



Board of Commissioners

Agenda

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

September 21, 2021 - 9 a.m.

Council Chambers - Courthouse Room 300

Pursuant to Minnesota Statutes Section 13D.021, 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 prevalence of the Delta variant. Commissioners will participate by telephone or other electronic means. In addition, it may not be feasible for commissioners, staff, or members of the public to be present at the regular meeting location due to the COVID-19 pandemic and the prevalence of the Delta variant. The meeting broadcast will be available online and linked via 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 September 21, 2021 is Presented for Approval.** [2021-427](#)

Sponsors: County Manager's Office

Approve the agenda of September 21, 2021.

2. **Minutes from September 7 2021 are Presented for Approval** [2021-432](#)

Sponsors: County Manager's Office

Approve the September 7, 2021 Minutes.

PROCLAMATION

3. **Proclamation: 2021 Farm Family of Ramsey County** [2021-509](#)

Sponsors: Communications & Public Relations

COVID UPDATE

ADMINISTRATIVE ITEMS

4. **2022 Regular Retiree Medical Insurance Renewal** [2021-484](#)

Sponsors: Human Resources

1. Approve the renewal of HealthPartners Inc., 8170 33rd Avenue South, Bloomington, Minnesota 55425 and Blue Cross and Blue Shield of Minnesota, PO Box 64560, St. Paul, Minnesota, 55164 as the medical insurance carriers for Regular Retirees of Ramsey County

and other participating public entities for plan year 2022, renewable annually through 2023.

2. Approve the following plans and monthly rates for Retirees for 2022:
 - HealthPartners Journey Medicare Advantage Plan for Medicare-eligible retirees and spouses/dependents who reside in the HealthPartners Journey service area, at \$290.40 for single coverage and \$580.80 for family coverage.
 - HealthPartners Retiree National Choice Supplemental Plan for Medicare-eligible retirees and spouses/dependents who reside in the United States outside of the Journey service area, at \$290.40 for single coverage and \$580.80 for family coverage.
 - HealthPartners Major Medical with enrollment restricted to non-Medicare-eligible retirees age 65 and over and their families, at \$903.55 for single coverage and \$1809.72 for family coverage.
 - Blue Cross and Blue Shield Medicare Advantage Classic with Rx option 2 for Medicare-eligible retirees and spouses who reside anywhere in the United States (Blue Cross has formed a national provider network and is no longer restricted to certain counties in the State of Minnesota), at \$216.00 for single coverage and \$432.00 for family coverage.
 - Blue Cross and Blue Shield Medicare Advantage Standard Preferred Provider Organization with Blue Rx for Medicare eligible retirees and spouses who reside anywhere in the United States at \$277.20 for single coverage and \$554.40 for family coverage.
3. Authorize the County Manager to execute the 2022 contract renewals with HealthPartners and Blue Cross and Blue Shield.

5. Extension of Select Contracts for Aging and Disability Case Management Services [2021-493](#)

Sponsors: Social Services

1. Approve contract extensions of 24 Social Services contracts for aging and disability case management services through March 31, 2022.
2. Authorize the County Manager to execute the contract extensions, in a form approved by the County Attorney's Office.

6. Single Source Agreement with EcoConsilium for Technical Assistance for the School Waste Reduction and Recycling Program [2021-491](#)

Sponsors: Public Health

1. Approve the single source agreement with EcoConsilium, Inc., 8457 Meadow Lake Road North, New Hope, Minnesota, 55428, for technical assistance services for the School Waste Reduction and Recycling Program for the period of October 1, 2021 through December 31, 2023, with the option to renew for one additional two-year period, in a not-to-exceed amount of \$400,000.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

7. Grant Award from Minnesota Department of Human Services to Provide Opiate Treatment and Care Coordination for African American and American Indian Residents [2021-498](#)

Sponsors: Public Health

1. Ratify the submittal of the grant application to the Minnesota Department of Human Services in the amount of \$446,995 to provide opiate treatment and care coordination for African American and American Indian residents.
2. Accept a grant award and approve a grant agreement with the Minnesota Department of Human Services to provide opiate treatment and care coordination for African American and American Indian residents for the period of October 1, 2021 through September 29, 2022, in the amount of \$446,995.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

8. School Waste Reduction and Recycling Grant Program for 2022-2023

[2021-500](#)

Sponsors: Public Health

1. Approve the Ramsey County School Waste Reduction and Recycling Grant Program for the years 2022-2023.
2. Authorize the County Manager to execute grant agreements and amendments with eligible school districts and charter schools as required for the grant program, in a form approved by the County Attorney's Office.

9. 2022-2023 Recycling & Energy Board Joint Activities Budget

[2021-492](#)

Sponsors: Public Health

Accept and approve the 2022-2023 Ramsey/Washington Recycling & Energy Board Joint Activities Budget as recommended by the Ramsey/Washington Recycling & Energy Board.

10. Certification of Property Assessed Clean Energy (PACE) Charges for Energy Improvements

[2021-490](#)

Sponsors: Community & Economic Development

1. Ratify the removal of the special assessment on the following property:
Owner: Minnesota Cameroon Community
Property Address: 1020 Bandana Blvd. W, Saint Paul, MN 55108
PIN: 27.29.23.13.0040
Assessment Request: \$250,000
Interest Rate: 5.0%
Interest Starts Accruing: 01/01/2019
Term: 10 years
2. Request the County Auditor to extend the proposed special assessment plus interest on the following property:
Owner: Arden Hills RE, LLC
Property Address: 3565 Pine Tree Drive, Arden Hills
PIN: 34-30-23-12-0010
Project Type: Energy efficiency on new construction.
Assessment Request: \$9,661,690.00
Interest Rate: 5.95 %
Interest Starts Accruing: 01/01/2024
Finance Period: 20 years

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

3. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to ratify the removal of the previously approved assessment for Minnesota Cameroon Community and to extend the assessment for Arden Hills RE, LLC on the property tax lists of the County.

11. Pipeline Right of Entry Agreement with the Metropolitan Council in Long Lake Regional Park [2021-478](#)

Sponsors: Parks & Recreation

1. Approve a Right of Entry Agreement with the Metropolitan Council for access to Long Lake Regional Park for the completion of a sanitary improvement project.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to approve and execute amendments to extend the term of the access agreement in accordance with the provisions of the agreement and with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

12. Contract with T.A. Schifsky & Sons, Inc. for Parks & Recreation Bituminous Project [2021-488](#)

Sponsors: Parks & Recreation

1. Approve the selection of and contract with T.A. Schifsky & Sons, Inc., 2370 Hwy 36 North, Saint Paul, MN 55109 for Parks & Recreation construction services for the period of September 22, 2021 through December 31, 2022, in the amount of \$914,854.
2. Authorize the Chair and the Chief Clerk to execute the contract.
3. Authorize the County Manager to approve and execute amendments and change orders to the contract in accordance with the county's procurement policies and procedures, provided sufficient funding is available for the project.
4. Authorize the County Manager to approve and execute agreements and contracts for additional CIP Bituminous Projects, in the amount of \$761,271, in accordance with the county's procurement policies and procedures.

13. Sale of Surplus Property - Rice Street/I-694 Interchange Project [2021-489](#)

Sponsors: Public Works

1. Approve the sale of the surplus property known as Parcel 14 Surplus, to the city of Vadnais Heights, Minnesota, in the amount of \$530,000.
2. Authorize the County Manager to approve and execute purchase agreements, settlements, closing documents, and other related real estate documentation associated with the sale of Parcel 14 Surplus, in a form approved by the County Attorney's Office.

POLICY ITEMS**14. Emergency Communications Budget Presentation** [2021-541](#)

Sponsors: Emergency Communications

None. For information and discussion only.

15. Funding for Ramsey County's Racial Equity and Community Engagement Response Team to Advance Racial and Health Equity Through the American Rescue Plan Act [2021-512](#)

Sponsors: Board of Commissioners

1. Approve \$2.72 million of American Rescue Plan Act funds to support Racial Equity and Community Engagement Response Team initiatives through 2022.
2. Authorize the County Manager to enter into agreements and contracts and 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.
3. Authorize the County Manager to establish a project account for Racial Equity and Community Engagement Response Team initiatives and transfer related expenses and revenue, including any previously incurred expenses and recognized revenue.
4. Approve extending the existing Trusted Cultural Community Messenger and Connector contracts ending December 31, 2021 to December 31, 2022.
5. Authorize the County Manager to approve and execute amendments to the Trusted Cultural Community Messenger and Connector contracts ending December 31, 2021 to December 31, 2022.

16. Certification of the Maximum Levy for the Proposed 2022 Property Tax Notices [2021-497](#)

Sponsors: Finance

Approve the proposed maximum tax levy to finance the 2022 budget in the amount of \$338,743,612. The breakdown between General County and Library levy is as follows:

General County	\$323,876,112
Library	<u>\$14,867,500</u>
Total	\$338,743,612

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

Following County Board Meeting:

Housing and Redevelopment Authority Meeting: Council Chambers – Courthouse Room 300

Regional Railroad Authority Meeting: Council Chambers – Courthouse Room 300

12 p.m. Joint County-Courts Meeting - public access via Zoom:

<https://zoom.us/j/94865832400?pwd=cmdUaHQ0eWR3VkpoRXoxaEk0TFF0dz09>

Webinar ID: 948 6583 2400 | Passcode: 642707 | Phone: 651-372-8299

Advance Notice:

September 28, 2021 County board meeting – Council Chambers

October 5, 2021 County board meeting – Council Chambers

October 12, 2021 County board meeting – Council Chambers

October 19, 2021 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

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

Item Number: 2021-427

Meeting Date: 9/21/2021

Sponsor: County Manager's Office

Title

Agenda of September 21, 2021 is Presented for Approval.

Recommendation

Approve the agenda of September 21, 2021.



Board of Commissioners

Request for Board Action

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

Item Number: 2021-432

Meeting Date: 9/21/2021

Sponsor: County Manager's Office

Title

Minutes from September 7 2021 are Presented for Approval

Recommendation

Approve the September 7, 2021 Minutes.

Attachments

1. September 7, 2021 Minutes

Board of Commissioners Minutes

September 7, 2021 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:02 a.m. with the following members present: Frethem, MatasCastillo, McDonough, McGuire, Reinhardt, and Chair Carter. Absent: Ortega. 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, and Reinhardt
Absent: Ortega

PLEDGE OF ALLEGIANCE

1. Agenda of September 7, 2021 is Presented for Approval. [2021-424](#)

Sponsors: County Manager's Office

Approve the agenda of September 7, 2021.

Motion by McGuire, seconded by Reinhardt. Motion passed.

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

Absent: Ortega

2. Minutes from August 24, 2021 are Presented for Approval [2021-430](#)

Sponsors: County Manager's Office

Approve the August 24, 2021 Minutes.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

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

Absent: Ortega

COVID UPDATE

Presented by County Manager Ryan O'Connor, Sara Hollie, Director - Public Health, Dr. Ogawa, Medical Director - Public Health, and Laura Andersen, Deputy Incident Commander - Public Health. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

3. Terms of Collective Bargaining Agreement with Law Enforcement Labor [2021-461](#)
Services #349 Emergency Communications Center
Dispatchers/Telecommunicators for the Year 2021

Sponsors: Human Resources

1. Approve the terms of the collective bargaining agreement with Law Enforcement Labor

Services #349 for the year 2021.

2. Authorize the Chair and the County Manager to execute the agreement.

Motion by Reinhardt, seconded by McDonough. Motion passed.

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

Absent: Ortega

Resolution: B2021-185

5. Renewal of Employee/Retiree Dental and Employee Life & Disability Insurance Plans for 2022 [2021-457](#)

Sponsors: Human Resources

1. Approve renewal of the contract with HealthPartners, 8170 33rd Avenue South, Minneapolis, Minnesota 55440, for dental insurance for active employees and retirees for Plan Year 2022, at a 3% rate increase with no plan design changes resulting in premiums of \$44.68 for Single coverage and \$99.59 for Family coverage.
2. Approve renewal of the contract with Minnesota Life, 400 Robert Street North, St. Paul, Minnesota 55101, for County-paid Basic Life insurance, and employee-paid Optional Employee and Spouse Life, Dependent Life and Accidental Death & Dismemberment insurance for Plan Year 2022 at a 0% rate increase with no plan design changes.
3. Approve renewal of the contract with National Insurance Services of Wisconsin, Inc., 14852 Scenic Heights Road #210, Eden Prairie, Minnesota 55344, for County-paid Basic Long-Term Disability and employee-paid Optional Long-Term Disability and employee-paid Short-Term Disability insurance for Plan Year 2022 at a 0% rate increase with no plan design changes.
4. Authorize the County Manager to execute the 2022 contract renewals with HealthPartners, Minnesota Life and National Insurance Services of Wisconsin.

Motion by Reinhardt, seconded by McDonough. Motion passed.

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

Absent: Ortega

Resolution: B2021-186

10. Seventh Amendment to the Office Lease Agreement with Spruce Tree Centre, LLP. [2021-449](#)

Sponsors: Property Management and Community Corrections

1. Approve the Seventh Amendment to the Office Lease Agreement with Spruce Tree Centre, LLP, 1600 University Avenue, Saint Paul, MN 55104, for space in the Spruce Tree Centre located at 1600 University Avenue, Saint Paul, MN 55104 for the period of November 1, 2021 through October 31, 2026.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.
3. Authorize the County Manager to execute the five-year renewal option in accordance with the general terms and conditions of the amended lease.

Motion by Reinhardt, seconded by McDonough. Motion passed.

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

Absent: Ortega

Resolution: B2021-187

11. Name Change of the Intellectual and Developmental Disabilities Committee [2021-455](#)

Sponsors: Social Services

Approve the name change of the Intellectual and Developmental Disabilities Committee to "Disability Support and Services Committee."

Motion by Reinhardt, seconded by McDonough. Motion passed.

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

Absent: Ortega

Resolution: B2021-188

12. Appointments to Board of Directors of Minnesota Landmarks

[2021-466](#)

Sponsors: Board of Commissioners

Approve the following appointments to the Board of Directors of Minnesota Landmarks:

Board of Directors (reappointments) - three-year terms to expire in 2024:

Commissioner Rafael Ortega

Imani Jaafar

Scott Knudson

Eric Larson

Board of Director (new appointments) - three-year terms to expire in 2024:

The Honorable Donovan Frank

Lyssa Washington

Board of Directors - terms to expire with office:

Mariam DeMello - for Mayor Melvin Carter

Judy Swanholm - Landmark Center Volunteer Association President

Officers of the Board of Directors of Minnesota Landmarks for 2021-2022:

Chairman - Scott Knudson

Vice Chairman - Tom Boyd

Secretary - Manny Castillo

Treasurer - Mike Fogal

Assistant Treasurer - Helen Wagner

Motion by Reinhardt, seconded by McDonough. Motion passed.

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

Absent: Ortega

Resolution: B2021-189

13. Cancellation of Board Meetings in Fourth Quarter 2021

[2021-467](#)

Sponsors: Board of Commissioners

Cancel the Ramsey County board meetings of December 7 and December 28, 2021.

Motion by Reinhardt, seconded by McDonough. Motion passed.

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

Absent: Ortega

Resolution: B2021-190

14. July 2021 Report of Contracts, Grant and Revenue Agreements, Emergency Purchases, Sole Source, Single Source Purchases and Final Payments.

[2021-464](#)

Sponsors: Finance

Accept the monthly report of contracts, grant and revenue agreements, emergency purchases, sole source and single source purchases and final payments for the month of July 2021.

Motion by Reinhardt, seconded by McDonough. Motion passed.

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

Absent: Ortega

Resolution: B2021-191

4. Renewal of Active Employee and Early Retiree Medical Insurance Contract with HealthPartners for 2022 [2021-456](#)

Sponsors: Human Resources

1. Approve renewal of the contract with HealthPartners Inc., 8100 34th Avenue South, Minneapolis, Minnesota, 55440, to continue the HealthPartners Distinctions plan for Active Employees and Early Retirees for Plan Year 2022 at an 8% premium increase absent any plan design changes resulting in a premium of \$1,012.17 for single coverage and \$2,412.21 for family coverage.
2. Authorize the County Manager to execute the 2022 contract renewal with HealthPartners.

Discussion can be found on archived video.

Motion by Reinhardt, seconded by MatasCastillo. Motion passed.

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

Absent: Ortega

Resolution: B2021-192

6. Grant Award from Minnesota Housing Association for Family Homelessness Prevention and Assistance Program [2021-462](#)

Sponsors: Housing Stability

1. Ratify the submittal of the grant application to the Minnesota Housing Association, Family Homeless Prevention and Assistance Program in the amount of \$3,962,171.
2. Accept a grant award from and approve a grant agreement with the Minnesota Housing Association for Family Homelessness Prevention and Assistance Program for the period of October 1, 2021 through September 30, 2023 in the amount of \$3,087,500.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the grant funding.

Discussion can be found on archived video.

Motion by MatasCastillo, seconded by McDonough. Motion passed.

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

Absent: Ortega

Resolution: B2021-193

7. Site Agreement and Service Fee Addendum with ServeMinnesota to Host and Support Housing Resource Members [2021-463](#)

Sponsors: Housing Stability

1. Approve the Site Agreement and Service Fee Addendum with Reading and Math, Inc. (ServeMinnesota) AmeriCorps for 20 Housing Resource Navigators for the Housing Stability Department for the period of September 13, 2021 to August 31, 2022 in the

amount of \$200,000.

2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute any future addendums to agreements.

Discussion can be found on archived video.

Motion by MatasCastillo, seconded by McDonough. Motion passed.

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

Absent: Ortega

Resolution: B2021-194

8. Master Agreement with Network Communications International Corporation dba NCIC Inmate Communications for Video Visitation Services [2021-454](#)

Sponsors: Sheriff's Office

1. Approve the selection of and the Master Agreement with Network Communications International Corporation dba NCIC Inmate Communications, 607 East Whaley Street, Longview, Texas 75601 for video visitation services for the period of September 7, 2021 through September 6, 2024 with the option to be renewed for two (2) additional one (1) year periods for a total of five years, in accordance with the rates established in the Master Agreement.
2. Authorize the Chair and Chief Clerk to execute the Master Agreement.
3. Authorize the County Manager to execute amendments to the Master Agreement in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of available funding.

Motion by McDonough, seconded by MatasCastillo to bring item to the table for discussion.

During the discussion, a motion was made by McDonough, seconded by MatasCastillo to withdraw their original motion in order to table item until September 21, 2021. After a final vote, the item was tabled.

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Absent: Ortega

9. Grant Application to the Department of Employment and Economic Development for Transportation and Economic Development Infrastructure funding for the Rice Street Revitalization Project [2021-453](#)

Sponsors: Public Works

1. Authorize the County Manager to submit a grant application to the Department of Employment and Economic Development for Transportation and Economic Development Infrastructure (TEDI) funding for the Rice Street Revitalization Project, in the amount of \$9,645,000.
2. Certify the following grant requirements per the Transportation and Economic Development Infrastructure (TEDI):
 - a) Ramsey County will act as the legal sponsor for project contained in the TEDI Program Application and the county supports the submittal of the application to the Department of Employment and Economic Development (DEED) for funding of this project.
 - b) Ramsey County has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure matching funds, adequate construction, operation, maintenance and replacement of the proposed project for its design life.
 - c) Ramsey County has not violated any Federal, State or local laws pertaining to fraud,

bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

- d) Upon approval of its application by the state, Ramsey County may enter into an agreement with the State of Minnesota for the above referenced project, and that it will comply with all applicable laws and regulations as stated in all contract agreements.
 - e) Ramsey County has committed \$9,645,000 in funding towards the local match requirement. Those funds will come from the Ramsey County 2021-2025 Transportation Improvement Program (TIP).
 - f) Ramsey County confirms that all funding necessary for the project is secured and Ramsey County will provide funds to complete the project.
 - g) Ramsey County will repay the grant if milestones are not realized by the completion date identified in the Application.
 - h) Ramsey County certifies that it will comply with all applicable laws, regulations, and rules of the Application.
 - i) Sources and uses, private investors, equity, and other financing commitments represented in the grant document are accurate.
 - j) Ramsey County does not have an actual or potential conflict of interest associated with the proposed project or TEDI grant funds to be obtained by DEED for this project. If at any time after submission of this grant request, Ramsey County discovers a conflict of interest, Ramsey County will disclose that conflict immediately to the appropriate agency or grant program personnel.
3. Direct staff to return to the County Board for approval if grant is awarded.

Discussion can be found on archived video.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

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

Absent: Ortega

Resolution: B2021-195

POLICY ITEM

- 15.** Funding for Ramsey County's Racial Equity and Community Engagement Response Team to Advance Racial and Health Equity through the American Rescue Plan Act

[2021-499](#)

Sponsors: County Manager's Office

None. For information and discussion only.

Presented by Prince Corbett, Racial and Health Equity Administrator, and Ling Becker, Director - Workforce Solutions. 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 11:38 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2021-509

Meeting Date: 9/21/2021

Sponsor: Communications & Public Relations

Title

Proclamation: 2021 Farm Family of Ramsey County

Attachments

1. Proclamation

Proclamation

WHEREAS, R&R Cultivation is a local grower that specializes in organic, gourmet mushrooms located in Roseville, Minnesota; and

WHEREAS, R&R Cultivation owner and Twin Cities native Nick Robinson was drawn into the world of sustainable living and urban farming through his friend, Lance Ramm and the two began their first grow in 2018; and

WHEREAS, Robinson and Ramm started to sell at local farmers markets with tremendous success beginning in 2019 and soon were ready to increase their mushroom production eightfold and expand into a warehouse operation; and

WHEREAS, In two short years, the friends took R&R Cultivation from a small, basement operation to a fully-scaled urban farm; and

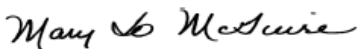
WHEREAS, R&R Cultivation co-founders Nick Robinson and Lance Ramm believe that organic, sustainably produced, wholesome, fresh, nutritious mushrooms cultivated with love with the support of family and friends and proudly sold through local co-ops, farmers markets and Twin Cities grocers should be accessible to everyone; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares September 21 as R&R Cultivation Day in Ramsey County; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners, along with the Ramsey County Extension Committee, congratulates R&R Cultivation in its selection as the University of Minnesota Extension's 2021 Farm Family of Ramsey County.



Toni Carter, Board Chair, District 4



Mary Jo McGuire, Commissioner, District 2



Rafael E. Ortega, Commissioner, District 5



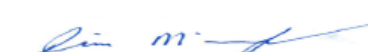
Victoria Reinhardt, Commissioner, District 7



Nicole Frethem, Commissioner, District 1



Trista MatasCastillo, Commissioner, District 3



Jim McDonough, Commissioner, District 6



Ryan T. O'Connor, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2021-484

Meeting Date: 9/21/2021

Sponsor: Human Resources

Title

2022 Regular Retiree Medical Insurance Renewal

Recommendation

1. Approve the renewal of HealthPartners Inc., 8170 33rd Avenue South, Bloomington, Minnesota 55425 and Blue Cross and Blue Shield of Minnesota, PO Box 64560, St. Paul, Minnesota, 55164 as the medical insurance carriers for Regular Retirees of Ramsey County and other participating public entities for plan year 2022, renewable annually through 2023.
2. Approve the following plans and monthly rates for Retirees for 2022:
 - HealthPartners Journey Medicare Advantage Plan for Medicare-eligible retirees and spouses/dependents who reside in the HealthPartners Journey service area, at \$290.40 for single coverage and \$580.80 for family coverage.
 - HealthPartners Retiree National Choice Supplemental Plan for Medicare-eligible retirees and spouses/dependents who reside in the United States outside of the Journey service area, at \$290.40 for single coverage and \$580.80 for family coverage.
 - HealthPartners Major Medical with enrollment restricted to non-Medicare-eligible retirees age 65 and over and their families, at \$903.55 for single coverage and \$1809.72 for family coverage.
 - Blue Cross and Blue Shield Medicare Advantage Classic with Rx option 2 for Medicare-eligible retirees and spouses who reside anywhere in the United States (Blue Cross has formed a national provider network and is no longer restricted to certain counties in the State of Minnesota), at \$216.00 for single coverage and \$432.00 for family coverage.
 - Blue Cross and Blue Shield Medicare Advantage Standard Preferred Provider Organization with Blue Rx for Medicare eligible retirees and spouses who reside anywhere in the United States at \$277.20 for single coverage and \$554.40 for family coverage.
3. Authorize the County Manager to execute the 2022 contract renewals with HealthPartners and Blue Cross and Blue Shield.

Background and Rationale

Ramsey County is currently in the third year of contracts for Regular Retiree medical insurance that were awarded through a Request for Proposals process in 2018. Regular Retirees are those employees who have reached age 65 or are receiving Medicare A and B due to disability. The contracts are renewable for two additional one-year periods through 2023. No plan design changes were requested by the county for the 2022 plan year.

For 2022 HealthPartners has expanded the coverage area for the Journey plan from 50 Minnesota counties to now 60 counties across the State. Any Medicare-eligible retirees living in the Journey plan coverage area are able to enroll in this expanded area plan. HealthPartners continues to offer the Journey and Retiree National Choice plans with the same level of benefits. While both the Journey and Retiree National Choice plans allow access to any medical provider that accepts Medicare, the Journey plan also provides a defined network of medical providers from which plan participants may choose. Both the Journey and Retiree National plans have the same monthly premium charge for plan participation.

Blue Cross and Blue Shield (BCBS) has enhanced its Medicare Advantage plans by networking with other BCBS plans across the country to form a national provider network. The Blue Cross Classic plan will see a 4.8% premium increase in 2022 and the Blue Cross Standard plan will see a 3.8% premium increase. The Classic plan did reduce its requirements for the annual out of pocket maximum to \$3,000.00 and reduced the co-pay and co-insurance amounts for many of the covered services in the plan. The Standard plan also reduced its co-pay and co-insurance amounts for the 2022 plan year.

