of the COVID-19 pandemic and the declared state and local emergencies. Commissioners will participate by telephone or other electronic means. In addition, it may not be feasible to have any commissioner, staff, or members of the public present at the regular meeting location due to the COVID-19 pandemic and the declared emergencies. The meeting broadcast will be available online and linked via [ramseycounty.us/boardmeetings](http://ramseycounty.us/boardmeetings). Members of the public and the media will be able to watch the public meeting live online.

### ROLL CALL

### PLEDGE OF ALLEGIANCE

1. **Agenda of June 1, 2021 is Presented for Approval.** [2021-283](#)

Sponsors: County Manager's Office

Approve the agenda of June 1, 2021.

2. **Minutes from May 25, 2021 are Presented for Approval** [2021-284](#)

Sponsors: County Manager's Office

Approve the May 25, 2021 Minutes.

### COVID UPDATE

### ADMINISTRATIVE ITEMS

3. **Agreements with Cities and School Districts for Voting Equipment and Elections Services** [2021-263](#)

Sponsors: Information and Public Records Administration

1. Approve the agreements with Roseville Area Schools Independent School District 623, the City of St. Anthony Village and St. Anthony-New Brighton Independent School District 282, the City of Saint Paul, Saint Paul Public Schools Independent School District 625, and the White Bear Lake Area Independent School District 624 for election services, for an initial term from January 1, 2021 through December 31, 2026, and renewable for one additional two-year term.
2. Authorize the Chair and Chief Clerk to execute the agreements.
3. Authorize the County Manager to execute amendments to the agreements in accordance with the provisions of the agreements and with all other terms and conditions remaining the

same, and in a form approved by the County Attorney's Office.

**4. Agreement for Battle Creek Winter Recreation Area Design/Build Part 1** [2021-258](#)

Sponsors: Parks & Recreation

1. Accept and approve the Battle Creek Winter Recreation Area Project estimated budget and financing plan in the amount of \$5,563,887.
2. Authorize the County Manager to reallocate capital funds from previously approved Parks & Recreation capital projects to fund the Battle Creek Winter Recreation Area Project.
3. Authorize the County Manager to account for the Battle Creek Winter Recreation Area Project as a project budget in the Parks and Recreation Department.
4. Accept the recommendation of Ramsey County's project labor agreement associations for the use of a Project Labor Agreement (PLA) for the project.
5. Approve the selection of, and agreement with, Loeffler Construction Consulting LLC, 20520 Keokuk Avenue Ste 100, Lakeville, MN 55044, for Part 1 Design-Build services for the Battle Creek Winter Recreation Area Project, for the period of contract execution through June 2, 2024, in the amount of \$120,000.
6. Authorize the Chair and Chief Clerk to execute the agreement.
7. Authorize the County Manager to enter into agreements and execute amendments to agreements, in accordance with the County's procurement policies and procedures, provided sufficient funding is available for the project.

**5. Authorization to Accept Various COVID-19 Grants** [2021-278](#)

Sponsors: Finance

1. Authorize the County Manager to accept \$53,446,701.50 from the US Treasury Local Government American Rescue Plan Act funds.
2. Authorize the County Manager to accept \$462,662 in COVID-19 response grant funds for vaccination implementation from the Minnesota Department of Health.
3. Authorize the County Manager to accept \$2,560,870 for vaccine grants from the Minnesota Department of Health.
4. Authorize the County Manager to accept \$351,032 for vaccine distribution from the Federal Emergency Management Agency.
5. Authorize the County Manager to accept \$7,580,175 for Emergency Rental Assistance from the US Department of Treasury.
6. Authorize the County Manager to enter into agreements and execute amendments to agreements for the two Minnesota Department of Health grants, the Federal Emergency Management Agency grant and the Emergency Rental Assistance grant, in accordance with the County's procurement policies and procedures, provided sufficient funding is available.

**6. Funding for Ramsey County and City of Saint Paul partnership for Right Track+ Young Adult Career Pathway Internship Program utilizing American Rescue Plan Act Funding** [2021-288](#)

Sponsors: Workforce Solutions

1. Allocate \$2,100,000 of American Rescue Plan Act funds to the new Right Track+ Young Adult Career Pathway Internship Program, in accordance with federal guidance.
2. Authorize the County Manager to enter into agreements and amendments to agreements in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

**POLICY ITEM****7. 2021 Information Technology Portfolio Planned Investments and Funding Approach** [2021-286](#)

Sponsors: Information Services

None. For information and discussion only.

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

Following County Board Meeting:

10:30 a.m. (estimated) - County Board Discussion: ARP Funding Guidance Update

Join Zoom webinar:

<https://zoom.us/j/97622965702?pwd=ajdycHN4Vmc4WnNLOHIGbIA5TGk4UT09>

Webinar ID: 976 2296 5702 | Password: 052521 | Phone: 651-372-8299

1:30 p.m. - County Board Workshop: Conflicts of Interest and Acceptance of Gifts

Join Zoom webinar:

<https://zoom.us/j/97036900872?pwd=ZStYODVVTU2NUZ0WkROM1VJc0syUT09>

Meeting ID: 970 3690 0872 | Password: 060121 | Phone: 651-372-8299

Advance Notice:

June 8, 2021 County board meeting – Council Chambers

June 15, 2021 County board meeting – Council Chambers

June 22, 2021 County board meeting – Council Chambers

June 29, 2021 No county board meeting – 5th Tuesday



# Board of Commissioners

## Request for Board Action

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

---

**Item Number:** 2021-283

**Meeting Date:** 6/1/2021

---

**Sponsor:** County Manager's Office

**Title**

Agenda of June 1, 2021 is Presented for Approval.

**Recommendation**

Approve the agenda of June 1, 2021.



# Board of Commissioners

## Request for Board Action

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

---

**Item Number:** 2021-284

**Meeting Date:** 6/1/2021

---

**Sponsor:** County Manager's Office

**Title**

Minutes from May 25, 2021 are Presented for Approval

**Recommendation**

Approve the May 25, 2021 Minutes.

**Attachments**

1. May 25, 2021 Minutes



# Board of Commissioners

## Minutes

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

---

May 25, 2021 - 9 a.m.

Council Chambers - Courthouse Room 300

---

The Ramsey County Board of Commissioners met virtually in regular session at 9:00 a.m. with the following members present: Frethem, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt, and Chair Carter. Also present were Ryan O'Connor, County Manager, and Sam Clark, Civil Division Director, Ramsey County Attorney's Office.

### ROLL CALL

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

### PLEDGE OF ALLEGIANCE

1. Agenda of May 25, 2021 is Presented for Approval. [2021-187](#)

Sponsors: County Manager's Office

Approve the agenda of May 25, 2021.

Motion by McDonough, seconded by McGuire. Motion passed.

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

2. Minutes from May 18, 2021 are Presented for Approval [2021-251](#)

Sponsors: County Manager's Office

Approve the May 18, 2021 Minutes.

Motion by Ortega, seconded by McGuire. Motion passed.

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

### PROCLAMATION

3. Proclamation: Asian American and Pacific Islander Heritage Month [2021-266](#)

Sponsors: County Manager's Office

The proclamation was presented by Commissioner Ortega. Those present to receive and remark on the proclamation were: Mee Cheng - Ramsey County Racial and Health Equity Administrator; Terri Thao - Program Director of Nexus Community Partners; Chanida Phaengdara Potter - Executive Director and Community Architect of Southeast Asian Diaspora (SEAD) Project; Chao Yang - Health Educator, Saint Paul - Public Health Department and Chair of Ramsey County Asian Descent Network Employee Resource Group. Also present were Ramsey County Asian Descent Employee Resource Group planning members, as well as other community members. Discussion can be found on archived video.

### COVID UPDATE

---

Presented by County Manager Ryan O'Connor, Kathy Hedin, Deputy County Manager - Health and Wellness, Sara Hollie, Racial and Health Equity Administrator, and Dr. Lynne Ogawa, Medical Director - Public Health. Discussion can be found on archived video.

## ADMINISTRATIVE ITEMS

### 4. 2021 Urban Area Security Initiative Grant Award [2021-249](#)

Sponsors: Emergency Management & Homeland Security

1. Accept a grant award of \$409,500 and approve a grant agreement from the Minnesota Department of Public Safety, Homeland Security and Emergency Management, 444 Cedar St #223, Saint Paul, for the 2021 Urban Area Security Initiative for the period of January 1, 2021 through June 30, 2022.
2. Authorize the Chair and Chief Clerk to approve and execute the grant agreement.
3. Authorize the County Manager or designee to enter into agreements and contracts, and execute amendments to agreements and contracts, in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Resolution: [B2021-117](#)

### 5. Appointments to the Parks and Recreation Commission [2021-262](#)

Sponsors: Parks & Recreation

Appoint the following individuals to the Parks and Recreation Commission for a term beginning June 2, 2021 and ending June 1, 2024: District 1 - Michael Berger; District 3 - Brian Tempas; District 5 - Savannah Lane; District 6 - Snowdon Herr; and At-Large - Gregory Williams.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Resolution: [B2021-118](#)

## LEGISLATIVE UPDATE

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

## COUNTY CONNECTIONS

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

## OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

## BOARD CHAIR UPDATE

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

## ADJOURNMENT

Chair Carter declared the meeting adjourned at 10:31 a.m.

# Board of Commissioners

## Request for Board Action

Item Number: 2021-263

Meeting Date: 6/1/2021

**Sponsor:** Information and Public Records Administration

### Title

Agreements with Cities and School Districts for Voting Equipment and Elections Services

### Recommendation

1. Approve the agreements with Roseville Area Schools Independent School District 623, the City of St. Anthony Village and St. Anthony-New Brighton Independent School District 282, the City of Saint Paul, Saint Paul Public Schools Independent School District 625, and the White Bear Lake Area Independent School District 624 for election services, for an initial term from January 1, 2021 through December 31, 2026, and renewable for one additional two-year term.
2. Authorize the Chair and Chief Clerk to execute the agreements.
3. Authorize the County Manager to execute amendments to the agreements in accordance with the provisions of the agreements and with all other terms and conditions remaining the same, and in a form approved by the County Attorney's Office.

### Background and Rationale

Ramsey County has been a statewide leader in developing and implementing contracts with municipalities and school districts in the county for the administration of elections. These contracts have resulted in the following benefits:

1. Facilitation of more uniformity in the administration of elections in the county.
2. Reduction in administrative costs through standardization of election materials and administrative processes.
3. Improvement in the quality and accuracy of the administration of elections through increased specialization and development of expert knowledge by the Ramsey County Elections Office staff.

The Ramsey County Elections Office has provided voting equipment and election services to Roseville Area Schools Independent School District 623 since January 1, 2009, the City of St. Anthony Village and St. Anthony-New Brighton Independent School District 282 since July 27, 2015, the City of Saint Paul and the Saint Paul Schools Independent School District 625 since January 1, 2013, and the White Bear Lake Area Independent School District 624 since May 1, 2013, under prior agreements which expired December 31, 2020. New agreements are necessary in order to continue providing voting equipment and election services to these entities.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

The agreements for election services promote racial equity uniformly throughout the County by ensuring that election judges reflect the diverse communities in which they serve, by providing comprehensive language assistance tools in the polling places, and by promoting community engagement work that encourages members of the community to participate in the elections process - and particularly those individuals who are traditionally under-represented in the voting population. The agreements provide for the following services that

support racial equity:

- Promotion and advancement of the strategic priorities and values of Ramsey County
- Recruitment, training, assignment, and compensation of election judges
- Procurement and provisioning of interpreter services at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act
- Hosting of civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics
- Recruitment of student elections judges and teacher liaisons as part of Ramsey County’s Student Election Judge program.

**Community Participation Level and Impact**

The county has worked with the cities and school districts to ensure that terms and conditions of the agreement are agreeable and that the defined services align with the needs of their local communities.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The contracts cover all associated costs with providing election services. Payment to Ramsey County for 2021-2022 is:

School District 623	\$37,341
City of St. Anthony Village and School District 282	\$57,960
City of Saint Paul	\$2,051,470
School District 625	\$760,122
School District 624	\$49,549

This revenue is included in the 2021 and 2022 budgets for the Ramsey County Elections Office.

The county will provide an initial cost estimate for the 2023-2024 calendar years to the municipalities no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024. Costs will be adjusted as necessary by the county to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, county, city or school district legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

**County Manager Comments**

County Board approval is required for revenue contracts over \$100,000.

**Last Previous Action**

On August 18, 2015 the County Board authorized an agreement with the City of St. Anthony and the St. Anthony-New Brighton School District (Resolution B2015-264).

