Board of Commissioners Agenda

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

January 11, 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. 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 Center for Disease Control's transmission level registering as substantial or high in Ramsey County. The meeting broadcast will be available online and linked via ramseycounty.us/boardmeetings.

ROLL CALL

PLEDGE OF ALLEGIANCE

1. Agenda of January 11, 2022 is Presented for Approval. 2021-764

Sponsors: County Manager's Office

Approve the agenda of January 11, 2022.

2. Minutes from January 4, 2022 are Presented for Approval 2021-765

Sponsors: County Manager's Office

Approve the January 4, 2022 Minutes.

PROCLAMATION

3. Proclamation: Health Care Month 2021-747

Sponsors: Workforce Solutions, Public Health and Social Services

COVID UPDATE

ADMINISTRATIVE ITEMS

4. Single Source Agreement with Model Cities for Emergency Shelter Beds 2021-774

Sponsors: Housing Stability

1. Approve the single source agreement with Model Cities of St. Paul, Inc., 839 University Avenue West, Saint Paul, Minnesota 55104 for $601,800.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance

with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

5. Amendments to the Joint Powers Agreement with the Minnesota State Agricultural Society for Law Enforcement and Security Services 2021-769

Sponsors: Sheriff's Office

1. Ratify the First Amended and Restated Joint Powers Agreement with the Minnesota State Agricultural Society, 1265 Snelling Avenue North, Saint Paul, Minnesota 55108-3003, for law enforcement and security services for the period of January 1, 2022, through January 15, 2022.
2. Approve the Second Amended and Restated Joint Powers Agreement with the Minnesota State Agricultural Society, 1265 Snelling Avenue North, Saint Paul, Minnesota 55108-3003 for law enforcement and security services for the period of January 16, 2022, through June 30, 2022.
3. Authorize the Chair and Chief Clerk to execute the Second Amendment.

6. Grant Agreement from the Minnesota Board of Water and Soil Resources for State Fiscal Year 2022 2021-763

Sponsors: Parks & Recreation

1. Ratify the submittal of a grant work plan to the Minnesota Board of Water and Soil Resources for Local Capacity Services and Buffer Law Program Implementation Grants.
2. Accept and approve a grant award from the Minnesota Board of Water and Soil Resources for Local Capacity Services and Buffer Law Program Implementation Grants for the period of grant execution through December 31, 2024 in the amount of $113,434.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

7. Grant Awards from Minnesota Department of Natural Resources for State Fiscal Year 2022 Conservation Partners Legacy Program 2021-771

Sponsors: Parks & Recreation

1. Ratify the submittal of grant applications to the Minnesota Department of Natural Resources for State Fiscal Year 2022 Conservation Partners Legacy program grant.
2. Accept and approve a grant award with the Minnesota Department of Natural Resources for State Fiscal Year 2022 Conservation Partners Legacy program grant for the Pigs Eye Island Habitat grant for the period of grant execution through June 30, 2025 in the amount of $314,460.
3. Accept and approve the grant agreement with the Minnesota Department of Natural Resources for State Fiscal Year 2022 Conservation Partners Legacy program grant for the West Battle Creek Prairie Expansion Project for the period of grant execution through June 30, 2025 in the amount of $132,750.
4. Authorize the Chair and Chief Clerk to execute the grant agreements.
5. 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 grant funding.

8. Joint Powers Agreement with the City of Saint Paul, City of Minneapolis and Hennepin County to apply for the Economic Development Administration Good Jobs Challenge 2021-681

Sponsors: Workforce Solutions

1. Approve the Joint Powers Agreement with the city of Saint Paul, city of Minneapolis and Hennepin County to apply for the Economic Development Administration Good Jobs Challenge.
2. Authorize the Chair and Chief Clerk to execute the agreement.

9. Project Labor Agreements for Public Works 2022 Construction and Pavement Preservation Projects 2021-758

Sponsors: Public Works

Determine that Project Labor Agreements shall not be used on any 2022 construction or pavement preservation projects.

10. 2022-2026 Transportation Improvement Program 2021-685

Sponsors: Public Works

1. Adopt the 2022-2026 Public Works Transportation Improvement Program.
2. Authorize the County Engineer to prepare plans and agreements for all projects identified in the Transportation Improvement Program, and to issue solicitations in accordance with county policies and procedures and the Minnesota Department of Transportation's list of "Pre-Qualified Vendors by Work Type".
3. Authorize the County Engineer to execute Right of Way Plats and Certificate of Surveys for Highway projects that require the determination of existing right of way for the delineation and /or acquisition of property, for planning studies or disposition of excess county property.
4. Authorize the County Manager to enter into contracts and agreements, and execute change orders and amendments to contracts, supplemental agreements, and agreements related to the expenditure of Transportation Improvement Program Project Funds utilizing County State Aid, Federal, state and participating funding associated with the construction of the approved projects in the 2022-2026 or a previously approved Transportation Improvement Program in accordance with the county's procurement policies and procedures.
5. Authorize the County Engineer and County Attorney to acquire temporary easements, permanent easements, fee title, and enter into Limited Use Permits with the state of Minnesota for projects in the 2022-2026 Transportation Improvement Program, or previously approved Transportation Improvement Program, by negotiation or condemnation.
6. Authorize the County Engineer to approve negotiated settlements for up to $100,000 over the county's appraised value per parcel for temporary and permanent easements and fee title.
7. Authorize the County Manager to approve and execute purchase agreements, settlements, closing documents, Limited Use Permits and other related real estate documentation associated with Ramsey County Board approved acquisitions of real property.
8. Authorize the County Manager to approve and execute cooperative agreements and maintenance agreements with cities, counties, state, and other governmental agencies for their participation in projects listed in the 2022-2026 Public Works Transportation Improvement Program or previously approved Transportation Improvement Program.
9. Authorize temporary cash loans from the County General Fund to the Road and Bridge

Capital
Improvement Program fund and the Wheelage Tax fund for costs of projects listed in the 2022-2026 Public Works Transportation Program, or previously approved Transportation Improvement Program, and for maintenance project expenditures occurring before bond or wheelage tax proceeds are received pending receipt of Federal, County State Aid Highway, state, participating funds.