Proposed renewals are as follows:

- HealthPartners Journey Medicare Advantage Plan for Medicare-eligible retirees and spouses/dependents who reside in the HealthPartners Journey service area. The Journey Plan is available in 60 counties in Minnesota. This plan along with the HealthPartners Retiree National Choice plan are the only options for those regular retirees who have a spouse or dependent who is not Medicare eligible but is eligible for coverage under the HealthPartners Distinctions plan. Rates for the Journey plan are increasing slightly in 2022 to \$290.40 for single coverage (*currently \$284.70*) and \$580.80 for family coverage (*currently \$569.40*).
- HealthPartners Retiree National Choice Supplemental Plan for Medicare-eligible retirees who reside anywhere in the United States outside of the Journey plan service area. This plan along with the HealthPartners Journey plan are the only options for those regular retirees who have a spouse or dependent who is not Medicare eligible but is eligible for coverage under the HealthPartners Distinctions plan. Rates for the Retiree National Plan are increasing slightly in 2022 to \$290.40 for single coverage (*currently \$284.70*) and \$580.80 for family coverage (*currently \$569.40*).
- HealthPartners Major Medical plan with enrollment restricted to those Regular Retirees 65 and over and their families who are ineligible for Medicare. Rates for the Major Medical Plan are increasing 8% based on a rate cap guarantee agreed to under the HealthPartners medical plan for Active Employees and Early Retirees approved by the Board on August 21, 2018 (Resolution #B2018-277). Rates for HealthPartners Major Medical insurance in 2022 are \$903.55 for single coverage (*currently \$836.62*) and \$1,809.72 for family coverage (*currently \$1,675.67*) with a rate cap not to exceed 9% in place for 2023.
- Blue Cross and Blue Shield Medicare Advantage Classic with Rx Option 2 for Medicare-eligible retirees and spouses who reside anywhere in the United States. This is an alternative, lower cost, Medicare Advantage plan with higher copays for most medical services, a higher out-of-pocket maximum but a lower drug cost for basic prescription medications. There is no preventative dental coverage with this plan. Rates for the Advantage Classic with Rx Option 2 are increasing by 4.8% in 2022 to \$216.00 for single coverage (*currently \$206.00*) and \$432.00 for family coverage (*currently \$412.00*).
- Blue Cross and Blue Shield Medicare Advantage Standard PPO with Blue Rx for Medicare-eligible retirees and spouses who reside anywhere in the United States. This is a higher premium Medicare Advantage plan, providing lower copays for most medical services. There is no preventative dental coverage under this plan. Rates for the Advantage Standard PPO with Blue Rx are increasing by 3.8% in 2022 to \$277.20 for single coverage (*currently \$267.00*) and \$554.40 for family coverage (*currently \$534.00*).

More information on retiree benefits can be found on RamseyNet as well as posted on ramseycounty.us as the open enrollment period for retiree medical approaches for the 2022 plan year.

County Goals (Check those advanced by Action)

☐ Well-being☐ Prosperity☐ Opportunity☒ Accountability**Racial Equity Impact**

The existence of a comprehensive benefits package that remains affordable for all benefits eligible employees/retirees helps to attract and retain a diverse and talented workforce. Access to alternative types of care and the availability of language assistance services provides covered employees/retirees with necessary resources to obtain care that is viewed as culturally appropriate and effective.

Community Participation Level and Impact

Community participation beyond informing is not applicable for this action.

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

There are sufficient funds in the county's Other Post Employment Benefit (OPEB) fund to cover the 2022 anticipated insurance cost for this program. For the current year, it is estimated that the cost for this benefit will be close to \$11,500,000.

County Manager Comments

No additional comments.

Last Previous Action

On August 21, 2018, the Ramsey County Board authorized a five-year contract with HealthPartners and Blue Cross and Blue Shield for Retiree medical insurance (Resolution B2018-245).

Attachments

1. None.

Board of Commissioners

Request for Board Action

Item Number: 2021-493

Meeting Date: 9/21/2021

Sponsor: Social Services

Title

Extension of Select Contracts for Aging and Disability Case Management Services

Recommendation

1. Approve contract extensions of 24 Social Services contracts for aging and disability case management services through March 31, 2022.
2. Authorize the County Manager to execute the contract extensions, in a form approved by the County Attorney's Office.

Background and Rationale

The Social Services department is seeking approval of an extension of selected contracts beyond the five-year term limit as set forth in the Ramsey County Administrative Code. The reason for this request is two-fold. To prevent service interruption with nearly 7,000 residents who are receiving services on current contracted service agreements; and to thoroughly engage with residents who experience the case management services and the social services system in the current and ongoing Request for Proposal (RFP) for aging and disability case management services.

Social Services anticipates that multiple new providers could be selected during the current RFP evaluation process. Given that over 7,000 aging and disability service clients are currently being served through our contracted service providers, it is imperative that service interruption is prevented, a smooth client transition plan is developed, and match process occurs if a change in service providers is needed upon the completion of the current RFP process.

Social Services expects the client transition process will need to occur over a period of several months to take into account client needs, provider transitions, new staff hiring, and development of processes and procedures, all which need to occur in the midst of the ongoing pandemic. The requested contract extension will allow Social Services to ensure there is no interruption of services during the remaining RFP contract selection process and client transition period.

In terms of the current competitive solicitation RFP for aging and disability case management services, an unusually large number of responses were received. The increased interest by service providers resulted in the submission of 42 proposals. The large RFP response reflects a concerted outreach effort by Social Services to expand the number of proposals from a wide range of organizations, including culturally specific agencies, community-based organizations, as well as existing providers of aging and disability case management services.

Social Services was responsive to input from the community to allow for more extensive community participation into the procurement process. As a result, Social Services purposefully reached out to members of the aging and disability services community to obtain their input, engagement, and participation with the solicitation process. This included conducting virtual town hall meetings to get input into future service delivery, increased community outreach to publicize the RFP, and the selection of nine evaluators from diverse

backgrounds and lived experiences related to disability services to review the proposals. The resulting RFP evaluation panel includes representatives of the community receiving services, caregivers, individuals with experience providing aging and disability case management services, and county staff with relevant programmatic experience.

In order to adequately review the large number of proposals received, and incorporate input from the evaluation panel in an engaging, respectful and responsible manner, an extended proposal review, discussion and evaluation period has been necessary. Multiple evaluation panel meetings have been established to allow adequate time to score all proposals received. The proposals are being reviewed with a resident-first lens and in a manner that ensures race and health equity issues are thoroughly addressed. In addition, Social Services has found that convening a large evaluation panel for multiple meetings throughout the COVID-19 pandemic has required being more adaptive and flexible in standard business processes and planning.

The following is a list of selected contracts that have been identified for contract extensions: (approximately \$652,745 annually)

Alternative Care / Elderly Waiver Services:

1. Keystone Community Services, 2000 St. Anthony Avenue, St. Paul, MN 55104
2. Pinnacle Services, Inc., 724 Central Avenue, Minneapolis, MN 55414
3. Shakir Consulting Services, LLC, 310 E. 38th St., Suite 325, Minneapolis, MN 55409
4. Thomas Allen, Inc., 1550 Humboldt Avenue, West St. Paul, MN 55118

Disability Case Management Services:

1. AXIS Healthcare, LLC, 710 East 24th St., Suite 400, Minneapolis, MN 55404
2. Catholic Charities of the Archdiocese of St. Paul and Minneapolis, 1200 2nd Avenue South, Minneapolis, MN 55403
3. Dungarvin Minnesota LLC, 1444 Northland Drive, Suite 100, Mendota Heights, MN 55120
4. Fraser, 2400 West 64th Street, Minneapolis, MN 55423
5. HandyHelp LLC, 500 Grotto Street North, St. Paul, Minnesota, 55104
6. Jewish Family Services of St. Paul, 1633 West 7th Street, St. Paul, MN 55102
7. Keystone Community Services, 2000 St. Anthony Ave., St. Paul, MN 55104
8. Meridian Services, Inc., 9400 Golden Valley Road, Golden Valley, MN 55427
9. Minnesota Brain Injury Alliance, 2277 Highway 36 West, Suite 200, Roseville, MN 55113
10. People Incorporated, 2060 Centre Pointe Blvd., Suite 3, St. Paul, MN 55120
11. Phoenix Service Corporation, 330 Maria Avenue East, West St. Paul, MN 55118
12. Pinnacle Services, Inc., 724 Central Avenue, Minneapolis, MN 55414
13. Redeemer Services, Inc., 6053 Hudson Road, #170, Woodbury, MN 55125
14. Thomas Allen, Inc., 1550 Humboldt Avenue, West St. Paul, MN 55118

Culturally Specific Disability Case Management Services:

1. Bestview Care Options, LLC, 1241 Matilda St., St. Paul, MN 55117
2. Hekima Cultural and Consulting Services, LLC, 2225 White Bear Avenue North, Suite 3, St. Paul, MN 55109
3. Hmong American Partnership, 1075 Arcade Street, St. Paul 55106
4. Kindred Services, LLC, 1552 White Bear Ave., St. Paul, MN 55106
5. Minnesota Care Counseling Services, Inc., 3355 Hiawatha Ave., Minneapolis, MN 55406
6. Shakir Consulting Services, LLC, 310 E. 38th St., Suite 325, Minneapolis, MN 55409

County Goals (Check those advanced by Action)

☒ Well-being☒ Prosperity☒ Opportunity☐ Accountability**Racial Equity Impact**

Contracted client services help support the county's goal to strengthen individual, family and community health, safety and well-being through effective safety-net services, innovative programming, prevention and early intervention, and environmental stewardship. The contract extension will provide an additional opportunity to design community-centered contracts and allow the further development of a network of culturally responsive providers to meet the needs of residents disproportionately impacted by race.

Community Participation Level and Impact

The contracted client services provide essential services to address the needs of residents. The original solicitation and development of several of these contracts had limited involvement from the community when they were initially completed. This contract extension allows for more community participation into the RFP evaluation and selection process and will provide adequate time for an orderly client transition phase as a result of changes in contracted service providers.

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

The identified contracted services are included in the Social Services department's 2021 Operating Budget. The total approximate annual budget for these services is \$652,745. This extension does not impact the budget for these services.

County Manager Comments

No additional comments.

Last Previous Action

On December 3, 2019, the County Board approved entering into agreements as a result of solicitations and executing amendments to the agreements provided the amounts were within the budget (Resolution B2019-284).

On December 18, 2018, December 20, 2016 and December 22, 2015, the County Board approved the issuance of solicitations, entering into resulting agreements, and executing amendments to agreements provided the amounts were within budget (Resolutions B2018-339, B2016-335 and B2015-415).

Attachments

1. None

Board of Commissioners

Request for Board Action

Item Number: 2021-491

Meeting Date: 9/21/2021

Sponsor: Public Health

Title

Single Source Agreement with EcoConsilium for Technical Assistance for the School Waste Reduction and Recycling Program

Recommendation

1. Approve the single source agreement with EcoConsilium, Inc., 8457 Meadow Lake Road North, New Hope, Minnesota, 55428, for technical assistance services for the School Waste Reduction and Recycling Program for the period of October 1, 2021 through December 31, 2023, with the option to renew for one additional two-year period, in a not-to-exceed amount of \$400,000.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Background and Rationale

The Ramsey County Solid Waste Management Master Plan ("Master Plan") guides public and private activities related to waste management for the period of 2018-2038 and outlines county actions over the current six-year period, 2018-2024.

The Master Plan contains several strategies related to waste reduction and recycling in schools including a strategy that all public K-12 schools have robust and stable recycling and organics programs. In addition, schools are required by state statute to have recycling programs.

To support this, the Master Plan provides for the continuation of technical assistance and grant funding to schools.

School recycling programs educate future generations about the importance of waste reduction, recycling, and overall environmental stewardship. Recycling helps schools save on disposal costs and taxes associated with solid waste disposal. Ramsey County has long supported opportunities for waste reduction, recycling and organics management in schools.

EcoConsilium offers a full spectrum of waste diversion consulting services and has provided waste reduction, recycling and organics diversion technical assistance to Ramsey and Washington Counties since 2003. EcoConsilium currently holds a contract with Ramsey/Washington Recycling & Energy ("R&E") to provide technical assistance for private and small charter schools in Ramsey and Washington Counties. R&E is governed by the joint powers Ramsey/Washington Recycling & Energy Board, which is comprised of commissioners from the two counties. Through R&E, the counties strive to best protect health and the environment to meet the state's 75% recycling goal.

Public Health is seeking a single source contract with EcoConsilium to provide the same waste reduction, recycling, and organics diversion technical assistance for the remaining schools in the county that are not serviced under the R&E contract, which includes the public-school districts and the larger charter schools.

From 2012 to 2020, EcoConsilium provided technical assistance to schools through the Ramsey County Public Entity Innovation grant (PEIG) program. For the period May 1, 2020 through September 30, 2021, EcoConsilium provided technical assistance to schools through a sole source agreement. As there is a need to extend the project timelines, an additional single source contract with EcoConsilium is necessary to provide for the continuity in the school waste reduction and recycling programming in the schools across the county, and as a cost and time saving measure for the county.

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

Ramsey County is the most racially and ethnically diverse county in the state. The public and charter schools in the county are made up of a very diverse student body, with over 126 languages and dialects spoken in the schools. Many of the charter schools are geared towards a specific racial, ethnic, or cultural group. One grant application from a charter school with a predominantly East African student body emphasized the needs of its specific community regarding recycling and waste reduction. This grantee was adamant about creating a recycling education framework that both aligned with their values and was representative of their student body, pointing to the school's engagement of their students and their families to understand their needs. By offering resources to the public-school districts and charter schools, the county is reaching many racially and ethnically diverse communities it might not otherwise reach for waste reduction and prevention messaging.

Community Participation Level and Impact

Community partnership and participation is integral to the School Waste Reduction and Recycling Program. The program was designed with the direct participation of school stakeholders, including school administration and facility staff. Three facilitated stakeholder group meetings were held prior to the development of the grant program. Stakeholders provided input, ideas and suggestions, as well as identified their vision and objectives for implementation. One product of this participation was the development of the school recycling best practices continuum and the identified need for technical assistance to guide the schools through the continuum. As part of the launch of the grant program, a school recycling advisory board, made up of these same stakeholders, was established and continues to meet quarterly. In addition, educators/teachers were engaged regarding recycling and waste reduction lesson plans for both Ramsey and Washington Counties. Two listening sessions were held and over 1500 surveys were sent out in the two counties to engage educators in what they need in lesson plans regarding recycling and waste reduction. This feedback informed the recycling and waste reduction lesson plans being created. Whenever possible, students are engaged in the program development. For example, one school's student green team was instrumental in assisting with the grant application and resulting program implementation. Although the pandemic has made it difficult to engage with community at an optimal level, further community engagement opportunities with students and parents will continue to be pursued.

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

The total cost of services under this agreement is in an amount not-to-exceed of \$400,000. Funding for this service is included in the proposed 2022-2023 Public Health budget, which includes the County Environmental Charge designated for school waste reduction and recycling technical assistance.

County Manager Comments

No additional comments.

Last Previous Action

On June 2, 2020, the County Board approved the Ramsey County School Waste Reduction and Recycling Program (Resolution B2020-116).

Attachments

1. Single Source Request
2. Agreement with EcoConsilium

Definitions

Single Source: A direct purchase of professional or client services from one particular contractor even though other competitive sources may be available. Having a contractor provide additional services based on the experience and knowledge they have gained, along with their unique talents, allows the county to advance important county initiatives while saving the county time and money.

Sole Source: A situation created due to the inability to obtain competition. May result because only one contractor possesses the unique ability or capability to meet the particular requirements of the solicitation.

Department Section

Department: PH555

Requisition ID: 0000022087

Requestor: JEAN.YEAGER

Date: April 14, 2021

Procurement Description: Technical Assistance for the School Waste Reduction and Recycling Program

Contractor Name: EcoConsilium

Contract Term (including renewals): October 2021 – December 31, 2025

Anticipated Contract Value (including renewals): \$400,000

1.

Is this a single or sole source request?

Single Source

2.

Select the good or service category:

Professional Services

3.

Will the purchase be made using grant, state and/or federal funding? No

4.

Describe in detail how this procurement meets either the single source or sole source definition:

EcoConsilium offers a full spectrum of waste diversion consulting services and has provided waste reduction, recycling and organics diversion technical assistance to Ramsey and Washington Counties since 2003. EcoConsilium currently holds a contract with Ramsey/Washington Recycling & Energy (R&E) to provide technical assistance for private and small charter schools in Ramsey and Washington Counties. R&E is governed by the joint powers Ramsey/Washington Recycling & Energy Board, which is comprised of commissioners from the two counties. Through R&E, the counties strive to best protect health and the environment to meet the state's 75% recycling goal. R&E views the waste stream as a resource stream and works to extract maximum value from discarded materials.

Through Resolution B2020-116, the Ramsey County Board of Commissioners authorized the current school grant program for the years 2020 and 2021. Due to the COVID-19 pandemic, many of the schools are behind anticipated timelines for recycling related projects as schools were closed for a

good portion of 2020. Public Health plans to request additional authority for the 2022-2023 and 2024-2025 budget periods to ensure there is adequate funding and time for the schools to complete these projects. As the project timelines will be extended, there is need for a new agreement with the contractor to continue providing technical assistance to the schools.

Ramsey County is seeking a single source contract with EcoConsilium to provide the same waste reduction, recycling and organics diversion technical assistance for the remaining schools in Ramsey County that are not serviced under the R&E contract, which includes the public school districts and the larger charter schools. From 2012 to 2020, EcoConsilium provided technical assistance to schools through the Ramsey County Public Entity Innovation grant (PEIG) program. For the period May 1, 2020 through September 30, 2021, EcoConsilium provided technical assistance to schools through a sole source agreement. As there is a need to extend the project timelines, an additional contract with EcoConsilium is necessary to provide for the continuity in the school waste reduction and recycling programing in the schools across the county, and as a cost and time saving measure for the county.

5.

What other contractors and/or goods or services did you consider before you arrived at your conclusion? List all findings.

Ramsey County currently has a contract with Foth Infrastructure & Environment, LLC for a technical assistance project, with a focus on municipalities, rather than schools. Foth does not provide the type of consulting services that are needed in the schools.

6.

List previous solicitations and/or contracts for these goods or services:

There have been no solicitations for these services. On April 16, 2020, a sole source request was approved. Contract PH001058 was entered into with EcoConsilium to provide services through September 30, 2021. There is a need for these services to continue beyond the original authority request.

7.

Explain how the contractor's cost is fair and reasonable.

Ramsey County has many contracts with consultants, including Foth Infrastructure & Environment, LLC. EcoConsilium's rates range from \$72 per hour for Recycling/Organics Education consultant to \$128 per hour for a Principal Consultant. Foth's rates range from \$95 to \$158 per hour. Their rate for consultants are approximately \$130 per hour. EcoConsilium's rates are within a similar range of these other consultants. A complete list of EcoConsilium's rates are included in the attached letter.

8.

Are there any conflict of interest that you are aware of related to this proposed acquisition? No

9.

Sole Source - Obtain documentation from the contractor to support its claim that it is the sole source contractor for this particular good or service and their quote. Documentation may be attached or forwarded to the Procurement Specialist.

10.

Yes, I certify that, to the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: JEAN.YEAGER
Date: April 29, 2021

Procurement Specialist Section

1. Is there a State Master contract available to CPV members for this purchase? ☐ Yes ☒ No

2. If yes, did the Department consider using the State Master contract? ☐ Yes ☐ No ☒ N/A

3. Is this a single source or sole source purchase?

☐ No Provide information about other available sources for the requested good or service (e.g., Master Agreement, names of contractors) and a solicitation recommendation.

☒ Yes State justification for single source or sole source classification:
This single source request will allow for the continuation of the school waste reduction and recycling programing. This program is currently being provided by EcoConsilium. Ramsey County Public Health – Environmental Health would like to keep the program going and provide their own funding with EcoConilium. This solicitation process has occurred in accordance with the County’s documented procurement procedures. There is no conflict of interest; therefore, it is federally compliant. I concur with this Single Source request.

☒ Yes I certify that, to the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: Karen Bollinger

Title: Principal Procurement Specialist

Date: 5/3/2021

Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Saint Paul – Ramsey County Public Health, 555 Cedar Street, Saint Paul, Minnesota, 55101 ("County") and EcoConsilium, Inc., 8457 Meadow Lake Road North, New Hope, Minnesota, 55428, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from October 01, 2021 through December 31, 2023 and may be renewed for up to one (1) additional two year period(s).

The full term of this agreement (including renewals) is 4 year(s), 3 month(s) and 0 day(s).

1.1.1.

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

2. Scope of Service

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

2.1.

The Contractor shall provide technical assistance, consultation and outreach services to targeted K-12 public and charter schools with student enrollments of 250 and larger located in Ramsey County to implement waste reduction, food waste prevention, recycling, organic waste recovery and cost-effective waste management system strategies.

In close coordination with County staff, the Contractor will:

1. Create a priority targeted list of K-12 public schools and charter schools to receive outreach services in 2021-2025.
2. Utilize the Schools Waste Reduction and Recycling Best Practices Continuum (Exhibit 1) to develop work scopes including programmatic efforts and budgets for targeted outreach services.
3. Provide technical assistance, consultation and outreach services to targeted K-12 public schools and charter schools (with 250+ student enrollments) in Ramsey County for the purpose of implementing and improving waste reduction, food waste prevention, recycling and organic waste management programs. Program options will include food-to-people, source separated organic waste management (SSOM), composting, food-to-livestock and other methods of managing organic waste, recycling collection systems, and cost-effective garbage hauling and disposal services.

Specific tasks include:

- Contact administrators and waste management decision makers for all schools on the priority list by telephone, mail, email, and/or in person. Introduce school personnel and decision makers to the concept of waste reduction, recycling and organic waste management best practices.
- Introduce school personnel and decision makers to the concept of food waste reduction and SSOM and explain service options in the local market including food-to-people, composting, food-to-livestock, and other available SSOM options.

- Provide schools information and educational materials on waste reduction, recycling and organics waste management options. Provide previously developed outreach tools, including financial analysis, examples of how other waste reduction, recycling and SSOM systems have worked, including training of staff and students.
- Provide information regarding county financial assistance including the School Waste Reduction and Recycling program resources.
- Assist interested parties in completing applications, project implementation and reporting.
- Serve as a liaison between staff, key school personnel, and SSOM, recycling and garbage haulers to facilitate the implementation of SSOM, recycling, and cost-effective garbage hauling services. This includes:
 - Coordinating with key school personnel to implement changes to waste management systems.
 - Coordinating with providers of SSOM, recycling, and garbage hauling and disposal services.
 - As directed, coordinating with school personnel to conduct garbage and recycling volume surveys and develop recommendations to “right size” garbage services.
 - Troubleshooting and problem solving, as needed, by supporting a team effort among all stakeholders.
- Provide county staff with a list of priorities and timelines for technical assistance including specific schools contacted, consultation and liaison services to be provided on no less than a quarterly basis.

Deliverables:

1. All targeted schools are contacted and offered or provided technical assistance.
2. Implementation of new or improved waste reduction, food waste reduction, SSOM and recycling systems and cost effective (“right sized”) garbage hauling and disposal services at targeted K-12 public and charter schools in Ramsey County during the contract period.
3. Within 30 days of the end of each quarter, a written summary of the following:
 - a. Overall program status that includes names of the schools contacted, schools assisted, schools applied for, and schools received, additional school waste reduction and recycling resources.
 - b. Program activity updates on schools implementing school waste reduction and recycling program activities.
 - c. Written updates on new developments for the reporting quarter, based on the priority lists, by school.

2.2.

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

2.3.

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

3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor a not to exceed amount of \$ 400,000 over the life of the contract according to the agreed to rates.

4.2.

The County shall pay the Contractor the following unit rates:

The Contractor will be reimbursed at an hourly rate according to the rate schedule below, up to a maximum not to exceed of \$400,000 over the course of this Agreement. \$100,000 will be available for the term October 1, 2021 through December 31, 2022, and each calendar year of the Agreement thereafter. If less than \$100,000 is spent in any year of this Agreement, the remaining funds may be carried over into the following year's budget at the County's discretion.

Contractor Rate Schedule

Title	2021 Hourly Rate	2022 Hourly Rate	2023 Hourly Rate	2024 Hourly Rate	2025 Hourly Rate
Principal Consultant	\$128	\$130	\$134	\$138	\$142
Consultant	\$107	\$109	\$112	\$115	\$118
Lead Administrative Assistant	\$82	\$84	\$86	\$88	\$90
Collection Container Infrastructure	\$72	\$74	\$76	\$78	\$80
Recycling/Organics Education	\$72	\$74	\$76	\$78	\$80

For hourly rates listed above, the Contractor may change consultants during the term of the contract without Ramsey County staff approval.

5. General Contract/Agreement Terms and Conditions

5.1. Payment

5.1.1.

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

5.1.2.

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

5.2. Application for Payments

5.2.1.

The Contractor shall submit an invoice monthly.

Invoices shall include contract number PH001137 and can be emailed to PH.Invoice@ramseycounty.us or mailed to the following address:

Saint Paul – Ramsey County Public Health
Accounts Payable
555 Cedar Street
Saint Paul, Minnesota 55101

5.2.2.

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

5.2.3.

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

5.2.4.

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

5.2.5.

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

5.2.6.

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

5.3. Independent Contractor

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

5.4. Successors, Subcontracting and Assignment

5.4.1.

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

5.4.2.

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

5.5. Compliance With Legal Requirements

5.5.1.

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

5.5.2.

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

5.6. Data Practices

5.6.1.

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

5.6.2.

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

5.6.3.

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

5.7. Security

5.7.1.

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

5.7.2.

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

5.7.3.

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

5.7.4.

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

5.7.5.

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

5.8. Indemnification

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

5.9. Contractor's Insurance

5.9.1.

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.

5.9.2.

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

5.9.3.

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.

5.9.3.1.

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

5.9.3.2.

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

5.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

5.9.4.1.

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.

5.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

5.9.5.

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

5.9.6.

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

5.9.7.

If the Contractor is driving on behalf of the County 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.

5.9.8.

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

5.9.9.

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

5.9.10.

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

5.9.11.

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

5.9.12.

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

5.9.13.

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

5.9.14.

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

5.10. Audit

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

5.11. Notices

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

County:

Jean Yeager, Saint Paul - Ramsey County Public Health, 555 Cedar Street, Saint Paul, Minnesota, 55101

Contractor:

Jodi Taitt, EcoConsilium, Inc., 8457 Meadow Lake Road North, New Hope, Minnesota, 55428

5.12. Non-Conforming Services

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

5.13. Setoff

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

5.14. Conflict of Interest

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

5.15. 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.

5.16. 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.

5.17. Unavailability of Funding - Termination

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

5.18. Termination

5.18.1.

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

5.18.2.

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

5.18.3.

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

5.19. Interpretation of Agreement; Venue

5.19.1.

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.

5.19.2.

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.

5.20. 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.

5.21. Infringement

5.21.1.

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

5.21.2.

