



Board of Commissioners

Agenda

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

January 4, 2022 - 9 a.m.

**Virtual meeting / 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 January 4, 2022 is Presented for Approval.** [2021-704](#)
Sponsors: County Manager's Office
Approve the agenda of January 4, 2022.
2. **Minutes from December 21, 2021 are Presented for Approval** [2021-705](#)
Sponsors: County Manager's Office
Approve the December 21, 2021 Minutes.

POLICY ITEMS

3. **Election of the Chair for 2022** [2021-707](#)
Sponsors: Board of Commissioners
Elect the chair for the year 2022.
4. **Election of the Vice-Chair for 2022** [2021-710](#)
Sponsors: Board of Commissioners
Elect the vice-chair for the year 2022.

STATEMENT OF OUTGOING CHAIR

STATEMENT OF INCOMING CHAIR

5. Rules of Procedure for 2022 [2021-709](#)

Sponsors: Board of Commissioners

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

6. Appointments to Standing Committees for 2022 [2021-714](#)

Sponsors: Board of Commissioners

Approve appointments to various standing committees for the year 2022.

7. Appointments to Outside Boards and Committees for 2022 [2021-716](#)

Sponsors: Board of Commissioners

Approve appointments of commissioners to various outside boards, committees and commissions for the year 2022 as listed in the background.

8. Appointment of Members to the Ramsey County Housing and Redevelopment Authority for 2022 [2021-717](#)

Sponsors: Board of Commissioners

Approve the appointment of members to the Ramsey County Housing and Redevelopment Authority for the year 2022.

9. Appointment of Members to the Ramsey County Regional Railroad Authority for 2022 [2021-719](#)

Sponsors: Board of Commissioners

Approve the appointment of members to the Ramsey County Regional Railroad Authority for the year 2022.

ADMINISTRATIVE ITEM**10. Contracts with Press Publications, Inc. and Medianews Group, Inc dba St. Paul Pioneer Press for 2022 Newspaper Publications** [2021-720](#)

Sponsors: County Manager's Office, Property Tax and Records & Election Services

1. Award a contract to Press Publications, Inc., 4779 Bloom Avenue, White Bear Lake, MN 55110, as the designated Official Newspaper for the following Ramsey County publications:
 - Official proceedings of the Board of Ramsey County Commissioners and all notices for the year 2022; the 2021 Financial Statement; and the Notice of Expiration of Redemption in the Vadnais Heights Press in the amount of \$5.49 per column inch for the first insertion, and \$5.49 for subsequent insertions.
 - 2021 Financial Statement in the White Bear Press as the other newspaper of general circulation located in a different municipality in the County than the Official Newspaper, in the amount of \$13.81 per column inch and \$13.81 per column inch for subsequent insertions.
2. Authorize the Chair and the Chief Clerk to execute the contract with Press Publications, Inc.

3. Award a contract to Medianews Group, Inc dba St. Paul Pioneer Press, PO Box 64831, Saint Paul, MN 55164, as the designated Official Newspaper for publication of Ramsey County's List of Real Estate Taxes Remaining Delinquent on the first day of January 2022 in the Pioneer Press in the amount of \$6.30 per column inch and \$6.30 per column inch for subsequent insertions.
4. Authorize the Chair and Chief Clerk to execute the contract with Medianews Group, Inc dba St. Paul Pioneer Press.

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

Following County Board Meeting:

Housing and Redevelopment Authority Annual Organizational Meeting: Virtual meeting/Council Chambers – Courthouse Room 300

Regional Railroad Authority Meeting Annual Organizational Meeting: Virtual meeting/Council Chambers – Courthouse Room 300

Advance Notice:

January 11, 2021 County board meeting – Council Chambers

January 18, 2021 County board meeting – Council Chambers

January 25, 2021 County board meeting – Council Chambers

February 1, 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: 2021-704

Meeting Date: 1/4/2022

Sponsor: County Manager's Office

Title

Agenda of January 4, 2022 is Presented for Approval.

Recommendation

Approve the agenda of January 4, 2022.



Board of Commissioners

Request for Board Action

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

Item Number: 2021-705

Meeting Date: 1/4/2022

Sponsor: County Manager's Office

Title

Minutes from December 21, 2021 are Presented for Approval

Recommendation

Approve the December 21, 2021 Minutes.

Attachments

1. December 21, 2021 Minutes

Board of Commissioners Minutes

December 21, 2021 - 9 a.m.

**Virtual meeting / 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, Ortega, Reinhardt, and Chair Carter. Also present were Ryan O'Connor, County Manager, and Sam Clark, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

1. Agenda of December 21, 2021 is Presented for Approval. [2021-571](#)

Sponsors: County Manager's Office

Approve the agenda of December 21, 2021.

Motion by McDonough, seconded by McGuire. Motion passed.

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

2. Minutes from December 14, 2021 are Presented for Approval [2021-582](#)

Sponsors: County Manager's Office

Approve the December 14, 2021 Minutes.

Motion by Reinhardt, seconded by MatasCastillo. Motion passed.

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

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. Personnel Complement Increase to Support Violence Prevention Initiatives [2021-699](#)
Through the American Rescue Plan Act

Sponsors: County Manager's Office, Health and Wellness and Emergency Communications

1. Approve an increase in the personnel complement for Social Services by 20.0 Full-Time Equivalent Social Work III and by 1.0 Full-Time Equivalent Mental Health Supervisor.
2. Approve an increase in the personnel complement for Emergency Communications by 8.0 Full-Time Equivalent 9-1-1 Telecommunicator and 1.0 Full-Time Equivalent Emergency

Communications Shift Supervisor.

3. Approve an increase in the personnel complement for Public Health by 1.0 Full-Time Equivalent Violence Prevention Coordinator, 2.0 Full-Time Equivalent Community Health Responder, 1.0 Full-Time Equivalent Planning Specialist I and 4.0 Full-Time Equivalent Community Mediator.
4. Approve and increase in the personnel complement for the County Manager Office by 2.0 Full-Time Equivalent Planning Specialist I.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-274

4. Designation of a Position to Unclassified Service in Accordance with the Personnel Act, Minnesota Statute 383A.286, Subdivision 3 [2021-701](#)

Sponsors: Human Resources

Approve the designation of a classified position to the Deputy Director of Property Tax, Records and Elections Services position to unclassified services in accordance with the Personnel Act, Minnesota Statute 383A.286, Subdivision 3.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-275

5. Designation of Unclassified Deputy Director Position in the Housing Stability Department in Accordance with the Personnel Act, Minnesota Statute 383A.286, Subdivision 3 [2021-702](#)

Sponsors: Human Resources

Approve the designation of the deputy director - Housing Stability position to unclassified service in accordance with the Personnel Act, Minnesota Statute 383A.286, Subdivision 3.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-276

6. Single Source Agreement with Think Small for Administration of the Basic Sliding Fee Child Care Program [2021-694](#)

Sponsors: Financial Assistance Services

1. Approve the single source agreement with Think Small, 10 Yorkton Court, Saint Paul, Minnesota 55117 for administration of the Basic Sliding Fee Child Care Assistance Program for the period of January 1, 2022 through December 31, 2023 in the not-to-exceed amount of \$1,595,486.
2. Authorize the Chair and the Chief Clerk to execute the agreement.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-277

7. Financial Assistance Service Department Annual Authority for Procurement Requests [2021-700](#)

Sponsors: Financial Assistance Services

Authorize the County Manager, subject to review by the County Attorney's Office and the Finance department to do the following:

- A. Enter into agreements as a result of solicitations completed through December 31, 2022 and execute future amendments to the agreements, in accordance with the county's procurement policies and procedures, for the services listed below:

Financial Assistance Services Department

- Basic Sliding Fee Child Care Wait List Services
- Drop-in Child Care Center Services

- B. Enter into the following selected agreements without solicitation through December 31, 2022 and execute future amendments to the agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the budget for the services listed below:

- 1) Providers when the Minnesota Department of Human Services has issued the solicitation for an existing service in the county and selected the contractor or when the Minnesota Department of Human Services has approved the contractor through a certification process.
- 2) Lead or host county contracts held by other counties in accordance with Minnesota Statute 256.0112.
- 3) Those contracts in which the county currently provides services and receives payments from external sources, such as health plans, the courts, other counties, and other parties, including payments for services already provided.

- C. Approve Actions Deemed Necessary for the orderly administration of contracts and agreements through December 31, 2022.