10. Authorize the County Manager to submit grant applications for state and federal funding for projects listed in the 2022-2026 Public Works Transportation Improvement Program.
11. Authorize the County Manager to accept grants and execute grant agreements agreeing to the grant terms and conditions for grant award and for grants that so require, the county agrees to be responsible for any additional amount by which the cost exceeds the county's construction cost estimate and will return to the grantor any grant amount appropriated for the project but not utilized for the project under the terms of the grant agreement.

11. Appointments to the Ramsey County Library Board 2021-680

Sponsors: Library

Appoint David Perry and Grace Atkins to the Ramsey County Library Board for three-year terms beginning January 11, 2022 and ending December 31, 2024.

12. Designation of One Additional Unclassified, Unrepresented Administrator, Withdrawal Management Program and Detoxification Position in Accordance with Personnel Act, Minnesota Statute 383A.286, Subdivision 3. 2021-766

Sponsors: Human Resources

Approve the designation of one additional unclassified, unpresented administrator, Withdrawal Management Program and Detoxification position in accordance with Personnel Act, Minnesota Statute 383A.286, Subdivision 3.

13. Summary of the Conclusions from the Performance Evaluation of the County Manager 2022-018

Sponsors: Board of Commissioners

Authorize the annual salary of the County Manager, currently $200,697.61 for the year 2022, to be increased retroactively in alignment with the cost-of-living increase for unrepresented employees once it is approved by the Ramsey County Board of Commissioners.

14. 2022 Authorization to Participate in Pooled Fund Opportunities 2021-724

Sponsors: Finance

1. Authorize Ramsey County to join and invest in the Minnesota Association of Governments Investing for Counties fund.
2. Authorize the County Manager, or his designee, to sign the attached Minnesota Association of Governments Investing for Counties resolution form.

15. 2022 Designation of Depositories and Delegation for Electronic Funds Transfers 2021-725

Sponsors: Finance

1. Approve the designation of depositories to US Bank, Bremer Bank, Tradition, Minnesota State Board of Investment and Minnesota Association of Governments Investing for Counties.
2. Authorize the Chief Financial Officer, or her designees, the ability to execute Electronic Funds Transfers.

16. October 2021 Report of Contracts, Grant and Revenue Agreements, Emergency Purchases, Sole Source, Single Source Purchases and Final Payments 2021-723

Sponsors: Finance

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

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

Housing and Redevelopment Authority Meeting - virtual meeting/Council Chambers-Courthouse Room 300

1:30 p.m.: County Board Workshop - MnChoices Overview - A Health and Wellness Service Team Collaboration to Strengthen Service Delivery & Increase Access to Home and Community Based Services
Public access via Zoom:
https://zoom.us/j/99183546418?pwd=WnpIdEFvd00xVkVqQlVxd0RXQWh6UT09
Webinar ID: 991 8354 6418 | Passcode: 603254 | Phone: 651-372-8299

Advance Notice:
January 18, 2022 County board meeting – Council Chambers
January 26, 2022 County board meeting – Council Chambers
February 1, 2022 County board meeting – Council Chambers
February 8, 2022 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: 2021-764 **Meeting Date:** 1/11/2022

Sponsor: County Manager's Office

Title
Agenda of January 11, 2022 is Presented for Approval.

Recommendation
Approve the agenda of January 11, 2022.

Board of Commissioners

Request for Board Action

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

Item Number: 2021-765 **Meeting Date:** 1/11/2022

Sponsor: County Manager's Office

Title
Minutes from January 4, 2022 are Presented for Approval

Recommendation
Approve the January 4, 2022 Minutes.

Attachments
1. January 4, 2022 Minutes

Board of Commissioners
Minutes

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

January 4, 2022 - 9 a.m. **Virtual meeting / Council Chambers - Courthouse Room 300**

The Ramsey County Board of Commissioners met in regular session at 9:13 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 January 4, 2022 is Presented for Approval. 2021-704

Sponsors: County Manager's Office

Approve the agenda of January 4, 2022.

Motion by McGuire, seconded by Frethem. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

2. Minutes from December 21, 2021 are Presented for Approval 2021-705

Sponsors: County Manager's Office

Approve the December 21, 2021 Minutes.

Motion by Ortega, seconded by McGuire. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

POLICY ITEMS

3. Election of the Chair for 2022 2021-707

Sponsors: Board of Commissioners

Elect the chair for the year 2022.

Commissioner McDonough nominated Commissioner MatasCastillo as Chair, seconded by Commissioner Reinhardt.

Motion by McDonough, seconded by Reinhardt. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: B2022-001

4. Election of the Vice-Chair for 2022 2021-710

Sponsors: Board of Commissioners

Elect the vice-chair for the year 2022.

Commissioner Carter nominated Commissioner McDonough as Vice-Chair, seconded by Commissioner McGuire.

Motion by Carter, seconded by McGuire. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: B2022-002

STATEMENT OF OUTGOING CHAIR

Commissioner Carter provided her comments. Discussion can be found on archived video.

STATEMENT OF INCOMING CHAIR

Commissioner MatasCastillo provided her comments. Discussion can be found on archived video.

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.

Motion by McDonough, seconded by Ortega. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: B2022-003

6. Appointments to Standing Committees for 2022 2021-714

Sponsors: Board of Commissioners

Approve appointments to various standing committees for the year 2022.

Motion by Reinhardt, seconded by McGuire. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: B2022-004

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.

Motion by McGuire, seconded by Carter. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: B2022-005

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.

Motion by McDonough, seconded by McGuire. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: B2022-006

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.

Motion by McGuire, seconded by Carter. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: B2022-007

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.

Motion by McDonough, seconded by Ortega. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: B2022-008

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 MatasCastillo. Discussion can be found on archived video.

ADJOURNMENT

Chair MatasCastillo declared the meeting adjourned at 9:53 a.m.