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

5.22. Debarment and Suspension

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

5.23. Diverse Workforce Inclusion

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

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

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

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network

includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

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

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

5.24. Alteration

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

5.25. Entire Agreement

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

Schools Waste Reduction and Recycling Best Practices Continuum

BASIC	IMPROVED	ADVANCED
Administration	Administration	Administration
Obtain support from top decision makers as appropriate (Superintendent, Assistant Superintendent, Head of School, Executive Director, Principal)	Adopt a comprehensive district-wide or school-wide waste reduction and recycling policy and notify staff, students, and community	Adopt a comprehensive district-wide or school-wide purchasing policy or guidelines to support waste reduction and recycling
Review hauler contract, baseline trash and recycling costs and volumes and identify cost saving opportunities	Develop RFP and execute contract for trash and recycling services designed to financially reward schools for waste reduction and recycling and enhance vendor performance and accountability	Obtain from hauler, reports on school performance (trash and recycling tons or volumes)
	Establish waste reduction and recycling goals and strategies and develop performance metrics	
	Encourage and incentivize staff participation in waste reduction and recycling efforts	Include responsibilities for recycling and organics operations in job descriptions
Recycling and Organics	Recycling and Organics	Recycling and Organics
Establish procedures and infrastructure for a single stream recycling program at each building	Establish an organics program with sort tables and oversight by para's, lunchroom monitors, custodians, or transition student workers	Provide recycling containers for events such as weekend tournaments as well as outdoor spaces including stadiums and arenas
Provide standardized, color-coded, labeled, and paired trash and recycling containers in common spaces, offices, classrooms, and cafeterias	Establish milk carton recycling	Identify, on an ongoing basis, products currently not recyclable or compostable and switch to alternatives
Collect construction and demolition waste separately for reuse and/or recycling options	Right-size trash and recycling services to streamline operations and reduce costs	Implement methods to streamline collecting, consolidating, and transporting recyclables such as compacting and baling
Education & Information	Education & Information	Education & Information
Provide an easy to access resource so staff and students know what to recycle, where, and why	Develop a video or other effective education resource to use at the beginning of the school year and also make available on the website	Incorporate waste reduction and recycling education into the curriculum
Maintain information and resources in a centralized location and keep waste reduction, reuse, recycling, and contact information current	Report back to administration, staff, and students how the waste reduction and recycling program is performing, environmental benefits and financial outcomes	Recognize those involved in the waste reduction and recycling program

Schools Waste Reduction and Recycling Best Practices Continuum

BASIC	IMPROVED	ADVANCED
Education & Information	Education & Information	Education & Information
	Establish green teams to help with program performance, information, and education	Develop separate targeted education efforts for teachers and support staff, (facilities, food service, etc.) such as including during employee orientation
		Engage school partners and community on an ongoing basis (i.e. PTAs, community groups)
Waste Reduction/Reuse	Waste Reduction/Reuse	Waste Reduction/Reuse
Reduce one material from the waste or recycling stream (i.e., default all printers/copiers to double-sided or have staff input a code in order to print)	Eliminate one material from the waste or recycling stream	Research alternatives to breakfast to go and/or pre-packaged meals and eliminate at least one material from the waste stream
	Use reusable trays in cafeteria	Use reusable silverware and minimal pre-packaged/portioned items served in the cafeteria
	Reduce one source of food prep or plate waste generated in the kitchen and/or cafeteria	Establish a food share table, food donation program or other reuse opportunities in the cafeteria
	Establish a system for reusing or selling surplus equipment and supplies	Identify additional opportunities to reduce waste or reuse materials
	Conduct end of year locker/desk clean-outs to collect reusable school supplies and increase recycling	

Board of Commissioners

Request for Board Action

Item Number: 2021-498

Meeting Date: 9/21/2021

Sponsor: Public Health

Title

Grant Award from Minnesota Department of Human Services to Provide Opiate Treatment and Care Coordination for African American and American Indian Residents

Recommendation

1. Ratify the submittal of the grant application to the Minnesota Department of Human Services in the amount of \$446,995 to provide opiate treatment and care coordination for African American and American Indian residents.
2. Accept a grant award and approve a grant agreement with the Minnesota Department of Human Services to provide opiate treatment and care coordination for African American and American Indian residents for the period of October 1, 2021 through September 29, 2022, in the amount of \$446,995.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

Public Health took the lead in a grant application to work in collaboration within the Health and Wellness Service Team to apply for a Minnesota Department of Human Services (DHS) grant to continue the work of providing a culturally responsive Medicated Assisted Treatment (MAT) for African American and American Indian residents with opioid use disorder. Public Health was awarded the grant, in the amount of \$446,995, for the period of October 1, 2021 through September 29, 2022.

The goal of this funding is to continue work to initiate culturally responsive MAT for African American and American Indian residents with opioid use disorder. In Ramsey County between 2007 and 2017, opioid-related deaths increased more than 80%. From 2016-2018, the opioid mortality rate was 6.2 per 100,000 county residents, and there were 23 opioid overdose deaths in 2018. While there was a decline in opioid overdose mortality in 2018, the emergency room visit remained relatively steady with 406 visits in 2017 and 380 in 2018.

Funding received from DHS in 2020 allowed for building infrastructure and relationships to provide services to county residents who suffer from opioid use disorder in the community and in our correctional system. Ramsey County connected residents to culturally responsive MAT service. Within the Health and Wellness Service Team, Corrections, Social Services and Public Health departments collaborated and worked in partnership with My Home, Inc. to provide comprehensive MAT services and support for residents undergoing treatment for opioid use disorder. The focused population continues to be the African American community. In addition, this team plans to build relationships with the American Indian community to determine the opportunities for expansion of MAT services to include targeted interventions in partnership with this community.

Opioid addiction is a challenge for people entering the county's correctional facilities. In 2020, the ADC conducted 925 Clinical Opiate Withdrawal Scale assessments. The RCCF conducted 60 Clinical Opiate Withdrawal Scale assessments during 2020. In terms of substance use in Detox, 81% report using alcohol, in

addition to other substances. Four percent report using opiates. Only 2% of Detox clients report that they are actively in MAT. These data support the approach to serve people while incarcerated.

The service design includes three components: Corrections-based treatment, community-based treatment, and care coordination. Corrections-based treatment will be available to people with substance use disorder who enter the Adult Detention Center and the Ramsey County Correctional Facility while they are going through withdrawal. Community-based treatment will be provided to those referred from community partners, correctional facilities, Ramsey County mental health services, Ramsey County syringe exchange services and Detox. Our partner, My Home Inc., will provide robust and culturally responsive to African American history and culture counseling and support case management using experienced social workers and chemical dependency counselors, and an additional 12-week curriculum that will support clients on their road to recovery. In addition, My Home, Inc., provides the use of reSET-O PDT, a phone-based prescription digital therapeutic technology that provides around-the-clock access to video, audio and reading that supports in-person cognitive behavioral therapy and that aids in retention in the program. Ramsey County, in collaboration with My Home, Inc., will provide continued care coordination and community follow up to improve treatment continuity outcomes and prevent recidivism.

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

The African American and American Indian populations are disproportionately affected by this issue - in Minnesota, American Indians are seven times more likely to die from a drug overdose as Whites, and African Americans are twice as likely to die from a drug overdose as Whites. Opioids are used for self-medicating for pain caused by trauma and mental health or physical ailments. This funding will assist the Health and Wellness Service Team create a culturally responsive and supportive program that is effective in reaching individuals who suffer from opioid addiction, with special attention to the African American population and discovery with the American Indian community, reducing the unmet opiate treatment needs of these communities

Community Participation Level and Impact

We continue to work in partnership with My Home, Inc., who leads the community-based component of care coordination and counseling support in the African American community and is engaged with community to advise the direction of this work. The evaluation team plans to also engage participants who have received services to provide feedback and offer input in the delivery of services so that we may improve upon the work that has been done thus far. In addition, this team has already begun to engage the American Indian community to determine how the county may play a role to uplift and partner with organizations that are leaders doing opioid related work within the American Indian community. The team is seeking guidance and direction from community leaders and experts. The goal is to improve treatment engagement and reduce the number of deaths related to opioid use through the process of engaging and enrolling individuals who are suffering from opioid addiction to medication assisted therapy and long-term addiction therapy. Successful treatment and recovery have an impact on the individual, family, and community in terms of preserving/healing of relationships, community healing, prevention of crime and victimization, involvement in criminal justice system, productivity loss, and additional medical and prescription costs.

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

The program costs will be covered by grant funding through the Minnesota Department of Human Services in the amount of \$446,995. At the end of this grant period, third party billing and coverage by Certified Community Behavioral Health Clinic to cover program costs will be set up. Additional funding may be applied for to continue services.

County Manager Comments

No additional comments.

Last Previous Action

On April 28, 2020, the Board of Commissioners accepted a grant award and approved a grant agreement with the Minnesota Department of Human Services in the amount of \$200,000 to reduce the unmet opiate treatment needs of the African American community in Ramsey County for the period of May 13, 2020 through September 29, 2020 (Resolution B2020-089).

Attachments

1. Grant Agreement with the Minnesota Department of Human Services

State of Minnesota County Grant Contract Worksheet (Not Part of the Contract)

This worksheet contains private information and should not be reproduced or distributed externally without express written permission of the County. If you circulate this grant contract internally, only offices that require access to the tax identification number and all individuals/offices signing this grant contract should have access to this page.

Total Amount of Grant Contract \$446,995.00	
FinDeptID H5533857	amount for state fiscal year 2021:\$0.00
	amount for state fiscal year 2022 :\$366,653.00
	amount for state fiscal year 2023:\$80,342.00

 X Unspent encumbrances to be certified to meet future obligations in accordance with Minnesota Statutes, section 16A.28

Starts in fiscal year: 2022	Vendor ID:
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SWIFT Grant# /Encumbrance #: GRK% _____ / _30000 _ _ _ _ _

Number/Date/Initials:

Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15.

Related RFP file number: **GRFP-5390**

COUNTY Name and Address:

Saint Paul – Ramsey County Public Health

555 Cedar Street, St. Paul, MN 55101

Soc. Sec. or Federal Employer I.D. No.: 41-6005875

Minnesota Tax I.D. No. (if applicable): 8027226

Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Ramsey County, a political subdivision of the State of Minnesota, acting through its Saint Paul – Ramsey County Public Health Department, an independent COUNTY, not an employee of the State of Minnesota, located at 555 Cedar Street, St. Paul, MN 55101 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) has authority to enter into contracts for the following services: Culturally responsive prevention, treatment and recovery services.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **October 1, 2021**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **September 29, 2022**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties.

- a) COUNTY shall perform duties in accordance with **Attachment A**, Schedule of Tasks and Deliverables, which is attached and incorporated into this CONTRACT.
- b) The COUNTY will submit quarterly reports of demographic, service, outcome, and financial data to the STATE via template provided by the STATE, submitted to the STATE via email on the following schedule:

July – September	due by October 15
October – December	due by January 15
January – March	due by April 15
April – June	due by July 15
- c) COUNTY will collect and report Program Recipient demographic, service, and outcome data required by SAMHSA under the Government Performance and Results Modernization Act (GPRA) of 2010. If the COUNTY fails to complete GPRA requirements, the STATE may require the COUNTY to produce and implement a corrective action plan to remedy the problem within thirty (30) days and payments may be withheld until a resolution is reached.
- d) COUNTY will collect GPRA data as required by GPRA (P.L. 102-62) via a face-to-face interview unless otherwise approved by the STATE with Program Recipient using the SAMHSA specified GPRA interview questions provided to the COUNTY by the STATE at three data collection points:
 - Intake Assessment: To complete the requirement to collect GPRA data at intake/admission, residential programs must collect GPRA data on each client as soon as possible after assessment but no later than three (3) days after the client officially enters the substance abuse treatment program. All types of outpatient programs must collect GPRA data on each client as soon as possible after assessment or intake but no later than four (4) days after the client officially enters the treatment program.
 - Follow-up: To complete the requirement of GPRA follow-up interviews information must be collected within the window of one (1) month before and two (2) months after the scheduled six (6)-month GPRA follow-up interview. An attempt must be made to conduct a GPRA follow-up on every client, regardless of discharge status. The minimum targeted follow-up rate is eighty percent (80%).
 - Discharge: To complete the requirement of the GPRA discharge, data must be collected on every client unless the client is still in the program when the Contract ends.

Discharge interviews must be completed for all clients for whom thirty (30) days have elapsed from the time of the last service. Discharge interviews must be completed in-person within fourteen (14) days after the client is discharged from the program. If unable to complete an in-person discharge interview during this timeframe, an administrative discharge must be completed.

- e) COUNTY will provide the following incentives to Program Recipient, being served through funding provided by this CONTRACT, for the completion of the GPRA interview:

6 month post intake	\$30
Discharge	\$30

- f) COUNTY will submit GPRA data to the STATE within 10 days of conducting the GPRA interview via the STATE's prescribed online interface.
- g) The STATE will provide GPRA training and technical assistance to the COUNTY as needed.
- h) COUNTY will be required to participate in the Fast Tracker information and referral program. COUNTY will provide details regarding the funded program to the STATE to post on the Fast-Tracker site. COUNTY will contact Fast-Tracker staff at fasttrackermnsud@gmail.com or 651-426-6347 to register the SOR funded program in Fast Tracker.
- i) COUNTY must ensure and attest that they will not deny any eligible individual access to their program because of that individuals' use of FDA-approved medications for the treatment of SUD (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoproduct formulations, naltrexone products including extended-release and oral formulations or implantable buprenorphine). Specifically, individuals must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Outpatient Treatment Program (OTP) ordered by a physician who has evaluated the individual and determined that methadone is an appropriate medication treatment for the individual's Opioid Use Disorder (OUD). Similarly, medications available by prescription or office-based implantation must be permitted if they are appropriately authorized through prescription by a licensed prescriber or provider. In all cases, Medication Assisted Treatment (MAT) must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. COUNTY will not compel Program Recipients to cease MAT in order to participate in programming funded through this contract if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

- j) COUNTY is required to use only evidence-based treatments, practices, and interventions for OUD. SAMHSA requires that FDA-approved MAT be made available to those diagnosed with OUD.
- k) COUNTY will help facilitate the health insurance application and enrollment process for eligible uninsured clients when applicable.
- l) COUNTY will implement policies and procedures that ensure other sources of funding are utilized first when available.
- m) STATE strongly encourages COUNTY to provide a tobacco-free workplace and to promote the non-use of all commercial tobacco products (except in regard to accepted tribal traditions and practices). Further, Public Law (P.L.) 103-227, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children. STATE strongly encourages COUNTY to adopt a tobacco-free facility/grounds policy and to encourage abstinence from all commercial tobacco products (except in regard to accepted tribal traditions and practices). STATE strongly encourages COUNTY to consider providing referrals to or directly providing tobacco cessation treatment and supports for enrollees.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota IT \(MN.IT\) Accessibility Standards](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

- a. **Compensation.** COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.

- 1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, shifting of funds between budget line items

does not require an amendment if the amount shifted does not exceed 10% of the smaller line item and when the total obligation and salaries/fringe benefits remain unchanged.

2. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

- b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **four hundred forty-six thousand and nine hundred ninety-five dollars (\$446,995)**.
- d. Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **Monthly via the STATE'S Enterprise Grant Management System (EGMS)**. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.
- b. Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 1. **Pass-through requirements.** COUNTY acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, COUNTY may be subject to certain compliance obligations. COUNTY can view a table of these obligations in the [Health and Human Services Grants Policy Statement](#),² Exhibit 3 on page II-3. To the degree federal funds are used in this contract, STATE and COUNTY agree to comply with all pass-through requirements, including

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

² <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

each Party's auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).³

2. *COUNTY's Name:* Ramsey County [Click here to enter county name](#) (Must match the name associated with the DUNS number.)
3. *COUNTY's Data Universal Numbering System (DUNS) number:* 10354488 The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities and must match COUNTY's name.
4. *Federal Award Identification Number (FAIN):* H79TI083289
5. *Federal Award Date:* 8/27/2020 (The date of the award to the MN Dept. of Human Services.)
6. *Period of Performance:* Start date: **09/30/2020**. End date: **09/29/2022**.
7. *Amount of federal funds:*
 - A. Total Amount Awarded to DHS for this project: 22,460,928
 - B. Total Amount Awarded by DHS for this project to Grantee named above: \$446,995
8. *Federal Award Project description:* Minnesota 2020 State Opioid Response (SOR)
9. *Name:*
 - A. Federal Awarding Agency: Department of Health and Human Services/Substance Abuse and Mental Health Services Administration (SAMHSA)
 - B. MN Dept. of Human Services (DHS)
 - C. Contact information of DHS's awarding official: tara.holt@state.mn.us
10. *CFDA Number & Name:* Payments are to be made from federal funds obtained by DHS through Catalog of Federal Domestic Assistance (CFDA) No. 93.788
11. Is this federal award related to research and development?: ☐ Yes ☒ No
12. Indirect Cost Rate for this federal award is: ten percent (10%) (including if the *de minimis* rate is charged.)
13. Closeout terms and conditions for this federal award:
Within 90 days of the end of the project period you must:

Reconcile financial expenditures associated with the award

Liquidate all obligations incurred under the award

Submit to the Department of Health and Human Services (HHS) Payment Management System (PMS) the final quarterly Federal Cash Transactions Report (FCTR)

Submit into eRA Commons the Final Financial Report (FFR, SF-425) (PDF | 1.2 MB)

Submit to eRA Commons the final progress report or other reports required by the terms and conditions of the award

Submit to eRA Commons a Tangible Personal Property Report (SF-428) (TPPR) to account for any property acquired with federal funds

4. CONDITIONS OF PAYMENT.

³ <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf>

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT

immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Jeffrey Campe** or successor. Phone and email: **651-431-4637, Jeffrey.Campe@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Gina Pistulka** or successor. Phone and email: **651-266-1263, Gina.Pistulka@co.ramsey.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Chris Bogut** or successor. Phone and email: **651-266-1325, Chris.Bogut@co.ramsey.mn.us**.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by

any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. 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.” If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in COUNTY’s or STATE’s opinion is likely to arise, COUNTY must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall

have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one COUNTY to another.

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

13.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, a copy of the relevant audit must be submitted to STATE within thirty (30) days of the audit's completion.

13.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other

remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

14. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 16.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

15.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

16.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

16.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

16.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

17.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

17.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

19. LEGAL COMPLIANCE.

19.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

19.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

19.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

19.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

20.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

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Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION *Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.*

By: _____

Date: _____

Contract No: _____

2. COUNTY

Signatory certifies that Grantee's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the Grantee to the terms of this Agreement. Grantee and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Continuation 2. **COUNTY**

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

County

State Authorized Representative

Attachment A: Schedule of Tasks and Deliverables

Agreed Upon Goals	Objective (What are the measurable step(s) you must take to achieve the goal?)	Description of Task/Duties (What are the activities you must complete to achieve the objective?)	Role Responsible	Timeframe for Completion
A. Reduce the unmet Opiate treatment needs of the African American	A.1. Identify, assess and provide care related to opioid addiction to 20 patients entering the care of Saint Paul- Ramsey County Public Health through their involvement with Ramsey County correctional settings in the 15-month grant period.	A.1.a. Identify at intake patients with OUD and refer to providers and start MAT in accordance with previously developed policies and condition specific protocols.	Medical Director/ Correctional Health Nursing Staff	Day one of grant period and ongoing
		A.1.b. Maintain referral protocols for community referral to MHI and Wolves Den for continuance of care in community upon release.	Medical Provider/Health Education Program Assistant/RN Care Coordinator	Day one of grant period and ongoing
		A.1.c. RN Care Coordinator will provide education and outreach on MAT to patients with known opiate use disorders or known opiate withdrawal coming through the correctional system in Ramsey County.	RN Care Coordinator	Day one of grant period and ongoing
		A.1.d. Coordinate patient care and medication continuance for those receiving MAT as part of their opioid use withdrawal and/or treatment while incarcerated and follow up while in the community.	Program/Site Manager	Within 90 days of contract execution and throughout grant period
	A.2. Maintain and enhance a community-based bridging program for continued management of opioid use disorder with MAT and linkage to community based programming to a total of 40 people from all referral sites (including those entering the correctional setting, Detox, Syringe services, Ramsey County Drug Court and/or 1919 Mental Health Center) in 15 months.	A.2.a. Provide linkages to care to providers and partners for continued management of opioid use disorder.	RN Care Coordinator/ MHI- Social Worker MHI-SW)/ HEPA	Day one of grant period and ongoing
		A.2.b. Provide ongoing education and support to the following Ramsey County Departments and Divisions in referral process for individuals who need MAT services within the community: including Correctional Health facilities, Detox, Syringe Exchange Services, Ramsey County Substance Abuse Court, 1919 Mental Health Center, and Homeless Services.	Medical Director/ Project Managers, RN Care Coordinator/ MHI-SW/ HEPA	Day one of grant period and ongoing

		A.2.c. Facilitate referrals from other community partners- we will draw on the experience of the clinical staff of My Home Inc as well as Ramsey County Public Health (RCPH) and MHealth Fairview to create and implement processes to serve the clients.	SW/ RN Care Coordinator/ HEPA; Program and Administrative staff of MHI and St Paul Ramsey County Public Health clinicians and staff	Day one of grant period and ongoing
		C.1. Aid clients in the transition from incarceration to re-entry into the community with culturally specific support to either maintain their MAT resources or pursue medical detoxification (tapering) if they desire it.	MHI Program Director, Ramsey County Clinical Staff, MHealth Fairview Clinical Staff (St Joseph's Hospital)	
		A.2.d. Ongoing collaboration/ communication with community partners while providing MAT services in the community.	Medical Director/Project Managers, RN Care Coordinator, MHI-SW/ HEPA	Day one of grant period and ongoing
	A.3. Enroll a total of 45 patients receiving MAT within the community-based program in care coordination services within the community setting during the 15-month grant period.	A.3.a. Outreach to individuals who are enrolled in MAT in the correctional setting and community setting, and community. Invite referrals from Ramsey County inpatient, outpatient and Intensive Outpatient Providers (IOP) by leveraging MHI's connections within the Ramsey County treatment community.	MHI Clinicians and admin staff, Social Services Peer Support Specialist/ HEPA	Day one of grant period and ongoing
		A.3.b. Provide care coordination to individuals identified for MAT initiation and referral for continued therapy through every entry point.	RN Care Coordinator	Within 30 days of contract execution and throughout grant period
		A.3.c. Monitor data collection, documentation and program progress to meeting goals and objectives. Report quarterly retention (as % or total), drug screen results, Prescription Digital Therapeutic (PDT) (reSET-O) dashboard KPIs. Report specific (OUD) client program evaluation form distinct from GPRA	Program Analyst, Medical Director, Project Managers MHI Project Manager	Day one of grant period and ongoing
	A.4. Continue community partnerships with culturally specific services and culturally responsive programs.	A.4.a. Engage the African American Community Advisory Group to advise Ramsey County Health and Wellness Team on the impact of Opioid addiction and the impact to the community through monthly and ad hoc meetings.	MHI African American Community Advisory Group	Day one of grant period and ongoing
		A.4.b. Engage the African American Community Advisory Group to help, seek, and support organizations with opioid treatment in the	MHI African American Community Advisory Group	Day one of grant period and ongoing

		community through monthly and ad hoc meetings.		
		A.5.a. Establish a marketing budget and develop/refine the community outreach plan that leverages existing community partnerships and includes social media outreach.	RCPH Project Managers and MHI Project Managers	Within 30 days of contract execution
	A.5. Market services within the community to educate and elicit potential community referrals for African American individuals with opioid addiction to Medication Assisted Treatment (MAT) within the community setting.	A.5.b. Engage ad firm (minority-owned) to create 20 and 30 second radio Public Service Announcements (PSAs) encouraging treatment for OUD.	RCPH Project Managers with input from MHI Project Manager	Within 90 days of contract execution
		A.5.c. Develop measures to monitor and evaluate the effectiveness of the outreach and social media campaign. Adapt plan based on quantitative and qualitative data. Measuring “likes, comments, shares” to quantify effectiveness of ads or posts on Facebook, Twitter, and Instagram. RCPH internal assets take lead.	RCPH Project Managers and MHI Project Managers	Starting at 90 days from contract execution, continuing throughout grant period
B. Improve outcomes of clients diagnosed with Opiate Use Disorder (OUD) and enrolled in the enhanced Substance Use Disorder program.	B.1. My Home Inc will treat 45 individuals of St Paul Ramsey County Public Health referrals who have an Opiate Use Disorder (OUD) with an enhanced combination of Substance Use Disorder (SUD) program including Cognitive Behavioral Therapy (CBT), Medication Assisted Treatment (MAT) support and Digital Prescription Therapy (DPT) (specifically reSET-O digital application to aid retention in the Outpatient Treatment Program at MHI) in a culturally specific environment for African Americans.	B.1.a. Hire Licensed Clinicians (LSW and LADCs) to oversee the development and management of the Opioid Recovery Program for the joint venture between Ramsey County Public Health (RCPH), Kai Shin Clinics, MHealth Fairview (St Joseph’s Hospital), and My Home Inc. (MHI)	Executive Director of MHI, Relapse Prevention Program Director, St Paul Ramsey County Public Health professional staff, Kai Shin Clinics medical staff	Within 30 days of contract execution and ongoing.
		B.1.b. Develop an OUD specific curriculum to be used in by MHI in addition to the reSET-O Digital Prescription Therapy application.	MHI Relapse Prevention Program Director	Within 15 days of contract execution

		B.1.c. Conduct an Opioid Use Disorder program with the combination of existing CBT therapy, and introducing Digital Prescription Therapy to increase client engagement. Provide education within the organizations to ensure integration with other treatment and recovery services.	MHI Relapse Prevention Program Director	Within 15 days of contract execution
		B.1.d. Employ Evidence Based abstinence and retention strategies for clients enrolled in combined services program.	MHI Executive Director, MHI Program Director, MHI clinicians, Ramsey County Public Health clinicians, and MHealth Fairview clinicians	Starting at 90 days from contract execution and continue throughout grant period.
		B.1.e. Determine by empirical testing (Opioid Risk Tool e.g.) the specific African American Opioid Use Disorder (OUD) client population to be offered combined services. Provide clinical support and community resources to aid the client transition into a stability.	MHI Program Director, Public Health and Social Services Program Managers, MHealth Fairview Clinical Staff (St Joseph's Hospital)	Within 30 days of contract execution
		B.1.e. Assign key member of leadership team to participate in learning collaborative with other awardees.	MHI Relapse Prevention Program Director Executive Director and Program Director of MHI as well as any representatives from Ramsey County Public Health and /or MHealth	Within 15 days of contract execution
C. Reduce the unmet opiate treatment needs of the American Indian communities	C.1. Explore partnerships with American Indian organizations providing culturally specific services and culturally responsive programs.	C.1. Engage American Indian organizations, including The Wolves Den and Saint Paul Indians in Action to determine needs and desired collaboration with grant partners.	Administrative Planning Assistant	Within 30 days of contract execution
	C.2. Based on determined needs, set up systems of collaboration among grant partners, i.e. Ramsey County, My Home, Inc.	1.2.a. Develop contract among identified partners. 1.2.b. Determine workflows of how the programming will intersect.	Planning Specialist Project Managers	Withing 6 months of contract execution

		1.2.c. Engage partner organizations to advise on referrals and care coordination of resources for individuals of American Indian heritage; guide quality improvement activities.		
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Evaluation plan				
Agreed Upon Goals	Objective (What are the measureable step(s) you must take to achieve the goal?)	Outcome (What is the specific result you hope to achieve based on the goal and objective?)	Measure(s) (How will you determine progress towards outcome?)	Data Collection Methods (How will you collect the data needed to measure progress towards the outcome?)
Reduce the unmet Opiate treatment needs of the African American community	Identify, assess and provide care related to opioid addiction to 20 patients entering the care of Saint Paul- Ramsey County Public Health through their involvement with Ramsey County correctional settings within the 15-month period.	Enroll 20 African American individuals into MAT and counseling services in the correctional facilities within the 12-month grant period.	# Number of patients initiated in the suboxone program # of people meeting with a substance abuse counselor	- Assessment and MAT summary report within the patient health record - Registered Nurse reported outreach log - Social Worker log
	Maintain and enhance a community-based bridging program for continued management of opioid use disorder with MAT and linkage to community-based programming to a total of 40 people from <u>all referral sites</u> in 15 months.	Enroll 20 African American individuals into MAT and counseling services in the community setting from correctional entry point Enroll 20 additional African American individuals into MAT in the community setting from other entry points, including Ramsey County Drug Court, Detox, 1919 mental health programs and syringe exchange services.	# of MAT patients from corrections referred to MAT community # of MAT patients enrolled from all points of entry # of people meeting with a substance abuse counselor # individuals referred to other supportive services by social worker	- Registered Nurse Care Coordinator referral log - Assessment and MAT summary report within the patient health record - Social worker log - Correctional Health referral form saved in RC database - Referral sources tracked in database