On May 7, 2013 the County Board authorized an agreement with the White Bear Lake Area School District (Resolution 2013-133).

Admin Code 3.40.27.d authorized the County Manager to execute agreements with the City of Saint Paul and Saint Paul Public Schools, and with the Roseville Area School District.

**Attachments**

1. Roseville Area Schools Independent School District 623 Election Services Agreement
2. City of St. Anthony Village and St. Anthony-New Brighton Independent School District 282 Election Services Agreement

3. City of Saint Paul Election Services Agreement
4. Saint Paul Public Schools Independent School District 625 Election Services Agreement
5. White Bear Lake Area Independent School District 624 Election Services Agreement

**Agreement Between Ramsey County  
And ISD 623 for Election Services**

This is an agreement between the County of Ramsey, through the Ramsey County Elections Office, 90 West Plato Boulevard, St. Paul, MN ("County"), and the Roseville Area Schools Independent School District #623 ("School District") for the provision of election services by the County ("Agreement").

**1. Term**

This Agreement will be in effect for the period from January 1, 2021 through December 31, 2026 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

**2. Renewal and Termination**

This Agreement may be renewed for one additional two-year period by written agreement of the parties, in the form of an amendment to this Agreement. An amendment for renewal of this Agreement must be executed by all parties no later than June 1, 2026

This Agreement may be terminated by any party by written notice to the other parties no later than June 1 of any year, effective on January 1 of the following year. Upon termination of this Agreement, the City-owned voting equipment and materials previously owned by the School District related to elections will be returned to the City.

**3. General Agreements**

- a) This Agreement only applies to precincts located solely within Ramsey County.
- b) This Agreement only applies to regularly scheduled elections.
- c) The County will conduct all special elections required by law during the term of this Agreement on behalf of City. The costs of all special elections that are not held concurrently with a regularly scheduled State, County or School District election will be billed to the School District for the actual cost realized to conduct a special election. The School District will also pay all costs applicable to any state special elections that are not conducted on the date of a regularly scheduled School District or state election.
- d) If a School District primary is required, the School District will pay all costs applicable to the primary. The County shall invoice the School District separately for the costs of the primary.
- e) The costs for Recounts for School District elections will be billed separately from this agreement for the actual costs realized.
- f) The costs for Ranked Voting Reallocation for the School District will be billed separately from this agreement for the actual costs realized.

#### 4. County Responsibilities

Except as otherwise provided in this Agreement, the County will provide all services, equipment, and supplies as required to perform on behalf of the School District and all election-related duties of the School District specified in this Agreement. These duties will include:

- a) Promote and advance the strategic priorities and values of Ramsey County: People, Integrity, Community, Equity and Leadership.
- b) Recruit, train, and supervise staff to carry out the duties specified in this Agreement.
- c) Conduct annual inspection of the polling places established by the School District according to Minnesota Statutes section 204B.16 in order to verify compliance with all state and federal accessibility requirements; make suggestions about polling locations to School District based on feedback from voters, election judges, the polling location's administration, and annual surveys.
- d) Pay all rental costs for the Election Day, absentee, and early voting polling places.
- e) Recruit, train, assign, and pay election judges. Compensation to election judges will be in an amount as determined by the Ramsey County Board of Commissioners.
- f) Select and administer an election judge management system.
- g) Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act.
- h) Carry out the duties of the School District clerk described in Minnesota Election Law regarding the administration of the voting system and the requirements set-forth in the Joint Powers Agreement between the County and the municipalities in Ramsey County to administer the County's voting systems.
- i) Program, layout, approve, and print the ballots for all School District elections.
- j) Prepare and transport all election materials to and from each Election Day, absentee, and early voting polling place. Provide election signs, forms, supplies, voting equipment, and other related materials for each Election Day polling place.
- k) Provide on-street parking and metered parking for early voting, absentee, and Election Day polling places.
- l) Compile, audit, and report election results and election statistics for dissemination to the appropriate canvassing boards, the public, and the media. Provide copy of election abstract to be used by School District for their canvass.
- m) Provide election-related information on the County web site relating to School District elections.

- n) Conduct recounts for School District offices and ballot questions.
- o) Prepare, post, and publish notices of filing and election as required by Minnesota Statutes sections 205.13 and 205.16. Publish, post, and provide the sample ballots as required by Minnesota Statutes section 205.16
- p) Administer all aspects of absentee voting carried out by the Clerk in Minnesota Chapter 203B, including all in-person absentee voting activities at absentee voting locations determined by the Ramsey County Auditor.
- q) Administer campaign finance reporting and economic disclosure activities designated to the School District clerk in accordance with Minnesota Election Law.
- r) Perform all duties of the candidate filing officer, including the acceptance of affidavits of candidacy and petitions.
- s) Maintain a database and prepare maps of election districts and precinct boundaries. Provide maps in digital and print formats, available to the public.
- t) Retain all election records in accordance with Minnesota Election Law and data retention requirements.
- u) Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics.
- v) Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge Program.

##### **5. School District Responsibilities**

The School District will perform the following election-related responsibilities:

- a) Provide the County with an inventory list of voting equipment and election related materials, owned by City, to be returned by the County upon termination of Agreement.
- b) Conduct the canvass of election results following every School District election per Minnesota Statutes sections 205A.10 Subd. 3.
- c) Issue Certificates of Election in accordance with Minnesota Statutes sections 205A.10 Subd. 3.
- d) Attend annual pre-election meetings held by the County and complete trainings required for state election officials as determined by the Minnesota Secretary of State.

- e) Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).
- f) Provide recruitment information about serving as an election judge within School District and on the district's website.
- g) Provide the title and text of School District questions to be placed on the ballot in accordance with Minnesota Statutes sections 205A.05, subd.3
- h) As needed, identify new locations the School District would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.
- i) Draft, schedule, and approve all resolutions required of the School District in Minnesota Election Law to administer elections.
- j) Designate a person who will be the principal contact for the County.

## **6. Office Space and Equipment Storage**

The County will provide suitable office and warehouse space to conduct all election-related activities and for storage of election equipment and supplies.

## **7. Costs and Payment**

Payments to cover the costs incurred by the County in the performance of the provisions of this Agreement for regularly scheduled elections will be made by the School District in eight equal quarterly amounts for a two-year budget period, for a total of 24 quarterly payments during the Initial Term of the Agreement. Payments will be due on March 31, June 30, September 30 and December 31 of each year.

The cost of election services for Regular Elections for the 2021-2022 calendar years will be \$37,340.80. The County will provide an initial cost estimate for the 2023-2024 calendar years to the School District no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024. Such initial cost estimates will become final if the County does not provide an updated cost estimate by July 1 of the year the cost estimates are provided. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, or School District legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

The County will notify the School District of additional costs that it will incur as a result of changes to applicable election laws. The County will include and separately identify in any invoice for a regular

election or a special election the cost that was incurred as a result of the enactment of new election laws.

#### **8. Voting Systems**

The cost of the operation and maintenance of the voting system is not included in this Agreement and is the subject of a separate agreement.

#### **9. Insurance**

Each party shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the party's actions under this Agreement. During the term of this Agreement, the County and School District will maintain, through commercially available insurance or on a self-insurance basis, property insurance coverage on the voting equipment each owns, for the repair or replacement of the voting equipment if damaged or stolen. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other parties, their employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties.

#### **10. Indemnification**

Each party to this Agreement will be responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents, and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party, its officials, employees, and agents, and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the parties shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this Agreement.

#### **11. Data Practices**

All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

#### **12. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by all parties. Any amendment must be approved no later than June 1 of any year for implementation on January 1 of the following year.

#### **13. Dispute Resolution**

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

**14. Severability**

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

**15. Legal Representation**

The Ramsey County Attorney's office will advise and represent the County in all election-related matters.

**16. Independent Contractor**

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the School District for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the City.

**17. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

IN WITNESS THEREOF, the parties have subscribed their names as of the last date written below.

RAMSEY COUNTY

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

Toni Carter, Chair

Ramsey County Board of Commissioners

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

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

Janet Guthrie, Chief Clerk

Ramsey County Board of Commissioners

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

Approval recommended:

By: David Triplett

David Triplett

Elections Manager

Approved as to form:

By: Melitta Drachler

Assistant County Attorney

INDEPENDENT SCHOOL DISTRICT 623

By: Aldo Bricoli

By: Shawn Thompson

## **Agreement Between Ramsey County, the City of St. Anthony Village and ISD #282 for Election Services**

This is an agreement between the County of Ramsey, through the Ramsey County Elections Office, 90 West Plato Boulevard, St. Paul, MN ("County"), the City of St. Anthony Village ("City"), and the St. Anthony-New Brighton School District, Minnesota Independent School District #282 ("School District") for the provision of election services by the County ("Agreement").

### **1. Term**

This Agreement will be in effect for the period from January 1, 2021 through December 31, 2026 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

### **2. Renewal and Termination**

This Agreement may be renewed for one additional two-year period by written agreement of the parties, in the form of an amendment to this Agreement. An amendment for renewal of this Agreement must be executed by all parties no later than June 1, 2026

This Agreement may be terminated by any party by written notice to the other parties no later than June 1 of any year, effective on January 1 of the following year. Upon termination of this Agreement, the City-owned voting equipment and materials previously owned by the City related to elections will be returned to the City.

### **3. General Agreements**

- a) This Agreement only applies to regularly scheduled elections.
- b) The County will conduct all special elections required by law during the term of this Agreement on behalf of City and School District. The costs of all special elections that are not held concurrently with a regularly scheduled State, County, City or School District election will be billed to the City and School District for the actual cost realized to conduct a special election. The City and School District will also pay all costs applicable to any state special elections that are not conducted on the date of a regularly scheduled City, School District or state election.
- c) If a City primary is required, the City will pay all costs applicable to the primary. The County shall invoice the City separately for the costs of the primary.
- d) The costs for Recounts for City elections will be billed separately from this Agreement for the actual costs realized.
- e) The costs for Ranked Voting Reallocation for the City will be billed separately from this agreement for the actual costs realized.

#### 4. County Responsibilities

Except as otherwise provided in this Agreement, the County will provide all services, equipment, and supplies as required to perform on behalf of the City and School District and all election-related duties of the City and School District specified in this Agreement. These duties will include:

- a) Promote and advance the strategic priorities and values of Ramsey County: People, Integrity, Community, Equity and Leadership.
- b) Recruit, train, and supervise staff to carry out the duties specified in this Agreement.
- c) Conduct annual inspection of the polling places established by the City and School District according to Minnesota Statutes section 204B.16 in order to verify compliance with all state and federal accessibility requirements; make suggestions about polling locations to City and School District based on feedback from voters, election judges, the polling location's administration, and annual surveys.
- d) Pay all rental costs for the Election Day, absentee, and early voting polling places.
- e) Recruit, train, assign, and pay election judges. Compensation to election judges will be in an amount as determined by the Ramsey County Board of Commissioners.
- f) Select and administer an election judge management system.
- g) Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act.
- h) Carry out the duties of the city clerk described in Minnesota Election Law regarding the administration of the voting system and the requirements set-forth in the Joint Powers Agreement between the County and the municipalities in Ramsey County to administer the County's voting systems.
- i) Program, layout, approve, and print the ballots for all City and School District elections.
- j) Prepare and transport all election materials to and from each Election Day, absentee, and early voting polling place. Provide election signs, forms, supplies, voting equipment, and other related materials for each Election Day polling place.
- k) Provide on-street parking and metered parking for early voting, absentee, and Election Day polling places.
- l) Compile, audit, and report election results and election statistics for dissemination to the appropriate canvassing boards, the public, and the media. Provide copy of election abstract to be used by City for their canvass.

- m) Provide election-related information on the County web site relating to City and School District elections.
- n) Conduct recounts for City and School District offices and ballot questions.
- o) Prepare, post, and publish notices of filing and election as required by Minnesota Statutes sections 205.13 and 205.16. Publish, post, and provide the sample ballots as required by Minnesota Statutes section 205.16
- p) Administer all aspects of absentee voting carried out by the Clerk in Minnesota Chapter 203B, including all in-person absentee voting activities at absentee voting locations determined by the Ramsey County Auditor.
- q) Administer campaign finance reporting and economic disclosure activities designated to the city clerk in accordance with Minnesota Election Law.
- r) Perform all duties of the candidate filing officer, including the acceptance of affidavits of candidacy and petitions.
- s) Maintain a database and prepare maps of election districts and precinct boundaries. Provide maps in digital and print formats, available to the public.
- t) Retain all election records in accordance with Minnesota Election Law and data retention requirements.
- u) Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics.
- v) Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge Program.