Board of Commissioners

Request for Board Action

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

Item Number: 2021-747 **Meeting Date:** 1/11/2022

Sponsor: Workforce Solutions

Title
Proclamation: Health Care Month

Attachments
1. Proclamation

Proclamation

WHEREAS, Health care is a critically important industry, crucial to not only the health and well-being of all Minnesotans but also to the strength of Minnesota's economy; and

WHEREAS, Health care workers have been on the front lines of the COVID-19 pandemic for many months, enduring long hours and stressful conditions, saving countless lives – they deserve to be celebrated for their dedication; and

WHEREAS, There are 387,500 people employed in Health care roles in Minnesota, and as many as 7,045 Health care professionals currently unemployed in our state with projected high long-term demand for health care workers and currently crisis level demand for many health care workers – from entry level to highly specialized; and

WHEREAS, There are 35,932 Health care professionals working in Ramsey County, including 743 dedicated Ramsey County employees who work tirelessly to provide quality care for our residents and to make our community healthier and safer; and

WHEREAS, It is critically important to raise awareness about the many employment opportunities in health care, including those in hospitals and clinics, in senior care or other long-term care settings, and in direct support positions assisting people with disabilities in their homes and communities – and call on Minnesotans who want to make a difference in the lives of others to join or rejoin the health care field; and

WHEREAS, Health care offers many entry-level jobs that leverage transferable skills earned in other occupations. People with no health care experience or post-secondary education can work with many employers who provide on the job training, helping people get on track quickly for future career growth in the health care field; and

WHEREAS, Today's young people need to be encouraged to explore the wide range of health care career options with great opportunity for growth to ensure a strong future workforce in this essential field in our state. Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners designates the month of January as Health Care Month in Ramsey County; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners encourages all Ramsey County residents to honor and celebrate the contributions of the health care industry and all health care workers in Ramsey County.

Trista MatasCastillo, Board Chair, District 3

Nicole Frethem, Commissioner, District 1

Mary Jo McGuire, Commissioner, District 2

Toni Carter, Commissioner, District 4

Rafael E. Ortega, Commissioner, District 5

Jim McDonough, Commissioner, District 6

Victoria Reinhardt, Commissioner, District 7

Ryan T. O'Connor, County Manager

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

Board of Commissioners

Request for Board Action

Item Number: 2021-774 **Meeting Date:** 1/11/2022

Sponsor: Housing Stability

Title
Single Source Agreement with Model Cities for Emergency Shelter Beds

Recommendation
1. Approve the single source agreement with Model Cities of St. Paul, Inc., 839 University Avenue West, Saint Paul, Minnesota 55104 for $601,800.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Background and Rationale
Safe Space is an emergency shelter operated by Model Cities and located in the Ramsey County Government Center East Building at 160 Kellogg Boulevard East, Saint Paul, Minnesota 55101. The current client service agreement with Model Cities started October 22, 2019. Prior to Model Cities contract start, Catholic Charities was the shelter operator. Once Catholic Charities notified the county that they were no longer able to continue to operate, the county approached several potential vendors, all of which had existing housing-based client service agreements. Given the urgency of the need for a new service provider, the county and Model Cities entered into the current agreement. Model Cities developed a plan and identified what they felt they needed from Ramsey County and Catholic Charities. Despite a lack of experience providing shelter services from the start of the contract, Model Cities' commitment to learning, growing, and partnering has made a place for itself in the homeless services continuum. The organization is now integral to the communities' emergency shelter response network-facilitating a tiered referral process in the late afternoon, early evening and middle of the night. Safe Space now receives approximately 100 daily referrals from: Metro Transit, Catholic Charities' Higher Ground, outreach workers, Saint Paul Police Department, Freedom House, local hospitals, and Ramsey, Hennepin, and Dakota counties. Due to the critical nature of the work of sheltering people experiencing homelessness while also preventing COVID spread and the fact that it was previously difficult to source vendor partners with ability and staffing to do the work, Model Cities is the current qualified vendor positioned to accept 100 daily emergency shelter referrals which in turn equated to nearly 2,000 individuals being served. Disruption of service could negatively impact the unsheltered referral system. In 2022, Housing Stability intends to issue a competitive bid for these services.

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

Racial Equity Impact
In 2020, Safe Space shelter served 1,934 people (duplicated count). Of the individuals served, 45% of the emergency shelter users identify as African American; 37% as white; 8% identified with "multiple races;" 5% as Asian; and 5% as Native American. 78% of users identified as male and an increasing number of individuals identify as non-conforming- making the Model Cities/ Safe Space one of very few options to have a safe space

dedicated for gender non-conforming individuals. Most of the individuals were in the age range of 25-54 with a notable increase in the number of youth (counted 140 youth stays) and elderly, or 62 and older (counted 111 elderly stays).

Community Participation Level and Impact
Involvement of regional partners will continue, particularly in the redevelopment of the outreach and referral process.1,934 people were served at Safe Space shelter in 2020; 11% were veterans and 64% had barriers around mental and chemical health. A survey of community referrals and outreach partners will take place with a goal of identifying what's working well and where are the post- COVID gaps related to this community-based emergency shelter solution.

☒ Inform ☒ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact
Housing Stability 2022-23 budget will be utilized to cover a one-year contract beginning January 12, 2022 for a total obligation of $601,800.

County Manager Comments
No additional comments.

Last Previous Action
On October 22, 2019, the Ramsey County Board approved a Single Source Agreement with Model Cities for Safe Space Emergency Shelter Services (Resolution B2019-241).

Attachments
1. Single Source Request Form
2. Client Services Agreement

RAMSEY COUNTY **Ramsey County Single Source or Sole Source Request Form**

Exceeds Contract Value Authority

Definitions

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

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

Department Section

Department: HSD
Requisition ID: 0000000014
Requestor: CHAY.DOUANGPHOUXAY
Date: January 01, 2022
Procurement Description: Safe Space Emergency Shelter
Contractor Name: Model Cities of St. Paul, Inc.
Contract Term (including renewals): 1 year
Anticipated Contract Value (including renewals): 601,800.00

1.

Is this a single or sole source request?

Single Source

2.

Select the good or service category:

Client Services

3.

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

4.