	Enroll a total of 40 patients receiving MAT within the community-based program in care coordination services within the community setting during the 15-month grant period.	40 individuals are receiving care coordination service within the community setting.	# of people receiving care coordination services # referrals to supportive services	<ul style="list-style-type: none"> - RC electronic health records - Registered Nurse Care Coordinator log - HEPA log
	Continue community partnerships with culturally specific services and culturally responsive programs.	<p>Regular meetings the African American Community Advisory Group</p> <p>25 referrals for MHI clients to community-based programs</p> <p>Increase referrals into program.</p>	<p># meetings occurring with African American Community Advisory Group</p> <p># referrals from Advisory group into MHI</p> <p># of MHI clients connected to community programs through the Advisory group</p>	<ul style="list-style-type: none"> - Meeting minutes - RC database report - Group or individual interview
	Market services within the community to educate and elicit potential community referrals for African American individuals with opioid addiction to Medication Assisted Treatment (MAT) within the community setting.	<p>Contract with a BIPOC agency to develop and implement a marketing campaign.</p> <p>Increase the number of people who are referred into the program from social media or radio ads.</p> <p>Increase awareness of the signs of opioid substance use disorder.</p> <p>Increase the number of people in the African American community in Ramsey County who know about the program as a referral source.</p>	<p># of clients that found out about program from radio or social media</p> <p># web postings</p> <p># and type of program materials developed</p> <p># distributions of materials to internal and external services</p>	<ul style="list-style-type: none"> -Website hits -Social media interaction -Outreach log - Reports from marketing agency - RC database report on referrals
Improve outcomes of clients diagnosed with Opiate Use Disorder (OUD) and enrolled in the enhanced Substance Use Disorder program.	My Home Inc will treat 40 individuals of the population of St Paul Ramsey County Public Health referrals who have an Opiate Use Disorder (OUD) with an enhanced combination of Substance Use Disorder (SUD) program	<p>Clients actively participate in therapy, engage in MATs, abstinence from substances, and complete reSET-O lessons.</p> <p>Assess monthly the effectiveness of the program model for African American clients. Build in flexibility for the</p>	<p>#/% completed the therapeutic program</p> <p>#/% completed the program in 12 weeks</p> <p>#/% completed the reSET-O curriculum</p>	<ul style="list-style-type: none"> -RC database -drug screens -reSET-O records -attendance records -Electronic medical records -Reflection records of program staff -Client survey results

	including Cognitive Behavioral Therapy (CBT), Medication Assisted Treatment (MAT) support and Digital Prescription Therapy (DPT) (specifically reSET-O digital application to aid retention in the Outpatient Treatment Program at MHI) in a culturally specific environment for African Americans.	<p>change needed for program improvement.</p> <p>Maintain high client satisfaction and increases in new skills or knowledge as a result of the program</p> <p>Evaluate quarterly the efficacy of the measurement data drawn from the PDT therapy-clinician dashboard, Outpatient Treatment attendance, and participation from Electronic Medical Records (EMR) reporting (Procentive), and drug screening (Urine drug testing).</p>	<p>#/% abstained from drug use</p> <p>#/% engaged in MAT</p> <p>MHI staff respond to monthly reflection questions to gather data on how well the program design works with African American communities. They will consider if experience in corrections, age, or gender are factors, identify what elements are working or not, and where the program can make changes to better serve this community.</p> <p>Conduct client surveys asking:</p> <ul style="list-style-type: none"> -satisfaction with the program -increases in skills -increases in knowledge 	
Reduce the unmet Opiate treatment needs of the American Indian communities	Explore partnerships with American Indian organizations providing culturally specific services and culturally responsive programs.	Engage American Indian organizations, including The Wolves Den and Saint Paul Indians in Action to determine needs and desired collaboration with grant partners.	<p>Ramsey County was able to:</p> <ul style="list-style-type: none"> Build relationships through meetings <p>Share information on Ramsey County's MATs program</p> <p>Gain insights into how Ramsey County can best support the American Indian community</p>	<ul style="list-style-type: none"> -staff outreach records -Town Hall meeting, if deemed appropriate
	Based on determined needs, set up systems of collaboration among grant partners, i.e. Ramsey County, My Home, Inc.	Work with American Indian community to create short- and long-term plans to support people experiencing opioid use disorder.	<p>Report detailing</p> <ul style="list-style-type: none"> # short term actions # long-term actions 	<ul style="list-style-type: none"> -document review, staff logs -report

ATTACHMENT B: BUDGET SUMMARY AND JUSTIFICATION

BUDGET SUMMARY YEAR 1		BUDGET SUMMARY YEAR 2		PROJECT TOTAL
10/01/21 - 06/30/22 (9 months)		07/01/22 - 09/29/22 (3 months)		
CATEGORY	TOTAL BUDGET Year 2	CATEGORY	TOTAL BUDGET Year 3	
Salaries	\$ 109,427.00	Salaries	\$ 26,639.00	
Fringe Benefits	\$ 41,582.00	Fringe Benefits	\$ 10,123.00	
Contracted Services	\$ 151,601.00	Contracted Services	\$ 28,920.00	
Copying	\$ 450.00	Copying	\$ 150.00	
Data Processing	\$ 8,748.00	Data Processing	\$ 729.00	
Communications	\$ 1,113.00	Communications	\$ 621.00	
Instate Travel	\$ 3,024.00	Instate Travel	\$ 1,008.00	
Program Costs	\$ 8,950.00	Program Costs	\$ 2,350.00	
Naloxone	\$ 2,688.00	Naloxon	\$ 672.00	
Staff Development	\$ 3,000.00	Staff Development	\$ -	
Child Care - Day Care	\$ 4,800.00	Child Care - Day Care	\$ 1,200.00	
Client Transportation	\$ 1,350.00	Client Transportation	\$ 450.00	
Client Housing Costs	\$ 23,200.00	Client Housing Costs	\$ 5,800.00	
Client Incentives	\$ 1,920.00	Client Incentives	\$ 480.00	
Client Emergency Funds	\$ 4,800.00	Client Emergency Funds	\$ 1,200.00	
Total Direct Costs	\$ 366,653.00	Total Direct Costs	\$ 80,342.00	
Indirect Cost	\$ -	Indirect Cost	\$ -	
TOTAL REQUEST Year 2	\$ 366,653.00	TOTAL REQUEST Year 2	\$ 80,342.00	\$ 446,995.00

BUDGET JUSTIFICATION Year 1: 10/01/21 - 06/30/22 (9 months)

CATEGORY	JUSTIFICATION NARRATIVE	Year 2
Salaries	PHN Care Coordinator @\$59,019 (1 FTE) (\$78,693.33/12)*9; Program Analyst @ \$12,757 (0.2 FTE) [(\$85,047*.2)/12]*9; Health Education Program Assistant @ \$24,893 (0.7 FTE)[(\$47,415*.7)/12]*9; Planning Specialist @ 12,757 (0.2 FTE)[(\$85,047*.2)/12]*9	\$ 109,427.00
Fringe Benefits	FICA, Unemployment, Worker's Comp, Health and Pension = 38% of salaries and wages.	\$ 41,582.00
Contracted Services	MyHome Inc. will provide administrative leadership, licensed addiction counselors, convene the African American Advisory Council, provide the reSET-O intervention and apply 12-week curriculum.	\$ 151,601.00
Copying	Copying materials for meetings/promotion/communications - \$50/month x 9 months	\$ 450.00
Data Processing	\$243/month for every \$100k budgeted for 9 months(243*4)*9=\$8,748	\$ 8,748.00
Communications	Cell=\$51/month Landline=\$31/month. Landline and cell service for 3 staff @ \$82/month x 9 = \$738; Brochure replication & design services for 3 brochures. Estimate cost for type set design \$125/each (\$375 total)	\$ 1,113.00
Instate Travel	Mileage reimbursement for 200 miles/mth x 9 months x 3 FTE staff@ \$0.56/miles	\$ 3,024.00
Out-of-State Travel		

Program Costs	Medical Supplies @ 100/month x 9 months = \$900; Office supplies @ \$50/month x 9 months; Advisory council \$50 gift cards x 10 individuals x 12 meetings; Medications for withdrawal and maintenance per person - \$50/client x 32 clients.	\$ 8,950.00
Naloxone	3 dose Naloxone (\$28/dose) kits per person enrolled x 32 clients	\$ 2,688.00
Staff Development	Training SOR staff attend conference: 6 @ \$500	\$ 3,000.00
Child Care - Day Care	\$150 per participant @ 32 participants for child care.	\$ 4,800.00
Client Transportation	\$150 per month x 9 months for taxi vouchers and bus tokens for program participants.	\$ 1,350.00
Client Housing Costs	\$725/participant @ 32 participants for emergency housing costs to prevent homelessness.	\$ 23,200.00
Client Incentives	Program participant GPRA interview completion incentives at intake, discharge: 32 X (\$30+\$30)	\$ 1,920.00
Client Emergency Funds	\$150 per participant @ 32 participants for emergency-related assistance (hygiene items, weather-appropriate clothing and footwear, ID replacement, laundry supplies, food, etc.)	\$ 4,800.00
Total Direct Costs		\$ 366,653.00
Indirect Cost (See note above, attach indirect cost detail)		
TOTAL REQUEST Year 2		\$ 366,653.00

BUDGET JUSTIFICATION Year 2: 07/01/22 - 09/29/22 (3 months)

CATEGORY	JUSTIFICATION NARRATIVE	Year 3
Salaries	PHN Care Coordinator .5FTE @ 9,837 [(\$78,693.33*.5)/12]*9; 0.2 FTE Program Analyst @4,252 [(\$85,047*.2)/12]*3; 0.7 FTE Health Education Program Assistant @ 8,298 [(\$47,415*.7)/12]*3; 0.2 FTE Planning Specialist @ 4,252 [(\$85,047*.2)/12]*3	\$ 26,639.00
Fringe Benefits	FICA, Unemployment, Worker's Comp, Health and Pension = 38% of salaries and wages.	\$ 10,123.00
Contracted Services	MyHome Inc. will provide administrative leadership, licensed addiction counselors, convene the African American Advisory Council, provide the reSET-O intervention and apply 12-week curriculum.	\$ 28,920.00
Copying	Copying materials for meetings/promotion/communications - \$50/month x 3 months	\$ 150.00
Data Processing	\$243/month for every \$100k budgeted	\$ 729.00
Communications	Cell=\$51/month Landline=\$31/month. Landline and cell service for 2 staff @ \$82/month x 3 = \$246; Brochure replication & design services for 3 brochures. Estimate cost for type set design \$125/each (\$375 total).	\$ 621.00
Instate Travel	Mileage reimbursement for 200 miles/mth x 3 months x 3 FTE staff@ \$0.56/miles	\$ 1,008.00

Out-of-State Travel		
Program Costs	Medical Supplies @ 100/month x 3months = 300; Office supplies @ \$50/month x 3; Advisory council \$50 gift cards x 10 individuals x 3 meetings; Medications - \$50/client x 8 clients	\$ 2,350.00
Naloxone	3 dose Naloxone (\$28/dose) kits per person enrolled x 8 clients	\$ 672.00
Child Care - Day Care	\$150 per participant @ 8 participants for child care.	\$ 1,200.00
Client Transportation	\$150 per month x 3 months for taxi vouchers and bus tokens for program participants	\$ 450.00
Client Housing Costs	\$725/participant @ 8 participants for emergency housing costs to prevent homelessness.	\$ 5,800.00
Client Incentives	Program participant GPRA interview completion incentives at intake, discharge: 8 X (\$30+\$30)	\$ 480.00
Client Emergency Funds	\$150 per participant @ 8 participants for emergency-related assistance (hygiene items, weather-appropriate clothing and footwear, ID replacement, laundry supplies, food, etc.)	\$ 1,200.00
Total Direct Costs		\$ 80,342.00
Indirect Cost (See note above, attach indirect cost detail)		

TOTAL REQUEST		\$
Year 3		80,342.00

Board of Commissioners

Request for Board Action

Item Number: 2021-500

Meeting Date: 9/21/2021

Sponsor: Public Health

Title

School Waste Reduction and Recycling Grant Program for 2022-2023

Recommendation

1. Approve the Ramsey County School Waste Reduction and Recycling Grant Program for the years 2022-2023.
2. Authorize the County Manager to execute grant agreements and amendments with eligible school districts and charter schools as required for the grant program, in a form approved by the County Attorney's Office.

Background and Rationale

The Ramsey County Solid Waste Management Master Plan ("Master Plan") guides public and private activities related to waste management for the period of 2018-2038 and outlines county actions over the current six-year period, 2018-2024. The Master Plan provides for the continuation of technical assistance and grant funding to schools focused on waste reduction and recycling.

Schools are required by state statute to have recycling programs. The Master Plan contains several strategies related to waste reduction and recycling in schools including a strategy that all public K-12 schools have robust and stable recycling and organics programs. Specifically, the School Waste Reduction and Recycling Program addresses the current Master Plan strategy to "continue a grants program to provide funds to schools and other local public entities (excluding the University of Minnesota, Metropolitan Council and the State of Minnesota) for the purpose of starting and/or improving recycling and organics management programs."

Ramsey County has long supported opportunities for waste reduction, recycling, and organics management in schools, including school recycling programs that educate future generations about the importance of waste reduction, recycling, and overall environmental stewardship. Recycling can also help schools save on disposal costs and taxes associated with solid waste disposal.

In 2020, Public Health, through the Environmental Health Division, developed a solid waste reduction and recycling program for all county public K-12 independent school districts and charter schools with student enrollment of 250 and above. Private schools and charter schools with less than 250 students are not eligible for the program but may apply for funding through the BizRecycling grant program, administered through Ramsey/Washington Recycling & Energy (R&E), which includes coordinating school recycling programs as a joint activity between the two counties. By agreement with the two counties, R&E joint activities funding is used to provide consulting services to private schools and charter schools with fewer than 250 students, while the individual counties work directly with the independent school districts and larger charter schools.

This request is for approval to continue the School Waste Reduction and Recycling program as approved by the board in 2020 for another two-year period, 2022-2023. The purpose of the program is to provide technical assistance with outcome goals of increasing recycling and organics diversion, supporting food waste prevention and donation program participation, launching targeted reuse campaigns, and implementing end of year school clean-outs

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

Ramsey County is the most racially and ethnically diverse county in the state. The public and charter schools are made up of a very diverse student body, with over 126 languages and dialects spoken in the schools. Many of the charter schools are geared towards a specific racial, ethnic or cultural group. One grant application from a charter school with a predominantly East African student body emphasized the needs of its specific community regarding recycling and waste reduction. This grantee was adamant about creating a recycling education framework that both aligned with their values and was representative of their student body, pointing to the school's engagement of their students and their families to understand their needs. By offering resources to the public-school districts and charter schools, the county is reaching many racially and ethnically diverse communities it might not otherwise reach for waste reduction and prevention messaging.

Community Participation Level and Impact

Community partnership and participation is integral to the School Waste Reduction and Recycling Program. The program was designed with the direct participation of school stakeholders, including school administration and facility staff. Three facilitated stakeholder group meetings were held prior to the development of the grant program. Stakeholders provided input, ideas, and suggestions, and identified their vision and objectives for implementation. One product of this participation was the development of the school recycling best practices continuum and the identified need for technical assistance to guide the schools through the continuum. As part of the launch of the grant program, a school recycling advisory board, made up of these same stakeholders, was established and continues to meet quarterly.

In addition, educators/teachers were engaged regarding recycling and waste reduction lesson plans for both Ramsey and Washington Counties. Two listening sessions were held and over 1500 surveys were sent out in the two counties to engage educators in what they need in lesson plans regarding recycling and waste reduction. This feedback informed the recycling and waste reduction lesson plans being created.

Whenever possible, students are engaged in the program development. For example, one school's student green team was instrumental in assisting with the grant application and resulting program implementation. Although the pandemic has made it difficult to engage with community at an optimal level, further community engagement opportunities with the students and parents will continue to be pursued.

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

Public Health's proposed 2022-2023 budget includes \$600,000 per year from the County Environmental Charge which is designated for school waste reduction and recycling grants.

County Manager Comments

No additional comments.

Last Previous Action

On June 2, 2020, the County Board approved the Ramsey County School Waste Reduction and Recycling Program for 2020-2021 (Resolution B2020-116).

Attachments

1. None

Board of Commissioners

Request for Board Action

Item Number: 2021-492

Meeting Date: 9/21/2021

Sponsor: Public Health

Title

2022-2023 Recycling & Energy Board Joint Activities Budget

Recommendation

Accept and approve the 2022-2023 Ramsey/Washington Recycling & Energy Board Joint Activities Budget as recommended by the Ramsey/Washington Recycling & Energy Board.

Background and Rationale

The Joint Powers Agreement creating the Ramsey/Washington Recycling & Energy Board ("R&E Board") provides that the two county boards retain authority to approve the Joint Activities Budget of the R&E Board. That budget is used to administer and carry out joint waste management activities and includes non-R&E Center related activities of the R&E Board. Joint waste management activities are derived from the counties' respective solid waste management master plans where policies and strategies have intentionally been aligned.

On July 22, 2021, the R&E Board approved and recommended that the county boards approve the 2022-2023 Joint Activities Budget. The attached documentation from the R&E Board includes information about the Joint Activities Budget.

In 2020 and 2021, there were several programs that operated in Ramsey County funded solely by the county. This was a result of a decision by Washington County to reduce funding for the biennium to be able to support Washington County programming needs. There are unspent funds from the Ramsey-only programs that will carry over into 2022 and reduce Ramsey County's 2022 financial contribution. The Ramsey-only programs, explained in the attached R&E documents, will expand to both counties with joint funding in 2023.

The Joint Activities Budget is summarized below.

	2018	2019	2020	2021	2022	2023
Total Joint Activities Budget	\$10,725,643	\$9,780,831	\$9,053,290	\$9,083,369	\$10,707,727	\$11,609,454
Washington County (27%)	\$2,895,924	\$2,640,824	\$1,914,290	\$1,922,230	\$2,891,086	\$3,134,553
Ramsey County (73%)	\$7,829,729	\$7,140,007	\$5,175,674	\$5,197,139	\$7,016,641	\$8,474,901
Ramsey-Only Funds	N/A	N/A	\$1,964,000	\$1,964,000	\$800,000*	
*Anticipated carryover Ramsey-only funds from 2021						

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☐ Opportunity

☐ Accountability

Racial Equity Impact

Recycling rates and participation in waste/recycling services provided by the county are not even across racial groups in Ramsey County. Ramsey/Washington Recycling & Energy works with Public Health to emphasize services and invest in community engagement to assist in designing ways to reach and assure services to underrepresented communities. This Joint Activities Budget includes programming aimed to overcome barriers and bring about parity across our community in awareness of and use of these services.

One example includes the Business Pollution Prevention grant program which is available to all small businesses to transition to less toxic chemicals to reduce their toxic air emissions, (dry cleaners and auto body shops). Initial grant outreach focused on small businesses located near residential areas in economically challenged neighborhoods. The goal is to reduce toxic air emissions to reduce health impacts on residents, especially those with respiratory conditions such as asthma.

The Food Scrap Bag program offers an opportunity to all residents at no cost removing a financial barrier to participate. As the Food Scrap Program expands into collection of food scraps placed in durable compostable bags, outreach and the program website will incorporate information in 5-6 languages. The Food Waste Prevention Program has a significant food rescue component diverting food that would otherwise be waste to making that food available to those in need.

R&E is also researching options to site a "Community Hub" in the general Rice-Larpenteur area. The hub would serve as a county resource center for residents in the area modeled after a similar concept in Toronto, Ontario. The hub would offer environmental programming such as fix it clinics, community education, food gleaning, etc. as well as potentially serve as a county satellite service center. The intended community served are the residents in the neighborhood which includes a larger racially and ethnically diverse community. R&E has launched targeted engagement efforts specific to community members in the area to solicit feedback on what scope of services they would be interested in having in place at the hub facility.

Community Participation Level and Impact

Joint Activities programs rely on community participation to work. Community is defined as all engaged residents. Success in food waste prevention, pollution prevention, organics management, business recycling, and recycling in multi-unit housing depends on residents making the right decisions when discarding materials, and that depends on providing understandable and convenient services. Public Health and R&E engage communities in the design and provision of these programs.

R&E tracks the number of grants awarded, measures the impact of outcomes including those that are awarded to businesses owned and/or operated by racially and ethnically diverse members of our community. Further, R&E is engaging an outside vendor, Ecotone, to assess and measure Biz Recycling grants to equity goals.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☐ Empower

Fiscal Impact

The Ramsey County share of the Joint Activities Budget is \$7,816,641 in 2022, with \$800,000 carried over from Ramsey-only programs in 2021 plus \$7,016,641 in payments. In 2023, the amount to be paid by Ramsey County is \$8,474,901. Funds are included in the proposed 2022-2023 Public Health budget for these amounts.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. R&E Board Resolution
2. R&E Board Joint Activities Budget Memos
3. R&E Board 2022-2023 Joint Activities Budget

RESOLUTION R&EB-2021-12

WHEREAS, The Ramsey/Washington Recycling & Energy Board ("R&E Board") is governed by the amended and restated joint powers agreement by and between Ramsey County and Washington County dated November 19, 2019 ("Joint Powers Agreement"); and

WHEREAS, The Joint Powers Agreement provides that the R&E Board shall establish a Joint Activities Budget; and

WHEREAS, The Joint Leadership Team ("JLT") prepared a 2022-2023 Joint Activities Budget, which was presented to and reviewed by the Facility & Finance Committee; and

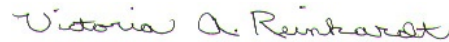
WHEREAS, The Facility & Finance Committee has recommended the 2022-2023 Joint Activities Budget (Resolution R&EB-FFC-2021-04); and

WHEREAS, The R&E Board reviewed and discussed the 2022-2023 Joint Activities Budget at its June 24, 2021 meeting. NOW, THEREFORE, BE IT

RESOLVED, The Ramsey/Washington Recycling & Energy Board ("R&E Board") hereby approves the 2022-2023 Joint Activities Budget. BE IT FURTHER

RESOLVED, The R&E Board hereby recommends that the Ramsey and Washington county boards approve the 2022-2023 Joint Activities Budget.

<u>Commissioner:</u>	<u>Aye</u>	<u>Nay</u>
Frethem	___	___
Johnson	<u>X</u>	___
Karwoski	<u>X</u>	___
MatasCastillo	___	___
McGuire	<u>X</u>	___
Miron	<u>X</u>	___
Ortega	<u>X</u>	___
Reinhardt	<u>X</u>	___
Weik	<u>X</u>	___
Kriesel (Alt)	___	___
McDonough (Alt)	___	___



Victoria Reinhardt, Board Chair

July 22, 2021



Attest

July 22, 2021



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

April 15, 2021

To: R&E Facility & Finance Committee
From: Joint Leadership Team (JLT)
RE: Proposed 2022-2023 Joint Activities Budget

Introduction

The R&E Facility & Finance Committee is responsible for preparing and proposing budgets to the R&E Board. This document introduces a proposed 2022-2023 Joint Activities Budget to initiate the committee's work on this budget. The proposed budget has been designed to correlate with the remaining two years of the counties' Solid Waste Management Master Plans, introduce the curbside food scrap collection program scheduled to begin in 2022, provide adequate funding for R&E administration, address future R&E projects, and discontinue separate funding for Ramsey County only programs.

Review of Budget Structure

The Joint Activities Budget includes non-R&E Center related expenses funded by contributions from the counties – 73% from Ramsey County and 27% from Washington County. Following R&E Board approval, this budget requires approval by both county boards. In accounting terms, this is a "governmental fund," covering the non-business activities of Ramsey/Washington Recycling & Energy (R&E). Major changes to the proposed 2022-2023 Joint Activities Budget from the 2021 budget are described below.

- **Project Management:**

This program area includes expenses associated with overall management of R&E. Changes proposed include:

- A 0% cost of living adjustment for staff.
- Addition of 1 FTE program coordinator position and one administrative assistant position both needed to work on services included in the proposed budget. g
 - The program coordinator will work exclusively on the design, development and implementation of key elements of the new food scrap collection system using durable compostable bags (DCBs). This includes work with contractors on the website to accept and manage orders for DCBs, manufacture DCBs, fulfill orders through delivery and provide customer service.
 - The administrative assistant will work as support for the R&E human resources, finance, and contract management programs. Sufficient administrative work is being performed by management staff to justify this position. Examples include basic HR functions such as timekeeping and payroll, posting position openings, interview setup, coordinating orientation, preparing various reports (ACA, FMLA, EEO and overtime), coordinating open enrollment, providing support for contract management of over 300 contracts per year and assisting with accounts receivable.
- Inclusion of 1 FTE program coordinator previously funded by Ramsey County Additional Programs in 2020 and 2021 to work across both counties in 2022 and 2023, no longer for work only in Ramsey County.

- Funding for information technology (IT) services needed to ensure R&E's IT infrastructure and functions are secure and properly managed, including business applications, projects for improved communication and collaboration, enhanced security systems and contracted IT staff.
- Contributions to Partnership on Waste and Energy (PWE) at the same level as previous PWE budgets.
- **Non-Residential Recycling:**
This program area includes costs associated with R&E waste reduction and recycling activities focused primarily on the commercial sector. This includes all aspects of BizRecycling, including grants/technical assistance to businesses, partnerships/sponsorships and educational resources. Non-Residential Recycling also contains resources for addressing waste and recycling at multi-unit residential properties as well as resources focused on preventing food waste and increasing food recovery.

Continued funding for the following based on policy direction in the counties' solid waste management master plans, making progress towards state's 75% recycling goal and meeting existing demand for current programming includes:

- BizRecycling – Funding levels comparable to the 2020-21 budget to support ongoing business recycling needs while developing new strategies to assist businesses based on 2021 BizRecycling strategic planning.
- Multi-Unit Recycling Program – Increased funding for grants and technical assistance to meet the growing demand for resources.
- Food Waste Prevention – Increased funding to reduce the amount of food being wasted while recovering more edible food that can be used to address food insecurity in both counties.

Refined funding for the following based on remaining solid waste management master plans strategies for both counties and previously developed and tested in Ramsey County, using additional Ramsey County funding includes:

- Business Pollution Prevention – A program providing technical assistance and financial incentives to help businesses reduce the use of chemicals harmful to health and the environment, while also reducing hazardous waste.
- Compost Market Development – In anticipation of a county-wide food scraps collection program, grow the demand for finished compost derived from food scraps. These efforts include technical and educational resources, financial incentives and policy-based solutions focused on increasing market demand for compost.