#### **5. City & School District Responsibilities**

The City and School District will perform the following election-related responsibilities:

- a) Provide the County with an inventory list of voting equipment and election related materials, owned by City, to be returned by the County upon termination of Agreement.
- b) Conduct the canvass of election results following every City and School District election.
- c) Issue Certificates of Election in accordance with Minnesota Statutes sections 205.185 & 211A.05.
- d) Attend annual pre-election meetings held by the County and complete trainings required for state election officials as determined by the Minnesota Secretary of State.

- e) Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).
- f) Provide recruitment information about serving as an election judge within City and School District and on the School District and City's website.
- g) Provide the title and text of City or School District questions to be placed on the ballot in accordance with Minnesota Statutes sections 205.16 subd.4 or 205A.05, subd. 1
- h) As needed, identify new locations the City or School District would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.
- i) Draft, schedule, and approve all resolutions required of the City or School District in Minnesota Election Law to administer elections.
- j) Designate a person who will be the principal contact for the County.

#### **6. Office Space and Equipment Storage**

The County will provide suitable office and warehouse space to conduct all election-related activities and for storage of election equipment and supplies.

#### **7. Costs and Payment**

Payments to cover the costs incurred by the County in the performance of the provisions of this Agreement for regularly scheduled elections will be made by the City and School District in eight equal quarterly amounts for a two-year budget period, for a total of 24 quarterly payments during the Initial Term of the Agreement. Payments will be due on March 31, June 30, September 30 and December 31 of each year.

The cost of election services billed to the City for Regular Elections for the 2021-2022 calendar years will be \$57,960.00. The cost of election services billed to the School District for Regular Elections for the 2021-22 calendar years will be \$3,845.33. The County will provide an initial cost estimate for the 2023-2024 calendar years to the City and School District no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024. Such initial cost estimates will become final if the County does not provide an updated cost estimate by July 1 of the year the cost estimates are provided. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, City or School District legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

The County will notify the City and School District of additional costs that it will incur as a result of changes to applicable election laws. The County will include and separately identify in any invoice for a regular election or a special election the cost that was incurred as a result of the enactment of new election laws.

#### **8. Voting Systems**

The cost of the operation and maintenance of the voting system is not included in this Agreement and is the subject of a separate agreement.

#### **9. Insurance**

Each party shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the party's actions under this Agreement. During the term of this Agreement, the County and City will maintain, through commercially available insurance or on a self-insurance basis, property insurance coverage on the voting equipment each owns, for the repair or replacement of the voting equipment if damaged or stolen. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other parties, their employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties.

#### **10. Indemnification**

Each party to this Agreement will be responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents, and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party, its officials, employees, and agents, and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the parties shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this Agreement.

#### **11. Data Practices**

All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

#### **12. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by all parties. Any amendment must be approved no later than June 1 of any year for implementation on January 1 of the following year.

### **13. Dispute Resolution**

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

### **14. Severability**

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

### **15. Legal Representation**

The Ramsey County Attorney's office will advise and represent the County in all election-related matters.

### **16. Independent Contractor**

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the City or School District for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the City or School District.

### **17. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

[signature page follows]

IN WITNESS THEREOF, the parties have subscribed their names as of the last date written below.

RAMSEY COUNTY

By: \_\_\_\_\_  
Toni Carter, Chair  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Janet Guthrie, Chief Clerk  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

Approval recommended:  
By: David Triplett  
David Triplett  
Elections Manager

Approved as to form:  
By: Melitta Wachsler  
Assistant County Attorney

CITY OF SAINT ANTHONY VILLAGE

By: \_\_\_\_\_  
Name: Ray Dill  
Its: Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: City Manager

INDEPENDENT SCHOOL DISTRICT 282

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: School Board Chair

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: School Board Clerk

**Agreement Between Ramsey County  
And the City of Saint Paul for Election Services**

This is an agreement between the County of Ramsey, through the Ramsey County Elections Office, 90 West Plato Boulevard, St. Paul, MN (“County”), and the City of Saint Paul (“City”) for the provision of election services by the County (“Agreement”).

**1. Term**

This Agreement will be in effect for the period from January 1, 2021 through December 31, 2026 (“Initial Term”), unless earlier terminated pursuant to the provisions of this Agreement.

**2. Renewal and Termination**

This Agreement may be renewed for one additional two-year period by written agreement of the parties, in the form of an amendment to this Agreement. An amendment for renewal of this Agreement must be executed by all parties no later than June 1, 2026

This Agreement may be terminated by any party by written notice to the other parties no later than June 1 of any year, effective on January 1 of the following year. Upon termination of this Agreement, the City-owned voting equipment and materials previously owned by the City related to elections will be returned to the City.

**3. General Agreements**

This Agreement only applies to precincts located solely within Ramsey County.

The County will conduct all general election services required by law and duties listed in **County Responsibilities** during the term of this Agreement on behalf of City.

In addition to general election services, the County will also provide the following additional election services. The costs for additional election services will be billed separately. The billing will reflect actual costs to the County to perform such services. These include:

- a) Special elections, including special election services required for elections that are not held concurrently with a regularly scheduled State, County or City election and any state special elections that are not conducted on the date of a regularly scheduled City or state election.
- b) When required, the reallocation process for City Offices that are elected using Ranked Voting. This service includes the costs related to using either a manual hand-count or an automatic application to perform the reallocation. The City will determine the method used for Ranked Voting reallocations required by City ordinance.

- c) Recounts for City Offices or City ballot questions.
- d) Verifying petition signatures related to the City.
- e) Technical assistance to the Saint Paul charter commission and the city council in redrawing ward and precinct boundaries.

#### **4. County Responsibilities**

Except as otherwise provided in this Agreement, the County will provide all services, equipment, and supplies as required to perform on behalf of the City and all election-related duties for general elections and additional election services of the City specified in this Agreement. These duties will include:

- a) Promote and advance the strategic priorities and values of Ramsey County: People, Integrity, Community, Equity and Leadership.
- b) Recruit, train, and supervise staff to carry out the duties specified in this Agreement.
- c) Conduct annual inspection of the polling places established by the City according to Minnesota Statutes section 204B.16 in order to verify compliance with all state and federal accessibility requirements; make suggestions about polling locations to City based on feedback from voters, election judges, the polling location's administration, and annual surveys.
- d) Pay all rental costs for the Election Day, absentee, and early voting polling places.
- e) Recruit, train, assign, and pay election judges. Compensation to election judges will be in an amount as determined by the Ramsey County Board of Commissioners.
- f) Select and administer an election judge management system.
- g) Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act.
- h) Carry out the duties of the city clerk described in Minnesota Election Law regarding the administration of the voting system and the requirements set-forth in the Joint Powers Agreement between the County and the municipalities in Ramsey County to administer the County's voting systems.

- i) Program, layout, approve, and print the ballots for all City elections.
- j) Prepare and transport all election materials to and from each Election Day, absentee, and early voting polling place. Provide election signs, forms, supplies, voting equipment, and other related materials for each Election Day polling place.
- k) Provide on-street parking and metered parking for early voting, absentee, and Election Day polling places.
- l) Compile, audit, and report election results and election statistics for dissemination to the appropriate canvassing boards, the public, and the media. Provide copy of election abstract to be used by City for their canvass.
- m) Provide election-related information on the County web site relating to City elections.
- n) Conduct recounts and Ranked Voting Reallocations for City offices and ballot questions.
- o) Prepare, post, and publish notices of filing and election as required by Minnesota Statutes sections 205.13 and 205.16. Publish, post, and provide the sample ballots as required by Minnesota Statutes section 205.16
- p) Administer all aspects of absentee voting carried out by the Clerk in Minnesota Chapter 203B, including all in-person absentee voting activities at absentee voting locations determined by the Ramsey County Auditor.
- q) Administer campaign finance reporting and economic disclosure activities designated to the city clerk in accordance with Minnesota Election Law.
- r) Perform all duties of the candidate filing officer, including the acceptance of affidavits of candidacy and petitions.
- s) Provide technical assistance to the Saint Paul charter commission and the city council in redrawing ward and precinct boundaries as necessary.
- t) Maintain a database and prepare maps of election districts and precinct boundaries. Provide maps in digital and print formats, available to the public.

- u) Retain all election records in accordance with Minnesota Election Law and data retention requirements.
- v) Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics.
- w) Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge Program.
- x) Validate signatures on petitions submitted on City matters.

## **5. City Responsibilities**

The City will perform the following election-related responsibilities:

- a) Conduct the canvass of election results following every City election.
- b) Issue Certificates of Election in accordance with Minnesota Statutes sections 205.185 & 211A.05, certificates to be created by County.
- c) Attend annual pre-election meetings with the County and, if required by law, complete trainings required for state election officials as determined by the Minnesota Secretary of State.
- d) Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).
- e) Provide recruitment information about serving as an election judge within City and on the City's website.
- f) Provide the title and text of City questions to be placed on the ballot in accordance with Minnesota Statutes 205.16 subd.4 or sections 205A.05, subd.3
- g) As needed, identify new locations the City would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.

- h) Draft, schedule, and approve all resolutions required of the City in Minnesota Election Law to administer elections.
- i) Designate a person who will be the principal contact for the County.

## **6. Office Space and Equipment Storage**

The County will provide suitable office and warehouse space to conduct all election-related activities and for storage of election equipment and supplies.

## **7. Costs and Payment**

Payments to cover the costs incurred by the County in the performance of the provisions of this Agreement for regularly scheduled elections will be made by the City in eight equal quarterly amounts for a two-year budget period, for a total of 24 quarterly payments during the Initial Term of the Agreement. Payments will be due on March 31, June 30, September 30 and December 31 of each year.

The cost of election services related to general elections for the 2021-2022 calendar years will be \$2,051,470.40. The County will provide an initial cost estimate for the 2023-2024 calendar years to the City no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024. Such initial cost estimates will become final if the County does not provide an updated cost estimate by July 1 of the year the cost estimates are provided. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, or City legal requirements that impact the cost to perform the election services, as applicable; and 5) other factors having a significant impact on election costs.

On or about February 15 of each odd-numbered year, the County will provide a financial report on the election services provided to the City for the prior two years. The County will be available to provide a presentation to the City on the financial report.

The County will maintain a project budget used solely for the purposes of administering its duties under this contract. All amounts collected by the County from the City under this contract will fund this project budget and only expenses related to County duties under this contract will be drawn from this budget. At no point will invoices collected from this contract be used or transferred to the County's General Operating Budget.

The County will notify the City of additional costs that it will incur as a result of changes to applicable election laws. The County will include and separately identify in any invoice for a regular election or a special election the cost that was incurred as a result of the enactment of new election laws.

Following each additional election service provided by the County, the County will submit to the City an invoice for services which the City will pay with the next invoice due to the County for general election services, or within thirty-five days of receipt of the invoice, whichever is later.

## **8. Voting Systems**

The cost of the operation and maintenance of the voting system is not included in this Agreement and is the subject of a separate agreement.

## **9. Insurance**

Each party shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the party's actions under this Agreement. During the term of this Agreement, the County and City will maintain, through commercially available insurance or on a self-insurance basis, property insurance coverage on the voting equipment each owns, for the repair or replacement of the voting equipment if damaged or stolen. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other parties, their employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties.

## **10. Indemnification**

Each party to this Agreement will be responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents, and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party, its officials, employees, and agents, and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the parties shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this Agreement.

## **11. Data Practices**

All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

**12. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by all parties. Any amendment must be approved no later than June 1 of any year for implementation on January 1 of the following year.

**13. Dispute Resolution**

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

**14. Severability**

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

**15. Legal Representation**

The Ramsey County Attorney's office will advise and represent the County in all election-related matters except that the Saint Paul City Attorney will advise the County on any election-related matter applying to the Saint Paul City Charter and the Saint Paul Legislative Code.

**16. Independent Contractor**

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the City for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the City.

**17. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

IN WITNESS THEREOF, the parties have subscribed their names as of the last date written below.