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

Model Cities of St. Paul, Inc. is the current vendor operating the Safe Space shelter at 160 East Kellogg Blvd. The current contract started 10/22/2019. Ramsey County approached Model Cities to be the vendor after Catholic Charities declined to renew their contract. Despite their lack of experience in the shelter world, Model Cities stepped up. Model Cities came up with a plan and identified what they felt they needed from Ramsey County and Catholic Charities. Since contract implementation, Model Cities' commitment to learning, growing, and partnering has made a place for itself in the homeless services continuum. They are now integral to the communities' emergency shelter response network-facilitating a tiered referral process in the late afternoon, early evening, and middle of the night. Safe Space now receives approximately 100 daily referrals from: Metro Transit, Catholic Charities' Higher Ground, outreach workers, St. Paul Police Department, Freedom House, local hospitals, and Ramsey,

Hennepin, and Dakota counties. Due to the critical nature of the work of sheltering people experiencing homelessness while also preventing COVID spread and the fact that it was previously difficult to source vendor partners with ability and staffing to do the work, Model Cities' is the current qualified vendor positioned to accept 100 daily emergency referrals. Disruption of service could negatively impact the unsheltered referral system.

5.

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

There are two current agencies who could potentially successfully bid on and operate Safe Space if this becomes a competitive solicitation. Catholic Charities may be interested in this contract because Safe Space is now a year-round shelter provider. However, there are the following factors that they may also consider: Catholic Charities is under new leadership and is still working to keep abreast of the additional services needed to continue their response to COVID, including the challenges with the new Delta variant. The Salvation Army could potentially bid but they are also still busy hiring and on-boarding staff to upstart the shelter at Bethesda.

6.

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

No prior solicitations for this service. First contract was with Catholic Charities at the decision of the *Outside In Committee*, funded by the St. Paul Foundation. Contract was extended for a second year with Ramsey County becoming the primary funder. Current 2-year contract expires on 10/31/2021, is with Model Cities of St. Paul, Inc. (contract also has no option for amendment/renewal), is for $590,000/year (2021 COLA upped the dollar amount to $601,800/year) and services have been extended to cover the entire year as well as for an additional 3 hours each day. Model Cities of St. Paul, Inc. now holds the contract because Catholic Charities declined a 3rd year contract/contract amendment citing the hardship of retaining good staff for only the winter cold months.

7.

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

Contractor's costs are fair and reasonable, based on actual costs and anticipated future expenses.

8.

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

9.

Single Source - Obtain documentation from the contractor to supports its claim that they are uniquely qualified for this particular service and any documentation stating the work to be performed, proposal, quote/invoice. Documentation may be attached and forwarded to the Procurement Specialist.

10.

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

Name: Leigh Ann Ahmad
Date: 10/15/2021

Procurement Specialist Section

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

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

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

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

   ☑ Yes State justification for single source or sole source classification: Since the contractor has provided these services previously, they have the experience and knowledge of the County along with unique talents to allow the County to advance important initiatives while saving time and money. I concur this single source request.

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

Name: Chay Douangphouxay
Title: Procurement Specialist
Date: October 15, 2021

RAMSEY COUNTY

Client Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Housing Stability Department, 121 7th Place East, Suite 2500, St. Paul, MN 55101 ("County") and Model Cities of St. Paul, Inc., 839 University Avenue West, St. Paul, MN 55104, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from January 12, 2022 through January 11, 2023 and may not be renewed.

2. Scope of Service

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

2.1.

Safe Space Emergency Shelter operations and services as set forth in Attachment A: Contracted Services, which is attached and made a part of this Agreement. Services will be provided for up to 64 single adults on a nightly basis.

2.2.

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

2.3.

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

3. Schedule

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

4. Cost

4.1.

The County shall pay the Contractor a not to exceed amount of $ 601,800.00 over the life of the contract according to the agreed to rates.

4.2.

The County shall pay the Contractor the following unit rates:
Rates are contained in Attachment B - Budget which is attached and made a part of this Agreement. The County shall pay the Contractor on a cost reimbursement basis.

5. Health Insurance Reimbursement and Billing

In the event that services provided to eligible persons may be reimbursed by private health insurance, managed care organization or other public assistance programs, the Contractor shall bill such third parties before billing the State of Minnesota and/or the County.

6. Special Conditions

6.1.

Homeless Management Information System

1. The Contractor shall collaborate with the Institute for Community Alliances (ICA) (the Administrator), and any successors and/or assigns of the Administrator's rights and responsibilities regarding the Minnesota Homeless Management Information System computerized database ("HMIS") to receive training which the Administrator requires in order for the Contractor to be a licensed user of HMIS, and satisfy other reasonable requirements which may be imposed by the Administrator and the County in connection with HMIS.
2. The Contractor shall request necessary information from the individuals it serves through the contracted services it provides, pursuant to Contractor's agreement with the Administrator, enter such information into HMIS in a timely manner, and produce reports and test data for accuracy, as directed by the Administrator and the County.
3. The Contractor shall obtain any and all necessary disclosures, releases and consents to permit the County to access information and receive periodic reports from the Administrator (additional information is available at http://hmismn.org and the Contractor hereby expressly permits the County to access any and all such information.

6.2.

Invoices and supporting documentation shall be submitted in a manner as set forth below by the 15th of each month (or on the next business day when the 15th is a weekend or holiday). Electronic invoices are preferred.

Submit invoices to HSD.AP@co.ramsey.mn.us. Other correspondences and deliverables are to be directed to Naly Yang at Naly.Yang@co.ramsey.mn.us or (651) 266-4106. E-mailed invoices and supporting documentation shall include encryption if private client information is included.

6.3.

Daily email reporting of referral sources, number of shelter attendees and turn aways shall be sent to the county and community partners throughout the length of the contract period.

7. County Roles and Responsibilities

7.1.

The County may monitor and/or evaluate the performance of the Contractor under this Agreement during and for a period of 90 days following termination or expiration of this Agreement.

8. General Contract/Agreement Terms and Conditions

8.1. Payment

8.1.1.

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

8.1.2.

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

8.2. Application for Payments

8.2.1.