- **Community Waste Solutions:**
This new program area is a combination of previous items that address county solid waste master plan strategies through collaborative community approaches to address the unique needs of the communities in both counties. Several opportunities have been identified for waste reduction and recycling outside of the non-residential recycling budget area including:
 - Community Resource Hubs – Based on examples seen by commissioners and staff in Toronto, this concept began as a pilot project for the Rice-Larpenteur neighborhood in Ramsey County as a way to meet specific community needs related to waste reduction and recycling. Working with the multi-jurisdictional Rice-Larpenteur Alliance, and

through community engagement efforts, a variety of options were identified, and now county and R&E staff are working to identify a physical space in the community to serve as a resource hub. In this proposed budget, this concept will be replicated or adapted in other priority communities in both counties to identify needs and then work provide solutions.

- Bulky Waste Solutions – Bulky items like mattresses, furniture and construction and demolition (C&D) materials are generally non-processable at the R&E Center, but continue to be delivered there. Building on pilot testing in Ramsey County in 2021, this budget item will provide resources to support mattress recycling efforts in both counties, while also providing new resources to support the reuse and recycling of C&D materials.
- Reuse & Repair – Building on individual county efforts, funds will be used to coordinate the reuse and repair resources across both counties. This will include consistent educational and promotional efforts while also building out new resources like a shared disposal directory to be used and promoted by both counties for its residents.

- **Food Scrap Recycling:**

This program area includes funding for operational expenses associated with the new food scrap collection program, using durable compostable bags, scheduled to be available to every resident in both counties with a phased roll-out beginning in 2022.

The food scrap collection program will utilize durable compostable bags for collecting food scraps from households. Residents will place the bags in existing trash carts for collection by haulers. Bags of food scraps will be sorted at the R&E Center and sent to a local composting facility.

This proposed budget is the first time that operational costs will be included in the budget. The costs identified below for the food scrap collection program will continue to increase over time as participation from communities increases. For example, first year participation is estimated to be 5%, and after 5 years up to 40%. Operational costs will fit into the following categories:

- Program Resources – This includes materials provided to households to ensure successful participation, primarily the durable compostable bags.
- Other Professional Services – This includes contracted services for implementation and operation of the program: warehousing, order fulfillment, delivery of the durable compostable bags and administrative components like customer service, licensing and program maintenance.
- Promotional Activities – This includes public-facing components for increasing awareness of and participation in the program and includes program website, promotional videos and educational media campaigns.

- **General Outreach:**

Continued funding in the General Outreach program area covers outreach, education, communication and community engagement work of R&E including for R&E Joint Activities and the R&E Center, as well as coordinated strategies with both counties. General outreach ensures awareness and participation in programs as well as assisting the counties in and coordinated messaging and engaging communities. Some examples of this include:

- Communications, Design, Education & Promotion – These are targeted campaigns about timely issues like problem waste materials, food waste reduction and implementation of

the food scrap recycling program. It also includes promotion increase awareness and participation county programs and services in using paid media campaigns, content development, community engagement, website maintenance, social media and videos.

- **Policy Evaluation:**

Continued funding covers legal, general engineering, and technical services associated with evaluation and policy development of system changes to meet the counties and R&E's vision. Examples related to the R&E Center include continued work on source separated organics and processing to recover recyclables. Identifying alternate markets for RDF is a major issue, as is continued examination of emerging technologies. Also included is planning and implementing key policy issues (such as waste designation and odor mitigation) and engaging on state and regional policy issues such as the restriction-on-disposal, development of anaerobic digestion policy and state energy policy.



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

May 20, 2021

To: Ramsey/Washington Recycling & Energy (R&E) Facility & Finance Committee
From: Joint Leadership Team (JLT)
RE: Proposed 2022-2023 Joint Activities Budget

Introduction

The R&E Facility & Finance Committee is responsible for preparing and proposing budgets to the R&E Board. At the April 15, 2021 committee meeting, the JLT introduced a proposed 2022-2023 Joint Activities Budget to initiate the committee's work on that budget. The committee discussed the proposed budget, and no changes were requested to the proposed budget.

Review of Budget Structure

The Joint Activities Budget includes non-facility related activities and is funded by contributions from the counties – 73% from Ramsey County and 27% from Washington County. In accounting terms, this is a “governmental fund” or “general fund” covering the non-facility activities of Ramsey/Washington Recycling & Energy.

There are six program areas included in the Joint Activities budget:

- Project Management – includes expenses associated with overall management of R&E
- Non-Residential Recycling – includes costs associated with waste reduction and recycling activities focused primarily on the commercial sector
- Community Waste Solutions – addresses county solid waste master plan strategies through collaboration with communities and is a new category that includes items found in previous budgets
- Food Scrap Recycling – includes funding for operational expenses associated with the new food scrap collection program using durable compostable bags, scheduled to be available to every resident in both counties with a phased roll-out beginning in 2022
- General Outreach – covers outreach, education, communication and community engagement work of R&E, including for R&E Joint Activities and the R&E Center, as well as coordinated strategies with both counties
- Policy Evaluation – covers legal, general engineering and technical services associated with evaluation and policy development of system changes to meet the counties and R&E's vision

The memo presented at the April 15 committee meeting that provided details about the Joint Activities Budget is attached for reference. A summary of the Joint Activities budget totals since 2018 is shown below.

	2018	2019	2020	2021	2022	2023
Total Joint Activities Budget	\$10,725,643	\$9,780,831	\$9,053,290	\$9,083,369	\$10,707,727	\$11,609,454
Washington County (27%)	\$2,895,924	\$2,640,824	\$1,194,290	\$1,922,230	\$2,891,086	\$3,134,553
Ramsey County (73%)	\$7,829,729	\$7,140,007	\$5,175,674	\$5,197,139	\$7,016,641	\$8,474,901
Ramsey-Only Funds	N/A	N/A	\$1,964,000	\$1,964,000	\$800,000*	
*Anticipated carryover Ramsey-only funds from 2021						

Timing of Staffing Request

The proposed 2022-2023 Joint Activities Budget includes the addition of 1.0 FTE program coordinator position and 1.0 FTE administrative assistant position. Both are needed to work on services included in the proposed budget:

- The program coordinator will work exclusively on the design, development and implementation of key elements of the new food scrap collection system using durable compostable bags (DCBs), including working with contractors on website development, customer service and order fulfillment.
- The administrative assistant will work as support for the R&E human resources, finance and contract management programs. Sufficient administrative work is being performed by management staff in these R&E departments to justify this position, freeing up management staff time to focus on non-administrative tasks.

If the Facility & Finance Committee supports this request, then the JLT recommends that these positions be created in 2021. There is a need for both positions to begin work in 2021, and funds are available in the Joint Activities Budget, due to reduced demand for some services in 2021 related to the COVID-19 pandemic.

Start-up and testing for the food scrap collection program is projected to start earlier than originally projected. As proposals were received and approved for the construction and equipment contracts for the R&E Center enhancements, schedules presented by the vendors provide for beginning in the second quarter of 2022, with services available to residents in the second half of 2022. Having the program coordinator work on the array of work for this program in 2021 is important to be able to meet this timeline and for a quality service to be available when the facility is ready.

An administrative assistant is needed to take on basic HR functions, provide support for contract management and assist in accounting functions currently performed by management staff. Moving these activities to an administrative assistant position will allow management staff to work on higher priority issues, such as facility safety during construction and solicitation of major contracts related to the R&C Center processing improvements.

Action Requested

The Facility & Finance Committee is requested to:

1. Approve the 2022-2023 Joint Activities Budget and recommend that the R&E Board approve that budget.

2. Recommend that the R&E Board approve the addition of 1.0 FTE program coordinator and 1.0 administrative assistant to the Joint Activities Budget in 2021 and authorize the Joint Leadership Team to make necessary budget adjustments.

Ramsey/Washington Recycling & Energy Board

JOINT ACTIVITIES	2021 Approved Budget	2022 Proposed Budget	2023 Proposed Budget
APPROPRIATIONS:			
Project Management	1,453,369	2,729,727	2,519,454
Non-Residential Recycling	3,721,000	4,090,000	4,090,000
Community Waste Solution	-	795,000	795,000
Food Scrap Recycling	-	1,468,000	2,500,000
General Outreach	925,000	605,000	605,000
Policy Evaluation	1,020,000	1,020,000	1,100,000
Ramsey County Additional Programs	1,964,000	-	-
Total Appropriations	<u>9,083,369</u>	<u>10,707,727</u>	<u>11,609,454</u>
REVENUE:			
Washington County	1,922,230	2,891,086	3,134,553
Ramsey County	5,197,139	7,016,641	8,474,901
Anticipated Carryover Funds RC Addition Program from 2021		800,000	
Ramsey County Additional Programs	1,964,000	-	-
Total Revenue	<u>9,083,369</u>	<u>10,707,727</u>	<u>11,609,454</u>
TOTAL	2021 Approved Budget	2022 Proposed Budget	2023 Proposed Budget
Appropriations	9,083,369	10,707,727	11,609,454
Revenue	9,083,369	10,707,727	11,609,454
Surplus/(Deficit)	<u>-</u>	<u>-</u>	<u>-</u>

Ramsey/Washington Recycling & Energy Board

Joint Activities

Account	Description	2021 Approved	2022 Proposed	2023 Proposed
APPROPRIATIONS:				
PROJECT MANAGEMENT				
411101	Salaries Permanent	670,652	1,016,647	1,038,685
411103	Salaries Temporary	15,000	15,000	15,000
411201	PERA	39,240	76,249	77,901
411202	Fica - OASDI	31,791	61,899	63,221
411203	FICA - HI	7,680	15,007	15,328
411301	Health & Dental Ins	122,658	250,809	275,890
411306	Life Ins	729	1,405	1,546
411307	Long Term Disability Ins	352	1,716	1,888
411410	Cell Phone Reimbursement	3,817	7,920	7,920
421101	Accounting & Auditing Services	110,000	110,000	110,000
421102	Auditor	20,000	26,000	26,000
421110	Fiscal agent Fees	50,000	30,000	30,000
421208	County Attorney	50,000	85,000	85,000
421401	Computer Maintenance and Other	6,500	656,100	395,100
421501	Consulting	115,000	225,000	225,000
421511	Partnership on Waste and Energy Contribution	-	83,250	83,250
421525	Recruitment Services	1,000	1,000	1,000
421603	Printing	4,500	4,500	4,500
421701	Postage	2,000	2,000	2,000
422402	Buildings & Office Space	25,000	-	-
423107	Other Education	100,000	-	-
423111	Employee Development	4,000	4,000	4,000
423309	Records Storage	250	275	275
424302	Membership & Dues	8,050	8,600	8,600
424303	Conference & Seminar	20,000	20,000	20,000
424304	Other Travel	40,000	20,000	20,000
424305	Meeting Expense	2,000	2,000	2,000
424501	Mileage	2,300	4,500	4,500
424507	Messenger Service	350	350	350
431101	Office Supplies	500	500	500
Total Project Management		1,453,369	2,729,727	2,519,454

NON-RESIDENTIAL RECYCLING

421522 Other Professional Svcs	1,921,000	-	-
421602 Promotional Activities	200,000	-	-
425102 Grants	1,500,000	-	-
423107 Other Education	100,000	-	-
421542 BizRecycling	-	2,050,000	2,050,000
421543 Multi-Unit Recycling	-	1,250,000	1,250,000
421544 Business Pollution Prevention	-	450,000	450,000
421545 Food Waste Prevention	-	300,000	300,000
421546 Compost Market Development	-	40,000	40,000
Total Non-Residential Recycling	3,721,000	4,090,000	4,090,000

COMMUNITY WASTE SOLUTIONS

421538 Community Resource Hubs	-	220,000	220,000
421539 Bulky Waste Solutions	-	475,000	475,000
421540 Reuse & Repair	-	100,000	100,000
Total Community Waste Solutions	-	795,000	795,000

FOOD SCRAP RECYCLING

421541 Program Resources	-	320,000	760,000
421522 Other Professional Services	-	658,000	1,280,000
421602 Promotional Activities	-	490,000	460,000
Total Food Scrap Recycling	-	1,468,000	2,500,000

GENERAL OUTREACH

421509 Communications, Design, & Educational Services	825,000	455,000	455,000
421522 Other Professional Services	100,000	150,000	150,000
Total General Outreach	925,000	605,000	605,000

POLICY EVALUATION

421201 Legal Services	450,000	490,000	490,000
421502 Engineering Services	400,000	530,000	610,000
424601 Other Services	170,000	-	-
Total Policy Evaluation	1,020,000	1,020,000	1,100,000

RAMSEY COUNTY ADDITIONAL PROGRAMS

411xxx 1 FTE Program Coordinator	114,000	-	-
421522 Other Professional Services	1,075,000	-	-
421602 Promotional Activities	150,000	-	-
425102 Grants	625,000	-	-
Total Ramsey County Additional Programs	1,964,000	-	-
Total Appropriations	9,083,369	10,707,727	11,609,454

REVENUE:

314103 Washington County	1,922,230	2,891,086	3,134,553
319110 Ramsey County	5,197,139	7,016,641	8,474,901
Anticipated Carryover Funds RC Addition Program from 2021		800,000	
319110 Ramsey County Additional Programs	1,964,000	-	-
Total Revenue	9,083,369	10,707,727	11,609,454

Ramsey/Washington Recycling & Energy Board

Joint Activities

LINE ITEM EXPLANATIONS

APPROPRIATIONS EXPLANATIONS

Project Management (51808)

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
411101	Salaries Permanent	670,652	1,016,647	1,038,685

EXPLANATION: Compensation for permanent full-time and permanent part-time employees.

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
411103	Salaries Temporary	15,000	15,000	15,000

EXPLANATION: Compensation for temporary full-time and temporary part-time employees.

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
411201	PERA	39,240	76,249	77,901

EXPLANATION: PERA rate calculation at 7.5% of Salaries Permanent

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
411202	Fica - OASDI	31,791	61,899	63,221

EXPLANATION: Fica - OASDI is calculated at 6.2% of Salary Permanent and Salaries Temporary

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
411203	FICA - HI	7,680	15,007	15,328

EXPLANATION: Fica - HI is calculated at 1.452% of Salaries Permanent and Salaries Temporary

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
411301	Health & Dental Ins	122,658	250,809	275,890

EXPLANATION: Health & Dental Insurance for Staff

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
411306	Life Ins	729	1,405	1,546

EXPLANATION: Life Insurance is paid up to a maximum of \$50,000 or 1 times an employee's salary for Staff

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
411307	Long Term Disability Ins	352	1,716	1,888

EXPLANATION: Long Term Disability Insurance for Staff

Ramsey/Washington Recycling & Energy Board

Joint Activities

LINE ITEM EXPLANATIONS

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
411410	Cell Phone Reimbursement	3,817	7,920	7,920

EXPLANATION: Cell phone reimbursement for staff, \$55 per month per employee

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421101	Accounting & Auditing Services	110,000	110,000	110,000

EXPLANATION: Olson-Thielen - Hauler audit for compliance with the County Environmental Charge in both counties

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421102	Auditor	20,000	26,000	26,000

EXPLANATION: Expenses associated with the required annual audit of the R&E Board

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421110	Fiscal agent Fees	50,000	30,000	30,000

EXPLANATION: Annual Expenses paid to Ramsey County Finance for the cost of managing the R&E Board's finances

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421208	County Attorney	50,000	85,000	85,000

EXPLANATION: Reimbursement expenses to the Ramsey and Washington County Attorney's office for legal services
Ramsey County - \$45,000/yr
Washington County - \$40,000/yr

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421401	Computer Maintenance and Other	6,500	656,100	395,100

EXPLANATION: Computer system maintenance and other IT costs - Salesforce \$29,000; Spring CM \$25,000; EMERGE database \$100,000; CBIZ payroll system, projects based on IT consultant study - communication and collaboration, IT infrastructure and security, and business applications
Computer system maintenance and other IT costs previously paid out of the Facility operating budget - IS service agreement - \$55,360 misc support, service maintenance, anti-virus; WebEx \$2,000; RingCentral \$7,200; Allstream internet \$14,640; Accounting system \$30,000, per year for 2022 and 2023

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421501	Consulting	115,000	225,000	225,000

EXPLANATION: Ramsey County Human Resources - \$5,000/yr, IT consultant - \$215,000/yr

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421511	Partnership on Waste and Energy Contribution	-	83,250	83,250

EXPLANATION: Recycling and Energy's contribution to Partnership on Waste and Energy.

2021	2022	2023
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Ramsey/Washington Recycling & Energy Board

Joint Activities

LINE ITEM EXPLANATIONS

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421525	Recruitment Services	1,000	1,000	1,000

EXPLANATION: Costs relating to hiring Recycling and Energy staff

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421603	Printing	4,500	4,500	4,500

EXPLANATION: Printing services

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421701	Postage	2,000	2,000	2,000

EXPLANATION: Postage

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
422402	Buildings & Office Space	25,000	-	-

EXPLANATION: Expenses paid to Ramsey County for providing office space to R&E Board employees that are not located at the R&E Center

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
423107	Other Education	100,000	-	-

EXPLANATION: Grant Management/Data Tool - EMERGE coordinated database now part of account 421401

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
423111	Employee Development	4,000	4,000	4,000

EXPLANATION: Staff training

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
423309	Records Storage	250	275	275

EXPLANATION: Fee paid for storing records

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
424302	Membership & Dues	8,050	8,600	8,600

EXPLANATION: Minnesota Resource Recovery Association- \$5,250/yr
American Biogas Council - \$850/yr
Great Plains Institute - Bio-economy coalition - \$2,500/yr

Ramsey/Washington Recycling & Energy Board Joint Activities

LINE ITEM EXPLANATIONS

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
424303	Conference & Seminar	20,000	20,000	20,000

EXPLANATION: Conference & Seminars for R&E Board and staff

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
424304	Other Travel	40,000	20,000	20,000

EXPLANATION: Site visits and other educational opportunities

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
424305	Meeting Expense	2,000	2,000	2,000

EXPLANATION: Expenses related to R&E Board staff meetings

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
424501	Mileage	2,300	4,500	4,500

EXPLANATION: Parking/Mileage paid to employees based on IRS reimbursement rate

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
424507	Messenger Service	350	350	350

EXPLANATION: Courier services

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
431101	Office Supplies	500	500	500

EXPLANATION: General office supplies

Total Project Management		1,453,369	2,729,727	2,519,454
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Non-Residential Recycling (51809)

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421522	Other Professional Svcs	1,921,000	-	-

EXPLANATION: Cost code reclassified for 2022 and 2023

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421602	Promotional Activities	200,000	-	-

EXPLANATION: Cost code reclassified for 2022 and 2023

Ramsey/Washington Recycling & Energy Board

Joint Activities

LINE ITEM EXPLANATIONS

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
425102	Grants	1,500,000	-	-

EXPLANATION: Cost code reclassified for 2022 and 2023

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
423107	Other Education	100,000	-	-

EXPLANATION: Cost code reclassified for 2022 and 2023

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421542	BizRecycling	-	2,050,000	2,050,000

EXPLANATION: 1) BizRecycling consulting services - \$600,000/yr (MN Waste Wise - \$500,000/yr; EcoConsilium - \$100,000/yr)
 2) BizRecycling partners (business organizations such as chambers of commerce) - \$225,000/yr
 3) BizRecycling sponsorships (promotional relationships) - \$225,000/yr (St. Paul Saints \$50,000/yr, MN United \$55,125/yr, Ordway \$20,000/yr)
 4) BizRecycling grants and incentives (starter, reward, container, sustaining, and label grants) - \$1,000,000/yr

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421543	Multi-Unit Recycling	-	1,250,000	1,250,000

EXPLANATION: 1) Multi-Unit Recycling consulting services (MN Waste Wise - \$500,000/yr)
 2) Multi-Unit Recycling Program grants and incentives (starter, reward, container, label grants, and apartment recycling specialist stipends) - \$750,000/yr

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421544	Business Pollution Prevention	-	450,000	450,000

EXPLANATION: 1) Business Pollution Prevention consulting services - \$125,000/yr (Environmental Initiative/Clean Air Minnesota \$125,000/yr)
 2) Business Pollution Prevention grants and incentives - \$325,000/yr

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421545	Food Waste Prevention	-	300,000	300,000

EXPLANATION: Resources for preventing food waste and increasing food recovery efforts - \$300,000/yr (Second Harvest Heartland \$40,000/yr; The Good Acre \$40,000/yr)

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421546	Compost Market Development	-	40,000	40,000

EXPLANATION: Resources to aid the growth of end markets for finished compost - \$40,000/yr

Total Non-Residential Recycling		3,721,000	4,090,000	4,090,000
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Ramsey/Washington Recycling & Energy Board

Joint Activities

LINE ITEM EXPLANATIONS

Community Waste Solutions (51817)

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421538	Community Resource Hubs	-	220,000	220,000
EXPLANATION:	1) Community Resource Hub hard costs (rent, equipment, materials, etc.)- \$120,000/yr 2) Community Resource Hub staffing, contractors, and partnerships - \$100,000/yr			
Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421539	Bulky Waste Solutions	-	475,000	475,000
EXPLANATION:	1) Mattress recycling strategies - \$350,000/yr 2) Research, planning, and pilot testing for other bulky items - \$50,000/yr 3) Construction and Demolition (C&D) and deconstruction training, resources, and partnerships - \$75,000/yr			
Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421540	Reuse & Repair	-	100,000	100,000
EXPLANATION:	Education, resources, and shared county disposal directory - \$100,000/yr			
Total Community Waste Solutions		-	795,000	795,000

Food Scrap Recycling (51818)

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421541	Program Resources	-	320,000	760,000
EXPLANATION:	Durable Compostable Bags (DCB's) - \$320,000/yr for 2022 and \$760,000/yr for 2023			
Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421522	Other Professional Services	-	658,000	1,280,000
EXPLANATION:	1) Distribution of DCB's - Warehouse, fulfillment, and delivery of DCB's - \$484,000/yr for 2022 and \$1,025,000/yr for 2023 2) Administration of DCB's - Customer service, program development and maintenance, and license - \$174,000/yr for 2022 and \$255,000/yr for 2023			
Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421602	Promotional Activities	-	490,000	460,000
EXPLANATION:	1) Website - Hosting fees, maintenance, and support - \$165,000/yr for 2022 and \$135,000/yr for 2023 2) Videography - Educational and promotional videos - \$25,000/yr for 2022 and 2023 3) Media campaign - Promotional campaigns - \$200,000/yr for 2022 and 2023 4) Contracted services - Agency fees and staff time for Metre LLC. - \$100,000/yr for 2022 and 2023			
Total Food Scrap Recycling		-	1,468,000	2,500,000

Ramsey/Washington Recycling & Energy Board

Joint Activities

LINE ITEM EXPLANATIONS

General Outreach (51810)

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421509	Communications, Design, & Educational Services	825,000	455,000	455,000
EXPLANATION:	1) Contracted graphic design services for the annual county Green Guides, the R&E annual report, and other materials - \$50,000/yr 2) Recycling & Energy and BizRecycling websites - \$55,000/yr 3) Videography to support programs, activities, and R&E Center - \$50,000/yr 4) Outreach, engagement, promotion, marketing, and educational activities to support programs and R&E Center - \$300,000/yr			
Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421522	Other Professional Services	100,000	150,000	150,000
EXPLANATION:	1) Communication services - contractors to assist with specialized communications needs - \$50,000/yr 2) Cultural consultants - contracting with New Publica and other specialists to better engage with specific cultural communities - \$100,000/yr			
Total General Outreach		925,000	605,000	605,000

Policy Evaluation (51811)

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421201	Legal Services	450,000	490,000	490,000
EXPLANATION:	Legal services contract with Stoel-Rives for legal services related to the R&E Board			
Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421502	Engineering Services	400,000	530,000	610,000
EXPLANATION:	General engineering and technical services contracted with Foth Infrastructure & Environmental, LLC - \$630,000 (\$100,000 paid out of Enhancement Project budget) for 2022 and \$610,000 for 2023			
Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
424601	Other Services	170,000	-	-
EXPLANATION:	Services provided by each County starting in 2022			
Total Policy Evaluation		1,020,000	1,020,000	1,100,000

Ramsey/Washington Recycling & Energy Board Joint Activities

LINE ITEM EXPLANATIONS

Ramsey County Additional Programs

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
411xxx	1 FTE Program Coordinator	114,000	-	-
Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421522	Other Professional Services	1,075,000	-	-
Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
421602	Promotional Activities	150,000	-	-
Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
425102	Grants	625,000	-	-
Total Ramsey County Additional Programs		1,964,000	-	-
Total Appropriations		9,083,369	10,707,727	11,609,454

REVENUE EXPLANATIONS

Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
314103	Washington County	1,922,230	2,891,086	3,134,553
EXPLANATION:	Washington County 27% of Joint Activities Budget			
Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
319110	Ramsey County Anticipated Carryover Funds RC Addition Program from 2021	5,197,139	7,016,641 800,000	8,474,901
EXPLANATION:	Ramsey County 73% of Joint Activities Budget			
Account Code	Account Name	2021 Approved	2022 Proposed	2023 Proposed
319110	Ramsey County Additional Programs	1,964,000	-	-
EXPLANATION:	Additional Ramsey County funding to provide Recycling & Energy activities conducted only in Ramsey County			
Total Revenue		9,083,369	10,707,727	11,609,454

Board of Commissioners

Request for Board Action

Item Number: 2021-490

Meeting Date: 9/21/2021

Sponsor: Community & Economic Development

Title

Certification of Property Assessed Clean Energy (PACE) Charges for Energy Improvements

Recommendation

1. Ratify the removal of the special assessment on the following property:
Owner: Minnesota Cameroon Community
Property Address: 1020 Bandana Blvd. W, Saint Paul, MN 55108
PIN: 27.29.23.13.0040
Assessment Request: \$250,000
Interest Rate: 5.0%
Interest Starts Accruing: 01/01/2019
Term: 10 years
2. Request the County Auditor to extend the proposed special assessment plus interest on the following property:
Owner: Arden Hills RE, LLC
Property Address: 3565 Pine Tree Drive, Arden Hills
PIN: 34-30-23-12-0010
Project Type: Energy efficiency on new construction.
Assessment Request: \$9,661,690.00
Interest Rate: 5.95 %
Interest Starts Accruing: 01/01/2024
Finance Period: 20 years
Such assessments shall be payable in equal annual principal and interest installments extending over the term of the special assessment. The first of the installments shall be payable with general property taxes in 2024, and shall bear interest at the rates per annum and interest start date stated above, and to the first installment shall be added interest on the entire assessment from the interest start date until December 31 of the tax payable year to which the first installment will be extended, and to each subsequent installment, when due, shall be added interest for one year on all unpaid installments and to each installment shall also be added the special assessment administration fee required by Minnesota Statutes section 429.061, subd. 5.
3. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to ratify the removal of the previously approved assessment for Minnesota Cameroon Community and to extend the assessment for Arden Hills RE, LLC on the property tax lists of the County.

Background and Rationale

On November 24, 2015, the Ramsey County Board of Commissioners approved an agreement with the Saint Paul Port Authority (SPPA) for the administration and implementation of Property Assessed Clean Energy Program of Minnesota (PACE OF MN) on behalf of County for energy improvements to eligible properties and providing for the imposition of special assessments as needed in connection with the program (Resolution B2015-355).