RAMSEY COUNTY

By: \_\_\_\_\_  
Toni Carter, Chair  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Janet Guthrie, Chief Clerk  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

Approval recommended:  
By: David Triplett  
David Triplett  
Elections Manager

Approved as to form:  
By: Melissa Wankler  
Assistant County Attorney

CITY OF SAINT PAUL

By: Jaime Rae Tincher  
Jaime Tincher, Deputy Mayor  
Date: \_\_\_\_\_

By: John McCarthy  
John McCarthy  
Finance Director  
Date: \_\_\_\_\_

By: Kristien R. E. Butler  
Kristien Butler  
Interim Director of HREEO  
Date: \_\_\_\_\_

As to form:

By: Rachel Tierney  
Deputy City Attorney

Signature: John McCarty  
John McCarty (May 19, 2021 20:52 CDT)  
Email: john.mccarthy@ci.stpaul.mn.us

Signature: ~~Bulke~~  
Kristien Butler (May 19, 2021 20:56 CDT)  
Email: kristien.butler@ci.stpaul.mn.us

Signature: Rachel Tierney  
Email: Rachel.Tierney@ci.stpaul.mn.us

Signature: Jaime Rae Tincher  
Jaime Rae Tincher (May 20, 2021 16:09 CDT)  
Email: jaime.tincher@ci.stpaul.mn.us

**Agreement Between Ramsey County  
And ISD 625 for Election Services**

This is an agreement between the County of Ramsey, through the Ramsey County Elections Office, 90 West Plato Boulevard, St. Paul, MN (“County”), and the Saint Paul Public Schools Independent School District #625 (“School District”) for the provision of election services by the County (“Agreement”).

**1. Term**

This Agreement will be in effect for the period from January 1, 2021 through December 31, 2026 (“Initial Term”), unless earlier terminated pursuant to the provisions of this Agreement.

**2. Renewal and Termination**

This Agreement may be renewed for one additional two-year period by written agreement of the parties, in the form of an amendment to this Agreement. An amendment for renewal of this Agreement must be executed by all parties no later than June 1, 2026

This Agreement may be terminated by any party by written notice to the other parties no later than June 1 of any year, effective on January 1 of the following year.

**3. General Agreements**

- a) This Agreement only applies to precincts located solely within Ramsey County.
- b) This Agreement only applies to regularly scheduled elections.
- c) The County will conduct all special elections required by law during the term of this Agreement on behalf of School District. The costs of all special elections that are not held concurrently with a regularly scheduled State, County or School District election will be billed to the School District for the actual cost realized to conduct a special election.
- d) If a School District primary is required, the School District will pay all costs applicable to the primary. The County shall invoice the School District separately for the costs of the primary.
- e) The costs for Recounts for School District elections will be billed separately from this agreement for the actual costs realized.
- f) The costs for Ranked Voting Reallocation for the School District will be billed separately from this agreement for the actual costs realized.

**4. County Responsibilities**

Except as otherwise provided in this Agreement, the County will provide all services, equipment, and supplies as required to perform on behalf of the School District and all election-related duties of the School District specified in this Agreement. These duties will include:

- a) Promote and advance the strategic priorities and values of Ramsey County: People, Integrity, Community, Equity and Leadership.
- b) Recruit, train, and supervise staff to carry out the duties specified in this Agreement.
- c) Conduct annual inspection of the polling places established by the School District according to Minnesota Statutes section 204B.16 in order to verify compliance with all state and federal accessibility requirements; make suggestions about polling locations to School District based on feedback from voters, election judges, the polling location's administration, and annual surveys.
- d) Pay all rental costs for the Election Day, absentee, and early voting polling places.
- e) Recruit, train, assign, and pay election judges. Compensation to election judges will be in an amount as determined by the Ramsey County Board of Commissioners.
- f) Select and administer an election judge management system.
- g) Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act.
- h) Carry out the duties of the School District clerk described in Minnesota Election Law regarding the administration of the voting system and the requirements set-forth in the Joint Powers Agreement between the County and the municipalities in Ramsey County to administer the County's voting systems.
- i) Program, layout, approve, and print the ballots for all School District elections.
- j) Prepare and transport all election materials to and from each Election Day, absentee, and early voting polling place. Provide election signs, forms, supplies, voting equipment, and other related materials for each Election Day polling place.
- k) Provide on-street parking and metered parking for early voting, absentee, and Election Day polling places.
- l) Compile, audit, and report election results and election statistics for dissemination to the appropriate canvassing boards, the public, and the media. Provide copy of election abstract to be used by School District for their canvass.
- m) Provide election-related information on the County web site relating to School District elections.
- n) Conduct recounts for School District offices and ballot questions.

- o) Prepare, post, and publish notices of filing and election as required by Minnesota Statutes sections 205.13 and 205.16. Publish, post, and provide the sample ballots as required by Minnesota Statutes section 205.16
- p) Administer all aspects of absentee voting carried out by the Clerk in Minnesota Chapter 203B, including all in-person absentee voting activities at absentee voting locations determined by the Ramsey County Auditor.
- q) Administer campaign finance reporting and economic disclosure activities designated to the School District clerk in accordance with Minnesota Election Law.
- r) Perform all duties of the candidate filing officer, including the acceptance of affidavits of candidacy and petitions.
- s) Maintain a database and prepare maps of election districts and precinct boundaries. Provide maps in digital and print formats, available to the public.
- t) Retain all election records in accordance with Minnesota Election Law and data retention requirements.
- u) Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics.
- v) Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge Program.

## **5. School District Responsibilities**

The School District will perform the following election-related responsibilities:

- a) Provide the County with an inventory list of voting equipment and election related materials, owned by School District, to be returned by the County upon termination of Agreement.
- b) Conduct the canvass of election results following every School District election per Minnesota Statutes sections 205A.10 Subd. 3.
- c) Issue Certificates of Election in accordance with Minnesota Statutes sections 205A.10 Subd. 3.
- d) Attend annual pre-election meetings held by the County and complete trainings required for state election officials as determined by the Minnesota Secretary of State.
- e) Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).

- f) Provide recruitment information about serving as an election judge within School District and on the district's website.
- g) Provide the title and text of School District questions to be placed on the ballot in accordance with Minnesota Statutes sections 205A.05, subd.3
- h) As needed, identify new locations the School District would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.
- i) Draft, schedule, and approve all resolutions required of the School District in Minnesota Election Law to administer elections.
- j) Designate a person who will be the principal contact for the County.

## **6. Office Space and Equipment Storage**

The County will provide suitable office and warehouse space to conduct all election-related activities and for storage of election equipment and supplies.

## **7. Costs and Payment**

Payments to cover the costs incurred by the County in the performance of the provisions of this Agreement for regularly scheduled elections will be made by the School District in eight equal quarterly amounts for a two-year budget period, for a total of 24 quarterly payments during the Initial Term of the Agreement. Payments will be due on March 31, June 30, September 30 and December 31 of each year.

The cost of election services for Regular Elections for the 2021-2022 calendar years will be \$760,121.60. School District agrees to pay a total of \$678,004.60 by December 31, 2022. The School District has the option to pay the remaining \$82,117 owed to the County at any time between the years 2023 and 2026 but must pay the remaining amount in full by December 31, 2026. County will provide an initial cost estimate for the 2023-2024 calendar years to the School District no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024. Such initial cost estimates will become final if the County does not provide an updated cost estimate by July 1 of the year the cost estimates are provided. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, or School District legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

The County will notify the School District of additional costs that it will incur as a result of changes to applicable election laws. The County will include and separately identify in any invoice for a regular

election or a special election the cost that was incurred as a result of the enactment of new election laws.

#### **8. Voting Systems**

The cost of the operation and maintenance of the voting system is not included in this Agreement and is the subject of a separate agreement.

#### **9. Insurance**

Each party shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the party's actions under this Agreement. During the term of this Agreement, the County and School District will maintain, through commercially available insurance or on a self-insurance basis, property insurance coverage on the voting equipment each owns, for the repair or replacement of the voting equipment if damaged or stolen. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other parties, their employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties.

#### **10. Indemnification**

Each party to this Agreement will be responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents, and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party, its officials, employees, and agents, and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the parties shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this Agreement.

#### **11. Data Practices**

All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

#### **12. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by all parties. Any amendment must be approved no later than June 1 of any year for implementation on January 1 of the following year.

#### **13. Dispute Resolution**

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

**14. Severability**

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

**15. Legal Representation**

The Ramsey County Attorney's office will advise and represent the County in all election-related matters.

**16. Independent Contractor**

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the School District for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the School District.

**17. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

IN WITNESS THEREOF, the parties have subscribed their names as of the last date written below.

RAMSEY COUNTY

By: \_\_\_\_\_  
Toni Carter, Chair  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Abby Goldsmith, Interim Chief Clerk  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

Approval recommended:

By: David Triplett  
David Triplett  
Elections Manager

Approved as to form:

By: Melitta Drechsel  
Assistant County Attorney

INDEPENDENT SCHOOL DISTRICT 625

By: Jamie Atkins  
Jamie Atkins, Purchasing Manager  
5/25/2021

**Agreement Between Ramsey County  
And ISD 624 for Election Services**

This is an agreement between the County of Ramsey, through the Ramsey County Elections Office, 90 West Plato Boulevard, St. Paul, MN ("County"), and the White Bear Lake Area School District Independent School District #624 ("School District") for the provision of election services by the County ("Agreement").

**1. Term**

This Agreement will be in effect for the period from January 1, 2021 through December 31, 2026 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

**2. Renewal and Termination**

This Agreement may be renewed for one additional two-year period by written agreement of the parties, in the form of an amendment to this Agreement. An amendment for renewal of this Agreement must be executed by all parties no later than June 1, 2026

This Agreement may be terminated by any party by written notice to the other parties no later than June 1 of any year, effective on January 1 of the following year. Upon termination of this Agreement, the City-owned voting equipment and materials previously owned by the School District related to elections will be returned to the City.

**3. General Agreements**

- a) This Agreement only applies to precincts located solely within Ramsey County.
- b) This Agreement only applies to regularly scheduled elections.
- c) The County will conduct all special elections required by law during the term of this Agreement on behalf of City. The costs of all special elections that are not held concurrently with a regularly scheduled State, County or School District election will be billed to the School District for the actual cost realized to conduct a special election. The School District will also pay all costs applicable to any state special elections that are not conducted on the date of a regularly scheduled School District or state election.
- d) If a School District primary is required, the School District will pay all costs applicable to the primary. The County shall invoice the School District separately for the costs of the primary.
- e) The costs for Recounts for School District elections will be billed separately from this agreement for the actual costs realized.
- f) The costs for Ranked Voting Reallocation for the School District will be billed separately from this agreement for the actual costs realized.

#### **4. County Responsibilities**

Except as otherwise provided in this Agreement, the County will provide all services, equipment, and supplies as required to perform on behalf of the School District and all election-related duties of the School District specified in this Agreement. These duties will include:

- a) Promote and advance the strategic priorities and values of Ramsey County: People, Integrity, Community, Equity and Leadership.
- b) Recruit, train, and supervise staff to carry out the duties specified in this Agreement.
- c) Conduct annual inspection of the polling places established by the School District according to Minnesota Statutes section 204B.16 in order to verify compliance with all state and federal accessibility requirements; make suggestions about polling locations to School District based on feedback from voters, election judges, the polling location's administration, and annual surveys.
- d) Pay all rental costs for the Election Day, absentee, and early voting polling places.
- e) Recruit, train, assign, and pay election judges. Compensation to election judges will be in an amount as determined by the Ramsey County Board of Commissioners.
- f) Select and administer an election judge management system.
- g) Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act.
- h) Carry out the duties of the School District clerk described in Minnesota Election Law regarding the administration of the voting system and the requirements set-forth in the Joint Powers Agreement between the County and the municipalities in Ramsey County to administer the County's voting systems.
- i) Program, layout, approve, and print the ballots for all School District elections.
- j) Prepare and transport all election materials to and from each Election Day, absentee, and early voting polling place. Provide election signs, forms, supplies, voting equipment, and other related materials for each Election Day polling place.
- k) Provide on-street parking and metered parking for early voting, absentee, and Election Day polling places.
- l) Compile, audit, and report election results and election statistics for dissemination to the appropriate canvassing boards, the public, and the media. Provide copy of election abstract to be used by School District for their canvass.

- m) Provide election-related information on the County web site relating to School District elections.
- n) Conduct recounts for School District offices and ballot questions.
- o) Prepare, post, and publish notices of filing and election as required by Minnesota Statutes sections 205.13 and 205.16. Publish, post, and provide the sample ballots as required by Minnesota Statutes section 205.16
- p) Administer all aspects of absentee voting carried out by the Clerk in Minnesota Chapter 203B, including all in-person absentee voting activities at absentee voting locations determined by the Ramsey County Auditor.
- q) Administer campaign finance reporting and economic disclosure activities designated to the School District clerk in accordance with Minnesota Election Law.
- r) Perform all duties of the candidate filing officer, including the acceptance of affidavits of candidacy and petitions.
- s) Maintain a database and prepare maps of election districts and precinct boundaries. Provide maps in digital and print formats, available to the public.
- t) Retain all election records in accordance with Minnesota Election Law and data retention requirements.
- u) Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics.
- v) Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge Program.