The Contractor shall submit an invoice once a month and to be submitted on the 15th of the month (of the following business day if the 15th is a holiday or weekend). Invoices must include itemization of items/services and line-item pricing to the County in accordance with the contract.

8.2.2.

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

8.2.3.

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.

8.2.4.

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.

8.2.5.

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

8.2.6.

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.

8.3. 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.

8.4. Successors, Subcontracting and Assignment

8.4.1.

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.

8.4.2.

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.

8.4.3.

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.

8.5. Compliance With Legal Requirements

8.5.1.

Unless otherwise provided in the scope, 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.

8.5.2.

The Contractor agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs and staff for which the Contractor in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, zoning standards, staff certification, and all other applicable laws, regulations, ordinances, rules, and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Contractor agrees to the following:

8.5.2.1.

During the term of this Agreement, the Contractor agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria established by the County to assure quality service.

8.5.2.1.1.

The Contractor represents that it and its employees will remain qualified and licensed to provide services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally approved Minnesota state waiver plans, and this Agreement.

8.5.2.1.2.

The Contractor agrees to inform the County of the following related to it or its employees immediately upon:

8.5.2.1.2.1.

Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.

8.5.2.1.2.2.

Any allegations and/or investigation by a government agency of fraud or criminal wrongdoing.

8.5.2.1.2.3.

Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in a federal exclusion.

8.5.2.2.

The Contractor agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated as required under Minnesota Statutes, Chapter 245A and Minnesota Statutes, sections 626.556 and 626.557.

8.5.2.3.

Failure to meet such standards may be cause for termination of this Agreement. Notwithstanding any other provision of this Agreement, such termination may be effective as of the date of such failure.

8.5.2.4.

Loss of any applicable state license by the Contractor shall be cause for termination of this Agreement. Notwithstanding any other provision of this Agreement, such termination shall be effective as of the date of such loss.

8.5.2.5.

If the County has reason to believe that the health, safety, or well-being of a person receiving services may be endangered by actions of the Contractor, its agent and/or employees, the County may require that the Contractor immediately terminate providing services to the person. The County may also remove the person from the care of the Contractor. These actions may be taken immediately and may continue for such a period as is reasonably necessary for the County to determine that the safety and well-being of the person or of other persons in Contractor's care have been assured. If it is determined that the safety and well-being of the person will remain in jeopardy, the County may immediately terminate this Agreement.

8.5.3.

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

8.6. Data Practices

8.6.1.

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.

8.6.2.

The Contractor designates Kizzy Downie 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.

8.6.3.

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.

8.7. Security

8.7.1.

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.

8.7.2.

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.

8.7.3.

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.

8.7.4.

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.

8.7.5.

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

8.8. 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.

8.9. Contractor's Insurance

8.9.1.

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.

8.9.2.

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.

8.9.3.

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.

8.9.3.1.

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.

8.9.3.2.

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.

8.9.4.

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

8.9.4.1.

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

8.9.4.2.

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

8.9.5.

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

8.9.6.

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

8.9.7.

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

8.9.8.

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

8.9.9.

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

8.9.10.

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

8.9.11.

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

8.9.12.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of

Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

8.9.13.

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

8.9.14.

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

8.10. 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.

8.11. 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:

Naly Yang, 121 7th Place East, Suite 2500, St. Paul, MN 55101

Contractor:

Kizzy Downie, Model Cities, 839 University Avenue West, St. Paul, MN 55104

8.12. 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.

8.13. 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.

8.14. 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.

8.15. 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.

8.16. 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.

8.17. 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.

8.18. Termination

8.18.1.

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.

8.18.2.

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.

8.18.3.

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.

8.19. Interpretation of Agreement; Venue

8.19.1.

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.

8.19.2.

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.

8.20. Warranty

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

8.21. Infringement

8.21.1.

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

8.21.2.

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

8.22. Debarment and Suspension

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

8.23. Diverse Workforce Inclusion

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

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

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

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

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

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

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

8.24. Alteration

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

8.25. Entire Agreement

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

9. Equal Employment Opportunity and Civil Rights

9.1.

The Contractor agrees that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. The Contractor will furnish all information and reports required by the County or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

9.2.

The Contractor shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

9.3.

The Contractor agrees that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

9.3.1.

Denied access to or opportunity to participate in or receive benefits from any service offered by the Contractor under the terms and provisions of this Agreement; nor

9.3.2.

Subject to discrimination in employment under any program or activity related to the services provided by the Contractor.

9.4.

If it is discovered that the Contractor is not in compliance with applicable regulations as warranted, or if the Contractor engages in any discriminatory practices, as described above, then the County may cancel said Agreement as provided by the cancellation clause of this Agreement.

10. Third Party Beneficiary

10.1.

The County may notify the Contractor of a health plan or health plans which shall be considered third party beneficiaries of this Agreement with respect to the services to be provided by the Contractor pursuant to this Agreement.

10.2.

The Contractor shall provide services to the third party beneficiary health plans and their recipient clients to the same extent as this Agreement requires services to be provided to the County and its recipient clients.

10.3.

Payment for services provided by the Contractor to health plan recipient clients shall be the same as otherwise required by this Agreement.

10.4.

The County may terminate the designation of a health plan as a third party beneficiary of this Agreement by notifying the health plan and the Contractor in writing of the effective date of the health plan's termination.

10.5.

Except as provided in this section, this Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity other than the Minnesota Department of Human Services will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise. Any approved subcontractors must agree to this provision. Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2.

11. Extension

The parties further understand and agree that this Agreement shall be automatically extended for an additional period up to 90 days from the end date of this Agreement in the event a new Agreement

between the parties is desired, but not entered into, prior to the expiration date contained in this Agreement. The purpose of this extension is to ensure the existence of an uninterrupted Agreement in the event that a new Agreement is desired but is unable to be signed by the parties prior to the expiration date of this Agreement. In the event that this Agreement is extended pursuant to this clause, any change in fees contained in the subsequent Agreement may be made retroactive to the expiration date of this Agreement, by mutual agreement of the parties.

12. Special Contract Terms and Conditions

12.1.