Per Minnesota Statutes, Section 429.061, the County Board is required to adopt by resolution each assessment. This action is the eighteenth certification of PACE OF MN special assessments; the first was completed December 22, 2015. With these special assessments, property owners have invested over \$53.7 million in energy improvements.

SPPA has reviewed the application of Arden Hills RE, LLC for their property at 3565 Pine Tree Drive, Arden Hills and determined the interested property owner meets all eligibility requirements. SPPA, on behalf of the property owner, requests the county apply a special assessment and collect repayment on property tax bills on behalf of the SPPA.

The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property. An owner may at any time thereafter, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

PACE OF MN Process/Eligibility/Requirements

Commercial and industrial businesses, non-profits (including religious institutions), and owners of multi-family housing are eligible for PACE OF MN. Approved projects are eligible for 100% financing from SPPA and other non-county sources and the repayment schedule is structured to have an immediate positive cash flow. Interest rates vary depending on the length of the financing term and include SPPA processing charges.

Interested applicants for the PACE OF MN program connect with the SPPA. Applicants are required to be the legal owner of the property and all of the legal owners of the property must agree to participate. The interested property owner must be current on any existing mortgage and the property owner must not have defaulted on the deeds of trust. Property must not be subject to any involuntary liens or judgments, not be delinquent on property taxes and the property owner must not be in bankruptcy. SPPA performs a thorough credit analysis and applications are approved by the SPPA's Credit Committee prior to the SPPA submitting an assessment request to the County.

Following review by SPPA, SPPA requests the county apply a special assessment and collect repayment on property tax bills on behalf of the SPPA. Loan payments for PACE OF MN projects cannot exceed the greater of 20% of the property's assessed value as determined by the county assessor or 20% of an appraised value that has been accepted or approved by the mortgage lender. The second clause allows PACE assessments to be applied to new construction where the value increase has not yet been realized from a property tax perspective. The assessment stays with the property in the event of a sale. The special assessment becomes a lien against the property at the point that it is extended to the tax rolls. If not timely paid, the special assessment would accrue penalties and interest as with other delinquent taxes and is subject to tax forfeiture. Unpaid assessments become a lien on the property like any other special assessment or unpaid property taxes.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☐ Opportunity

☐ Accountability

Racial Equity Impact

The Community and Economic Development department is exploring ways to understand the racial equity impact of this program. To date, the utilization of this program has varied from larger, well capitalized property owners and developers to religious institutions and non-profit organizations.

Community and Economic Development is currently completing an economic analysis and will be analyzing current and possible future business and redevelopment programming as part of the Economic

Competitiveness and Inclusion Vision Plan. Ramsey County strives to ensure the program availability is fair and equitable. PACE special assessments are self-imposed by a property owner and can provide property owners with a way to finance energy efficiency improvements.

Community Participation Level and Impact

The Saint Paul Port Authority, PACE administrator for Ramsey County, engages businesses directly or through other economic development partners in increasing awareness of this program. The community is also informed of the availability of this program through the County's website at

[<https://www.ramseycounty.us/businesses/property-development/property-development-programs/property-assessed-clean-energy-program-pace>](https://www.ramseycounty.us/businesses/property-development/property-development-programs/property-assessed-clean-energy-program-pace)

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

The processing of loan applications to participate in the PACE OF MN program is the responsibility of the SPPA, with loan repayments being the responsibility of the property owner. Support services are provided by existing staff from Community and Economic Development and Property Tax, Records and Election Services and included in the biennial operating budget.

County Manager Comments

No additional comment.

Last Previous Action

On August 24, 2021, the Ramsey County Board approved a Certification of Property Assessed Clean Energy (PACE) Charges for Energy Improvements for one property in the amount of \$17,000 (Resolution B2021-182).

Attachments

1. Request Letter from Saint Paul Port Authority
2. PACE OF MN Project and Assessment Tracking Sheet

August 24, 2021

Rick Howden
Ramsey County
Community and Economic Development
15 West Kellogg Boulevard, 210 Courthouse
Saint Paul, MN 55102

Dear Rick:

The Saint Paul Port Authority is requesting the Ramsey County Board place a Property Assessed Clean Energy (PACE) special assessment on the following parcel as requested by the property owner:

<u>Property Owner</u>	<u>Parcel Number</u>	<u>Assessment Amount</u>
Arden Hills RE, LLC	34.30.23.12.0010	\$9,661,690.00

As the administrator of PACE for Ramsey County, the Port Authority has reviewed this assessment and it has determined that the project conforms with the Minnesota PACE statutes. Interest will start to accrue on January 1, 2024 and the assessments will amortize over a 20-year term, beginning in 2024. An amortization schedule is attached as well as the PACE application requesting this assessment from the property owner.

We are requesting that your Board consider this assessment at its September 21, 2021 meeting. Please let me know if you have any questions and if there are any issues with taking this up at the September 21st meeting.

Thank you,

Peter Klein
Vice President - Finance





Property Assessed Clean Energy - PACE OF MN

Project/Assessment Tracking Sheet

\$ 53,731,541.00

PIN	Owner	Address	Assessment Date	Resolution #	Amount	Term	Interest Rate	Accrual Date	Improvements	Commissioner District
14-29-22-44-0007	Carol M Acosta DBA Playschool Childcare, Inc.	1709 McKnight Road Maplewood, MN 55109	12/22/15	B2015-410	\$ 75,000.00	10 years	4.50%	1/1/2016	20KW Photovoltaic Solar System	7
29-29-22-14-0182	Richard J F Kramer & Rosemary A Kramer DBA RJFK Media Associates, Inc.	965 Arcade Street Saint Paul, MN 55106	12/22/15	B2015-410	\$ 30,000.00	10 years	4.50%	1/1/2016	12KW Photovoltaic Solar System	6
36-29-23-11-0003	Jade Holdings LLC	653 Rice St. Saint Paul, MN 55103	12/22/15	B2015-410	\$ 11,000.00	10 years	4.50%	1/1/2016	HVAC, lighting and controls	3
36-29-23-11-0008	DBA J&J Distributing				\$ 467,000.00					
36-29-23-11-0010					\$ 54,000.00					
36-29-23-11-0011					\$ 88,000.00					
06-28-22-11-0017	First Bank Building LLC	332 Minnesota Street, Saint Paul, MN 55101	5/24/16	B2016-144	\$ 5,000,000.00	20 years	5.52%	5/24/2016	HVAC; energy upgrades	5
13-29-22-44-0004	Tubman	2675 Larpenteur Ave. E., Saint Paul,MN 55109	5/24/16 <i>Modified B2017-098</i>	B2016-144	\$ 46,000.00 <i>\$ 30,000.00</i>	10 years	4.00%	6/1/2016	40 kw solar installations; energy upgrades	7
06-28-22-11-0005	375 Jackson Courtly LLC & 375 Jackson Willow, LLC	375 Jackson ST, STE 700W, Saint Paul,MN 55101	6/21/16	B2016-167	\$ 672,000.00	20 years	5.47%	6/21/2016	HVAC; energy upgrades	5
06-28-22-11-0007					\$ 728,000.00					
06-28-22-12-0119	US Bank Centre LLC	101 5th Street East, Saint Paul,MN 55101	6/21/16	B2016-167	\$ 3,820,000.00	20 years	5.47%	6/21/2016	HVAC; energy upgrades	5
29-29-22-13-0183	990 Payne Ave, LLC	990 Payne Avenue, Saint Paul, MN 55130	7/1/17	B2017-159	\$ 70,000.00	10 years	4.50%	7/1/2017	Energy efficiency	6
20-30-23-33-0030	United Church of Christ	1000 Long Lake Road, New Brighton, MN 55112	7/1/17	B2017-159	\$ 85,100.00	10 years	4.50%	7/1/2017	23.04 kw solar installation	2
18-30-23-34-0077	Atonement Lutheran Church	1980 Silver Lake Road NW, New Brighton, MN 55112	7/1/17	B2017-159	\$ 115,000.00	10 years	4.50%	7/1/2017	40 kw solar installation	2
27-29-23-13-0051	Atrium, LLC	1295 Bandana Boulevard, Saint Paul, MN 55108	11/7/17	B2017-278	\$ 120,000.00	10 years	4.50%	11/7/2018	Direct digital control system installation	3
31-29-22-14-0048	Positively 2nd St., LLC	628 Pine Street, Saint Paul, MN 55130	11/7/17	B2017-278	\$ 52,000.00	10 years	4.50%	11/7/2018	Building retrofitting	5
29-29-23-13-0058	Endicott, LLC	2325 Endicott Street, Saint Paul, MN 55114	11/7/17	B2017-278	\$ 390,000.00	10 years	4.50%	1/1/2018	152 kW rooftop solar installation	4
29-29-23-34-0027	Midway Commerical Building	2512 University Ave West Saint Paul, MN 55114	12/18/2018	B2018-351	\$ 74,000.00	10 years	4.50%	4/1/2018	Boiler	4
27-29-23-24-0250	Energy Park, LLC	1360 Energy Park Drive Saint Paul, MN 55114	12/18/2018	B2018-351	\$ 275,000.00	10 years	4.50%	4/1/2018	HVAC; energy upgrades	3
28-29-23-13-0008	MVP Real Estate, LLC	1771 Energy Park Drive Saint Paul, MN 55114	12/18/2018	B2018-351	\$ 145,928.00	10 years	4.50%	4/1/2018	40 kW rooftop solar installation	4
04-28-22-12-0037	Cerenity Marian of St. Paul, LLC	200 Earl Street Saint Paul, MN 55114	12/18/2018	B2018-351	\$ 1,385,000.00	10 years	4.50%	4/1/2018	HVAC, Boiler and Chiller	5
29.30.23.21.0121	Hossein A. Jalali	991 9th Ave NW New Brighton, MN 55112	12/18/2018	B2018-351	\$ 55,000.00	10 years	4.50%	4/1/2018	20-kw Solar Installation	2
09.29.23.43.0002	Rosewood Office Plaza, LLC	1711 County Road B West Roseville, MN 55113	12/18/2018	B2018-351	\$ 130,000.00	10 years	4.50%	4/1/2018	HVAC; energy upgrades	2
01.28.23.12.0287	YWCA of St. Paul	375 Selby Ave Saint Paul, MN 55102	12/18/2018	B2018-351	\$ 245,000.00	10 years	4.50%	9/1/2018	HVAC; energy upgrades	4
29.29.23.42.0086	Precision Coatings, Inc.	2309 Wycliff Street Saint Paul, MN 55114	12/18/2018	B2018-351	\$ 250,000.00	10 years	4.50%	4/1/2018	HVAC; energy upgrades	4
31.29.22.34.0203	Rebound Exchange, LLC	26 Exchange St East Saint Paul, MN 55101	12/18/2018	B2018-351	\$ 393,880.00	10 years	5.00%	1/1/2019	Energy efficiency	5



Property Assessed Clean Energy - PACE OF MN

Project/Assessment Tracking Sheet

\$ 53,731,541.00

PIN	Owner	Address	Assessment Date	Resolution #	Amount	Term	Interest Rate	Accrual Date	Improvements	Commissioner District
09.29.23.22.0015	Roseville Office Plaza, LLC	1970 Oakcrest Ave Roseville, MN 55113	12/18/2018	B2018-351	\$ 221,000.00	10 years	5.00%	1/1/2019	HVAC; energy upgrades	2
27.29.22.23.0077	Prosperity Properties, LLC	958 Prosperity Ave Saint Paul, MN 55106	12/18/2018	B2018-351	\$ 233,000.00	10 years	5.00%	1/1/2019	93 kW Solar Array	6
09.29.22.14.0010	Koobmoo Funeral Chapel, Inc.	1259 Gervais Ave East Maplewood, MN 55109	12/18/2018	B2018-351	\$ 109,000.00	10 years	5.00%	1/1/2019	40-kW solar array	7
20.29.22.44.0168	Koobmoo Funeral Chapel, Inc.	1235 Arcade St Saint Paul, MN 55106	12/18/2018	B2018-351	\$ 84,000.00	10 years	5.00%	1/1/2019	30-kW solar array	6
05.28.22.42.0013	RBP Realty, LLC	276 Chester Street Saint Paul, MN 55107	12/18/2018	B2018-351	\$ 39,204.55	10 years	5.00%	1/1/2019	HVAC; energy upgrades	5
05.28.22.43.0029	RBP Realty, LLC	296 Chester Street Saint Paul, MN 55107	12/18/2018	B2018-351	\$ 36,922.07	10 years	5.00%	1/1/2019	HVAC; energy upgrades	5
05.28.22.43.0030	RBP Realty, LLC	314 Chester Street Saint Paul, MN 55107	12/18/2018	B2018-351	\$ 17,922.08	10 years	5.00%	1/1/2019	HVAC; energy upgrades	5
05.28.22.43.0031	RBP Realty, LLC	334 Chester Street Saint Paul, MN 55107	12/18/2018	B2018-351	\$ 114,253.25	10 years	5.00%	1/1/2019	HVAC; energy upgrades	5
05.28.22.43.0016	RBP Realty, LLC	264 Lafayette Frontage Road E Saint Paul, MN 55107	12/18/2018	B2018-351	\$ 155,698.05	10 years	5.00%	1/1/2019	HVAC; energy upgrades	5
01.30.22.22.0019	PRC-WBMS, LLC	2310 Leibel St. White Bear Township, MN 55110	5/14/2019	B2019-117	\$ 87,000.00	10 years	6.00%	1/1/2020	Solar Installation	1
06.28.22.12.0060	St Paul Building LLC	359 Wabasha Street	10/1/2019	B2019-226	\$ 315,000.00	20 years	6.95%	1/1/2020	New cooling tower, building automation, and lighting upgrades	5
12-29-23-22-0006	Roseville Senior Living LLC	2600 Dale Street North, Roseville, MN 55113	11/5/2019	B2019-248	\$ 3,850,000.00	20 years	6.65%	1/1/2021	HE roof and wall insulation, Energy Star windows, HE magic paks, HE air units, Energy Star water heaters, LED lights, HE appliances, etc.	2
82822220064	CJK Holding LLC	429 Wabasha Street S, Saint Paul, MN 55107	12/17/2019	B2019-314	\$ 58,500.00	10	5.00%	6/1/2019	Solar array	5
62822430042	DPN Properties LLC	120 W Plato Blvd, Saint Paul, MN	12/17/2019	B2019-314	\$ 187,300.00	10		9/1/2019	LED lighting, boiler, wastewater heat exchange	5
163022440025 163022440026 163022440027	Dulayne Properties LLC	4760 White Bear Parkway, White Bear Lake, MN 4750 White Bear Parkway, White Bear Lake, MN 4740 White Bear Parkway, White Bear Lake, MN	12/17/2019	B2019-314	\$ 42,600.00 \$ 34,700.00 \$ 34,700.00	10	5.00%	7/1/2019	Solar array	7
202922120089	Akamai LLC	613 Hoyt Avenue, Saint Paul, MN	12/17/2019	B2019-314	\$ 60,000.00	10	5.00%	10/1/2019	Rooftop solar	6
122922140078	NSP Post 39 American Legion	2678 East 7 th Avenue, North St. Paul, MN	12/17/2019	B2019-314	\$ 80,000.00	10	5.00%	6/1/2019	HVAC improvements	7
282923110031 282923120006 282923120005	3PL Holdings, LLC	1700 Wynne Avenue, Saint Paul, MN	4/28/2020	B2020-090	\$2,435,777.00 22,220.00 79,280.00	10	4.15%	1/1/2021	Solar array	4
322923140005	Workshop Vandalia Owner, LLC	550 Vandalia, Saint Paul, MN	6/16/2020	B2020-125	\$4,540,643	20	5.75%	10/15/2021	Roof replacement and insulation, HVAC equipment, LED lighting, building envelope, window replacement and glazing, and building insulation	4



Property Assessed Clean Energy - PACE OF MN

Project/Assessment Tracking Sheet

\$ 53,731,541.00

PIN	Owner	Address	Assessment Date	Resolution #	Amount	Term	Interest Rate	Accrual Date	Improvements	Commissioner District
353023230043	Belle Enterprises, LLC	3434 Lexington Avenue N, Shoreview	11/24/2020	B2020-235	\$193,000.00	10	5.00%	3/1/2020	Solar array, HVAC upgrades	1
352923230165	1000 University Ave Properties, LP	1000 University Avenue, Saint Paul	11/24/2020	B2020-235	\$260,000.00	10	5.00%	6/1/2020	Solar array	4
062822120068	Port Arthur Development, LLC	24 East 4th Street, Saint Paul	11/24/2020	B2020-235	\$361,000.00	10	4.25%	10/1/2020	LED lighting and automation controls	5
322923110043	Zone 5 Group, LLC	2161 University Avenue West, Saint Paul	12/22/2020	B2020-276	\$220,500.00	10	5.00%	1/1/2021	Solar array	4
62822120033	St. Paul Wabasha Partners, LLC	386 Wabasha Street N, Saint Paul	2/16/2021	B2021-039	\$12,000,000.00	20	6.44%	1/1/2022	Energy efficiency improvements	5
362923120224	293 Como, LLC	293 Como Ave, Saint Paul	2/16/2021	B2021-039	\$188,000.00	20	6.34%	1/1/2022	Roofing upgrades	3
342923340041	1457 Marshall LLC	1457 Marshall Ave, Saint Paul	2/16/2021	B2021-039	\$380,000.00	20	6.34%	1/1/2022	Roofing upgrades and solar installation	4
122923220006	Roseville Senior Living, LLC	2600 Dale Street N, Roseville	5/18/21	B2021-110	\$ 5,500,000.00	20	6.13%	1/1/2022	Energy conservation measures in new construction	2
72822140154	Michael Juraj	631 Stryker Avenue, Saint Paul	8/24/21	B2021-182	\$ 17,000.00	10	4.25%	1/1/2022	Purchase and installation of solar panels and related equipment for producing electricity for the building	5
PROPOSED										
343023120010	Arden Hills RE, LLC	3565 Pine Tree Drive, Arden Hills	9/21/21		\$ 9,661,690.00	20	5.95%	1/1/2024	Energy efficiency on new construction	1
REMOVED										
27-29-23-13-0040	MINCAM – Minnesota Cameroon Community – C/O Dr. Robert Tamukong	1020 Bandana Blvd. W, MN 55108	5/24/16	B2016-144 <i>Removal B2017-040</i>	\$ 194,000.00	10 years	4.50%		Connection to Energy Park Utility Company's District Energy System	3
27.29.23.13.0040	Minnesota Cameroon Community	1020 Bandana Blvd. W, MN 55108	12/18/2018	B2018-351	\$ 250,000.00	10 years	5.00%	1/1/2019	Connection to Energy Park Utility Company's District Energy System	3

Board of Commissioners

Request for Board Action

Item Number: 2021-478

Meeting Date: 9/21/2021

Sponsor: Parks & Recreation

Title

Pipeline Right of Entry Agreement with the Metropolitan Council in Long Lake Regional Park

Recommendation

1. Approve a Right of Entry Agreement with the Metropolitan Council for access to Long Lake Regional Park for the completion of a sanitary improvement project.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to approve and execute amendments to extend the term of the access agreement in accordance with the provisions of the agreement and with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

Background and Rationale

The Metropolitan Council (Met Council) operates an existing underground sanitary sewer utility that currently runs through a section of Long Lake Regional Park. The Met Council has a need to undertake a public improvement project (MCES Project No. 808862), for rehabilitation of Interceptors (2-NB-100 and 8451) in the park for the purposes of maintaining existing infrastructure and protecting public health and the environment.

The project includes the installation and operation of temporary conveyance systems (pumps and piping), followed by replacement or rehabilitation of manhole structures and interceptor sewers, and site restoration. Access to the Met Council manhole locations in the park will require utilization of the Parks boat launch parking lot and surrounding areas, construction of temporary access roads and creek crossings. The Right of Entry Agreement enables the required rehabilitation work to be completed on county property, provides access locations, and establishes construction requirements for the sanitary sewer project. Construction staging for equipment and materials will be located within a portion of the existing Long Lake boat launch parking lot. The Met Council will notify Parks and Recreation, 72 hours prior to the start of construction. The Met Council will be responsible for restoration of impacted areas including hard surface bituminous and concrete pavement areas, turf, natural areas, and park related site amenities within the project area. Temporary conveyance piping will be placed within the project limits and removed at no cost to the county.

The Met Council has prepared project plans, specifications, and necessary agreements in coordination with Parks and Recreation, and the Ramsey County Attorney's Office. The Met Council is planning to complete project improvements October 1, 2021 through June 30, 2022. After all sanitary sewer construction activities are completed, the Met Council agrees to restore the impacted park property to as near original condition as is reasonably possible at no cost to the county.

County Goals (Check those advanced by Action)

☐ Well-being

☐ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

This is a project led by the Met Council requiring access to county property; however, this project will have a

regional impact in addition to supporting an area that has a racial and ethnic makeup of approximately 22.8% within New Brighton and surrounding areas. By providing improved service delivery for businesses and residents that connect to this sanitary sewer utility, the project supports investments in the infrastructure of regional park systems that benefit all residents. This investment in a quickly diversifying area will support the long-term wellbeing of communities of color and contribute to greater racial equity goals.

Community Participation Level and Impact

There was no county related community participation related to the Right of Entry Agreement. This is a Met Council led project regarding sanitary sewer utility improvements. Prior to the start of the project, the Met Council will add this project to their sanitary sewer construction project list to notify residents of the community of project activities at: <https://metro council.org/wastewater-water/projects/sewer-planning-construction.aspx>.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The Met Council is completing all aspects of this project at no cost to the county.

County Manager Comments

No additional comments.

Last Previous Action

On May 26, 2020, the Ramsey County Board of Commissioners approved a Permanent Easement Agreement with the Metropolitan Council for sanitary sewer utility improvements at the Battle Creek Regional Park to complete a sanitary sewer improvement project (Resolution B2020-109).

Attachments

1. Right of Entry Agreement with Metropolitan Council
2. Exhibits A, B and C

TEMPORARY RIGHT-OF-ENTRY AGREEMENT

Long Lake Interceptor Rehabilitation Project MCES Project No. 808862

This Right-of-Entry Agreement (“**Agreement**”) is made and entered into by and between the County of Ramsey, a political subdivision of the State of Minnesota (“**County**”), and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“**Council**”) (each singularly “**Party**” and jointly “**Parties**”).

WHEREAS, the County owns real property located at Long Lake Regional Park in New Brighton, MN (“**Park**”), and

WHEREAS, the Council has a need to undertake a public improvement project, Long Lake Interceptor Rehabilitation, in the Park for the purposes of maintaining existing infrastructure and protecting public health and the environment (“**Project**”), and

WHEREAS, the Council intends to contract for the Project through a public bidding process, with construction work commencing October 1, 2021 and

WHEREAS, for purposes of conducting the Project, the County is willing to grant the Council and its contractors access for construction to the work area defined in **Exhibit A** (“**Work Area**”) within the Park under the terms of this Agreement, and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements stated below, the Parties agree as follows:

1. The County grants permission to the Council and its contractors to access the Work Area for construction purposes subject to the terms stated in this Agreement. No construction staging or work may occur at any other location within the Park without prior written permission from the County.
2. The term of the construction access shall be from October 1, 2021 through June 30, 2022 (“**Access Period**”), unless extended by written agreement signed by the Parties’ authorized representatives. During the Access Period, the Council and contractors shall have the right to enter the Work Area for purposes of the Project.
3. All Project work, including restoration of damaged areas due to construction activities, shall be completed within the Access Period, with the exception of warranty work (landscape plantings maintenance and potential parking lot pavement restoration) pursuant to paragraph 7.
4. The Project includes the installation and operation of temporary conveyance systems (pumps and piping), followed by rehabilitation of manhole structures and interceptor sewers, and site restoration. Access to the Council manhole locations in the Park will require use of the trails and may require the construction of temporary access roads as

defined by the Project drawings in the attached and incorporated **Exhibit B**. Final plans and specifications for the construction of temporary access roads will be provided to the County for review and comment prior to bidding the Project.

5. The Council will require its contractors to protect County property within the Park inside and outside of the Work Area. Restoration activities will restore any damage to turf, landscape, trees, or constructed features in the Park caused by the construction of the Project. Constructed features could include, but are not limited to, trails, bituminous and concrete pavement, parking lot infrastructure, curb and gutter, hardscape elements, restroom building, signs, fencing, pedestrian bridges, and retaining walls. Restoration will include timely removal of all construction materials, debris, and temporary road materials, matching the original surface grade as far as practicable, repair or replacement of any constructed features, and restoration of the surface to like condition.
6. The Council will provide a restoration plan to the County for review and comment prior to bidding the Project, which will include plans for replacement or repair of trails or other constructed features that will be impacted by construction and requirements for landscape establishment and maintenance.
7. The Council or its contractors will, from completion date of the Access Period provide a one-year warranty period after the Access Period. The warranty period shall cover any defects from work and material for replacement of completed restoration activities, constructed features, pavement and turf/plantings for one-year after completion of the Access Period. The warranty period will automatically extend equal to any extension to the Access Period. The parking lot will be inspected by MCES and the County in spring 2022 to determine if additional restoration is required. In addition to the warranty period, the contractor shall be responsible for maintaining (weed control & mowing) and watering during installation and for at least 60-day establishment period after installation. The volume of water shall be per plant requirements for establishment and normal growth. Contractor shall provide written request for acceptance inspection after 60-day establishment period. The establishment period shall automatically extend to the next growing season if installation is outside the recommended growing period for species or seed mixes being used. The County will provide the Council and its contractors with access to the restoration areas via a route to be approved by the County during the establishment and warranty periods. The Council or its contractors will schedule access times with the County for all maintenance items to be completed.
8. The County will not be held responsible for any maintenance or damage caused to equipment left in the Work Area unless damage was caused by the County.
9. Trail closures and limits to park access including the restroom building, as necessary for public safety, are depicted in **Exhibit C**. The restroom building will be closed for the duration of the construction. The Contractor will provide 2 porta potties (1 standard and 1 ADA compliant) for public use for the duration of the project. Additional closures to trails or park access require prior approval by the County.