- 1) Approve acceptance of supplementary awards or rate adjustments the county may receive from funding sources other than county levy; and approve related County budget adjustments and execute amendments with funders and contractors.
- 2) Approve and execute amendments to agreements and contracts for inflationary adjustments, with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

- D. For agreements approved by the Ramsey County Board through previous Health and Wellness Division Annual Authority for Procurement Requests that did not contain specific authority for amendments, allow future amendments to the agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the budget through December 31, 2022.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-278

8. Social Services Department Annual Authority for Procurement Requests

[2021-665](#)

Sponsors: Social Services

Authorize the County Manager, subject to review by the County Attorney's Office and the Finance department to do the following:

- A. Enter into agreements as a result of solicitations completed through December 31, 2022 and execute future amendments to the agreements, in accordance with the county's procurement policies and procedures, for the services listed below:

Children and Family Services

All Children Excel (ACE) Program Services
Child Welfare Targeted Case Management
Children's Mental Health Targeted Case Management
Day Treatment Services
Drug Testing Services
Family Mediation
Housing for Mothers First Program
Indian Child Welfare Act (ICWA) Case Audits
School-based Mental Health Services
Services Related to Collaborative Intensive Bridging Services
Social and Medical History Writing
Supervised Visitation

Adult Services

Addiction Treatment Services
Adult Mental Health Targeted Case Management
Assertive Community Treatment (ACT)
Co-Responder Pilot Project Services
Community Support Program Services
Competency Restoration Services
Culturally Specific Guardianship and Conservatorship services
Culturally Specific Substance Use Disorder Services for Adults and Children
Forensic Assertive Community Treatment (FACT)
Guardianship and Conservatorship Services
Guardianship Attorney Services
Medical Director Services
Rule 25 Assessments (Direct Access Services)
Trauma Informed Care Services

- B. Enter into the following selected agreements without solicitation through December 31, 2022 and execute future amendments to the agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the budget for the services listed below:
- 1) Providers of psychiatric, psychosexual, and psychological services; to conduct evaluations, consultations, therapy and treatment, as long as funds are available, the need exceeds the supply of providers, and the providers are registered or licensed.
 - 2) Providers of foster care emergency shelter, foster care and emergency shelter administrative management services, corporate foster care, group homes, respite care, and emergency shelter; as long as funds are available, the need exceeds the supply of providers, and the providers are registered or licensed.
 - 3) Providers of Adult Day Services, Personal Support Services, Pre-vocational Services, Day Training and Habilitation Services, Fiscal Management Entity Services, Person-Centered Planning Services, Employment Services, and Semi-Independent Living Skills Services, when that service has been selected by the consumer, or his or her guardian, in accordance with Minnesota Statute 256B.49.
 - 4) Providers of out-of-state residential treatment for children, as long as funds are available, no in-state treatment provider can be identified that meets the needs of the children to be placed, the selected provider is licensed by a state authority and accredited by the Joint Commission, the Commission on Accreditation of Rehabilitation Facilities, or the Council on Accreditation.

- 5) Medical Directors for Social Services detoxification services, the Mental Health Center, and for Social Services in county correctional programs, as long as funds are available, the need exceeds the supply of providers, and the providers are licensed.
 - 6) Providers when the Minnesota Department of Human Services has issued the solicitation for an existing service in the county and selected the contractor or when the Minnesota Department of Human Services has approved the contractor through a certification process.
 - 7) Providers of Intensive Residential Treatment Services when the Minnesota Department of Human Services has approved the contractor through a certification process.
 - 8) Providers authorized by community collaboratives established in state statute for which Ramsey County has fiscal agent responsibilities.
 - 9) Providers of accreditation training services for mental health professionals in accordance with Certified Community Behavioral Health Clinic requirements.
 - 10) Lead or host county contracts held by other counties in accordance with Minnesota Statute 256.0112
 - 11) Those contracts in which the county currently provides services and receives payments from external sources, such as health plans, the Courts, other counties, and other parties, including payments for services already provided.
 - 12) Culturally Specific Emergency Shelter and Foster Care, Culturally Specific Group Residential Providers, Culturally Specific Liaisons to Prevent Education Neglect and Child Protection Involvement, Culturally Specific Services for American Indian Families Involved in Child Protection, Culturally Specific Services to Prevent Out of Home Placement, Culturally Specific Guardianship and Culturally Specific Parent Mentoring by Peers
 - 13) Community Support Programs, Culturally Specific African American Community Support Programs and Culturally Specific American Indian / Indigenous Community Support Programs.
- C. Approve actions deemed necessary for the orderly administration of contracts and agreements through December 31, 2022:
- 1) Approve acceptance of supplementary awards or rate adjustments the county may receive from funding sources other than county levy; and approve related county budget adjustments and execute amendments with funders and contractors.
 - 2) Approve letters of need determination, including any new Rule 31 Outpatient Treatment Agreements, subject to any exclusions in Resolution 93-457.
 - 3) Approve and execute amendments to agreements and contracts for inflationary adjustments, with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.
- D. For agreements approved by the Ramsey County Board through previous Health and Wellness Division Annual Authority for Procurement Requests that did not contain specific authority for amendments, allow future amendments to the agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the budget through December 31, 2022.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-279

9. Community Corrections Annual Authority for Procurement Requests

[2021-703](#)

Sponsors: Community Corrections

Authorize the County Manager, subject to review by the County Attorney's Office and the

Finance department, to do the following:

- A. Approve solicitations and resulting contracts enter into agreements as a result of solicitations completed through December 31, 2022 and execute future amendments to the agreements, in accordance with the county's procurement policies, provided the amounts are within the budget, for the services listed below.

Adult Services

Community Reentry Services

Juvenile Services

Community-based Residential Services

Community Reentry Services

Diversion Programming

Juvenile Mental-Health Services

Ramsey County Correctional Facility

Inmate Commissary Services

- B. Enter into the following selected agreements without solicitation through December 31, 2022 and execute future amendments to the agreements, in accordance with the County's procurement policies and procedures, provided the amounts are within the budget for the services listed below.
- 1) Providers of psychiatric, psychosexual, and psychological services; to conduct evaluations, consultations, therapy and treatment, as long as funds are available, the need exceeds the supply of providers, and the providers are registered or licensed.
 - 2) Services provided by the county and payments received from external sources, such as health plans, the courts, other counties, and other parties, including payments for services already provided.
 - 3) Community collaboratives authorized and established in state statute for which Ramsey County has fiscal agent responsibilities.
 - 4) The use of lead or host county contracts held by other counties in accordance with Minnesota Statute 256.0112.
 - 5) Community Support Programs, Culturally Specific African American Community Support Programs, and Culturally Specific American Indian / Indigenous Community Support Programs.

- C. Approve actions deemed necessary for the orderly administration of contracts through December 31, 2022:

- 1) Acceptance of supplementary awards or rate adjustments the county may receive from funding sources other than county levy; and approve related county budget adjustments and execute amendments with funders and contractors.

D. For agreements approved by the Ramsey County Board through previous Community Corrections Annual Authority for Procurement Requests that did not contain specific authority for amendments, allow future amendments to the agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the budget through December 31, 2022.

Motion by Frethem, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: B2021-280

10. Grant Award from the Minnesota Department of Public Safety for Sexual Assault Services [2021-688](#)

Sponsors: Public Health

1. Ratify the submittal of the grant application to the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services in the amount of \$694,628 for Sexual Assault Services.
2. Accept a grant award from and approve a grant agreement with the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for Sexual Assault Services for the period of October 1, 2021 through September 30, 2023 in the amount of \$694,628.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by Frethem, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: B2021-281

11. Ramsey County's Parks & Recreation 2021 Competitive Equity Grant Awards [2021-684](#)

Sponsors: Parks & Recreation

1. Ratify the submittal of the grant application to Metropolitan Council in the amount of \$2,000,000 for Equity Grant Programs.
2. Accept a grant award from and approve a grant agreement with the Metropolitan Council for Unlocking Winter Recreation - A Robust and Equitable Learn-to-Ski Program at Battle Creek Regional Park Equity Grant for the period of grant execution through June 30, 2024 in the amount of \$161,300.
3. Accept a grant award from and approve a grant agreement with the Metropolitan Council for Cultural Liaisons for Parks Equity Grant for the period of grant execution through June 30, 2024 in the amount of \$38,700.
4. Authorize the Chair and Chief Clerk to execute the grant agreements.
5. 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.

Motion by Frethem, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: B2021-282

12. Grant Applications to the Minnesota Department of Transportation for Safe Routes to School Funding Requests for the Koehler Road Trail Project and the Lexington Avenue Rectangular Rapid Flashing Beacon Pedestrian Crossing Project [2021-660](#)

Sponsors: Public Works

1. Support construction of the Koehler Road trail project and the Lexington Avenue Rectangular Rapid Flashing Beacon pedestrian crossing project and agree to maintain such improvements.