Services at Safe Space is provided in Ramsey County owned-property, therefore a lease agreement also exists with Ramsey County Property Management. Contractor must be in compliance with both the lease agreement and contract services.

12.2.

A copy of the Contractor's shelter policies will be updated periodically and submitted to Ramsey County on an annual basis for review, compliance and coordination with other shelter policies. All shelter policies may be subject to county legal review.

12.3.

Any general media requests made to the Contractor during this contract period must be directed to the County.

12.4.

Fair Hearing and Grievance Procedure:
The Contractor agrees that it is responsible for establishing, implementing and processing fair hearings and/or grievances in conformance with the requirements of state and federal law relating to contract services governed by the Minnesota Department of Human Services.

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

Board of Commissioners

Request for Board Action

Item Number: 2021-769 **Meeting Date:** 1/11/2022

Sponsor: Sheriff's Office

Title
Amendments to the Joint Powers Agreement with the Minnesota State Agricultural Society for Law Enforcement and Security Services

Recommendation
1. Ratify the First Amended and Restated Joint Powers Agreement with the Minnesota State Agricultural Society, 1265 Snelling Avenue North, Saint Paul, Minnesota 55108-3003, for law enforcement and security services for the period of January 1, 2022, through January 15, 2022.
2. Approve the Second Amended and Restated Joint Powers Agreement with the Minnesota State Agricultural Society, 1265 Snelling Avenue North, Saint Paul, Minnesota 55108-3003 for law enforcement and security services for the period of January 16, 2022, through June 30, 2022.
3. Authorize the Chair and Chief Clerk to execute the Second Amendment.

Background and Rationale
The Minnesota State Agricultural Society is the governing body responsible for the use and regulation of the land known as the State Fairgrounds. In May 2021, the Minnesota Agricultural Society disbanded the State Fair's longstanding police department, instead wishing to partner with another law enforcement agency to provide law enforcement services on the fairgrounds. The Minnesota Department of Public Safety recommended that the Ramsey County Sheriff's Office was the appropriate choice to provide law enforcement services as the lead law enforcement agency.

The Agricultural Society identified the need for year-round law enforcement services, including: (1) general patrol and enforcement duties; (2) providing security services for special events held on the fairgrounds; (3) providing security services for the two-week pre-fair period; and (4) providing security services for the annual Fair. The Agricultural Society asked Ramsey County, through the Ramsey County Sheriff's Office, to provide these services.

Since June 2021, the Ramsey County Sheriff's Office has provided law enforcement and security services at the State Fairgrounds, including serving as the lead law enforcement agency for the 2021 Minnesota State Fair. The Ramsey County Sheriff's Office is currently providing these services under agreements approved by the Ramsey County Board. The Ramsey County Sheriff's Office, the Ramsey County Attorney's Office, Finance department, Enterprise Risk Manager, Human Resources department, and the County Manager's Office, in partnership with various internal and external partners, worked together to make sure the terms of the Agreements protected the county from potential risks that could arise in the course of providing law enforcement services to the Minnesota State Fair.

On December 6, 2021, the Agricultural Society announced its intention to reinstate the Minnesota State Fair Police Department (MSFPD). The Ramsey County Sheriff's Office has been working with the Agricultural Society to transition law enforcement and security services to the MSFPD. Additional time is required to hire sufficient staff to ensure a successful transition. As a result, the Agricultural Society has requested Ramsey County assist with the provision of law enforcement and security services on the Fairgrounds beyond the

expiration of the initial term on December 31, 2021. The Ramsey County Sheriff's Office is recommending an extension of the one of the two agreements for law enforcement and security services through June 30, 2022. This extension does not include the 2022 Minnesota State Fair and agreement that covered the 2021 Minnesota State Fair expired on December 31, 2021.

The amendment requires the Agricultural Society to reimburse Ramey County for these services and to defend and indemnify Ramey County and its employees, officials, agents and representatives from any liability arising from the provision of services. The amendment extends through June 30, 2022, and terminate before the 2022 Minnesota State Fair.

On December 22, 2021, the County Manager signed a First Amended and Restated Joint Powers Agreement with the Minnesota State Agricultural Society for law enforcement and security services.
The First Amendment extended the Agreement for the period of January 1, 2022, through January 15, 2022, until the next available Ramsey County Board meeting. Both the agreement and previous board action, approved by the Ramsey County Board, allowed for amendments to be signed by the County Manager.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☒ Opportunity ☐ Accountability

Racial Equity Impact

During the term of these amendments, the Ramsey County Sheriff's Office will continue its commitment to racial equity in providing law enforcement and security services. For reference, the Sheriff's Office safety plan for the 2021 Minnesota State Fair included Community Ambassadors to engage in community outreach, prevent violence, and help to reduce crime. Community Ambassadors are of various racial, ethnic and gender backgrounds to reflect the community served. Skilled in communication and de-escalation, Community Ambassadors are from various backgrounds including religious leaders, coaches, teachers, military veterans, non-profit managers, and legal services. Community Ambassadors will be available as needed for events on the fairgrounds.

In addition, body cameras are worn by Ramsey County deputies who provide services at the fairgrounds to promote transparency and accountability for all. The Ramsey County Sheriff's Office will continue to monitor the impact of these services and how they affect the community.

Community Participation Level and Impact

There is no community engagement for the Amendments.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The Minnesota State Fair provides an economic impact of an estimated $300 million dollars annually, with the majority in Ramsey County. As a result of the 2021 Agreements with the Agricultural Society, the Sheriff's Office received an estimated $500,000 in additional revenue. The actual amount of revenue collected will be available after the 2021 fiscal close process. These amendments will also generate revenue for the Sheriff's Office; however, revenue generated in 2022 will be decreased because the amended agreement terminates before the 2022 Minnesota State Fair.

The State Agricultural Society will continue to provide payments to the Ramsey County Sheriff's Office for law enforcement and security services. Fees charged to the Agricultural Society will cover the costs associated with providing services and will not be subsidized by the county property tax levy. In addition, the terms and conditions of the agreement which protect the county against any claims, litigation or other costs that arise from Ramey County's provision of law enforcement services remain in force.