10. The Council or its contractors will notify the County at least 1 week prior to start of construction, and 1 week prior to any trail closures or limits to park access, to allow for advance public notification of trail closures and park access restrictions. The contractor will be responsible for all necessary traffic control devices for construction and trail closures. The contractor will be responsible for installing and removing all traffic control devices.
11. The Council or its contractors will be responsible for all necessary permitting for Project work, including all necessary traffic control. Detours for trail closures will be approved by the County. Access to the boat launch and parking areas outside of the construction limits shall be maintained at all times.
12. The Council shall provide a certificate of insurance, or letter of self-insurance, prior to start of the Project indicating insurance coverage equal to or exceeding the following:

<i>Commercial General Liability</i>	<i>Limit: No less than provided in Minn. Stat. Ch. 466</i>
<i>Auto (owned, hired, and non-owned)</i>	<i>Limit: No less than provided in Minn. Stat. Ch. 466</i>
<i>Workers' Compensation/Employer's Liability</i>	<i>Limit: \$500,000/\$500,000/\$500,000</i>
<i>Professional Liability</i>	<i>Limit: No less than provided in Minn. Stat. Ch. 466</i>

13. The Council will provide the County evidence of the general contractor's insurance in type and amount as specified in the General Conditions for the Project, naming the County as additional insured under the commercial general liability policy as required below. Such evidence will be supplied after the contractor has been selected and the contract for the Project awarded.
14. Each Party agrees that it will be responsible for its own acts and omissions and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts or omissions of the other Party and the results thereof. Each Party's liability is governed by the provisions of Minnesota Statutes Chapter 466 and other federal and state law. This Agreement shall not be construed to negate, abridge, or waive, with respect to either Party, the liability limits or immunities of Minnesota Statutes Chapter 466.
15. Neither the County nor the Council waives any immunities, or defenses on liability to the Parties at law or in equity, and the Parties expressly agree that the terms of this Agreement shall not be construed to affect any such waiver.
16. This Agreement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.
17. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, successors and assigns, but no third Party may seek to enforce, nor shall benefit from, this Agreement.
18. The provisions of this Agreement are to be considered as severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.

19. This Agreement may not be assigned by either Party without the other Party's express written consent, such consent not to be unreasonably withheld.
20. The terms of this Agreement may be changed only by mutual agreement of the Parties. Such changes shall be effective only upon the execution of written amendments signed by authorized representatives of the Parties to this Agreement.
21. Failure by a Party to enforce or exercise any right in this Agreement will not be construed as a present or future waiver of such right.
22. It is understood and agreed that the entire Agreement between the Parties is contained in this Agreement and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
23. Any notice or exchange of information which must be provided by a Party under this Agreement shall be sent to:

Ramsey County:

Name: Scott Yonke
Address: 2015 Van Dyke Street, Maplewood, MN 55109
Email: scott.yonke@ramseycounty.us
Phone: (651) 266-0370

Metropolitan Council – Environmental Services Division:

Name: Jeannine Clancy
Assistant General Manager, Wastewater Planning and Capital Project
Delivery
Address: 390 Robert Street N., St. Paul, MN 55101
Email: Jeannine.clancy@metc.state.mn.us
Phone: (651) 602-1210

24. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.
25. This Agreement is effective on the date the Agreement is fully executed.

Signature Page for Ramsey County

COUNTY OF RAMSEY

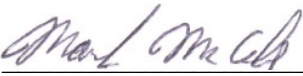
Dated: _____

By: _____
Toni Carter
Its Chair

Dated: _____

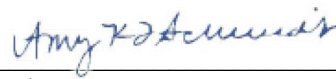
By: _____
Mee Cheng
Its Chief Clerk

Approval Recommended by:



Park and Recreation Director

Approved as to form and insurance:



Assistant County Attorney

Signature Page for Metropolitan Council

METROPOLITAN COUNCIL

Dated: Aug 11, 2021

By: *Jeannine Clancy*
Jeannine Clancy (Aug 11, 2021 09:11 CDT)
Jeannine Clancy
Assistant General Manager, Wastewater
Planning and Capital Project Delivery

TEMPORARY RIGHT-OF-ENTRY AGREEMENT

Long Lake Interceptor Rehabilitation Project MCES Project No. 808862

EXHIBIT LIST

Exhibit A – Project Work Area Map

Exhibit B – Project Drawings

Exhibit C – Planned Trail Closures

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GENERAL NOTES:

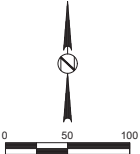
1. EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO ANY WORK.
2. REFER TO SHEET G14 FOR EROSION CONTROL NOTES.
3. THE TEMPORARY CONVEYANCE PIPING ROUTE SHOWN IS A GENERAL ALIGNMENT. THE CONTRACTOR MAY UTILIZE ALTERNATE CONVEYANCE ROUTES AT THEIR DISCRETION. IF THE CONTRACTOR'S SELECTED ROUTE IS OUTSIDE THE CONSTRUCTION LIMITS, CONTRACTOR SHALL SUBMIT DULY EXECUTED WAIVERS OF TRESPASS OR SIMILAR DOCUMENTS CONFIRMING THAT ALL ACCESS RIGHTS ON PRIVATE PROPERTY HAVE BEEN OBTAINED.
4. TEMPORARY LATERAL AND SERVICE PIPING CONVEYANCE PIPING IS NOT SHOWN. CONTRACTOR SHALL DESIGN AND OBTAIN APPROVAL FOR TEMPORARY LATERAL AND SERVICE CONVEYANCE PLANS.
5. TEMPORARY CONVEYANCE PIPING SHALL BE BURIED AT ALL ROADWAY, ALLEY, DRIVEWAY AND SIDEWALK CROSSINGS AS SHOWN ON DRAWING G17.
6. PROTECT EXISTING TREES & SIDEWALKS ALONG TEMPORARY CONVEYANCE ROUTE.
7. RESTORE ALL DISTURBED AREAS TO MATCH EXISTING SURFACES AND MATERIALS.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO BOAT LAUNCH AT ALL TIMES.

KEY NOTES:

1. TEMPORARY CONVEYANCE PIPING BURIED AT CROSSING.
2. PROTECT EXISTING TREES.
3. BMP'S SHALL BE REDUNDANT WITHIN 50 FT OF LONG LAKE.
4. PLACE TEMPORARY CONVEYANCE PIPING BETWEEN TRAIL AND SOUNDWALL.

LEGEND:

- TEMPORARY CONVEYANCE
- CONSTRUCTION LIMITS
- BIOROLL
- SILT FENCE
- CATCH BASIN INLET PROTECTION



NO.	DATE	BY	REVISIONS	NO.	DATE	BY	REVISIONS
1	MM/DD/YY	ISSUED FOR BIDDING					

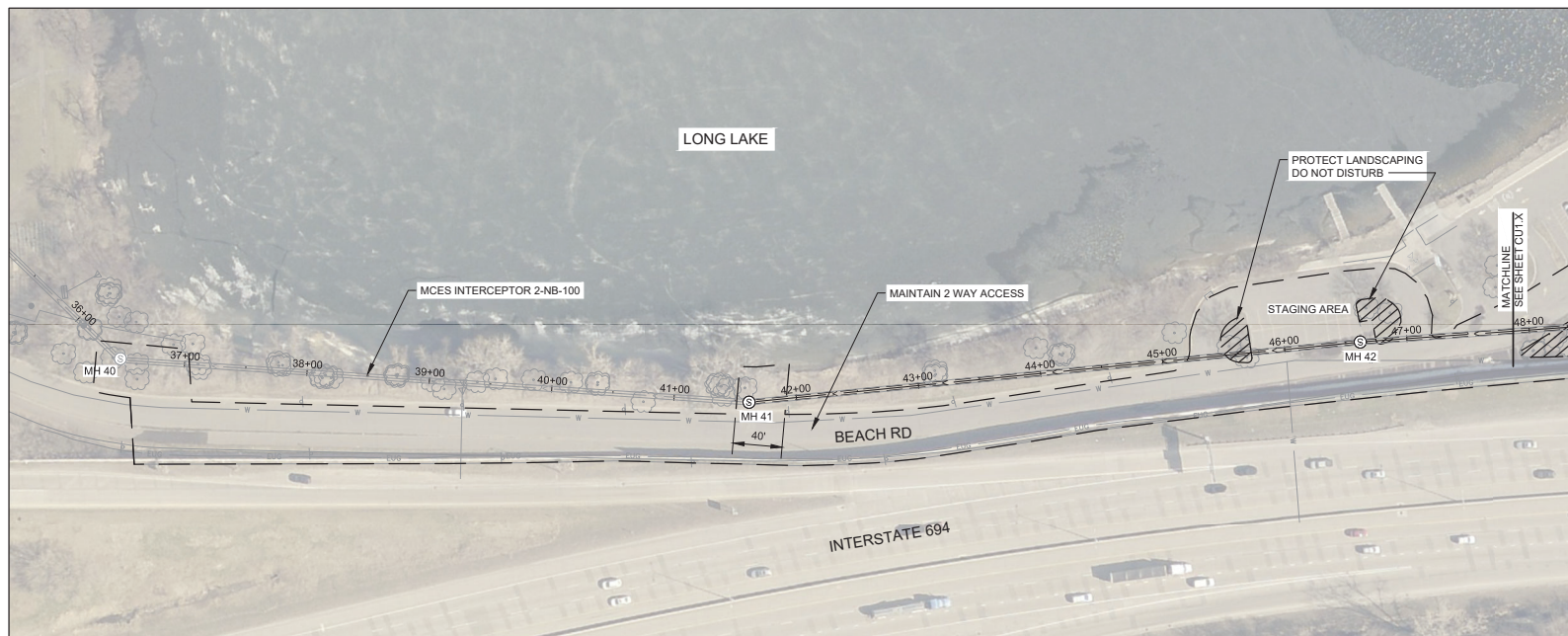
DESIGNED	AMJ
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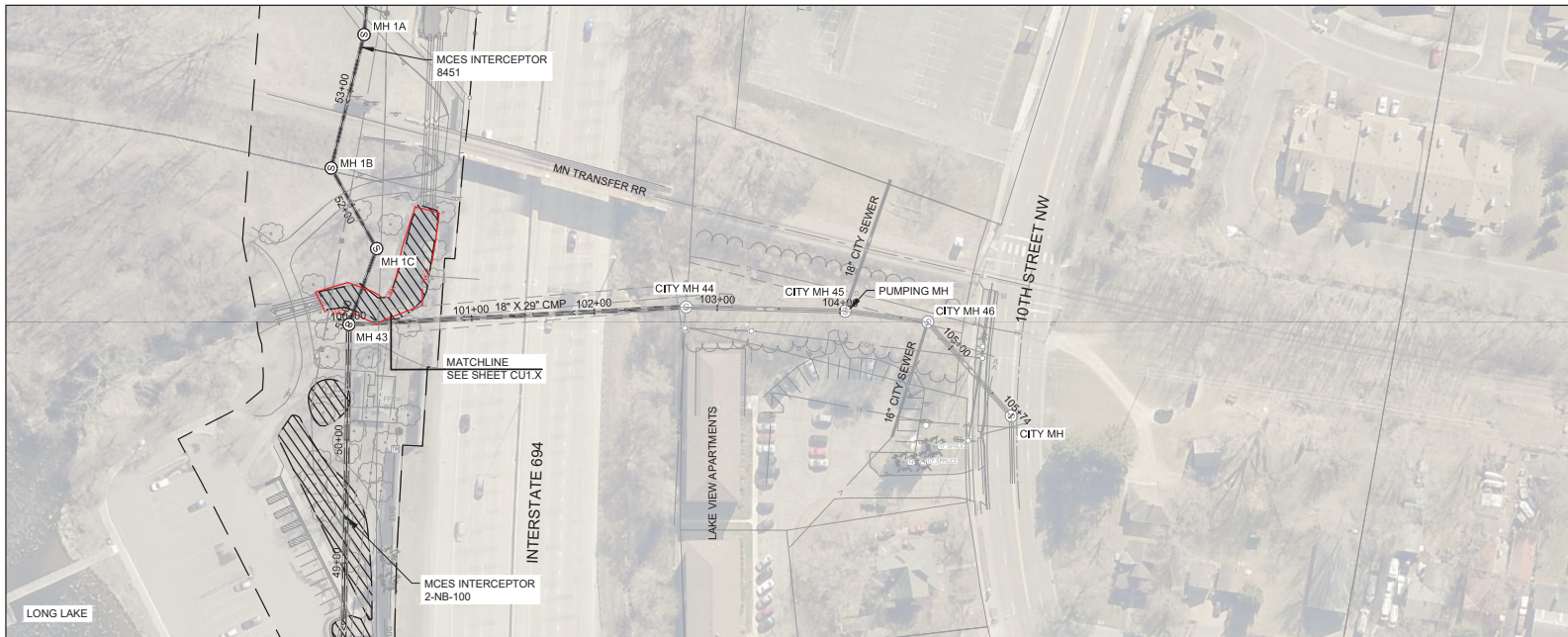
Foth
Foth Infrastructure & Environment, LLC
8000 Hudson Boulevard North, Suite 105
Lake Elmo, MN 55042
Phone: 952-268-8550 Fax: 651-268-8551

PROJECT	808861
FILE NAME	CU1002

LONG LAKE INTERCEPTOR REHABILITATION
2-NB-100 AND 8451
EROSION CONTROL AND TEMPORARY CONVEYANCE

CU1.2
X OF X





Board of Commissioners

Request for Board Action

Item Number: 2021-488

Meeting Date: 9/21/2021

Sponsor: Parks & Recreation

Title

Contract with T.A. Schifsky & Sons, Inc. for Parks & Recreation Bituminous Project

Recommendation

1. Approve the selection of and contract with T.A. Schifsky & Sons, Inc., 2370 Hwy 36 North, Saint Paul, MN 55109 for Parks & Recreation construction services for the period of September 22, 2021 through December 31, 2022, in the amount of \$914,854.
2. Authorize the Chair and the Chief Clerk to execute the contract.
3. Authorize the County Manager to approve and execute amendments and change orders to the contract in accordance with the county's procurement policies and procedures, provided sufficient funding is available for the project.
4. Authorize the County Manager to approve and execute agreements and contracts for additional CIP Bituminous Projects, in the amount of \$761,271, in accordance with the county's procurement policies and procedures.

Background and Rationale

Parks & Recreation has utilized a pavement asset rating system to identify needs and maintain existing bituminous parking lots, roads, and trails located at parks, golf courses, and arenas. As part of the 2018-2019 and 2020-2021 Capital Improvement Plan budget process, Parks & Recreation was allocated funding totaling \$1,676,125 to complete bituminous pavement maintenance projects.

This project contract will result in improvements made to existing parking lot, road, trail bituminous pavements, and associated stormwater infrastructure at multiple parks and golf courses operated by Ramsey County Parks & Recreation. Improvements are scheduled to be completed in the fall of 2021 and into the spring of 2022. Facilities that will have pavement improvements completed as part of this project are:

White Bear Lake County Park
Lake Josephine County Park
Island Lake County park
Turtle Lake County Park
Lake Gervais County Park
Goodrich Golf Course
Manitou Ridge Golf Course

Below is a competitive solicitation summary:

Request for Bids (RFB) Title: Park & Recreation Bituminous Project
RFB Release Date: July 14, 2021
RFB Response Date: August 12, 2021
Number of Contractors Notified: 462
Number of RFB Responses Received: 5

Contractor Recommended: T.A. Schifsky & Sons, Inc

Parks & Recreation recommends award of a contract to the lowest responsive and responsible bidder meeting the specifications, T.A. Schifsky & Sons, Inc., for the lump sum base bid and all alternates in the amount of \$914,854.

Parks and Recreation will utilize the remaining \$761,271 2020-2021 CIP funds to solicit additional bituminous maintenance projects throughout the Ramsey County Parks & Recreation System, subject to County Manager approval.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☐ Opportunity

☐ Accountability

Racial Equity Impact

As described previously, Parks and Recreation utilizes a pavement asset rating system to evaluate the condition pavement and includes accessibility and opportunities to increase pedestrian connectivity. Projects are then prioritized from their asset rating results which ensures investments are being made equitably across the system. These planned investments will increase accessibility to recreational amenities. For this project, improvements will include updating pedestrian sidewalks, trail ramps, signage, and associated pavement striping in compliance with the Americans with Disabilities Act to better equitably service residents within the community.

Workforce inclusion goals for this project are 32% minority, 6% female and the contracting inclusion Small Business Enterprise (SBE) goal for subcontractors is 20%.

Community Participation Level and Impact

No community engagement has occurred to date for this project as the funds are for existing bituminous maintenance projects defined by pavement lifecycle analysis.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

Funding for this project is included in Ramsey County's approved 2018-2019 and 2020-2021 Capital Improvement Project Budgets in the amount of \$1,676,125.

County Manager Comments

No additional comments.

Last Previous Action

On December 17, 2019, the Ramsey County Board of Commissioners approved the 2020-2021 Capital Improvement Program Budget and the 2020 Capital Improvement Program Financing (Resolution B2019-323B).

Attachments

1. Construction Contract

1. General Contract/Agreement Terms and Conditions

1.1.

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

1.2. Definitions

AGREEMENT

The entire and integrated written document between the Owner and the Contractor concerning the Work. The Agreement contains all Contract Documents, as defined below, and supersedes prior representations, and agreements, whether written or oral, and sets forth the parties obligations, including but not limited to, the performance of the Work, the furnishing of labor and materials, and all other requirements in the Contract Documents.

AGGREGATE

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

BID

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

BIDDER

The individual or entity who submits a Bid to Owner.

CALENDAR DAY

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

CONTRACTOR

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

CONTRACT DOCUMENTS

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

CONTRACT PRICE

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

CONTRACT TIME

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

DETOUR

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

EASEMENT

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

FIELD ORDER

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

GUARANTEED ANALYSIS

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

HOLIDAYS

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

INDUSTRY STANDARD

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

MATERIALS

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

PAY, BID OR CONTRACT ITEM

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

NOTICE TO PROCEED

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

OWNER

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

OWNERS REPRESENTATIVE

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

PLAN(S)

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

PROJECT

The Work to be performed under the Contract Documents.

PUNCH LIST

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

SHOP DRAWINGS

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

SPECIFICATIONS

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

SUBCONTRACTOR

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

SUBSTANTIAL COMPLETION

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

SUPPLEMENTAL AGREEMENT

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

SUPPLIERS

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

WORK

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

1.3. Order of Governance

1.3.1.

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

1.3.2.

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

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

1.3.3.

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

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

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

1.4. Payment

1.4.1.

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

1.4.2.

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

1.4.3.

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

1.4.4.

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

1.5. Application for Payments

1.5.1.

The Contractor shall submit an invoice monthly.

1.5.2.

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

1.5.3.

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

1.5.4.

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 Contractor exceed the percentage of project completion, as determined by the County.

1.5.5.

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

1.5.6.

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

1.5.7.

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

1.5.8.

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

1.5.9.

The County and the Contractor must comply with Minn. Stat. § 15.72, Progress Payments on Public Contracts; Retainage. The County will reserve and release retainage in accordance with Minn. Stat. § 15.72, subd. 2. The County will reserve retainage of five percent from each progress payment on a public improvement contract. Consistent with Minn. Stat. § 15.72, the Contractor shall pay all remaining retainage to its subcontractors no later than ten days after receiving payment of retainage from the County, unless there is a dispute about the work under a subcontract. If there is a dispute about the work under a subcontract, the Contractor must pay out retainage to any subcontractor whose work is

not involved in the dispute, and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.

1.5.10.

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

1.5.11.

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

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

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

The Contractor has been advised that before the certificate can be issued Contractor must first place on file with the Commissioner of Revenue, an affidavit stating that Contractor has complied with the provisions of Minn. Stat. § 290.92. Unless the Contractor has presented an affidavit to the Owner's Representative showing that all claims against Contractor by reason of the Agreement have either been paid or satisfactorily secured,

final payment may be withheld or a sufficient amount may be retained there from to cover the unpaid and potential claims.

1.6. Payment for Uncorrected Work

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

1.7. Payment for Rejected Work and Materials

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

1.8. Payment for Extra Work

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

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

1.9.1.

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

1.9.2.

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

1.10. Release of Liens

If required by the Owner, the Contractor shall submit other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens arising from the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

1.11. Materials Furnished by the Contractor

1.11.1.

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

1.11.2.

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

1.11.3.

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

1.11.4.

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

1.11.5.

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

1.12. Materials Furnished by Owner

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

1.13. Storage of Materials

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

1.14. Independent Contractor

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

1.15. Successors, Subcontracting and Assignment

1.15.1.

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

1.15.2.

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

1.15.3.

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

1.15.4.

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

1.15.5.

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

1.15.6.

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

1.15.7.

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

1.15.8.

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

1.15.9.

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

1.16. Compliance With Legal Requirements

1.16.1.

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

1.16.2.

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

1.16.3.

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

1.16.4.

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

1.16.5.

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

1.16.6.

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

1.16.7.

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

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

1.16.8.

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

1.17. Permitting

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

1.18. Data Practices

1.18.1.

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

1.18.2.

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

1.18.3.

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

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

1.19. Security

1.19.1.

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

1.19.2.

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

1.19.3.

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

1.19.4.

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

1.19.5.

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

1.20. Indemnification

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

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

1.21. Contractor's Insurance

1.21.1.

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

1.21.2.

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

1.21.3.

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

1.21.3.1.

All policies shall be written on an occurrence basis using ISO form CG0001 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

1.21.3.2.

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

1.21.4.

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

1.21.5.

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

1.21.6.

If the Contractor is driving on behalf of the County 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.

1.21.7.

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

1.21.8.

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

1.21.9. Railroad Protective

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

1.21.10.

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

1.21.11.

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-.

1.21.12.

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

1.21.13.

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

1.21.14.

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

1.22. Omission of Express Reference

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

1.23. Notice to Proceed

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

1.24. Pre-Construction Conference

1.24.1.

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

1.24.2.

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

1.24.3.

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

1.25. Audit

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

1.26. Notices

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

County:

Gus Blumer, Ramsey County, 2015 Van Dyke St, Maplewood MN 55109

Contractor:

T A SCHIFSKY & SONS INC., 2370 HWY 36 NO, ST PAUL MN 55109

1.27. Non-Conforming Services

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

1.28. Setoff

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

1.29. Conflict of Interest

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

1.30. Respectful Workplace and Violence Prevention

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

1.31. Force Majeure

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

1.32. Unavailability of Funding - Termination

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

1.33. Termination by the County

1.33.1.

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

1.33.2.

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

1.33.3.

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

1.33.4.

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

1.33.5.

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

1.34. Interpretation of Agreement; Venue

1.34.1.

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

1.34.2.

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

1.35. Protection of Persons and Property

1.35.1.

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

1.35.2.

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

1.36. Warranty

1.36.1.

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

1.36.2.

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

1.36.3.

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

1.36.4.

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

1.36.5.

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

1.37. Infringement

1.37.1.

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

1.37.2.

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

1.38. Title - Risk of Loss

1.38.1.

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

1.38.2.

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

1.39. Submittals

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

1.40. Clean Up

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

1.41. Prevailing Wage (Construction and Labor)

1.41.1.

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

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

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

1.41.2.

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

1.41.3.

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

1.41.4.

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

1.41.5.

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

1.41.6.

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

1.42. Debarment and Suspension

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

1.43. Diverse Workforce Inclusion

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

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

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

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

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

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

1.44. Diverse Workforce Initiative

The County has a goal of continuing to increase participation of qualified minorities and women in each County construction project. The County has established a goal of 6 % women and 32 % minority goal for site workforce utilization for the Project.

1.45. Utilization of Certified Vendors

The County has adopted the Principles for Inclusiveness in Contracting Program ("IICP") in order to increase the participation of small businesses ("SBEs") in the County's purchasing activities. The SBE utilization goal for this Project is: 20%.

1.46. Project Labor Agreement

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

1.47. 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.

1.48. Performance and Payment Bonds

1.48.1.

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

1.48.1.1.

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

1.48.1.2.

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

1.48.1.3.

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

1.48.1.4.

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

1.48.1.5.

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

1.48.1.6.

Checks are not accepted in lieu of a Bond.

1.48.2.

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

1.48.3.

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

1.48.4.

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

1.49. Schedule Progress

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

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

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

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

1.50. Changes in Work

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

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

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

Change Orders

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

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

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

Construction Change Directives

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

1.51. Minor Changes in the Work

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

1.52. Oral Agreements

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

1.53. Maintenance of Record Drawings at Site and Shop Drawings

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

1.54. Final Inspection

1.54.1.

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

1.54.2.

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

1.54.3.

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

1.54.4.

If the Owner's Representative finds all Work satisfactory at the time of this second inspection, the Contractor will be allowed to make application for final payment in accordance with the provisions of the Contract Documents. If the Owner's Representative

still finds dissatisfaction with the same Work, the Owner's Representative shall inform the Contractor of the deficiencies and will deny the Contractor's request for final payment, until such time as the Contractor has satisfactorily completed the required Work. The cost of the third or subsequent inspections shall be borne by the Contractor.

1.55. Final Payment

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

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

1.56. Warning Signs and Barricades

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

of any street area which the Owner's Representative deems it required for safe traffic circulation within or adjacent to the Work.

1.57. Crossing Utilities

1.57.1.

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

1.57.2.

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

1.58. Sanitary Provisions

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

1.59. Preservation of Historical Objects

1.59.1.

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

1.59.2.

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

1.59.3.

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

1.60. Lands by Owner

The Owner shall provide access to the lands shown on the drawings upon which the Work is to be performed. The Owner shall also provide or obtain the right-of-way for access to the land.

Any delay by the Owner in furnishing access to the land shall be deemed proper cause for consideration of adjustment in the time of completion, but not in the Contract Price.

1.61. Land by Contractor

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

1.62. Private Property

The Contractor shall not enter upon private property for any purpose without obtaining permission from the owner, and shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall protect carefully from disturbance or damage all monuments and property marks until the Owner's Representative has witnessed or otherwise referenced their location and shall not remove them until directed.

1.63. Shop Drawings

1.63.1.

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

1.63.2.

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

1.63.3.

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

1.63.4.

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

- a. Dimensions.

- b. Identification of products.
- c. Fabrication and installation Plans.
- d. Roughing-in and setting diagrams.
- e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
- f. Shop work manufacturing instructions.
- g. Templates and patterns.
- h. Schedules.
- i. Notation of coordination requirements.
- j. Notation of dimensions established by field measurement.
- k. Seal and signature of professional engineer if specified.
- l. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

1.63.5.

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

1.64. Substitutions After Award of Agreement

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

1.65. Submittals

1.65.1.

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

1.65.2.

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

1.65.3.

Product data for equipment reviewed by the Owner's Representative does not in any case supersede the Contract Documents. The review of the Owner's Representative shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless the Contractor has in writing called the Owner's Representative's attention to such deviations at the time of furnishing said data. Nor shall such review relieve the Contractor from responsibility for errors of any sort in the items furnished. The Contractor shall check the work described by the product data with the Contract.

1.65.4.

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

1.65.5.

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

1.66. Intent of Plans and Specifications

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

1.67. Discrepancies

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

1.68. Additional Instructions and Detail Drawings

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

Board of Commissioners

Request for Board Action

Item Number: 2021-489

Meeting Date: 9/21/2021

Sponsor: Public Works

Title

Sale of Surplus Property - Rice Street/I-694 Interchange Project

Recommendation

1. Approve the sale of the surplus property known as Parcel 14 Surplus, to the city of Vadnais Heights, Minnesota, in the amount of \$530,000.
2. Authorize the County Manager to approve and execute purchase agreements, settlements, closing documents, and other related real estate documentation associated with the sale of Parcel 14 Surplus, in a form approved by the County Attorney's Office.

Background and Rationale

The I-694/Rice Street Interchange Project improved vehicular and pedestrian safety and travel time reliability with the construction of three roundabouts and sidewalk and trail facilities for people who bike and walk along and across Rice Street. The Project made Rice Street a better place to live, work, and recreate and was completed in 2020.