#### **5. School District Responsibilities**

The School District will perform the following election-related responsibilities:

- a) Provide the County with an inventory list of voting equipment and election related materials, owned by City, to be returned by the County upon termination of Agreement.
- b) Conduct the canvass of election results following every School District election per Minnesota Statutes sections 205A.10 Subd. 3.
- c) Issue Certificates of Election in accordance with Minnesota Statutes sections 205A.10 Subd. 3.
- d) Attend annual pre-election meetings held by the County and complete trainings required for state election officials as determined by the Minnesota Secretary of State.

- e) Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).
- f) Provide recruitment information about serving as an election judge within School District and on the district's website.
- g) Provide the title and text of School District questions to be placed on the ballot in accordance with Minnesota Statutes sections 205A.05, subd.3
- h) As needed, identify new locations the School District would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.
- i) Draft, schedule, and approve all resolutions required of the School District in Minnesota Election Law to administer elections.
- j) Designate a person who will be the principal contact for the County.

**6. Office Space and Equipment Storage**

The County will provide suitable office and warehouse space to conduct all election-related activities and for storage of election equipment and supplies.

**7. Costs and Payment**

Payments to cover the costs incurred by the County in the performance of the provisions of this Agreement for regularly scheduled elections will be made by the School District in eight equal quarterly amounts for a two-year budget period, for a total of 24 quarterly payments during the Initial Term of the Agreement. Payments will be due on March 31, June 30, September 30 and December 31 of each year.

The cost of election services for Regular Elections for the 2021-2022 calendar years will be \$49,548.80. The County will provide an initial cost estimate for the 2023-2024 calendar years to the School District no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024. Such initial cost estimates will become final if the County does not provide an updated cost estimate by July 1 of the year the cost estimates are provided. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, or School District legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

The County will notify the School District of additional costs that it will incur as a result of changes to applicable election laws. The County will include and separately identify in any invoice for a regular

election or a special election the cost that was incurred as a result of the enactment of new election laws.

#### **8. Voting Systems**

The cost of the operation and maintenance of the voting system is not included in this Agreement and is the subject of a separate agreement.

#### **9. Insurance**

Each party shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the party's actions under this Agreement. During the term of this Agreement, the County and School District will maintain, through commercially available insurance or on a self-insurance basis, property insurance coverage on the voting equipment each owns, for the repair or replacement of the voting equipment if damaged or stolen. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other parties, their employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties.

#### **10. Indemnification**

Each party to this Agreement will be responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents, and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party, its officials, employees, and agents, and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the parties shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this Agreement.

#### **11. Data Practices**

All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

#### **12. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by all parties. Any amendment must be approved no later than June 1 of any year for implementation on January 1 of the following year.

#### **13. Dispute Resolution**

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

**14. Severability**

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

**15. Legal Representation**

The Ramsey County Attorney's office will advise and represent the County in all election-related matters.

**16. Independent Contractor**

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the School District for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the City.

**17. Entire Agreement**

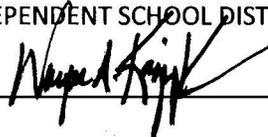
This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

IN WITNESS THEREOF, the parties have subscribed their names as of the last date written below.

RAMSEY COUNTY

INDEPENDENT SCHOOL DISTRICT 624

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

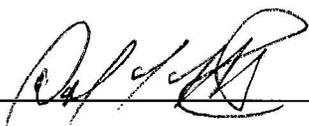
By:  \_\_\_\_\_

Toni Carter, Chair

Ramsey County Board of Commissioners

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

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

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

Janet Guthrie, Chief Clerk

Ramsey County Board of Commissioners

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

Approval recommended:

By: *David Triplett* \_\_\_\_\_

David Triplett

Elections Manager

Approved as to form:

By: *Melitta Drechalar* \_\_\_\_\_

Assistant County Attorney

# Board of Commissioners

## Request for Board Action

**Item Number:** 2021-258

**Meeting Date:** 6/1/2021

**Sponsor:** Parks & Recreation

**Title**

Agreement for Battle Creek Winter Recreation Area Design/Build Part 1

**Recommendation**

1. Accept and approve the Battle Creek Winter Recreation Area Project estimated budget and financing plan in the amount of \$5,563,887.
2. Authorize the County Manager to reallocate capital funds from previously approved Parks & Recreation capital projects to fund the Battle Creek Winter Recreation Area Project.
3. Authorize the County Manager to account for the Battle Creek Winter Recreation Area Project as a project budget in the Parks and Recreation Department.
4. Accept the recommendation of Ramsey County’s project labor agreement associations for the use of a Project Labor Agreement (PLA) for the project.
5. Approve the selection of, and agreement with, Loeffler Construction Consulting LLC, 20520 Keokuk Avenue Ste 100, Lakeville, MN 55044, for Part 1 Design-Build services for the Battle Creek Winter Recreation Area Project, for the period of contract execution through June 2, 2024, in the amount of \$120,000.
6. Authorize the Chair and Chief Clerk to execute the agreement.
7. Authorize the County Manager to enter into agreements and execute amendments to agreements, in accordance with the County’s procurement policies and procedures, provided sufficient funding is available for the project.

**Background and Rationale**

Battle Creek Regional Park is a 1,440-acre park located in the cities of St. Paul and Maplewood. The park is owned and operated by Ramsey County (County). There are currently 14 kilometers of cross-country ski trails within the park, 3.8 kilometers of which are lighted. This project will install a permanent snowmaking system on 2.5 kilometers of the lighted ski trail, a recreational tubing/sledding area, and an equipment/maintenance facility to support the snowmaking system operations and maintenance.

A Request for Proposals for design/build services was issued on January 27, 2021. Below is the competitive solicitation summary:

Request for Proposals (RFP) Title	Battle Creek Winter Recreation Design/Build
RFP Release Date	January 21, 2021
RFP Response Date	March 4, 2021
Number of Contractors Notified	610
Respondents	Shaw-Lundquist Associates, Loeffler Construction Consulting, Adolfson Peterson, Terra General Contractors, LS Black, Kraus Anderson, Rice Lake Contracting, H+U Construction

Proposal Evaluation Committee	Ramsey County Parks and Recreation - Department Director, Director of Facilities and Sustainability, Landscape Architect, Director of Parks, Parks Maintenance and Operations Supervisor City of St. Paul - Parks and Recreation Program Supervisor
RFP Evaluation criteria	Contractor Qualifications, Key Personnel Qualifications, Project Understanding and Approach, Cost, Contracting & Workforce Inclusion Approach
Contractor Recommended	Loeffler Construction Consulting

The evaluation team reviewed the proposals based on the criteria that were identified in the competitive solicitation and recommends Loeffler Construction Consulting LLC. for the Part 1 Design-Build services for the Battle Creek Winter Recreation Area Project.

In compliance with the procurement policy adopted by the County Board on September 18, 2018 (Resolution B2018-246), Ramsey County has determined that a Project Labor Agreement shall be used for the Project. On March 5, 2021, Parks & Recreation sent letters to the nine project labor agreement associations, requesting a recommendation on the use of a Project Labor Agreement for the Battle Creek Winter Recreation Area Project. Two associations responded. The Associated Builders & Contractor recommended against the use of a PLA. The St. Paul Building & Construction Trades Council recommended a Project Labor Agreement due to project safety concerns, complexity, and dollar value. Therefore, the use of a Project Labor Agreement for the Battle Creek Winter Recreation Area Project is recommended.

The Battle Creek Winter Recreation Area Project will be completed in a phased approach, with each phase being the subject of a separate agreement. At the conclusion of the Part 1 services, Loeffler Construction Consulting LLC shall submit to the County a Proposal, including the Design Development Documents, a statement of the proposed Guaranteed Maximum Price based on the Design Development Documents, a statement of the Small Business Enterprises ("SBE") utilization and labor goals for Part 2 services that have been approved by the County, energy modeling for the proposed design, and a proposed schedule for Part 2 project services. The Part 2 agreement will include complete construction phase services, including bidding and construction management.

The County reserves the right to enter into an agreement for Part 2 services with the Loeffler Construction Consulting LLC or to enter into an agreement for Part 2 services with a third party if the County and Loeffler Construction Consulting LLC are unable to reach agreement within a reasonable period of time after submission of the above identified documents, as determined by the County. The County Manager will have authority to approve the Part 2 agreement.

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

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

With a local population within two miles of the Winter Recreation Area being 51% people of color and nearby schools like Battle Creek Elementary, with a population of 92% students of color, there is great potential to leverage programming and outreach to have a positive impact on racial equity.

Loeffler Construction & Consulting LLC is a CERT Small Business Enterprise. As part of their contracting and workforce inclusion strategy for the project, diversity goals will be included in subcontracts and will promote the hiring of minorities with specific metrics within those subcontracts (32% minority/20% female participation goals), specific outreach to minority owned businesses will be conducted, and reporting on accomplishing the

County’s goals will be submitted monthly.

**Community Participation Level and Impact**

For several years, community members have advocated for developing a winter recreation area at Battle Creek Regional Park with snow making capabilities to provide a facility with consistent snow conditions in the east metropolitan area. Project advocates comprised of residents, cross country skiers, non-profit winter recreation organization leaders, and cross-country ski coaches lobbied the state legislature and Ramsey County elected officials to provide funding for the project.

As part of the design process, Parks & Recreation will conduct community engagement to incorporate community input in the design process. (Project information can be found at <https://www.ramseycounty.us/residents/parks-recreation/planning-construction-restoration/battle-creek-winter-recreation-area> ) Additionally, within the scope of the Part 1 agreement, Loeffler Construction Consulting LLC will engage an expert consultant to conduct a noise study to evaluate potential impacts of the project in the neighborhood. Parks & Recreation and Loeffler Construction Consulting LLC will coordinate and communicate throughout the project design and construction with neighbors, project stakeholders, and Saint Paul Parks and Recreation (the operator of Battle Creek Recreation Community Center) on the project site. Since there are currently no other cross-country ski areas with machine-made snow in the east metropolitan area, the Battle Creek facility will provide improved access to winter recreation to residents living in this community which promotes improved health and well-being.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

The Battle Creek Winter Recreation Area Project will be funded through a combination of Capital Improvement Program (CIP), State bonding, and Met Council funds. The Part 1 cost, reflective of design and cost estimating work, is \$120,000. The final project budget will be set at the completion of Part 1; the estimated Part 2 (construction) cost is \$4,869,706 (see attached Finance Plan).

An operational plan is currently being developed for the Winter Recreation Area, but early estimates show that revenue from ski pass sales can counterbalance costs, creating a levy-neutral amenity.

**County Manager Comments**

County Board approval is required for design-build contracts resulting from Requests for Proposal (RFPs) over \$175,000.

**Last Previous Action**

On September 17, 2019, the Ramsey County Board of Commissioners approved the Metropolitan Council Legacy Amendment Parks and Trails grant awards for State Fiscal Year 2020 and 2021 (Resolution B2019-208).

**Attachments**

1. Finance Plan
2. Design-Build Part 1 Agreement



# Battle Creek Winter Recreation

## Estimated Budget & Financing Plan

### Estimated Financing Plan

2015 CIP Rice Creek NRT Extension	\$	92,628
2015 TCAAP Land Acquisition NRT	\$	48,599
2017 CIP Battle Cr Winter Rec	\$	1,000,000
2018 CIP Island Lake Co Park	\$	248,000
2019 CIP Bituminous Pavement	\$	604,519
2021 State Bonding	\$	1,800,000
2021 Met Council Legacy Grant	\$	500,557
2021 Met Council CIP Grant	\$	740,984
2022 2022 Legacy Amendment Funding (Avail. Jun 2021)	\$	528,600
<b>TOTAL</b>	<b>\$</b>	<b>5,563,887</b>

### Estimated Budget

Part 1 Design/Build Contract	\$	180,827
Part 2 Design/Build Contract	\$	4,869,706
Owner Items	\$	513,355
<b>TOTAL</b>	<b>\$</b>	<b>5,563,887</b>

**AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER FOR THE  
BATTLE CREEK WINTER RECREATION AREA PROJECT  
PART 1 AGREEMENT**

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

AGREEMENT is made

BETWEEN the Owner:  
Ramsey County  
2015 Van Dyke St.  
Maplewood, MN 55019

and the Design/Builder:  
Loeffler Construction Consulting, LLC  
20520 Keokuk Ave. Ste 100  
Lakeville, MN 55044

For the following Project:

BATTLE CREEK WINTER RECREATION AREA, as described in the Owner's Request for Proposals ("RFP") # 0000017518 - BATTLE CREEK WINTER RECREATION DESIGN/BUILD including addenda.