2. Support submittal of the Koehler Road trail \$500,000 Safe Routes to School grant application request and the Lexington Avenue Rectangular Rapid Flashing Beacon pedestrian crossing \$80,000 Safe Routes to School grant application request.
3. Provide assurance that all costs associated with the Koehler Road trail project and Lexington Avenue Rectangular Rapid Flashing Beacon pedestrian crossing project beyond the Safe Routes to School grant awards will be paid for with county and city funds.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-283

- 13.** Amendment to Sole Source Agreement with GrantAnalyst.com, LLC, dba Zoom Grants Technology for Online/Cloud-Based Grant Application Management Technology [2021-693](#)

Sponsors: Community & Economic Development

1. Approve the amendment to the sole source agreement with GrantAnalyst.com, LLC, dba Zoom Grants Technology for online/cloud-based grant application management technology to increase total contract maximum from \$39,000 to \$72,000.
2. Authorize the Chair and Chief Clerk to execute the amendment.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-284

- 16.** 2022 Salary Rate for the Ramsey County Sheriff [2021-687](#)

Sponsors: Sheriff's Office

1. Set the annual salary for the Ramsey County Sheriff at \$163,818 effective January 1, 2022.
2. Authorize the continuation of the contribution to deferred compensation consistent with that approved for non-represented employees for 2022.
3. Authorize the continuation of the administrative allowance of \$110 per month.
4. Authorize the continuation of the uniform/clothing allowance of \$1,375 for 2022.
5. Authorize the continuation of the cell phone/wireless service allowance as provided to all eligible County employees.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-285

- 17.** 2022 Salary Rate for the Ramsey County Attorney [2021-698](#)

Sponsors: County Attorney's Office

1. Set the annual salary for the elected Ramsey County Attorney by increasing the current salary of \$185,004 by the same wage settlement agreed to by the AFSCME Local 8 Assistant County Attorneys bargaining unit, to be effective the first full pay period following January 1, 2022.
2. Authorize the continuation of the contribution to deferred compensation for the elected County Attorney consistent with the Local 8 Assistant County Attorneys agreement.
3. Authorize the continuation of the administrative allowance of \$110 per month.
4. Authorize the continuation of the transportation allowance of \$150 per month.
5. Authorize the continuation of the cell phone/wireless service allowance as provided to all eligible County employees.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-286

- 21.** Charitable Gambling License with White Bear Township for Centennial High School Football and Lucy's Burgers Holding Company [2021-753](#)

Sponsors: Property Tax and Records & Election Services

1. Approve the application requesting a premises permit for Lucy's Burgers Holding Company, lessee of Township Theater Shops in the Town of White Bear for lawful pull-tab gambling activity for Centennial High School Football.
2. Authorize the Chair and Chief Clerk to sign the application.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-287

- 22.** Amendments to Administrative Code - Enterprise and Administrative Services Department [2021-679](#)

Sponsors: Information and Public Records

1. Approve amendments to the Administrative Code to incorporate the Enterprise and Administrative Services department.
2. Direct the Chief Clerk to the County Board to amend the Administrative Code to reflect approved amendments.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-288

- 23.** 2022 Ramsey County State Legislative Platform [2021-696](#)

Sponsors: Communications & Public Relations

1. Approve the 2022 Ramsey County State Legislative Platform
2. Authorize Ramsey County representatives to work with members of the Legislature and other interested parties to promote legislation reflective of the positions contained in the platform.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-289

- 24.** Adoption of the Ramsey County 2040 Comprehensive Plan [2021-741](#)

Sponsors: County Manager's Office

Adopt the Ramsey County 2040 Comprehensive Plan.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-290

- 14.** Obligation of American Rescue Plan Act Funding Towards Deeply Affordable Housing Projects [2021-682](#)

Sponsors: Community & Economic Development

1. Approve recommended projects and funding amounts for the preservation and construction of deeply affordable housing.
2. Authorize the County Manager to enter into the necessary loan or grant agreements and execute amendments to the loan or grant agreements in a manner consistent with American Rescue Plan Act regulations and requirements in a form approved by the County Attorney's Office.

Discussion can be found on archived video.

Motion by McDonough, seconded by MatasCastillo. Motion passed.

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

Resolution: B2021-291

- 15.** Agreements with the Cities of Arden Hills, Falcon Heights, Little Canada, [2021-689](#)
North Oaks, Shoreview, Vadnais Heights, and the Township of White Bear for
Law Enforcement Services and a Personnel Complement Increase

Sponsors: Sheriff's Office

1. Approve the Law Enforcement Services Agreements with the cities of Arden Hills, Falcon Heights, Little Canada, North Oaks, Shoreview, Vadnais Heights, and the Township of White Bear for law enforcement and public safety services, in accordance with the Agreements.
2. Approve an increase in the personnel complement of the Ramsey County Sheriff's Office Contract Communities by 1.0 Full-Time Equivalent Deputy Sheriff - Commander.
3. Authorize the Chair and Chief Clerk to execute the Agreements.

Discussion can be found on archived video.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-292

- 18.** Repurchase of a Tax-forfeited Property Located at 1277 Rice Street, Saint [2021-675](#)
Paul, MN 55117

Sponsors: Property Tax and Records & Election Services

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
Commissioner District 3
PIN: 24-29-23-44-0008
Property Address: 1277 Rice Street, Saint Paul, MN 55117
Repurchase Amount Due to Date: \$11,098.90
2. Approve the repurchase of the above tax-forfeited property by Dustin Nguyen, fee owner at the time of forfeiture ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will
 - a) provide the required down-payment or payment-in-full of all back taxes, interest, penalties, recording fees and costs, and maintenance costs; and
 - b) execute a repurchase contract with the following conditions:
 - i. subscribe to Landlord Alerts through the Saint Paul Police Department within thirty (30) days of contract execution;
 - ii. update mailing address with Ramsey County and Saint Paul Department of

- Safety & Inspections within thirty (30) days of contract execution;
- iii. schedule and complete fire safety inspection on property within six (6) months of contract execution and complete any requirements arising from inspection within six (6) months of inspection order issuance; and
- iv. continue to maintain and keep the property in a secure and safe condition from the date of contract execution through the term of the repurchase contract or any city oversight, whichever is longer.

Commissioner MatasCastillo moved to table this item, and the other two repurchase RBAs, to a future date to allow for further discussion. The motion to table the items was seconded by McDonough. Unanimously approved. Discussion can be found on archived video.

This Administrative Item was tabled.

19. Repurchase of a Tax-forfeited Property Located at 760 Minnehaha Avenue East, Saint Paul, MN 55106 [2021-676](#)

Sponsors: Property Tax and Records & Election Services

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
 - Commissioner District 5
 - PIN: 32-29-22-11-0021
 - Property Address: 760 Minnehaha Avenue East, Saint Paul, MN 55106
 - Repurchase Amount Due to Date: \$10,937.91
2. Approve the repurchase of the above tax-forfeited property by Dustin Nguyen, fee owner at the time of forfeiture ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will
 - a) provide the required down-payment or payment-in-full of all back taxes, interest, penalties, recording fees and costs, and maintenance costs; and
 - b) execute a repurchase contract with the following conditions:
 - i. subscribe to Landlord Alerts through the Saint Paul Police Department within thirty (30) days of contract execution;
 - ii. update mailing address with Ramsey County and Saint Paul Department of Safety & Inspections within thirty (30) days of contract execution;
 - iii. schedule and complete fire safety inspection on property within six (6) months of contract execution and complete any requirements arising from inspection within six (6) months of inspection order issuance; and
 - iv. continue to maintain and keep the property in a secure and safe condition from the date of contract execution through the term of the repurchase contract or any city oversight, whichever is longer.

Commissioner MatasCastillo moved to table this item, and the other two repurchase RBAs, to a future date to allow for further discussion. The motion to table the items was seconded by McDonough. Unanimously approved. Discussion can be found on archived video.

This Administrative Item was tabled.

20. Repurchase of a Tax-forfeited Property Located at 1128 Beech Street, Saint Paul, MN 55106 [2021-674](#)

Sponsors: Property Tax and Records & Election Services

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:

Commissioner District 6

PIN: 33-29-22-12-0068

Property Address: 1128 Beech Street, Saint Paul, MN 55106

Repurchase Amount Due to Date: \$25,744.51

2. Approve the repurchase of the above tax-forfeited property by Dustin Nguyen, fee owner at the time of forfeiture ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will
 - a) provide the required down-payment or payment-in-full of all back taxes, interest, penalties, recording fees and costs, and maintenance costs; and
 - b) execute a repurchase contract with the following conditions:
 - i. subscribe to Landlord Alerts through the Saint Paul Police Department within thirty (30) days of contract execution;
 - ii. update mailing address with Ramsey County and Saint Paul Department of Safety & Inspections within thirty (30) days of contract execution;
 - iii. schedule and complete fire safety inspection on property within six (6) months of contract execution and complete any requirements arising from inspection within six (6) months of inspection order issuance; and
 - iv. continue to maintain and keep the property in a secure and safe condition from the date of contract execution through the term of the repurchase contract or any city oversight, whichever is longer.

Commissioner MatasCastillo moved to table this item, and the other two repurchase RBAs, to a future date to allow for further discussion. The motion to table the items was seconded by McDonough. Unanimously approved. Discussion can be found on archived video.

This Administrative Item was tabled.