On January 23, 2018, the Ramsey County Board adopted the 2018-2022 Transportation Improvement Program (TIP) which included authorization for the County Engineer to acquire Right of Way in accordance with county policies and procedures for projects listed in the TIP (Resolution B2018-033). The Rice Street (CSAH 49) / I- 694 Interchange project was listed.

On February 16, 2018, Ramsey County Public Works Department made an offer on Parcel 14 (aka Mobil Mart Gas Station and Convenience Store) of Ramsey County Right of Way Plat Number 19 to the property owner, Morgan II, LLC (Owner), consisting of a Permanent Highway Easement, Temporary Construction Easement, Temporary Building Removal Easement, and all right of access to Rice Street.

In due course of negotiation, the Owner requested that Ramsey County acquire fee title to the entire property (Parcel 14 and Parcel 14 Surplus). Parcel 14 Surplus is the name given for all land areas and rights in excess of those defined by Parcel 14 (the original offer) consisting of a convenience store and 20,400 square feet of useable land area.

On August 30, 2018, Parcel 14 was acquired through operation of eminent domain.

On January 22, 2019, the purchase of Parcel 14 Surplus was approved by the Ramsey County Board on Resolution B2019-021.

Before, during and now after the interchange reconstruction project, the city of Vadnais Heights has expressed their desire for redevelopment in the area northeast of the interchange. After completion of the project, city staff approached county staff to inquire about the potential for the city to purchase the Parcel 14 Surplus to help facilitate this redevelopment.

Ramsey County Public Works Department recommends the sale of Parcel 14 Surplus to the city of Vadnais Heights as it is no longer needed for the project and the subsequent redevelopment of the property will further improve the overall vitality of the corridor. The attached Parcel 14 Surplus Exhibit shows the surplus land, which is valued at \$530,000 based on Ramsey County appraisal information.

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

The Ramsey County Board recently adopted the Economic Competitiveness and Inclusion Plan that provides a guide for a comprehensive economic development strategy, centered on equitable growth and strengthening economic competitiveness. This strategy prioritizes inclusion in future investments and other actions related to housing, job creation, workforce development and place-based investments -

<https://www.ramseycounty.us/your-government/projects-initiatives/economic-development-initiatives/economic-competitiveness-inclusion-plan>.

The city of Vadnais Heights is aware of the county's plan and has expressed an interest and desire to work with the county to initiate equitable site redevelopment in the area consistent with the vision, mission, goals of the county and of the city.

Community Participation Level and Impact

For the I-694/Rice Street interchange reconstruction project, extensive community engagement was conducted with the residents and businesses near the interchange in the cities of Vadnais Heights, Little Canada and Shoreview. With support from those communities, the county was successful in receiving federal and state funding to complete the design and construction of the interchange in 2020. With the project now being complete, businesses around the interchange are reinvesting and looking for redevelopment opportunities to grow and be more accessible for their customers.

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

County State Aid Highway (CSAH) funds were used for the initial purchase of the property. The \$530,000 will be returned to the CSAH fund.

County Manager Comments

No additional comments

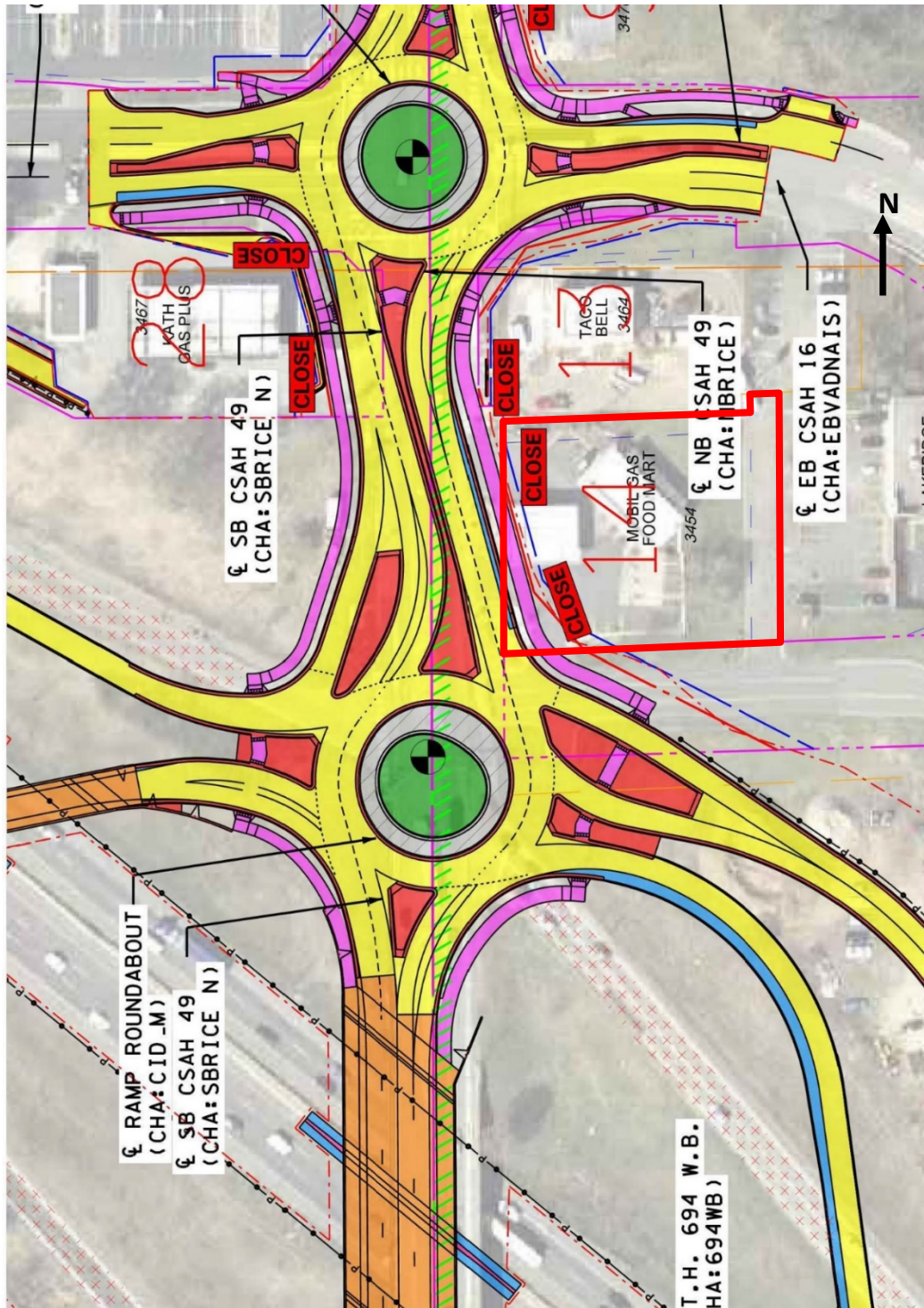
Last Previous Action

On July 27, 2021, the Ramsey County Board approved the sale of surplus right of way for Parcel 25 (Building Trades Federal Credit Union parcel) of the Rice Street/I-694 Interchange Project (Resolution B2021-168).

Attachments

1. Exhibit A - Parcel 14 Surplus Map

EXHIBIT A Parcel 14 Surplus



Board of Commissioners

Request for Board Action

Item Number: 2021-541

Meeting Date: 9/21/2021

Sponsor: Emergency Communications

Title

Emergency Communications Budget Presentation

Recommendation

None. For information and discussion only.

Background and Rationale

On August 24, 2021, the County Manager will present the Ramsey County 2022-2023 Biennial Budget. County Assessor and County Auditor provided information on the impact the 2022-2023 Biennial Budget will have on property taxes.

On September 14, 2021 the Safety and Justice Service Team presented its budget to the Ramsey County Budget Committee of the Whole. Due to time constraints, the Emergency Communications department did not have an opportunity to present its budget. With permission from Budget Chair Reinhardt, Emergency Communication's budget presentation was scheduled for September 21, 2021.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

The racial equity impact of departments, programs and services is included in the 2022-2023 Biennial Budget documents and will be discussed during the budget hearings scheduled below.

Community Participation Level and Impact

Each service team held budget engagement sessions with staff from their respective service teams. In addition to staff engagement sessions, Ramsey County held community budget townhalls in June 2021 and August 2021 to share information on the county's budget process and county priorities. The sessions included questions and answers as well as community feedback segments.

Two public hearings are incorporated in the budget process and scheduled for the public to comment on the 2022-23 Biennial Budget. The public hearings are scheduled for:

- Tuesday, September 14, 2021 at 4:30 p.m. -Virtual via Zoom
- Monday, November 29, 2021 at 6:30 p.m. --Location TBD

More information on community budget townhalls recordings can be found at www.ramseycounty.us/budget.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Adoption of the 2022-23 Biennial Budget is scheduled for December 21, 2021.

County Manager Comments

No additional comments.

Last Previous Action

On September 14, 2021, the Safety and Justice Service Team presented its budget presentations to the Ramsey County Budget Committee of the Whole.

Attachments

1. None.

Board of Commissioners

Request for Board Action

Item Number: 2021-512

Meeting Date: 9/21/2021

Sponsor: County Manager's Office

Title

Funding for Ramsey County's Racial Equity and Community Engagement Response Team to Advance Racial and Health Equity Through the American Rescue Plan Act

Recommendation

1. Approve \$2.72 million of American Rescue Plan Act funds to support Racial Equity and Community Engagement Response Team initiatives through 2022.
2. Authorize the County Manager to enter into agreements and contracts and 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.
3. Authorize the County Manager to establish a project account for Racial Equity and Community Engagement Response Team initiatives and transfer related expenses and revenue, including any previously incurred expenses and recognized revenue.
4. Approve extending the existing Trusted Cultural Community Messenger and Connector contracts ending December 31, 2021 to December 31, 2022.
5. Authorize the County Manager to approve and execute amendments to the Trusted Cultural Community Messenger and Connector contracts ending December 31, 2021 to December 31, 2022.

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. ARPA also provides \$350 billion in additional funding for state and local governments.

Under ARPA, federal funds are available for spending in multiple categories, including funding necessary to respond to the public health emergency or its negative economic impacts. Further, due to the disproportionate impacts of the pandemic on health and economic outcomes in low-income, and racially and ethnically diverse communities, the ARPA Interim Final Rule identified a broader range of services and programs to be responsive to the public health emergency when provided in those communities disproportionately impacted.

Advancing racial and health equity, shared community power, and effective community engagement is an integral part of Ramsey County's mission, vision, and values. The Racial Equity and Community Engagement Response Team (RECERT) was formed in April 2020 to help inform the county's racial equity response and provide critical links between county operations and the residents we serve. During the COVID-19 pandemic, RECERT initiatives have allowed us to work with trusted community partners that have shared culturally, linguistically, and age-appropriate public health information, county and community resources and services to our most vulnerable communities throughout the pandemic. RECERT has also distributed thousands of masks to Ramsey County residents, provided early childhood vouchers to families in need during distance learning and worked with the Equity Action Circle to co-develop and align community identified recommendations to meet the unmet needs of racially and ethnically diverse residents, in order to prevent exacerbated inequities and improve County operations, service delivery and program administration.

Recognizing the importance and value of leading with race, to address compounded disproportionality and ensure community voice in decision-making processes, RECERT formed a Community Advisory Committee in spring 2020, now known as the Equity Action Circle (EAC). In July 2020, the EAC identified the following key priority areas that led to the formation of committees that included EAC members, community members and representatives of the RECERT. These priority areas included:

- **Family and Youth:** To ensure families are connected to a Service Center Navigator and receive wrap-around services through a Family Coach model. Service Center Navigators assist residents in accessing county services.
- **Healthcare:** To increase the reach and effectiveness of COVID-19 and important public health protection messaging, communications, prevention, and strategies developed by Ramsey County.
- **Housing:** To prevent evictions and supporting communities that are impacted by evictions during COVID-19 and beyond.
- **Policies and Practices:** To identify key recommendations and outcomes for Procurement, Community Engagement, and Accountability during COVID-19 and beyond.
- **Workforce:** To improve workforce outcomes for both internal employees and county residents during COVID-19 and beyond.

The goal of the EAC's priority areas and recommendations are to help the county realize how decisions and services can carry some inherent disadvantages that disproportionately impact the racially and ethnically diverse communities during this pandemic and beyond and to inform the county's efforts in advancing racial equity during the COVID-19 response. The full EAC recommendation report can be found here:

<https://www.ramseycounty.us/sites/default/files/Projects%20and%20Initiatives/Coronavirus/COVID-19/EAC%20Recommendations%20Report%2010.18.2020%20FINAL.pdf>

RECERT's goal is to work collaboratively to have a multi-faceted and multi-dimensional impact. As RECERT moves from response, to recovery and resilience with community and staff from across the County, we will continue to center race and ethnicity as part of our broader strategic priority. During the past 18 months RECERT has been responding to the racial equity impacts of the COVID-19 pandemic. Although not out of response mode, RECERT is strategically preparing to shift racial equity efforts on recovery and resiliency to help ensure racial inequities are addressed as our organization and community leaders lead us on a path towards economic recovery.

In order to have the greatest impact, RECERT has identified the following **6 key investment areas for this request** which are necessary to respond to the public health emergency, its negative economic impacts, and to serve those disproportionately impacted, as directed by ARPA. Further, the investment areas also align with Policy Link's recently published "[10 Priorities for Advancing Racial Equity Through the American Rescue Plan A Guide for City and County Policymakers](https://www.policylink.org/sites/default/files/RecoveryGuide-LJ-2021_050621c.pdf)" https://www.policylink.org/sites/default/files/RecoveryGuide-LJ-2021_050621c.pdf that stated, "Every city and county in this country faces the challenge of eliminating racial inequities, and every city and county should use these recovery resources to remove barriers to full participation and proactively advance racial equity and inclusion."

RECERT has identified the following areas of alignment as part of the ARPA Tier One request that require fiscal support/investment:

Investment Area #1: EAC Health Care Priority Area - Trusted Cultural Community Messenger and Connector (TCCMC) Initiative

In response to the public health emergency, Ramsey County's RECERT will work in partnership with Saint Paul-Ramsey County Public Health and additional departments to replicate the TCCMC initiative that will focus on our racially and ethnically diverse communities and youth/young adults in Ramsey County through 2022. The initial goal of this initiative is to reduce the spread and impact of COVID-19 through increased vaccine media outreach, education and engagement that is medically accurate, culturally specific, and linguistically

appropriate that connects residents to community vaccine sites and related resources.

Ramsey County will support the existing contracts that are fully executed with partners for the TCCMC program, in addition to a competitive process to increase the number of funded sub-recipients. We anticipate funding up to 21 contracts. Sub-recipient funding in 2021 will include allocations to hire dedicated staff and additional funds to select and train staff, implement the TCCMC program, make needed purchases and finalize a workplan. Award amounts will vary based upon the number of participants each sub-recipient anticipates reaching. The TCCMC initiative will be evaluated.

Investment Area #2: EAC Family and Youth Priority Area - Family Coach Model

To address the negative economic impacts of the public health emergency, Ramsey County's RECERT will work in partnership with Health and Wellness Administration, Financial Assistance Services, Enterprise Services, and additional service teams and departments to families disproportionately impacted are connected to a Service Center Navigator and receive wrap-around services through a Family Coach model. Family Coaches will be reliable, social capital builders supporting families historically oppressed and impacted by socio-economic disparities who are further impacted by the public health emergency. Selected family coaches will have deep, culturally responsive understanding of racially and ethnically diverse family dynamics and will provide dedicated coaching; streamlined access to resources and education; and follow along support to assist families in acquiring skills and increasing community capital necessary for gaining independence from long-term public services. Together with Service Center Navigators, families will be able to better find county and other community-based resources, setting the stage for a more holistic county/ community service approach and long-term, family self-sustainability. The program will be successful when the families working with the Family Coach feel empowered and knowledgeable enough that they can, in turn, help other families. The Family Coach model is also being supported by the Pre-School Development Grant (PDG) that was awarded to Health and Wellness Administration from Minnesota Department of Human Service and accepted by the Ramsey County Board of Commissioners on April 6, 2021.

Investment Area #3: EAC Policies and Practices Priority Area

To address the negative economic impacts of the public health emergency, Ramsey County's RECERT will work in partnership with the Policy and Planning, Compliance and Ethics, and Office of the Chief Clerk, to develop a county-wide racial equity plan that prioritizes transparency and accountability while supporting the integration of community centered approaches and ongoing work with community as a co-creative partner to best serve the county's impacted families and individuals.

Investment Area #4: EAC Engagement

To address the negative economic impacts of the public health emergency, Ramsey County's RECERT will continue to work in partnership with current EAC members, RECERT staff, and countywide leadership and staff to implement the priority recommendations identified by EAC in Spring of 2021. This ongoing partnership will require compensation for our EAC members as they continue to advise the county on advancing the priority recommendations necessary to serve families and individuals impacted by the public health emergency.

Investment Area #5: COVID-19 Response, Engagement & Outreach

In response to the public health emergency, these initiatives will be in partnership with and led by Ramsey County Public Health with support from RECERT.

- **Mask for Everyone Initiative:** Re-launch the Mask for Everyone initiative with targeted messaging about mask use for children under the age of 12 years old and to unvaccinated adults. Distribute masks at back-to-school events.
- **Vaccine Incentive Initiative:** Utilize \$50 Visa gift-card incentives at targeted events and sites to increase vaccine rates.
- **Vaccine Pop-up Sites, Engagement and Outreach Initiatives:** RECERT in partnership with Public

Health will work with select trusted community agencies to host pop-up vaccine opportunities, engagement and outreach that focuses on our racially and ethnically diverse communities, including youth and young adults that builds on existing vaccine efforts.

Investment Area #6 Digital Equity and Tech Equity

To address the negative economic impacts of the public health emergency, with current and other possible federal resources, we seek consultant support to help Ramsey County to develop an updated community digital and tech equity roadmap that works for all residents impacted by the public health emergency. The roadmap includes Ramsey County's collaboration with the City of Saint Paul, and connectivity blueprint scope.

This roadmap of recommendations would help us answer technical, financial, and policy questions while also identifying and capturing the community needs and challenges:

City and County Collaboration

Ramsey County, in partnership with the City of Saint Paul continues to discover more about the extent to which residents are unconnected to high quality, high speed broadband, limited access to devices and deficient digital literacy skills as the drastic impacts of the COVID-19 pandemic continue to force the world online. The pandemic highlights the ongoing need in our community to make sure everyone, regardless of income level, can participate in digital life.

Through a variety of efforts and relying mostly on CARES funding, county, school district and city leaders pursued emergency strategies to connect residents with internet access and devices. These efforts included:

- TechPak giveaways to COVID-impacted job seekers distributed by Ramsey County and Saint Paul Public Libraries.
- Modified public computer access protocols at both Ramsey County and Saint Paul libraries to follow public health guidance.
- Mobile hotspots and Comcast Internet Essentials for students.
- Increased number of mobile hotspots available for lending through the Saint Paul Public Library.
- Exterior WiFi access points on public buildings and the Saint Paul Library's Bookmobile.

Connectivity Blueprint Scope

The scope of this project includes:

- Convening stakeholder conversations: city council, other city departments, school districts, nonprofits, county government, Connected MN and Internet Service Providers.
- Conduct broader community engagement on digital equity needs, opportunities, and challenges in Ramsey County.
- Map existing infrastructure and assets of the city and other community partners.
- Identify and analyze local, state, and national policies and legal issues that impact community internet solutions in Ramsey County.

Beyond an asset inventory, consultants will convene stakeholder groups and plan community engagement regarding Ramsey County's future digital strategy. This community engagement will center neighborhoods and demographics in Ramsey County experiencing lower rates of home broadband connection and other digital challenges. The selected consultant will be expected to partner with identified vendors on the county's community engagement master contract list.

Expected deliverables of the Connectivity Blueprint include a report which will include recommendations for:

- Short-term, medium-term, and long-term actions and options to move towards a future with affordable high-speed internet access for all Ramsey County residents.
- Recommendations should address technical/infrastructure, financial, policy, and governance issues and solutions.

- GIS files of existing and recommended network infrastructure.
- Ongoing governance and community engagement strategy around digital inclusion and equity.
- A particular focus on the gaps and impacts of a digital strategy on the future of work and workforce inclusion.
- Financial implications and long-term funding strategies to support sustainability of all recommendations.
- Presentation of recommendations to county/city leadership and policy makers. The recommendations will be also shared with suburban communities and all school districts in Ramsey County.

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

Historically, racial and ethnic communities have been impacted by the trauma of lived experiences, racism and mistrust of government. Health care systems have taken advantage of their despair, pain and suffering. Racial and ethnic communities are often blamed for the disease and socioeconomic outcomes that results in the disparities we see today.

Ramsey County must be conscious of what has happened in other jurisdictions as we see disproportionate numbers of racial and ethnic communities across the nation who have contracted COVID-19 and died from its complications. We recognize the road to health and economic recovery is significantly impacted by the root causes of historical racism, poverty and other racial inequalities.

Ramsey County has committed to advancing racial and health equity in all decision-making and inclusive, effective, and meaningful community engagement are two of its strategic priorities. Ramsey County has a responsibility to address the racial inequities and injustices faced by the racial, ethnic, and cultural communities including: Black, American Indian, Indigenous, Asian, Latinx, African Born, other immigrant and refugee communities during this pandemic.

Community Participation Level and Impact

Community engagement conducted in April 2020 identified the need for targeted messaging and outreach through people trusted by communities. The Trusted Cultural Community Messenger and Connector initiative is a result of responding to community needs and is supported by a recommendation from the EAC Healthcare workgroup.

The Connectivity Blueprint will be informed by community stakeholders. Through the county's CARES evaluation led by the Ramsey County Health and Wellness Administrative Division's Research and Evaluation Unit, we heard from the community about how critical digital resources are. Feedback received will be incorporated into the Connectivity Blueprint. Upon completion of the Blueprint, Ramsey County will completion an evaluation report of the engagement outreach.

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

A total of \$2.72 million is being requested from the Ramsey County local government ARPA funds. The county has received over \$53 million in local ARP funds and at the April 20, 2021 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.

Investment Area #1: EAC Health Care Priority Area - Trusted Cultural Community Messenger and

Connector (TCCMC) Initiative**Fiscal Support Requested:**

- A total of \$1.85 million in ARPA funds is being requested in Fall 2021-December 2022 to support the TCCMC initiative.

Investment Area #2: EAC Family and Youth Priority Area - Family Coach Model**Fiscal Support Requested:**

- A total of \$200,000 in ARPA funds is being requested to support the Family Coach Model to be implemented in Financial Assistance Services through 2022. Health and Wellness Administration is implementing the Family Coach Model through the Pre-School Development Grant (PDG) that was awarded from Minnesota Department of Human Service. \$200,000 of PDG funds will be used to advance the Family Coach Model.

Investment Area #3: EAC Policies and Practices Priority Area**Fiscal Support Requested:**

- A total of \$150,000 in ARPA funds is being requested to support the development of a county-wide racial equity plan that prioritizes transparency and accountability while supporting the integration of community centered approaches and ongoing work with community as a co-creative partner.

Investment Area #4: EAC Engagement**Fiscal Support Requested:**

- A total of \$100,000 in ARPA funds is being requested to support 16 months of EAC compensation and additional community engagement.

Investment Area #5: COVID-19 Response, Engagement & Outreach**Mask for Everyone Initiative****Fiscal Support Requested:**

- A total of \$50,000 in ARPA funds is being requested to support the Mask for Everyone initiative in 2021-2022 (Focused Purchase of Children and Youth Size Masks and Postage; with additional match funds from Public Health).

Vaccine Incentive Initiative**Fiscal Support Requested:**

- A total of \$100,000 in ARPA funds is being requested to support the implementation of a community vaccine incentive initiative in 2021-2022 (up to 2,000 Ramsey County residents receiving \$50 Visa gift card each for 1st and 2nd doses (x2) with additional match funds from Public Health).

Vaccine Engagement and Outreach Events**Fiscal Support Requested:**

- A total of \$100,000 in ARPA funds is being requested to support the implementation of ongoing vaccine outreach and engagement in 2021-2022 (i.e., Sponsor and/or host a community focused vaccine event in community, and other focused vaccine outreach and engagement)

Investment Area #6: Digital and Tech Equity (Connectivity Blueprint)**Fiscal Support Requested:**

- A total of \$170,000 is being requested from the Ramsey County local government ARPA funds. The city of Saint Paul is also contributing approximately \$30,000 from a grant they have received for this purpose from the Saint Paul Foundation. In addition, they will contribute 0.5 FTE of Digital Project Manager and 0.5 FTE of a Digital Navigator. 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

No additional comments.

Last Previous Action

On September 7, 2021 the Ramsey County Board of Commissioners received an overview of the Racial Equity and Community Engagement Response Team initiatives request for discussion and feedback. Amendments to the Request for Board Action were made as a result.

Attachments

1.None

Board of Commissioners

Request for Board Action

Item Number: 2021-497

Meeting Date: 9/21/2021

Sponsor: Finance

Title

Certification of the Maximum Levy for the Proposed 2022 Property Tax Notices

Recommendation

Approve the proposed maximum tax levy to finance the 2022 budget in the amount of \$338,743,612. The breakdown between General County and Library levy is as follows:

General County	\$323,876,112
Library	<u>\$14,867,500</u>
Total	\$338,743,612

Background and Rationale

Minnesota Law (M.S. 275.065) requires the Ramsey County to certify the proposed tax levy by the County Auditor by September 30, 2021.

The Ramsey County Board will approve the final 2022 tax levy on December 21, 2021. This final levy can be lower than the maximum certified but cannot be increased over the maximum levy approved.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

The racial equity impact of departments, programs and services is included in the 2022 Budget documents and was discussed during the budget presentations on August 24, 2021 and September 9-14, 2021.

Additionally, the racial equity impact of property tax trends and levy impacts was presented to the board by the County Assessor and Auditor/Treasurer on August 24, 2021.

Community Participation Level and Impact

This is one action in the larger county process of proposing and approving its biennial budget.

Service teams held budget engagement sessions with staff from their respective service teams. In addition, Ramsey County held community budget townhalls in June 2021 and August 2021 to share information on the county's budget process and county priorities. The sessions included questions and answers as well as community feedback segments. More information on community budget townhalls are available: www.ramseycounty.us/budget <<http://www.ramseycounty.us/budget>>.

Two public hearings are incorporated in the budget process and scheduled for the public to comment on the 2022-23 Biennial Budget. The public hearings are scheduled for:

- Tuesday, September 14, 2021 at 4:30 p.m. - Virtual via Zoom
- Monday, November 29, 2021 at 6:30 p.m. - Location TBD

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

A maximum property tax of \$338,743,612 would result in a 1.55% levy increase. This funding will represent 42.7% of the total proposed 2022 Ramsey County budget.

County Manager Comments

No additional comments.

Last Previous Action

On September 14, 2021, the Budget Committee of the Whole held a public hearing.

On September 9, 2021 through September 14, 2021 service teams presented details on their proposed budgets.

On August 24, 2021 the County Manager presented the 2022-2023 proposed biennial budget to the Ramsey County Board of Commissioners.

Attachments

1. None.