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

Part 1: Programming, schematic design, design development and cost estimating leading to a Guaranteed Maximum Price. See attached **Exhibit A** --Scope of Work, attached hereto and made a part of this Part 1 Agreement; for a description of Part 1 services.

Part 2: Balance of design, construction documents, bidding, construction services, and Project closeout. See **Exhibit A** for description of Part 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 1 of this Part 1 Agreement will be provided by the following persons or entities lawfully licensed to practice architecture or engineering in the State of Minnesota, both of which shall be referred to as the "Architect" in this Part 1 Agreement and the Part 2 Agreement with respect to their respective scopes.

<u>Name</u>	<u>Address</u>	<u>Reg. #</u>	<u>Relationship</u>
James O'Shea	125 SE Main St #240, Minneapolis, MN 55414	23325	Architect of Record
Craig Milkert	125 SE Main St #240, Minneapolis, MN 55414	18360	Structural Engineer
Michael A Westemeier	3001 Broadway St NE #601, Minneapolis, MN 55413	40621	Mechanical Engineer
Alexander S Quast	3001 Broadway St NE #601, Minneapolis, MN 55413	53095	Electrical Engineer
Johona Harris	125 SE Main St #240, Minneapolis, MN 55414	C02249	Interior Design
Michael C. Brandt	767 Eustis Street, Suite 100, St. Paul, MN 55114	42661	Civil Engineer
Todd Halunen	767 Eustis Street, Suite 100, St. Paul, MN 55114	24900	Landscape Architect

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

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

**ARTICLE 1 DESIGN/BUILDER**

**§ 1.1 SERVICES**

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

**§ 1.2 RESPONSIBILITIES**

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

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

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

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

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

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

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

**§ 1.3 BASIC SERVICES**

§ 1.3.1 The Design/Builder shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other, as described in Exhibits A and B and as identified herein.

§ 1.3.2 The Design/Builder shall visit the site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's program, schedule, and budget.

§ 1.3.3 The Design/Builder shall review laws applicable to design and construction of the Project, correlate such laws with the Owner's program requirements, and if the Design/Builder is aware of any violations, advise the Owner if any program requirement may cause a violation of such laws. Necessary changes to the Owner's program shall be accomplished by appropriate written modification or disclosed as described in Section 1.2.2.

§ 1.3.4 The Design/Builder shall support the Owner's efforts to submit, file, and obtain on behalf of the Owner: all easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program; and support the Owner's efforts to obtain the appropriate permits, reviews by authorities having jurisdiction, historic district reviews, licensures, and other approvals required for the Project.

§ 1.3.5 Not Used

§ 1.3.6 At the conclusion of the Part 1 services, the Design/Builder shall submit to the Owner a Proposal, including the Design Development Documents; a statement of the proposed Guaranteed Maximum Price based on the Design Development Documents; a statement of the Small Business Enterprises ("SBE") utilization and workforce utilization goals for Part 2 services that have been approved by the Owner; a design energy model; and a proposed schedule for Part 2 Project services; . The Design Development Documents shall consist of drawings, outline specifications or other documents to a percentage completion that is adequate for the Design/Builder to submit a Guaranteed Maximum Price for Part 2 of the Project. The Owner reserves the right to enter into a Part 2 Agreement with the Design/Builder; or to enter into a Part 2 Agreement with a third party if the Owner and the Design/Builder are unable to reach agreement on a Part 2 Agreement within a reasonable period of time after submission of the above-identified documents by the Design/Builder, as determined by the Owner.

**§ 1.4 ADDITIONAL SERVICES**

§ 1.4.1 The Additional Services described under this Section 1.4 shall be provided by the Design/Builder and paid for by the Owner only if authorized or confirmed in writing by the Owner.

§ 1.4.2 Making revisions in the final, Owner-approved Design Development Documents, budget or other documents when such revisions are:

1.4.2.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program, Project schedule or Project budget;

1.4.2.2 due to material changes required as a result of the Owner's failure to render decisions within the time periods specified in this Part 1 Agreement.

**ARTICLE 2 OWNER**

**§ 2.1 RESPONSIBILITIES**

- § 2.1.1 The Owner shall provide supplemental information in a timely manner regarding changes in the requirements for the Project as described in **Exhibit A**.
- § 2.1.2 The Owner designates Ryan Ries or designee as its representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Design/Builder in order to avoid unreasonable delay in the orderly and sequential progress of the Design/Builder's services. The Owner may obtain independent review of the documents by a separate architect, engineer, contractor, or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Design/Builder's services.
- § 2.1.3 The Owner shall disclose, to the extent known to the Owner, the results and reports of prior tests, inspections or investigations conducted for the Project involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner shall disclose all information known to the Owner regarding the presence of pollutants at the Project's site.
- § 2.1.4 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Design/Builder's Applications for Payment, except in relation to any dispute between the parties.
- § 2.1.5 The Owner shall communicate with persons or entities employed or retained by the Design/Builder through the Design/Builder, unless otherwise directed by the Design/Builder.
- § 2.1.6 The Owner shall promptly obtain easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program. Owner shall obtain Conditional Use Permit as needed for the Project.
- § 2.1.7 The Owner shall provide all necessary access to the project site, including any easements, land rights, or other land agreements.

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

#### **§ 3.1**

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

"Documents" are comprised of written and electronic forms of deliverables created under the terms of this Part 1 Agreement, and of Electronic Data including the originals of any data or databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Design/Builder, its employees, agents or subcontractors, in the performance of services under the terms of this Part 1 Agreement.

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

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

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

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

**ARTICLE 4 TIME**

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

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

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

**ARTICLE 5 PAYMENTS**

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

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

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

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

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

§ 5.6 Invoices shall show applicable Minnesota sales tax of 6.875% separately. Each invoice must include administrative documents as required by the County. . No payment will be made until the invoice and administrative documents have been approved by the County. Within ten (10) days of contract execution, the County will transmit to the Design/Builder a list of documents required to be submitted with each invoice.

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

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

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

§ 5.10 Not Used

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

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

**ARTICLE 7 BASIS OF COMPENSATION**

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

**§7.1 COMPENSATION FOR BASIC SERVICES**

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

The Owner shall pay the Design/Builder a lump sum of \$120,000 (One Hundred Twenty Thousand Dollars) for Part 1 services Part 2 fees for the Design/Builder will be included in the GMP accepted by the Owner at the end of Part 1.

§ 7.1.2 PAYMENTS shall be as follows:

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

**§ 7.2 COMPENSATION FOR ADDITIONAL SERVICES**

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

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

**ARTICLE 8 OTHER CONDITIONS AND SERVICES**

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

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

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

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

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

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

§ 8.7 This Part 1 Agreement includes the following:

**Exhibit A** --Scope of Work , including Attachment A.1 – Concept Site Plan and A.2 – Existing Conditions Plan

**Exhibit B** -- Ramsey County Solar Ready Guidelines

**Exhibit C** -- Universal Design Guidelines

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

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

Owner: Ryan Ries

2015 Van Dyke St.  
Maplewood, MN 55109

Design/Builder: Doug Loeffler  
20520 Keokuk Ave. Ste 100  
Lakeville, MN 55044

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

**Exhibit A to the Part 1 Agreement**

**Scope of Work**

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

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

Note: Paragraphs A and B below, and the conceptual site plan depicted in Attachment A.1, shall be construed as a recommended basis of design. However, the County encourages innovative, creative design solutions that will maximize the resultant energy savings, building efficiencies and therefore provide the best long-term value to the County. All design solutions that address the design goals listed will be considered.

**A) Basis of Design**

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

The snowmaking system will be designed with sufficient capacity to establish a cross-country ski trail with an 18-inch base of snow over a period of approximately 21 days at temperatures of 27 degrees F or less.

A conceptual site plan for the project can be found in **Attachment A.1 – Concept Site Plan**.  
An existing conditions site plan can be found in **Attachment A.2 – Existing Conditions Plan**.

**B) Detailed Basis of Design**

1. Snowmaking System
  - a. 4 fixed and 4 mobile snow guns
  - b. Grooming equipment
  - c. Fittings, hoses, connections as necessary for a complete system
  - d. Digital weather-based control system
  
2. Pump/Maintenance Building
  - a. 80' L x 40' W precast concrete building with necessary foundations and precast wall panels. Preliminary program as follows:
    - i. 60' L x 40' W for maintenance/storage facilities
    - ii. 30' L x 20' W for pump house
    - iii. 12' L x 10' W office/break room area
    - iv. 8' L x 7' W bathroom
    - v. 8' L x 3' W electrical closet
  - b. Masonry fire separation wall between the maintenance/storage and pump house sides of building.
  - c. Steel wall/roof supports

- d. 3 overhead doors
  - e. HVAC system to include heating/cooling of office space and heating of maintenance/storage facilities.
  - f. Water pumping equipment and all associated piping needed for construction of complete water pumping system.
  - g. Cooling tower and required wet well.
  - h. Sidewall height/clear space under structure
  - I. Building shall be made “solar ready” per Exhibit B – Ramsey County Solar Ready Guidelines
  - J. FF&E by County – office furniture
3. Site Work/Utilities
- a. Demolition of existing conditions, including any necessary concrete removals needed for the installation of new driveway & parking area for pump house/maintenance building.
  - b. Clearing/grubbing of necessary areas for the construction of water piping system, building and adjacent spaces.
  - c. Preparation of the new building foundation and slab.
  - d. New water piping supply system for snow making equipment.
  - e. Waterlines may not follow trails. Any disturbed areas to be restored with prairie mix seed.
  - f. Snowmaking related hydrants, below grade concrete support structures, air relief manholes, and other necessary components required for a complete system.
  - g. Associated site earthwork in and around the sledding hill area to ensure safety and functionality.
  - h. Create defined walk up hill area separated from sledding area
  - i. Significant tree protection plan – identify all trees near construction disturbances and provide a plan for protection during construction.
  - j. Soil decompaction – provide a soil decompaction plan for disturbed areas. All disturbed soils shall have 5% organic matter minimum utilizing compost ripped into 12” soil profile
  - k. Stormwater treatment as required per requirements of Authorities Having Jurisdiction, Ramsey Washington Metro Watershed district, and other applicable codes and regulations.
4. Trail Lighting
- a. Provide adequate LED trail lighting to enhance site safety, security, and wayfinding.
  - b. Remove/replace existing light fixtures. Poles may be reused if appropriate
  - c. Provide photometrics of proposed layout for County review.
5. Electrical
- a. All electrical costs associated with the construction of the snowmaking system, including water pumps, cooling tower and hydrant/snow gun connections.
  - b. New 3- phase power service to site.
  - c. 4 security cameras
  - d. Building security system – integrate with Parks standard system
  - e. Power for customer kiosk near existing parking lot
  - d. Coordinate electrical service with Xcel Energy.
6. Water Service
- a. Coordinate water service needs to support project with St. Paul Regional Water Services. 8” water main has already been installed on site along with concrete vault to house it.
7. Noise Study
- a. ,Contractor, through qualified consultants, shall provide a noise study to evaluate impacts of future facility on surrounding neighborhood.
8. Site Signage/Wayfinding
- a. Provide appropriate signage across the site to direct users as intended. Signage shall conform to MUTCD standards and Ramsey County branding standards.