POLICY ITEMS

25. Approval of the 2022-23 Ramsey County Operating Budget

[2021-661](#)

Sponsors: Finance

Approve the 2022-23 Ramsey County Operating Budget and the 2022 Tax Levy:

1. Approve the 2022 budget of \$774,095,817 and the 2023 budget of \$783,166,239 with all the changes noted in the attached budget addenda. The 2022 budget is an increase of \$25,257,019 or 3.4% increase over the 2021 adjusted budget of \$748,838,798, and the 2023 budget is an increase of \$9,070,422 or 1.2% over the 2022 proposed budget.
2. Approve the 2022-23 Fee Schedule, as amended.
3. Authorize the County Manager to continue to fund Internal Services Fund for Employee Health and Dental Insurance to account for health and dental premiums.
4. Authorize the County Manager to move, transfer, or reallocate existing Full Time Equivalents and budget resources within and between the service teams to support the service teams in their ability to achieve and implement the Ramsey County Board's vision, mission, goals and strategic plan.
5. Authorize the County Manager to make all necessary budget adjustments, including transfers and increasing estimated revenues and expenditures to implement Request for Board Actions that have been approved by the Ramsey County Board of Commissioners.

Discussion can be found on archived video.

Motion by Reinhardt, seconded by MatasCastillo. Motion passed.

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

Resolution: B2021-293

26. Approval of the 2022 Tax Levy [2021-754](#)

Sponsors: Finance

Approve the 2022 Tax Levy:

1. Approve and adopt the 2022 total tax levy of \$338,743,612, a 1.55% increase over the 2021 tax levy of \$333,577,720. Tax levy statement attached.
2. Adopt a countywide levy on all taxable property of \$323,876,112 and a suburban-only levy for Libraries of \$14,867,500 on all taxable property in Ramsey County outside of the city of Saint Paul, to be levied in the year 2021 and to be collected in the year 2022.
3. Approve and adopt the 2022 tax levy of \$14,867,500 on suburban properties for libraries to be a separate line on the property tax statement.

Discussion can be found on archived video.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-294

27. Approval of the 2022-27 Capital Improvement Program Plan and 2022-23 Capital Improvement Program Budget and Financing [2021-752](#)

Sponsors: Finance

1. Approve the 2022-27 Capital Improvement Program Plan, the 2022-23 Capital Improvement Program Budget, and 2022 Capital Improvement Program Financing.
2. Authorize the County Manager to enter into agreements and contracts and execute amendments to agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the Capital Improvement Program funding.

Discussion can be found on archived video.

Motion by Reinhardt, seconded by MatasCastillo. Motion passed.

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

Resolution: B2021-295

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair Carter declared the meeting adjourned at 10:13 a.m.

CLOSED MEETING

Re: County Manager Performance Review

The Closed Meeting was called to order at 10:40 a.m. with the following members present: Commissioners Frethem, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt and Chair Carter. Also present: Ryan O'Connor, County Manager.

No action taken.

The closed meeting was adjourned at 12:08 p.m.

Board of Commissioners

Request for Board Action

Item Number: 2021-707

Meeting Date: 1/4/2022

Sponsor: Board of Commissioners

Title

Election of the Chair for 2022

Recommendation

Elect the chair for the year 2022.

Background and Rationale

The Annual Organizational Meeting is the time set by the Board of Commissioners for election of officers. The officer of chair is required by the Ramsey County Home Rule Charter and Minnesota Statutes Section 375.13.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

This action is strictly administrative and operational and has minimal impact on racial equity.

Community Participation Level and Impact

This action is for information only.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

No fiscal impact with this action.

County Manager Comments

None.

Last Previous Action

The County Board votes on the election of officers at the first meeting every year.

Attachments

1. None.

Board of Commissioners

Request for Board Action

Item Number: 2021-710

Meeting Date: 1/4/2022

Sponsor: Board of Commissioners

Title

Election of the Vice-Chair for 2022

Recommendation

Elect the vice-chair for the year 2022.

Background and Rationale

The Annual Organizational Meeting is the time set by the Board of Commissioners for election of officers. The officer of vice-chair is required by the Ramsey County Home Rule Charter and Minnesota Statutes Section 375.13. The chair of the County Board presides at county board meetings, and in the chair's absence or inability to act, the vice-chair presides at the meeting.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

This action is strictly administrative and operational and has minimal impact on racial equity.

Community Participation Level and Impact

This action is for information only.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

No fiscal impact with this action.

County Manager Comments

None.

Last Previous Action

The County Board votes on the election of officers at the first meeting every year.

Attachments

1. None.

Board of Commissioners

Request for Board Action

Item Number: 2021-709

Meeting Date: 1/4/2022

Sponsor: Board of Commissioners

Title

Rules of Procedure for 2022

Recommendation

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

Background and Rationale

It has been the past practice of the Ramsey County Board of Commissioners to adopt its operating rules and procedures at the Board's Annual Organizational Meeting. The Ramsey County Home Rule Charter states that the Ramsey County Board shall determine its own rules of procedure and order of business but does not state a particular date or time by which they must be adopted.

RULES OF PROCEDURE

1. Except as hereinafter provided, Robert's Rules of Order shall apply to the procedures of the Board of Ramsey County Commissioners.
2. The Board of Ramsey County Commissioners, hereinafter called the Board, shall hold regular sessions upon the first four Tuesdays of each month at 9:00 a.m., except legal holidays, unless specially ordered otherwise by majority vote of the Board. All meetings, including committee meetings, will be televised, to the extent possible.
3. The Chair of the Board shall preside at all meetings and in his/her absence, the Vice-Chair shall preside. The Chair and Vice-Chair shall be selected by vote of the members of the Board at the first meeting in January of each year.
4. For the purpose of assisting the Board in carrying on its business, such committees shall be formed and shall be composed of such members as determined by resolution of the Board. Minutes of the committee meetings shall be kept, and shall become official upon approval by the committee. Minutes of a committee of the whole may be approved at the next regularly scheduled meeting of the appropriate standing committee, if no subsequent committee of the whole meeting has been scheduled.
5. Four members of the Board shall constitute a quorum for a Board meeting.
6. A majority of the appointed members of a standing committee shall constitute a quorum for committee meetings.
7. Should any standing committee meet and be one or two members short, the Board Chair and/or Vice-Chair may be asked to fill in for the missing member(s).
8. The Chair of a standing committee may move an item to the Board, without recommendation, if the committee does not have a quorum.
9. All Commissioners present at Committee meetings can participate in discussion and vote on all items.
10. It shall be the duty of the County Manager or his/her designated agent to keep a correct journal of the proceedings of the Board, to cause committees and members of the Board and its officers to be informed of such duties as they may be charged with from time to time.
11. No issue shall be placed upon the agenda of business for any regularly held meeting of the Board

unless the same has been distributed to the offices of the Board members and other interested parties by noon Friday preceding the meeting of the Board. The County Manager may promulgate such procedures as necessary to carry out this rule.

12. When a County Board member is aware of an emergency agenda item the County Manager shall be notified immediately. The County Manager shall immediately consult with the County Attorney's Office and the Clerk to the Board and place the emergency agenda item on the appropriate standing committee and/or County Board meeting agenda as soon as legally possible.
13. The agenda of Committee and Board meetings shall be in the format prescribed by a majority of Commissioners either by motion or resolution.
14. When a question is put by the Chair, every member shall vote, except the Board, for special reasons, may excuse any member from voting upon statement of the reason.
15. Matters placed on the "Administrative" portions of the agenda shall be moved by the Board member who is slated to vote first on roll call votes for that meeting which shall be rotated alphabetically at each succeeding meeting.
16. The County Board shall use roll call voting when action is taken at County Board meetings to approve, deny, amend or lay over items on the Board's "Administrative" or "Policy" agendas. The County Board may use a voice vote for procedural motions at Board meetings, and for all actions at Committee meetings. The Board Chair shall vote last in all cases.
17. Administrative or consent matters requiring Board approval, as determined by the Chair, will be placed directly on the Board's agenda under an "Administrative" section of the Board agenda without prior committee action and will be discussed and voted on separately.
18. Draft, unapproved minutes of the Board meeting shall be prepared, kept, recorded and distributed to all Board Members and other interested parties by the County Manager or his/her designated agent not less than three working days preceding the next regularly scheduled meeting. These minutes shall become official upon Board approval and shall constitute the official public record.
19. The official public record of County Board meetings shall be available in the Office of the County Manager and shall be distributed to all city halls and public libraries throughout the County within one week of approval.
20. It shall be the responsibility of the sponsoring committee, staff, official or citizen to have an agenda matter prepared in the form to be acted on by the County Board and to have secured legal, fiscal, and administrative review as determined by the County Manager or his/her designated agent.
21. Special meetings of the County Board may be called by the Chair of the Board or by a majority of its members.
22. All meetings of the Board, including special meetings, shall be held at the County Seat, either in the Offices of the Board of County Commissioners, or in the Council Chambers on the third floor of the City Hall and Court House, or such location as may be designated by the Board by resolution, motion, or by the Chair.
23. No rule of the Board shall be suspended or amended without the concurrence of a majority of the Board.
24. All matters requiring Board approval must receive the concurrence of a majority of the Board.
25. Citizens who wish to be heard on matters of interest to the good and welfare of the County shall be heard at an appropriate time on the agenda.
26. The County Board may waive the first and second reading of a proposed ordinance if a copy of the proposed ordinance is supplied to each member of the County Board prior to its introduction and if the County Board passes a resolution waiving the full reading of the ordinance.
27. The County Board of Commissioners hereby waives the reading of Board Resolutions, unless a reading of a specific resolution is requested by the Chair.
28. The county clerk is responsible for the safe and orderly keeping of ordinances, resolutions and policies adopted by the board of commissioners. The clerk must maintain a current record of adopted ordinances, resolutions and Board policies.
29. The county clerk may make minor, non-substantive corrections to ordinances, resolutions and board policies, upon the written advice or recommendation of the county attorney or the county attorney's

designee without the necessity of further action of the board of commissioners. The county attorney or designee must confirm that the proposed changes do not alter the intent and meaning of the record being corrected. The corrections authorized by this provision include, but are not limited to:

- a. correction of grammatical, punctuation and spelling errors;
- b. correction of typographical errors;
- c. removal of duplicate pages;
- d. correction of incorrect references to federal, state and local laws and regulations, or other similar or technical sources;
- e. substitution of written words for figures or symbols and vice versa;
- f. corrections to legal descriptions of real property, as may be required to enable recording of record; provided that any change must be consistent with parcel sketches or other depictions provided to the board of commissioners at the time of board approval of the ordinance or resolution that is corrected.

The county clerk shall provide the board of commissioners with an annual written report describing all corrections made under this provision.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

This action is strictly administrative and operational. Rules of Procedure guide how County Board meetings are conducted. This action has minimal impact on racial equity.

Community Participation Level and Impact

Informing the community of this action provides transparency in procedures of County Board meetings, which are strictly administrative and operational.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

None.

County Manager Comments

None.

Last Previous Action

The Rules of Procedure are adopted every year.

Attachments

1. None.

Board of Commissioners

Request for Board Action

Item Number: 2021-714

Meeting Date: 1/4/2022

Sponsor: Board of Commissioners

Title

Appointments to Standing Committees for 2022

Recommendation

Approve appointments to various standing committees for the year 2022.

Background and Rationale

The Annual Organizational Meeting is the time established to approve appointment of commissioners to standing committees. The appointments to standing committees for 2022 are as follows:

AUDIT

- MatasCastillo, Chair
- McDonough, Vice Chair
- Carter

BUDGET

- Reinhardt, Chair
- Carter, Vice-Chair
- Frethem
- MatasCastillo
- McDonough
- McGuire
- Ortega

LEGISLATIVE

- McGuire, Chair
- MatasCastillo, Vice-Chair
- Carter
- Frethem
- McDonough
- Ortega
- Reinhardt

HEALTH AND WELLNESS SERVICE TEAM COMMITTEE OF THE WHOLE

- Frethem, Chair
- Carter, Vice Chair
- MatasCastillo
- McDonough
- McGuire

- Ortega
- Reinhardt

ECONOMIC GROWTH AND COMMUNITY INVESTMENT SERVICE TEAM COMMITTEE OF THE WHOLE

- McDonough, Chair
- Reinhardt, Vice Chair
- Carter
- Frethem
- MatasCastillo
- McGuire
- Ortega

INFORMATION AND PUBLIC RECORDS SERVICE TEAM COMMITTEE OF THE WHOLE

- McGuire, Chair
- Reinhardt, Vice Chair
- Carter
- Frethem
- MatasCastillo
- McDonough
- Ortega

SAFETY AND JUSTICE SERVICE TEAM COMMITTEE OF THE WHOLE

- Ortega, Chair
- Frethem, Vice Chair
- Carter
- MatasCastillo
- McDonough
- McGuire
- Reinhardt

STRATEGIC TEAM COMMITTEE OF THE WHOLE

- MatasCastillo, Chair
- McGuire, Vice Chair
- Carter
- Frethem
- McDonough
- Ortega
- Reinhardt

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

Appointments to standing county board committees is an annual administrative organizational action. The County Board is committed to racial equity and actively looks for ways to advance racial equity in the work

of the County's standing committees.

Community Participation Level and Impact

Informing the community of this action provides transparency about appointments and is strictly operational.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

None.

County Manager Comments

None.

Last Previous Action

These appointments are made every year.

Attachments

1. None.

Board of Commissioners

Request for Board Action

Item Number: 2021-716

Meeting Date: 1/4/2022

Sponsor: Board of Commissioners

Title

Appointments to Outside Boards and Committees for 2022

Recommendation

Approve appointments of commissioners to various outside boards, committees and commissions for the year 2022 as listed in the background.

Background and Rationale

The Annual Organizational Meeting is the time established to approve appointment of commissioners to various outside boards, committees and commissions. The appointments to outside boards, committees and commissions for 2022 are as follows:

ACTIVE LIVING RAMSEY COMMUNITIES

- McGuire

ASSOCIATION OF MINNESOTA COUNTIES (AMC) - BOARD APPOINTED

- AMC Board of Directors: McDonough (representative), Reinhardt (alternate)
- AMC District X Committee: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt

BOARD/BENCH COMMITTEE

- Ortega
- Reinhardt

COMMUNITY ACTION PARTNERSHIP (Terms to begin March 2021)

- Carter
- Frethem
- McDonough, alternate
- McGuire, alternate

COUNTY-COURT JOINT COMMITTEE

- Carter
- Frethem
- Reinhardt

COURT HOUSE/CITY HALL COMMITTEE

- Frethem
- MatasCastillo
- Ortega

CRIMINAL JUSTICE COORDINATING COMMITTEE

- Carter
- McDonough, alternate

GENERATION NEXT

- Frethem

GOLD LINE JOINT POWERS BOARD

- McDonough
- Reinhardt, alternate

GREATER MSP REGIONAL PARTNERSHIP

- Carter

HEADING HOME RAMSEY - CONTINUUM OF CARE

- MatasCastillo
- McDonough, alternate

ITASCA Project

- MatasCastillo
- Carter, alternate

JOINT PROPERTY TAX ADVISORY COMMITTEE

- Carter
- MatasCastillo
- Reinhardt

JUVENILE DETENTION ALTERNATIVES INITIATIVE

- Carter, Co-Chair
- McGuire
- Frethem, alternate

LAW LIBRARY TRUSTEE

- Frethem
- McGuire, alternate

METROPOLITAN ALLIANCE FOR HEALTHY FAMILIES HOME VISITING

- Frethem

METROPOLITAN CONSERVATION DISTRICTS JOINT POWERS BOARD

- Frethem
- McDonough, alternate

METROPOLITAN EMERGENCY SERVICES BOARD (MESB)

- MatasCastillo (2 votes)
- McDonough (2 votes)
- Frethem, alternate

METRO GIS POLICY BOARD

- Reinhardt

- McDonough, alternate

METROPOLITAN LIBRARY SERVICES AGENCY (MELSA) BOARD OF TRUSTEES

- McGuire

METROPOLITAN MOSQUITO CONTROL DISTRICT BOARD

- Frethem
- McDonough
- Ortega

METROPOLITAN TRANSPORTATION ADVISORY BOARD

- MatasCastillo
- McGuire, alternate

MINNESOTA LANDMARKS BOARD

- Ortega
- Reinhardt

MINNESOTA WORKFORCE COUNCIL ASSOCIATION

- McDonough

PARTNERSHIP ON WASTE AND ENERGY

- Reinhardt

PRITZKER EARLY CHILDHOOD INITIATIVE

- Carter
- Frethem

RAMSEY COUNTY CHILDREN'S MENTAL HEALTH COLLABORATIVE

- Frethem

RAMSEY COUNTY DISPATCH/800 MHz SUBSYSTEM POLICY COMMITTEE

- McDonough
- Ortega

RAMSEY COUNTY EXTENSION COMMITTEE

- Frethem
- McGuire
- Reinhardt, alternate

RAMSEY COUNTY LEAGUE OF LOCAL GOVERNMENTS

- McGuire
- MatasCastillo, alternate

RAMSEY COUNTY LIBRARY BOARD OF TRUSTEES LIAISON

- Reinhardt
- Frethem, alternate

RECYCLING & ENERGY BOARD

- Frethem

- MatasCastillo
- McGuire
- Ortega
- Reinhardt
- McDonough, alternate

REGIONAL HAULERS LICENSING BOARD

- Reinhardt
- McGuire, alternate

REGIONS HOSPITAL BOARD

- MatasCastillo

RE-THINKING I-94 COMMITTEE

- Carter
- McDonough, alternate

SAINT PAUL CHILDREN'S COLLABORATIVE

- Carter
- McGuire

SAINT PAUL DOWNTOWN ALLIANCE

- Carter

SAINT PAUL PROMISE NEIGHBORHOOD

- Carter
- MatasCastillo, alternate

STATE COMMUNITY HEALTH SERVICES ADVISORY COMMITTEE

- McDonough
- MatasCastillo, alternate

STATEWIDE EMERGENCY COMMUNICATIONS BOARD

- MatasCastillo

SUBURBAN RAMSEY FAMILY COLLABORATIVE JOINT POWERS BOARD

- Frethem
- McGuire

TCAAP JOINT DEVELOPMENT AUTHORITY

- McDonough
- Ortega
- Reinhardt, alternate

WORKFORCE INNOVATION BOARD

- McDonough
- Carter, alternate

In addition to the formal appointments made by the Ramsey County Board of Commissioners, Ramsey County Commissioners actively participate on other boards, committees, associations and commissions, including

participation in the Association of Minnesota Counties (AMC) and the National Association of Counties (NACo) as follows:

Association of Minnesota Counties (AMC):

- Board of Directors: Carter (NACo), McGuire (1st Vice President)
- Environment & National Resources Policy Committee: Reinhardt
- General Government Policy Committee: McDonough
- Health & Human Services Policy Committee: Carter, MatasCastillo
- Public Safety Policy Committee: McGuire
- Transportation & Infrastructure Policy Committee: Ortega
- Housing, Economic Workforce Development Committee: MatasCastillo, McDonough

National Association of Counties (NACO):

- Arts & Culture Commission: Carter, Frethem, McGuire
- Board of Directors: Carter (AMC), McGuire (2nd Vice President)
- Community, Economic & Workforce Development Steering Committee: McDonough (Vice Chair)
- Environment, Energy & Land Use Steering Committee: Reinhardt
- Health Steering Committee: McGuire
- Healthy Counties Initiative Advisory Board: Carter, McDonough, McGuire
- Human Services & Education Steering Committee: MatasCastillo
- IT Committee: Reinhardt
- Justice & Public Safety Committee: Carter
- Large Urban County Caucus (LUCC): Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt
- Large Urban County Caucus (LUCC) Steering Committee: Carter, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt
- Programs and Services Committee: McGuire
- Resilient Counties Advisory Board: Reinhardt (Vice Chair)
- Transportation Steering Committee: Ortega
- Veterans and Military Services Committee: MatasCastillo (Vice Chair)

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

Appointments to outside boards and committees is an annual administrative organizational action. These boards and committees represent formal entities, partnerships and initiatives that often respond to issues of significance to the community. County Commissioners will seek opportunities to advance racial equity through the work of these boards and committees.

Community Participation Level and Impact

Informing the community of this action provides transparency about boards and committees in which the County Commissioners participate. The appointments will provide opportunities for the County Commissioners to build relationships, consult and collaborate with community in supporting and responding to issues important to the community through the work of these boards and committees.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

None.

County Manager Comments

None.

Last Previous Action

These appointments are made every year.

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2021-717

Meeting Date: 1/4/2022

Sponsor: Board of Commissioners

Title

Appointment of Members to the Ramsey County Housing and Redevelopment Authority for 2022

Recommendation

Approve the appointment of members to the Ramsey County Housing and Redevelopment Authority for the year 2022.

Background and Rationale

The Ramsey County Board of Commissioners is the entity that makes appointments to the Ramsey County Housing and Redevelopment Authority.

The appointments for 2022 are as follows:

- Commissioner Toni Carter
- Commissioner Nicole Frethem
- Commissioner Trista MatasCastillo
- Commissioner Jim McDonough
- Commissioner Mary Jo McGuire
- Commissioner Rafael Ortega
- Commissioner Victoria Reinhardt

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

The County Commissioners are appointed annually to the Housing and Redevelopment Authority as an administrative function. The work of the Housing and Redevelopment Authority, in partnership with other entities, provides support to improve housing and economic development initiatives that support racial equity.

Community Participation Level and Impact

Informing the community of this action provides transparency about the appointment process, which is strictly administrative and operational. The work of the Housing and Redevelopment Authority provides opportunities for the County Commissioners to consult and collaborate with the community in supporting initiatives that are important to the community.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

None.

County Manager Comments

None.

Last Previous Action

These appointments are made every year.

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2021-719

Meeting Date: 1/4/2022

Sponsor: Board of Commissioners

Title

Appointment of Members to the Ramsey County Regional Railroad Authority for 2022

Recommendation

Approve the appointment of members to the Ramsey County Regional Railroad Authority for the year 2022.

Background and Rationale

The Ramsey County Board of Commissioners is the entity that makes appointments to the Ramsey County Regional Railroad Authority.

The appointments for 2021 are as follows:

- Commissioner Toni Carter
- Commissioner Nicole Frethem
- Commissioner Trista MatasCastillo
- Commissioner Jim McDonough
- Commissioner Mary Jo McGuire
- Commissioner Rafael Ortega
- Commissioner Victoria Reinhardt

County Goals (Check those advanced by Action)

☐ Well-being

☐ Prosperity

☐ Opportunity

☒ Accountability

Racial Equity Impact

The County Commissioners are appointed annually to the Regional Railroad Authority as an administrative function. The work of the Regional Railroad Authority, in partnership with other entities, supports improvements to multiple modes of transportation that increase access and racial equity.

Community Participation Level and Impact

Informing the community of this action provides transparency about the appointment process, which is strictly administrative and operational. The work of the Regional Railroad Authority provides opportunities for the Ramsey County commissioners to consult and collaborate with the community in supporting initiatives that are important to the community.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

None.

County Manager Comments

None.

Last Previous Action

These appointments are made every year.

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2021-720

Meeting Date: 1/4/2022

Sponsor: County Manager's Office

Title

Contracts with Press Publications, Inc. and Medianews Group, Inc dba St. Paul Pioneer Press for 2022 Newspaper Publications

Recommendation

1. Award a contract to Press Publications, Inc., 4779 Bloom Avenue, White Bear Lake, MN 55110, as the designated Official Newspaper for the following Ramsey County publications:
 - Official proceedings of the Board of Ramsey County Commissioners and all notices for the year 2022; the 2021 Financial Statement; and the Notice of Expiration of Redemption in the Vadnais Heights Press in the amount of \$5.49 per column inch for the first insertion, and \$5.49 for subsequent insertions.
 - 2021 Financial Statement in the White Bear Press as the other newspaper of general circulation located in a different municipality in the County than the Official Newspaper, in the amount of \$13.81 per column inch and \$13.81 per column inch for subsequent insertions.
2. Authorize the Chair and the Chief Clerk to execute the contract with Press Publications, Inc.
3. Award a contract to Medianews Group, Inc dba St. Paul Pioneer Press, PO Box 64831, Saint Paul, MN 55164, as the designated Official Newspaper for publication of Ramsey County's List of Real Estate Taxes Remaining Delinquent on the first day of January 2022 in the Pioneer Press in the amount of \$6.30 per column inch and \$6.30 per column inch for subsequent insertions.
4. Authorize the Chair and Chief Clerk to execute the contract with Medianews Group, Inc dba St. Paul Pioneer Press.

Background and Rationale

Annually, a competitive solicitation is released for official publication services required of Ramsey County for the subsequent year. Minnesota Statutes require various official publications of Ramsey County and define the requirements of official newspapers as indicated below:

Minnesota State Statutes Chapter 395 of the 1990 Legislature, which amends Minnesota Statute §331.A.02, Subd 1. Requirements for a Qualified Newspaper, and Minnesota Statute §331A.04 require the following:

- publication of a political subdivision's public notices, including the official proceedings of the county board, in a qualified newspaper of general circulation in the county with its "known office of issue" within the political subdivision.
- the publisher must also do its typographic, composition, and presswork in Ramsey County.
- awarding of the contract is to be made at the county board's first regular session each year.

Minnesota Statute §375.17 requires Ramsey County's 2022 Financial Statement to be published in the newspaper designated by the Ramsey County Board as the Official Newspaper for such publication, and in a newspaper of general circulation located in a different municipality in the county than the Official Newspaper.

Minnesota Statute §§279.09-279.10 and 279.13 as amended requires publication in the newspaper designated annually by the Ramsey County Board the List of Real Estate Taxes Remaining Delinquent on the

first day of January.

Minnesota Statute §281.23 as amended requires publication of the Notice of Expiration of Redemption for the County of Ramsey.

For the year 2022, two proposals were received in response to the Request for Bids. The awards are required to be given to the lowest responsive and responsible bidder - based on the lowest bid per publication type included in the solicitation, the awards being given to the two proposers:

- Press Publications, Inc., 4779 Bloom Avenue, White Bear Lake, MN 55110, designated as the Official Newspaper for the following Ramsey County publications:
 - Official proceedings and other public notices; 2021 Financial Statement; and Notice of Expiration of Redemption in the Vadnais Heights Press in the amount of \$5.49 per column inch for the first insertion, and \$5.49 for subsequent insertions.
 - 2021 Financial Statement in the White Bear Press as the other newspaper of general circulation located in a different municipality in the county than the Official Newspaper in the amount of \$13.81 per column inch and \$13.81 per column inch for subsequent insertions.
- Medianews Group, Inc dba St. Paul Pioneer Press, PO Box 64831, Saint Paul, MN 55164, designated as the Official Newspaper for the following Ramsey County publication:
 - List of Real Estate Taxes Remaining Delinquent on the first day of January 2022 in the Pioneer Press in the amount of \$6.30 per column inch and \$6.30 per column inch for subsequent insertions.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

Designation of an official newspaper to publish the official notices including the proceedings of the County Board, the county's Financial Statements, and the List of Real Estate Taxes Remaining Delinquent is an annual organizational action. The decision is based on a competitive solicitation process and procurement policies requiring the award to go to the lowest responsible bidder. The decision has minimal direct impact on addressing racial equity.