County Manager Comments
No additional comments.

Last Previous Action
On September 28, 2021, the Ramsey County Board held a workshop to discuss the next steps for a Minnesota State Fair After-Action Review of Security Operations.

On July 20, 2021, the Ramsey County Board approved two Joint Powers Agreements between Ramsey County and the Minnesota State Agricultural Society to provide law enforcement and security services on the fairgrounds and during the 2021 Minnesota State Fair (Resolution B2021-171).

On June 22, 2021, the Ramsey County Board held a workshop to discuss the Minnesota State Fair law enforcement and security services agreements.

On June 18, 2019, the Ramsey County Board approved a Joint Powers Agreement between Ramsey County and the Minnesota State Agricultural Society to provide 24/7/365 dispatch services for police, fire, and emergency medical services for the Minnesota State Fair (Resolution B2019-147).

Attachments
1. First Amended and Restated Joint Powers Agreement between Ramsey County and the Minnesota State Agricultural Society for Law Enforcement and Security Services
2. Second Amended and Restated Joint Powers Agreement between Ramsey County and the Minnesota State Agricultural Society for Law Enforcement and Security Services
3. Joint Powers Agreement between Ramsey County and the Minnesota State Agricultural Society for Law Enforcement and Security Services

FIRST AMENDED AND RESTATED JOINT POWERS AGREEMENT BETWEEN RAMSEY COUNTY AND THE MINNESOTA STATE AGRICULTURAL SOCIETY FOR LAW ENFORCEMENT AND SECURITY SERVICES

This Amendment is between Ramsey County ("County") and the Minnesota State Agricultural Society ("Agricultural Society").

WHEREAS, the County and Agricultural Society entered into the Joint Powers Agreement ("Agreement") for law enforcement and security services in July 2021, and now desire to amend the Agreement as described herein; and

WHEREAS, the initial term of this Agreement is set to expire on December 31, 2021; and

WHEREAS, the Agricultural Society is reconstituting its police department but will not have sufficient officers to fully staff the general law enforcement and security services required on the Minnesota State Fairgrounds by December 31, 2021; and

WHEREAS, the Agricultural Society requested that Ramsey County assist it with the provision of law enforcement and security services on the Fairgrounds, until it is staffed to do so and beyond the expiration of the initial term on December 31, 2021; and

WHEREAS, Ramsey County, on behalf of the Ramsey County Sheriff's Office, agrees to assist the Agricultural Society with the provision law enforcement and security services beyond the expiration of the initial term set forth in this Amended and Restated Agreement;

NOW, THEREFORE, the parties agree to amend and restate the July 2021 Joint Powers Agreement as follows:

Added language is indicated via <u>underline</u> and deleted language is indicated via ~~strikethrough~~.

I. Background & Purpose

In May 2021, the Agricultural Society disbanded the State Fair's existing police department, instead wishing to partner with another law enforcement agency to provide law enforcement and security services on the Minnesota State Fairgrounds. The Minnesota Department of Public Safety recommended that the Ramsey County Sheriff's Office ("RCSO") was the appropriate choice to provide law enforcement services as the lead law enforcement agency.

The County, on behalf of the RCSO, agrees to <u>assist the Agricultural Society with the provision of</u> ~~provide~~ law enforcement and security services on the Fairgrounds <u>through January 15, 2022</u>, provided that the Agricultural Society agrees to defend and indemnify and be responsible for the acts and omissions of the County and its employees, officials, agents, and representatives from any liability arising from the provision of services under this Agreement, as provided by

Minnesota Statutes Section 471.59, subdivision 1a(a). The purpose of this Agreement is to set forth the terms under which the County, through the RCSO, will provide law enforcement services to the Agricultural Society ~~during the periods of June 1, 2021, through August 25, 2021, and September 7, 2021, through December 31, 2021,~~ from January 1, 2022, through January 15, 2022, at the State Fairgrounds.

In consideration of the mutual terms and conditions, promises, covenants, and payments of this Agreement, the County and the Agricultural Society agree as follows:

II. County Responsibilities

1. The County, through the RCSO, will ~~provide~~ assist the Agricultural Society with the provision of law enforcement and security services, as it is able, ~~to the Agricultural Society~~ including but not limited to:

   a. General law enforcement and security services for the ~~periods of June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021~~ January 1, 2022, through January 15, 2022;
   b. Event security services for the periods of ~~June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021~~ January 1, 2022, through January 15, 2022;
   ~~c. General law enforcement and security services for the Minnesota State Pre-Fair, which is from August 9, 2021, through August 25, 2021;~~
   c. Patrol services of all areas of the Fairgrounds, as defined in Minnesota Statutes Section 37.01;
   d. Enforcement of state law or any rule, bylaw, or ordinance of the Agricultural Society, consistent with Minnesota Statutes Section 37.20;
   e. Traffic enforcement;
   f. Criminal investigative services and crime-scene-processing services;
   g. Follow up on reported crimes with persons who reported the crime, including notification as to the status of the investigation; and
   h. Responses to reports of criminal activity and medical, fire, and other emergencies.

2. The County, through the RCSO, will work with the chief of the newly reinstated Minnesota State Fair Police Department (MSFPD), to ensure the orderly transition of law enforcement and security operations from the RCSO to the MSFPD.

III. Agricultural Society Responsibilities

1. The Agricultural Society will provide all necessary facilities~~, as identified by RCSO,~~ and other resources necessary to fulfill the purposes of this Agreement.

~~2. The Agricultural Society agrees that the County shall have full cooperation and assistance from the Agricultural Society and its officers, agents, and employees. The Agricultural Society shall designate a liaison to the RCSO. The liaison shall represent the Agricultural Society at planning meetings related to services provided under this Agreement.~~

2. The Agricultural Society shall appoint a chief of police for it newly reinstated Minnesota State Fair Police Department (MSFPD). The chief will request law enforcement services from Ramsey County, as needed, and with work RCSO to ensure the orderly transition of law enforcement and security operations from the RCSO to the MSFPD.