9. Surveying
  - a. Partial site survey provided by County. All additional surveying is the responsibility of the Contractor.
10. Geotechnical Investigation
  - a. County will hire independent testing agency to conduct geotechnical investigation as needed for the Project

**C) Part 1 Services**

1. Participate in a kickoff meeting with County staff to discuss Project goals and review preliminary design concepts.
2. Coordinate and participate in progress meetings as appropriate. Progress meetings shall occur bi-weekly unless otherwise agreed upon by County. Additionally, Contractor shall participate in meetings with authorities having jurisdiction, regulatory agencies, utility companies, or others as necessary to support Project approvals. In particular, the Project will require detailed coordination with SPRWS and other City of St. Paul/City of Maplewood agencies, and the Ramsey Washington Metro Watershed District. Also, the County will be leading a targeted community engagement process to obtain resident feedback on the project. Contractor shall participate in meetings, charettes, etc. as necessary to support this process.
3. Provide a design of sufficient detail to arrive upon a Guaranteed Maximum Price for Part 2 services. Design approach should be reviewed and approved by County prior to commencing work so that the Project team mutually understands the expectations and requirements. This GMP design shall include a narrative of scope assumptions and exclusions as well.
4. Provide a detailed cost estimate for the Part 2 services, which, if accepted by the County, will become the basis of the Part 2 Agreement Guaranteed Maximum Price. Contractor shall provide progress estimates at regular intervals during Part 1 using life cycle costing methods as described in paragraph A above.
5. Provide a baseline Critical Path Method construction schedule for incorporation into Part 2 Agreement.
6. Coordinate with Xcel Energy for new electrical service and available Project rebates. Participate in any qualifying Xcel Energy programs such as Energy Efficient Buildings (EEB) or Energy Design Assistance (EDA). Complete and submit paperwork to Xcel as required to maximize County rebates.
7. Coordinate with St. Paul Regional Water Service to ensure adequate water service to support the Project.
8. Coordinate with Authorities Having Jurisdiction to ensure design meets all applicable laws, codes, ordinances, statutes, and regulations. Incorporate all such requirements into design. For accessible design requirements, the U.S. Department of Justice 2010 ADA Standards for Accessible Design shall take precedence, unless local codes are more stringent.
9. Design shall follow State of Minnesota Sustainable Building Guidelines and meet all applicable B3 standards. Project will be enrolled in B3 tracking program (<https://trackingtool.b3mn.org/>). Project setup costs for the B3 tracking tool, including the SB2030 program component, and administrative reviews and support will be provided at no cost to the project by the State of Minnesota. All other costs necessary, if any, for Contractor to follow B3 guidelines and administer the project in the B3 tracking tool are the responsibility of the Contractor.
  - a. Contractor shall provide energy modeling for the design, for inclusion in the Part 2 agreement.

10. Design and calculations must be performed by registered engineers licensed in the State of Minnesota.
11. Design shall follow the principles of “universal design” per the Center for Excellence in Universal Design (<http://universaldesign.ie/What-is-Universal-Design/The-7-Principles/>) and **Exhibit C –Universal Design Guidelines**.
12. Part 1 services shall be completed no later than six months after the date of contract execution.

**D) Part 2 Services**

1. Prepare design based on approved Part 1 design services and consistent with the provisions of this Agreement, 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 site is open/in use, safety precautions enacted to protect 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. Additionally, Contractor shall assist the County in stakeholder communications throughout the duration of the project, including but not limited to sending out regular project updates to a County-provided stakeholder list along with current Site Utilization Plan and relevant schedule information.
  - c. Overall management and supervision of all subcontractors and consultants utilized to complete the Project.
  - d. Maintain clean record copies of drawings and specifications on site for viewing by County as requested.
  - e. Preparation of Project submittals according to industry standards. Submittals shall include product data for all equipment and materials; shop drawings showing equipment and piping layouts, equipment schedules, control diagrams, riser diagrams; engineering calculations confirming viability of proposed system; others as appropriate. Shop drawings and calculations shall be stamped by an engineer licensed in the State of Minnesota.
  - f. Track utilization of Small Business Enterprises and submit monthly report on County’s form/software with pay applications.

- g. Track workforce utilization against Project goals and submit monthly report on County's form/software with pay applications.
  - h. County is in the process of implementing construction project management software solutions. Should these solutions be available, Contractor shall utilize them at County's direction to assist in administering the Project.
5. Provide construction services as necessary to complete the Work safely, with highest levels of quality, and within approved budget and schedule. Secure all permits necessary to complete the work. Cost of permits shall be included in GMP.
6. Provide construction administration services, utilizing qualified personnel who participated in Part 1 services and independent from Part 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. Perform punch-list prior to Substantial Completion to identify incomplete work.
  - f. Provide commissioning/measurement and verification services to verify that the constructed project meets the design energy model.
  - g. Services described in this paragraph 6 may not be performed by Part 2 subcontractors.
7. Provide project close-out services, including but not limited to:
- a. Obtain final approvals from authorities having jurisdiction.
  - b. Verify completion of punch-list.
  - c. Provide in-depth training on new systems to County staff.
  - d. Provide complete Turnover Documents to the County in hard copy (1) 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.
  - f. Submit final rebate paperwork to Xcel Energy.
  - g. Provide an itemized inventory of assets added or modified as a result of the Project, with associated life cycles and present value replacement costs, using template provided by County. This inventory will be imported into the County's enterprise asset management software project.
8. Repair or replace products that fail in materials or workmanship within warranty period of one year, commencing from date of Substantial Completion. Failures shall be adjusted, repaired, or replaced at no additional cost or reduction in service to Owner. Warranty service shall occur during normal business hours and commence within four hours of County's warranty service request. Provide standard manufacturer's extended warranties on all equipment.
9. Contractor shall include 20 hours of post-occupancy support for re-training, seasonal adjustments, or other services as requested by County. These hours will be utilized at the County's discretion.

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

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

**Exhibit B to the Part 1 Agreement**

**Ramsey County Solar Ready Guidelines**

See attached Exhibit B.

**Exhibit C to the Part 1 Agreement**

**Universal Design Guidelines**

See attached Exhibit C.

**Exhibit D to the Part 1 Agreement**

**General Terms and Conditions**

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

**1. Independent Contractor**

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

**2. Successors, Subcontracting and Assignment**

**2.1.**

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

**2.2.**

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

**3. Compliance with Legal Requirements**

**3.1.**

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

**3.2.**

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

**3.3.**

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

**4. Data Practices**

**4.1.**

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

**4.2.**

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

**5. Security**

**5.1.**

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

**5.2.**

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

**5.3.**

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

**5.4.**

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

**5.5.**

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

**6. Indemnification**

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

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

**7. Contractor's Insurance**

**7.1.**

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

**7.2.**

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

**7.2.1**

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

**7.2.2.**

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

**7.2.3**

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

**7.2.4**

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

**7.2.5**

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

**7.3.**

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

**7.4.**

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

**7.5.**

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

**7.6.**

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

**7.7.**

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

**7.8.**

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

**7.9.**

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

**7.10.**

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

**8. Audit**

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

**9. Non-Conforming Services**

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

**10. Setoff**

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

**11. Conflict of Interest**

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

**12. Respectful Workplace and Violence Prevention**

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

**13. Force Majeure**

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

**14. Unavailability of Funding - Termination**

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

**15. Termination**

**15.1. Termination by the Owner**

**15.1.1.**

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

**15.1.2.**

The Owner may terminate this Part 1 Agreement if the Contractor violates any material term or condition of this Part 1 Agreement or does not fulfill in a timely and proper manner its obligations under this Part 1 Agreement. In the event that the Owner exercises its right of termination under this Paragraph, it shall submit written notice to the Contractor and its surety, if any, specifying the reasons therefore. Termination shall be immediately effective upon the failure of the Contractor to cure the default within ten (10) business days of receipt of the notice of default. Upon termination, the Contractor shall take all actions necessary to discontinue further commitments of funds, and the Owner shall take possession of the site and of all materials and finish the Part 1 Services by whatever method the Owner may deem expedient.

**15.1.3.**

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

**15.1.4.**

This Part 1 Agreement may be terminated by the Owner upon immediate written notice to the Contractor in the event that the Project is abandoned. If such termination

occurs, the Owner shall pay the Contractor for services completed and for proven loss sustained upon materials, equipment, tools, construction equipment and machinery.

**15.1.5.**

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

**15.2. Termination by the Contractor**

**15.2.1.**

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

**16. Interpretation of Agreement; Venue**

**16.1.**

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

**16.2.**

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

**17. Warranty**

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

**18. Alteration**

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

**19. Title - Risk of Loss**

**19.1**

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

**19.2**

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

**20. Submittals**

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

**21. Clean Up**

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

**22. Lobbying**

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

**23. Safety Compliance**

**23.1**

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

**23.2**

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

**24. Entire Agreement**

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

**25. Sustainable Architecture Guidelines and Specifications**

**25.1**

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

**25.2**

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

---

**Item Number:** 2021-278

**Meeting Date:** 6/1/2021

---

**Sponsor:** Finance

**Title**

Authorization to Accept Various COVID-19 Grants

**Recommendation**

1. Authorize the County Manager to accept \$53,446,701.50 from the US Treasury Local Government American Rescue Plan Act funds.
2. Authorize the County Manager to accept \$462,662 in COVID-19 response grant funds for vaccination implementation from the Minnesota Department of Health.
3. Authorize the County Manager to accept \$2,560,870 for vaccine grants from the Minnesota Department of Health.
4. Authorize the County Manager to accept \$351,032 for vaccine distribution from the Federal Emergency Management Agency.
5. Authorize the County Manager to accept \$7,580,175 for Emergency Rental Assistance from the US Department of Treasury.
6. Authorize the County Manager to enter into agreements and execute amendments to agreements for the two Minnesota Department of Health grants, the Federal Emergency Management Agency grant and the Emergency Rental Assistance grant, in accordance with the County's procurement policies and procedures, provided sufficient funding is available.

**Background and Rationale**

On March 17, 2020, the County Board declared Ramsey County to be in a Local State of Emergency effective the 14th day of March 2020 due to COVID-19. The County Board also authorized the County Manager to approve purchases up to \$1 million until the County Manager, acting on the advice of the Director of Emergency Management and Homeland Security and the Director of Public Health, notifies the Board Chair that the State of Emergency is no longer warranted. Since that time, Ramsey County has been actively responding to the needs within our community to address the effects of COVID-19.

This request seeks authority to accept \$53,446,701.50 of the total grant amount of \$106,893,403 million from the US Treasury Local Government American Rescue Plan Act (ARPA) funds. The second installment will be sent to the County from Treasury in May 2022. As discussed at the April 20, 2021 Board Workshop, the ARPA funding must be obligated by December 31, 2024 and can be spent through December 31, 2026. This allows time for planning and investment in various tiers from immediate needs through bold investments that impact the systems and residents of Ramsey County. At this point, Finance is only requesting authority to accept the funds. RBAs for immediate needs, authorization to spend the funds and larger, longer term investments will come forward for consideration individually.

Finance is also seeking authority to accept three additional grants in Public Health related to COVID-19 response and vaccines. The first is for \$462,662 from the Minnesota Department of Health COVID-19 Vaccine Grant Award through Local Public Health and is for the time period of February 1, 2021 through June 30, 2021. The second is for \$2,560,870 for vaccine implementation through the Minnesota Department of Health and is for the time period of April 1, 2021 through December 31, 2021. These funds support outreach and education,

translation services, staff, supplies, equipment, and partnerships with community agencies. The final Public Health grant is for \$351,032 in funding for vaccine distribution from Federal Emergency Management Agency (FEMA).

Finally, Finance is seeking authority to accept the Emergency Rental Assistance grant from the US Treasury. The ARPA bill included a second allocation of Emergency Rental Assistance funding, referred to as ERA2. This appropriation funds financial assistance for rent, utilities and related costs for low-income tenants experiencing housing instability due to the COVID-19 pandemic. Ramsey County has been allocated \$7,580,175 million dollars through the federal ERA2 Program. The Housing Stability Department will administer the funds through a landlord assistance program and tenant-based program.

No ARPA funds will be authorized for spending until we return to the County Board for additional authority. This RBA seeks authority to enter into agreements and execute amendments to agreements for the two Minnesota Department of Health grants, the Federal Emergency Management Agency grant and the Emergency Rental Assistance grant, in accordance with the County’s procurement policies and procedures, provided sufficient funding is available.

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

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

The programs proposed through the COVID-19 related funding seek to specifically address and overcome issues of existing inequality based on race, ethnicity, class and culture in Ramsey County. This need for a racially equitably response is further underscored by the disproportionate impact that COVID-19 has had on African American, American Indian and other underrepresented racially and ethnically diverse communities of across the United States. Through focused and targeted engagement efforts, trusted messengers, data collection and continued engagement with community members that can guide program alterations in real-time, Ramsey County will ensure that the processes it employs align with the outcomes the community is seeking.

**Community Participation Level and Impact**

Throughout 2020 and 2021, Ramsey County has conducted community engagement around COVID-19 issues. Recently, the Racial and Health Equity Administrators did a series of community engagement events specifically around food and basic needs, workforce solutions and RECERT to help inform ARPA funding decisions. This information will inform the RBAs brought forward for immediate needs items (Tier 1) as well as in the future for longer term investments.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

The COVID-19 funding will be accounted for in separate projects and Finance will provide regular reports to the County Board and public.

**County Manager Comments**

None.

**Last Previous Action**

On March 17, 2020, the County Board authorized the County Manager to approve purchases up to \$1 million until the County Manager, acting on the advice of the Director of Emergency Management and Homeland Security and the Director of Public Health, notifies the Board Chair that the State of Emergency is no longer warranted (Resolution B2020-061).

**Attachments**

1.None.