Community Participation Level and Impact

Informing the community of this action provides transparency in the selection process, which is determined based on a competitive solicitation and procurement policies. The Official Newspaper provides transparency and information to the community, in the form of minutes and hearing notices, about the proceedings of the Ramsey County Board initiatives that are important to the community.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Funds are available in the 2022-23 budget.

County Manager Comments

No additional comments.

Last Previous Action

On January 5, 2021, per Resolution B2021-007, the Ramsey County Board awarded contracts to:

- Press Publications, Inc., 4779 Bloom Avenue, White Bear Lake, MN 55110, as the designated Official Newspaper for the following Ramsey County publications:

- Official proceedings of the Board of Ramsey County Commissioners and all notices for the year 2021 in the Vadnais Heights Press at a cost of \$4.97 per column inch for the first insertion, and \$4.97 for subsequent insertions.
- 2020 Financial Statement in the White Bear Press as the other newspaper of general circulation located in a different municipality in the County than the Official Newspaper, at a cost of \$12.52 per column inch and \$12.52 per column inch for subsequent insertions.
- List of Real Estate Taxes Remaining Delinquent on the first day of January 2021, in the Vadnais Heights Press at a cost of \$5.09 per column inch for the first insertion, and \$5.09 per column inch for subsequent insertions.
- Notice of Expiration of Redemption in the Vadnais Heights Press at a cost of \$4.21 per column inch for the first insertion, and \$4.21 per column inch for subsequent insertions.
- Northwest Publications, LLC, dba St. Paul Pioneer Press, PO Box 64831, Saint Paul, MN 55164, as the designated Official Newspaper for publication of Ramsey County's 2020 Financial Statement in the Pioneer Press at a cost of \$6.30 per column inch and \$6.30 per column inch for subsequent insertions.

Attachments

1. Press Publication Procurement Contract
2. Ramsey County General Contract/Agreement Terms and Conditions - Press Publications
3. Pioneer Press Procurement Contract
4. Ramsey County General Contract/Agreement Terms and Conditions - Pioneer Press

RAMSEY COUNTY PROCUREMENT CONTRACT

County Manager

County Mgr's Office Room 250
15 West Kellogg Blvd.
St Paul MN 55102
USA

Supplier 0000016461
PRESS PUBLICATIONS INC.
4779 BLOOM AVE
WHITE BEAR LK MN 55110
USA

Open

Dispatch via Print

Contract ID RC-000429		Page 1 of 2	
Contract Dates 01/04/2022 to 01/03/2023	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: 2022 Legal Notices		Contract Maximum 999,999,999.00	

Tax Exempt? N Tax Exempt ID:

Contract Lines:

Line #	Supplier Item	Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1		ADVERTISING SERVICES	EA	1.00	0.00	0.00	0.00

PROVIDE LEGAL PUBLICATION SERVICES TO RAMSEY COUNTY AS REQUIRED PER THE SPECIFICATIONS IN THE RFB ENTITLED COMGR3250 2022 OFFICIAL PROCEEDINGS NOTIFICATIONS AND CONTRACTOR SOLICITATION RESPONSE DATED 12/15/2021.

THE FOLLOWING NOTICES SHALL BE PUBLISHED IN THE VADNAIS HEIGHTS PRESS AT THE RATES DESCRIBED BELOW:

- OFFICIAL PROCEEDINGS OF THE BOARD OF RAMSEY COUNTY COMMISSIONERS FOR THE YEAR 2022
- THE YEAR-END FINANCIAL STATEMENT OF RAMSEY COUNTY FOR THE YEAR 2021
- NOTICE AND LIST OF DELINQUENT REAL ESTATE TAXES
- NOTICE OF EXPIRATION OF REDEMPTION
- PUBLICATION OF NOTICE OF SALE
- LEASE FOR REMOVAL OF PEAT FROM TAX-FORFEITED LAND
- TIMBER SALES
- CANCELLATION OF CONTRACT FOR DEED

RATES:

FIRST INSERTION: 5.49/COLUMN INCH
SUBSEQUENT INSERTIONS: 5.49/COLUMN INCH
BID PHOTO REPRODUCTION: 5.49/COLUMN INCH
PRINT COPIES: PRINTED AND DELIVERED AT NO COST

THE FOLLOWING NOTICE SHALL BE PUBLISHED IN THE WHITE BEAR PRESS AT THE RATES DESCRIBED BELOW:

- THE YEAR-END FINANCIAL STATEMENT OF RAMSEY COUNTY FOR THE YEAR 2021

RATES:

FIRST INSERTION: \$13.81/COLUMN INCH
SUBSEQUENT INSERTIONS: \$13.81/COLUMN INCH
PRINT COPIES: PRINTED AND DELIVERED AT NO COST

ADDITIONAL PUBLICATIONS: COUNTY MAY REQUEST THAT CONTRACTOR PUBLISH OTHER NOTICES NOT IDENTIFIED IN THIS ATTACHMENT. OTHER PUBLICATIONS MUST MEET THE GENERAL REQUIREMENTS DESCRIBED IN SECTION 1.3.1 OF RFB COMGR0000003250. WHEN THE COUNTY REQUESTS AN ADDITIONAL PUBLICATION, CONTRACTOR AND COUNTY SHALL AGREE UPON THE FOLLOWING IN WRITING PRIOR TO PUBLICATION:

- DATE(S) OF PUBLICATION
- FORMAT AND CONTENT OF PUBLICATION
- IF PRINT COPIES ARE REQUESTED BY THE COUNTY, THE NUMBER OF PRINT COPIES TO BE DELIVERED AND DELIVERY LOCATION
- THE PRICE OF THE PUBLICATION. PRICING MUST BE COMMENSURATE WITH PRICING FOR SIMILAR PUBLICATIONS

PERIOD OF PERFORMANCE:

ORIGINAL TERM: 01/4/2022 through 1/3/2023

CONTRACTOR CONTACT: LISA GRABER

CONTRACTOR PHONE#: 651-407-1205

CONTRACTOR EMAIL: AR@PRESSPUBS.COM

COUNTY CONTACT: Mee Cheng

COUNTY PHONE#: 612-581-0451

COUNTY EMAIL: Mee.Cheng@CO.RAMSEY.MN.US

REQ# COMGR3250

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

Unauthorized

RAMSEY COUNTY PROCUREMENT CONTRACT

County Manager

County Mgr's Office Room 250
15 West Kellogg Blvd.
St Paul MN 55102
USA

Supplier 0000016461
PRESS PUBLICATIONS INC.
4779 BLOOM AVE
WHITE BEAR LK MN 55110
USA

Open

Dispatch via Print

Contract ID RC-000429		Page 2 of 2	
Contract Dates 01/04/2022 to 01/03/2023	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: 2022 Legal Notices		Contract Maximum 999,999,999.00	

Tax Exempt? N Tax Exempt ID:

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

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

Unauthorized



General Contract/Agreement Terms and Conditions

1. General Contract/Agreement Terms and Conditions

1.1. Payment

1.1.1.

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.

1.1.2.

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.

1.1.3.

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

1.1.4.

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

1.2. Application for Payments

1.2.1.

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

1.2.2.

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

1.2.3.

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.

1.2.4.

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.

1.2.5.

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

1.2.6.

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.

1.3. 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.

1.4. Successors, Subcontracting and Assignment

1.4.1.

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.

1.4.2.

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.

1.4.3.

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

1.5. Compliance With Legal Requirements

1.5.1.

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.

1.5.2.

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.

1.6. Data Practices

1.6.1.

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.

1.6.2.

The Contractor designates Lisa Graber 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.

1.6.3.

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.

1.7. Security

1.7.1.

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.

1.7.2.

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.

1.7.3.

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.

1.7.4.

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.

1.7.5.

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

1.8. 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.

1.9. Contractor's Insurance

1.9.1.

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.

1.9.2.

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.

1.9.3.

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.

1.9.3.1.

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.

1.9.3.2.

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.

1.9.4.

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

1.9.5.

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.

1.9.6.

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.

1.9.7.

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.

1.9.8.

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.

1.9.9.

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-.

1.9.10.

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.

1.9.11.

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.

1.9.12.

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

1.10. 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.

1.11. 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:

Mee Cheng, 250 Courthouse, 15 West Kellogg Blvd., Saint Paul, MN 55102

Contractor:

Lisa Graber, 4774 Bloom Avenue, White Bear Lake, MN 55110

1.12. 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.

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

1.18. Termination

1.18.1.

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.

1.18.2.

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.

1.18.3.

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.

1.19. Interpretation of Agreement; Venue

1.19.1.

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.

1.19.2.

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.

1.20. Protection of Persons and Property

1.20.1.

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.

1.20.2.

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.

1.21. Warranty

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

1.22. Infringement

1.22.1.

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

1.22.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such 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.

1.23. Title - Risk of Loss

1.23.1.

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.

1.23.2.

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.

1.24. 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.

1.25. Ramsey County Master Contract

The resulting contract will be a Ramsey County Master Contract available to all Ramsey County departments.

1.26. Cooperative Purchasing

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

1.27. Contract Provisions for Non-Federal Entity Contracts Under Federal Award

1.27.1.

Contracts and subcontracts for more than the simplified acquisition threshold currently set at \$175,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

1.27.2.

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

1.27.3.

Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

1.27.4.

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

County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

1.27.5.

Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

1.27.6.

Davis--Bacon Act, as amended (40 U.S.C. 3141--3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non--Federal entities shall include a provision for compliance with the Davis--Bacon Act (40 U.S.C. 3141--3144, and 3146--3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The non--Federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

1.27.7.

The non--Federal entity shall report all suspected or reported violations to the Federal awarding agency. The contracts shall also include a provision for compliance with the **Copeland "Anti--Kickback" Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non--Federal entity shall report all suspected or reported violations to the Federal awarding agency.

1.27.8.

Clean Air Act (42 U.S.C. 7401--7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251--1387), as amended--Contracts and subcontracts of amounts in excess of \$150,000 shall contain a provision that requires the non--Federal Contractor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401--7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251--1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

1.27.9.

Energy Conservation. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issues in compliance with the Energy Policy and Conservation Act (42 U.S.C.6201).

1.27.10.

(e) **Contract Work Hours and Safety Standards Act (40U.S.C.3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

1.27.11.

(c) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60--1.3 shall include the equal opportunity clause Page 11 of 12 (Rev. 01/12/2016) provided under 41 CFR 60--1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964--1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1.28. 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.

1.29. 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.

1.30. 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.

1.31. 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.

RAMSEY COUNTY PROCUREMENT CONTRACT

County Manager

County Mgr's Office Room 250
15 West Kellogg Blvd.
St Paul MN 55102
USA

Supplier 0000195170
MEDIANEWS GROUP, INC.
DBA ST PAUL PIONEER PRESS
PO BOX 64831
ST PAUL MN 55164-0831
USA

Open

Dispatch via Print

Contract ID RC-000430		Page 1 of 1	
Contract Dates 01/04/2022 to 01/03/2023	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: 2022 Legal Notices		Contract Maximum 999,999,999.00	

Tax Exempt? N Tax Exempt ID:

Contract Lines:

Line #	Supplier Item	Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1		ADVERTISING SERVICES	EA	1.00	0.00	0.00	0.00

PROVIDE LEGAL PUBLICATION SERVICES TO RAMSEY COUNTY AS REQUIRED PER THE SPECIFICATIONS IN THE RFB ENTITLED COMGR23250 2022 OFFICIAL PROCEEDINGS NOTIFICATIONS, WHICH IS HEREBY INCORPORATED BY REFERENCE, AND CONTRACTOR SOLICITATION RESPONSE DATED 12/14/2021.

RATES FOR PUBLICATION OF THE NOTICE AND LIST OF DELINQUENT REAL ESTATE TAXES:

FIRST INSERTION: \$6.30 PER COLUMN INCH

SUBSEQUENT INSERTIONS: \$6.30 PER COLUMN INCH

PRINT COPIES: \$100 FLAT FEE FOR PRINT COPIES AND DELIVERY

ADDITIONAL PUBLICATIONS: COUNTY MAY REQUEST THAT CONTRACTOR PUBLISH OTHER NOTICES NOT IDENTIFIED IN THIS ATTACHMENT. OTHER PUBLICATIONS MUST MEET THE GENERAL REQUIREMENTS DESCRIBED IN SECTION 1.3.1 OF RFB COMGR0000003250. WHEN THE COUNTY REQUESTS AN ADDITIONAL PUBLICATION, CONTRACTOR AND COUNTY SHALL AGREE UPON THE FOLLOWING IN WRITING PRIOR TO PUBLICATION:

- DATE(S) OF PUBLICATION
- FORMAT AND CONTENT OF PUBLICATION
- IF PRINT COPIES ARE REQUESTED BY THE COUNTY, THE NUMBER OF PRINT COPIES TO BE DELIVERED AND DELIVERY LOCATION
- THE PRICE OF THE PUBLICATION. PRICING MUST BE COMMENSURATE WITH PRICING FOR SIMILAR PUBLICATIONS

PERIOD OF PERFORMANCE:

ORIGINAL TERM: 01/04/2022 through 1/03/2023

CONTRACTOR CONTACT: Emily Kunz

CONTRACTOR PHONE#: 651-228-5328

CONTRACTOR EMAIL: ekunz@pioneerpress.com

COUNTY CONTACT: Mee Cheng

COUNTY PHONE#: 612-581-0451

COUNTY EMAIL: Mee.Cheng@CO.RAMSEY.MN.US

REQ# COMGR3250

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

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

Unauthorized



General Contract/Agreement Terms and Conditions

1. General Contract/Agreement Terms and Conditions

1.1. Payment

1.1.1.

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.

1.1.2.

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.

1.1.3.

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

1.1.4.

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

1.2. Application for Payments

1.2.1.

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

1.2.2.

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

1.2.3.

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.

1.2.4.

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.

1.2.5.

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

1.2.6.

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.

1.3. 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.

1.4. Successors, Subcontracting and Assignment

1.4.1.

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.

1.4.2.

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.

1.4.3.

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

1.5. Compliance With Legal Requirements

1.5.1.

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.

1.5.2.

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.

1.6. Data Practices

1.6.1.

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.

1.6.2.

The Contractor designates Emily Kunz 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.

1.6.3.

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.

1.7. Security

1.7.1.

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.

1.7.2.

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.

1.7.3.

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.

1.7.4.

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.

1.7.5.

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

1.8. 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.

1.9. Contractor's Insurance

1.9.1.

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.

1.9.2.

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.

1.9.3.

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.

1.9.3.1.

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.

1.9.3.2.

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.

1.9.4.

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

1.9.5.

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.

1.9.6.

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.

1.9.7.

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.

1.9.8.

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.

1.9.9.

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-.

1.9.10.

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.

1.9.11.

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.

1.9.12.

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

1.10. 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.

1.11. 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:

Mee Cheng, 250 Courthouse, 15 West Kellogg Blvd., Saint Paul, MN 55102

Contractor:

Emily Kunz, One West Water Street #200, Saint Paul, MN, 55107

1.12. 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.

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

1.18. Termination

1.18.1.

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.

1.18.2.

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.

1.18.3.

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.

1.19. Interpretation of Agreement; Venue

1.19.1.

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.

1.19.2.

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.

1.20. Protection of Persons and Property

1.20.1.

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.

1.20.2.

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.

1.21. Warranty

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

1.22. Infringement

1.22.1.

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

1.22.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such 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.

1.23. Title - Risk of Loss

1.23.1.

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.

1.23.2.

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.

1.24. 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.

1.25. Ramsey County Master Contract

The resulting contract will be a Ramsey County Master Contract available to all Ramsey County departments.

1.26. Cooperative Purchasing

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

1.27. Contract Provisions for Non-Federal Entity Contracts Under Federal Award

1.27.1.

Contracts and subcontracts for more than the simplified acquisition threshold currently set at \$175,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

1.27.2.

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

1.27.3.

Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

1.27.4.

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

County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

1.27.5.

Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

1.27.6.

Davis--Bacon Act, as amended (40 U.S.C. 3141--3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non--Federal entities shall include a provision for compliance with the Davis--Bacon Act (40 U.S.C. 3141--3144, and 3146--3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The non--Federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

1.27.7.

The non--Federal entity shall report all suspected or reported violations to the Federal awarding agency. The contracts shall also include a provision for compliance with the **Copeland "Anti--Kickback" Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non--Federal entity shall report all suspected or reported violations to the Federal awarding agency.

1.27.8.

Clean Air Act (42 U.S.C. 7401--7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251--1387), as amended--Contracts and subcontracts of amounts in excess of \$150,000 shall contain a provision that requires the non--Federal Contractor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401--7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251--1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

1.27.9.

Energy Conservation. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issues in compliance with the Energy Policy and Conservation Act (42 U.S.C.6201).

1.27.10.

(e) **Contract Work Hours and Safety Standards Act (40U.S.C.3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

1.27.11.

(c) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60--1.3 shall include the equal opportunity clause Page 11 of 12 (Rev. 01/12/2016) provided under 41 CFR 60--1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964--1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1.28. 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.

1.29. 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.

1.30. 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.

1.31. 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.