---

**Item Number:** 2021-288

**Meeting Date:** 6/1/2021

---

**Sponsor:** Workforce Solutions

### **Title**

Funding for Ramsey County and City of Saint Paul partnership for Right Track+ Young Adult Career Pathway Internship Program utilizing American Rescue Plan Act Funding

### **Recommendation**

1. Allocate \$2,100,000 of American Rescue Plan Act funds to the new Right Track+ Young Adult Career Pathway Internship Program, in accordance with federal guidance.
2. Authorize the County Manager to enter into agreements and amendments to agreements in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

### **Background and Rationale**

The American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021. The relief package provides funding in several areas such as state and local aid, education, rental assistance, transit, stimulus payments for individuals, and other provisions. In addition, ARPA provides \$350 billion in additional funding for state and local governments. Funds may be used to provide job training to individuals to address the negative economic impacts created by the COVID-19 pandemic. Workforce programs for youth and young adults were identified as an ARPA Tier 1 funding priority by the County Manager at a County Board workshop on April 20, 2021.

### **COVID-19 Pandemic Impact and Population**

Residents that have experienced the most disproportionate economic impacts by the COVID-19 pandemic are as follows:

- People who are under 35.
- People with less education, especially less than a high school diploma.
- People of color and indigenous people.
- Younger workers are over-represented in service industries, which were struck hardest by restrictions on movement, activities, and businesses. They are particularly vulnerable due to lower levels of seniority and work experience.

These impacts are a critical disruption to young people who are launching what may be their first-ever job. Beyond the immediate damage caused by the loss of a first job is the risk of "scarring," what economists refer to as the long-term harm to income levels, career growth, access to training, ability to pay off debt, or deal with the added mental and social burdens of instability. Scarring has been proven to impact women, people of color, and young people, particularly in the job market.

### **Community Collaboration**

Workforce Solutions (WFS) will partner with the City of Saint Paul to launch a new career pathway internship program focused on serving up to 300 COVID-19 pandemic impacted young adults (aged 18-24) in Ramsey County.

Through subsidized internships, supported by the County and the City, young adults will gain entry level skills and access to professional networks in six targeted industries. To ensure participant success, the Right Track+ program will partner will community-based organizations who will:

- Recruit and enroll COVID-19 impacted young adults.
- Provide 1:1 employment case management and wrap around services.
- Support participants’ engagement in Right Track+ through a new passport exploration program for participants to attend a variety of industry driven exploration events throughout the City and County.
- Provide each participant with a community mentor.
- Develop specialized personal or professional development for the young adults they are serving.

Targeted industries for Right Track+ include: Public Sector, Trades/Green Energy, Urban Agriculture, Creative Arts, Technology, and Healthcare. All program participants will receive a training internship for up to 16 weeks. Right Track+ will partner with businesses and public sector employers to create and support these internships. Guidance will be provided to employers, leveraging tools that both the City and County have to most effectively support these young people.

Young adults who successfully complete the summer Right Track+ program may be eligible to move into other workforce training programs, building upon the career pathway they started by further pursuing certified and credentialed training.

Intentional partnership between the City of Saint Paul and WFS will provide the opportunity for each partner to lead in different areas, while bringing resources for the creation of this program which will run through the then end of 2021.

Ramsey County: The County will provide overall leadership for the program through Workforce Solutions. The County will fund the work of the community-based organizations and provide the back-office support to work with those vendors.

City of Saint Paul: The new program, Right Track+, will leverage assets and resources from Saint Paul’s existing Right Track Program. The City plans to host and pay wages for up to 100 interns. In addition, the City will hire a program support role while also dedicating Parks and Recreation staff to execute professional development events for all Right Track+ participants. The Saint Paul City Council will be considering this project at it’s June 9, 2021 meeting.

The urgency to put every young person on a career pathway is immediate. The COVID-19 pandemic demonstrated that our economy is built too heavily on low income, low wage jobs for many who already have significant barriers to education and employment. Government, collaboratively partnering with community-based organizations, is a necessary linkage to reach disconnected young adults and ensure they receive culturally relevant supports. Putting young people into career pathways ensures there will be a vibrant, diverse, skilled workforce in Ramsey County into the future, in alignment with the strategies identified in the Economic Competitiveness and Inclusion Plan.

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

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

As described in the background, young people of color have been disproportionately impacted by the economic impacts of COVID-19, including job loss, reduction of hours, deferring school and reduced wages. Due to the need to earn incomes to support themselves and their families, many young people have been pushed out of career tracks and into low-wage jobs in sectors that have limited availability for growth and opportunity. It is

expected that the majority of young adults served in the Right Track+ program will be people of color or indigenous people. By infusing resources, including wages and access to professional development and networks, Right Track+ will allow young adults to enter or re-enter a career pathway that leads to increased opportunity for them, their family and their community.

**Community Participation Level and Impact**

WFS has participated in a multitude of community engagement efforts to learn from a variety of community stakeholders regarding ways to improve employment outcomes for COVID-19 impacted residents. These include several town halls with residents and focus groups with community-based organizations most connected to COVID-19 impacted residents, as well as employers through the Workforce Innovation Board. In addition, WFS co-convenes with the Suburban Ramsey Collaborative, Youth Works!, which includes dozens of partners in the County focused on improving the employment opportunities of young people. In developing Right Track+, WFS has incorporated suggestions that community-based organizations provided in the CARES evaluation. These include: additional, ongoing technical assistance, different payment structures, and more clarity about program monitoring. In response to this feedback, the County and City will lead a Right Track+ Community Team. This team will consist of staff leaders as well as representation from each of the community organizations working with the program. This team will work collaboratively to share resources and support all young people participating in Right Track+ and the community-based organizations supporting them.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

A total of \$2.1 million is being requested from the Ramsey County local government ARPA funds. This includes approximately \$750,000 for contracts related to case management and employment navigation support services. In addition, \$1.3 million is dedicated to payment to interns (up to 200). The City of Saint Paul is also contributing approximately \$516,500 toward intern wages and one new FTE to help with the professional development events. The County has received over \$53 million in local ARP funds and at the April 20 Board Workshop, the County Manager highlighted five tiers for investment. This initiative is in Tier one and is an emergency response to the immediate needs in our community. Finance will provide regular reporting on ARPA funds.

**County Manager Comments**

Right Track+ will provide immediate relief to those most impacted by the economic impacts of the pandemic. Youth and Young Adult employment supports are identified as a neglected portion in ARPA. This aligns with the ARPA funding principals as a Tier 1 priority for Ramsey County.

**Last Previous Action**

None

**Attachments**

1.None

---

**Item Number:** 2021-286

**Meeting Date:** 6/1/2021

---

**Sponsor:** Information Services

**Title**

2021 Information Technology Portfolio Planned Investments and Funding Approach

**Recommendation**

None. For information and discussion only.

**Background and Rationale**

Since 2005, Ramsey County has allocated funds through the Information Technology Portfolio (ITP) to upgrade technology in order to provide greater efficiencies and improved service delivery to residents and other customers. This allows the county to invest in high priority IT projects each year. Projects can span multiple years and the funding is set aside to reflect the life of the project. The Technology Governance Committee continues to plan for future years for IT spending.

In 2021, the upcoming ITP request includes the traditional request for funds to support our systems but also includes an additional request for one-time funding for large technology projects. Both of these requests for board action are a part of a strategic approach to technology-enabled investment.

Large technology projects, including modernization and replacement of systems, are necessary as part of an overall strategy for Information Services. The annual ITP process is meant to sustain, enhance and upgrade systems but is not the right mechanism to make large multi-year, transformational change. At certain times, when finances allow and needs are high, we will ask for one-time funding above and beyond the ITP annual funds to invest in large transformative technology changes such as Health and Wellness modernization. These projects will cost millions of dollars over multiple years and are foundational in nature.

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

Well-being

Prosperity

Opportunity

Accountability

**Racial Equity Impact**

Assessing racial equity impact is now integrated in the ITP process. Once approved, projects in the ITP include a focus on helping the County build the well-being, opportunity and economic prosperity of our residents and businesses including certified small business enterprises (CERT), minority-owned businesses (MBE) and minority women-owned businesses (MWBE). The ITP process supports projects that will address Racial Equity and Community Engagement within the county. Racial Equity is at the core of the Residents First program and will be a key measure of success over the life of the program.

**Community Participation Level and Impact**

Community engagement will be included from the early stages of these strategic initiatives, influencing design and implementation. Engagement may include participation in developing the requirements of the technology systems to assure they meet the needs of the community, as best possible. Second, during the solicitation process, the project teams will be evaluating proposals which may include criteria for certified small business enterprises.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

This request has no fiscal impact.

**County Manager Comments**

This policy Request for Board Action (RBA) and associated presentation material provides the strategic foundation for the upcoming ITP funding RBA planned for board approval on June 8, 2021.

**Last Previous Action**

On March 10, 2020 the County Board authorized the expenditure of up to \$10,000,000 for Information Technology projects. (Resolution B2020-057).

**Attachments**

1. ITP Funding Overview presentation.

## Information Technology Portfolio (ITP) Board Policy Discussion

### High Level Overview

The 2021 ITP funding request includes three major categories of investment and associated funding:

- \$3,000,000 Cybersecurity one-time strategic shift
- \$7,500,000 Large scale, longer horizon technology investments
- \$5,500,000 The more traditional ITP technology investments

For a total 2021 ITP Request for Board Action request of \$16,000,000, coming to the board on June 8<sup>th</sup>  
Combining this request with the annual base funding of \$2,800,000 results in a total technology initiative funding of \$18,800,000

---

## Cybersecurity one-time request snapshot

\$3,000,000 for the funding of Information Security strategic repositioning in response to the escalating public sector cyber risk.

- Racial Equity is a consideration in this request
    - A breach of county health data would have a disproportionate impact on communities of color
  - Two major strategies will be deployed to reduce risk:
    - Shift from “lag time to react” to “near-instant response”
    - Implement a “zero trust network” design
  - Mirrors public sector industry direction and reflects the guidance of the Federal Cyber and Infrastructure Security Agency (CISA)
  - Supports our ability to maintain Cyber Insurance coverage over time
-

## Large Scale Strategic Technology investments

- \$5,000,000 Residents First
    - Residents First will drive large scale process reengineering and technology initiatives due to its enterprise nature and the transformational change required to achieve this bold strategy
  - \$2,000,000 Talent Attraction Retention Promotion
    - To support TARP efforts, investments are needed in recruiting, onboarding, people performance management (PPM), and talent development
  - \$500,000 Financial Management system replacement, planning phase
    - Initiating a multi-year journey to replace our highly integrated, aging financial ERP system “Aspen”
-

## Large Scale Strategic Technology initiatives

- Residents First
    - In 2020 Residents First funded a Business Technology Architecture initiative designed to paint the multi-year roadmap of business and supporting technology changes required to achieve the program goals.
      - This macro roadmap will help to guide investment decisions and prioritization.
    - This funding request includes (not inclusive):
      - Human Services
        - Improving the Resident experience and outcomes related to defined need states such as the need for health insurance
        - Adopting Hennepin County's Data Quality tool
        - Legacy Financial Assistance Services and Social Services system replacement
      - Customer Relationship Management (CRM) solution designed to help understand and solve resident needs holistically
      - Case Management for the growing case load in SOS Sexual Violence Services
      - Coordinated Entry for Youth and Singles (CEYS) data collection tool
-

## Information Technology Portfolio (ITP)

- Recent and in-process ITP initiatives
    - NextGen Electronic Health Records will complete this fall!
    - Enterprise Asset Management will deploy to Fleet this year
    - Enterprise Cashiering and Receipting Management, with first deployment this summer
    - Property Tax system replacement in-process with implementation planned in 2022
    - Security access and camera technologies in multiple county facilities
  - This funding request includes (not inclusive):
    - RamseyNet and RamseyCounty.us website mid-life upgrades
    - Enterprise Asset Management for Buildings and Land and Grounds
    - Civil Case Management in support of the County Attorney's Office
    - Parks Reservations system, replacement of end-of-life current technology
    - Public Health PH-Doc system "gold standard"
    - Electronic Signature, phase 2
    - Grants Management
-

## Investment Oversight

- Considering the scale of investment requested, oversight and governance will be key
  - All technology investments are governed via the Technology Governance Committee
    - In 2021 we initiated a new TGC sub-committee chartered to build a four-year technology financial and budgeting forecast, including one-time and more importantly on-going costs/savings
  - Governance is in place for the Residents First, TARP, and Financial system strategic initiatives, as well as for each of the multi-year technology initiatives underway
    - Residents First Advisory Board in-place
    - Residents First Business Technology Architecture sponsorship in-place