IV. Billings and Payment

1. Except for Ramsey County-recognized holidays, the Agricultural Society shall pay the County $80 per hour per employee identified below for the services described in Section II of this Agreement. For Ramsey County-recognized holidays, the Agricultural Society shall pay the County $100 per hour per employee. ~~This Agreement contemplates 24-hour coverage, supervision, and management, as listed below:~~

~~General Law Enforcement and Security Services – June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021, as described in Section II.1.a of this Agreement:~~

~~24-hour coverage (one deputy per shift)~~
~~Three Managers/Supervisors (40 hours per week per person/120 total hours per week)~~

~~Security Services at Events – June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021, as described in Section II.1.b of this Agreement:~~

~~Staffing coverage will be agreed upon in advance by RCSO and the Agricultural Society.~~

~~General Law Enforcement and Security Services During the Minnesota State Pre-Fair – August 9, 2021, through August 25, 2021, as described in Section II.1.c of this Agreement:~~

~~24-hour law enforcement and security services (2,656 hours)~~	~~$212,480~~
~~Management and Supervision (8 hours per day)~~	~~$21,760~~
~~Total estimated cost for Pre-Fair (17 days)~~	~~$234,240~~

The Agricultural Society shall additionally reimburse RCSO for mileage at the current General Services Administration (GSA) rate for mileage incurred during the provision of law enforcement or security services with County vehicles.

2. The Agricultural Society shall pay County invoices sent pursuant to this Agreement within 30 days.

3. The Parties agree that the County will, at the very least, recover its costs for providing law enforcement and security services. Following the conclusion of the County's provision of services under this Agreement, the County shall prepare an accounting of all its costs incurred under this Agreement. The Agricultural Society agrees to reimburse all County costs incurred under this Agreement.

V. General Terms

1. **Public Data:** All data collected, created, received, maintained, or disseminated for any purpose in the course of either Party's performance of this Agreement are governed by the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and any other applicable statutes and rules. The County shall be responsible for maintaining such data consistent with the MGDPA following the conclusion of the County's provision of services under this Agreement.

2. **Compliance with Applicable Laws:** The Parties agree to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units insofar as they relate to the Parties' performance under this Agreement.

3. **Conflict of Interest:** The Parties agree that they will not contract nor accept employment for the performance of any work or services with any individual, business, corporation, or governmental unit that would create a conflict of interest in the performance of this Agreement.

4. **Liability:** Pursuant to the provisions of Minnesota Statutes Section 471.59, subdivision 1a(a), the Agricultural Society agrees to be responsible for the acts or omissions of the County and its employees, officials, representatives, and agents in connection with this Agreement. Accordingly, the Agricultural Society agrees to provide for the full coverage, defense, and indemnification of the County and its employees, officials, representatives, and agents from all claims arising from

or in any way related to the provision of services under this Agreement. The Agricultural Society further agrees to defend and indemnify the County for any property damaged or lost in connection with this Agreement. As such, the Parties agree that their liability shall be governed by Minnesota Statutes Section 471.59, subd. 1a, Minnesota Statutes Section, 3.732, and other applicable state and federal law.

The Agricultural Society may procure insurance to cover some or all of its responsibilities of defense, indemnification, and liability under this Agreement. Neither the County nor its employees, officials, representatives, or agents shall be responsible for any costs in connection with the defense and indemnification of any claim or lawsuit related to this Agreement.

The Agricultural Society is responsible for any claims or costs in excess of available insurance coverage. If the Agricultural Society is unable to bear the full costs of defense and indemnification it will seek financial assistance from the Minnesota State Legislature.

Nothing herein shall be construed as a waiver by either Party of any other tort liability protections provided by law.

Notwithstanding the statutory tort liability limits set forth in the Tort Claims Act, the Agricultural Society's obligation to defend and indemnify the County and its employees, officials, representatives, and agents for any claim or lawsuit against the County arising from the County's performance of its duties under this Agreement is unlimited.

In the event that the County or its employees, officials, representatives, or agents are sued for any act or omission in connection with services provided pursuant to this Agreement, the County will tender the defense of such lawsuit and the Agricultural Society will accept the tender of defense. The County reserves the right to defend itself against any lawsuit or claim, and the Agricultural Society agrees to pay all reasonable costs associated with the County's defense of itself.

For purposes of determining total liability for damages, the Parties agree that they are considered a single governmental unit under Minnesota Statutes Section 471.59, subdivision 1a(b).

5. **Workers' Compensation:** Each Party will maintain workers' compensation insurance or a program of self-insurance covering its own personnel.

6. **Other Benefits:** Nothing in this Agreement is intended to prevent or hinder the pursuit of applicable state or federal benefits to personnel who respond in the course of, and arising out of, their employment under this Agreement.

7. **Assignment:** Each Party binds itself and its successors, legal representatives, and assigns with respect to all covenants of this Agreement, and neither the County nor the Agricultural Society will assign or transfer their interest in this Agreement without the written consent of the other.

8. **Amendments:** Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each Party.

9. **Waiver:** Failure of a Party to assert any right under this Agreement shall not constitute a waiver or termination of that right.

10. **Survival of Obligations:** If a court or governmental agency with proper jurisdiction determines that a provision herein is unlawful, that provision shall terminate. If a provision is so terminated but the Parties can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

11. **Interpretation of Agreement, Venue:** This Agreement shall be interpreted according to the laws of the State of Minnesota. Litigation related to this Agreement shall be venued in the appropriate state or federal court in Ramsey County.

12. **Force Majeure:** Neither Party shall be held responsible if its performance under this Agreement is prevented by acts or events beyond the Party's reasonable control including, but not limited to, acts of God, severe weather and storms, pandemics, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, civil unrest, or acts of legislative, judicial, executive, or administrative authorities.

13. **Term and Termination:** This Agreement shall be effective from ~~June 1, 2021,~~ January 1, 2022, through January 15, 2022., ~~through December 31, 2021, exclusive of the dates of the 2021 Minnesota State Fair, August 26, 2021, through September 6, 2021 (the "Initial Term"), subject to the Termination provisions of this Agreement. The parties may renew the Agreement for four additional one-year periods.~~

    ~~This Agreement shall terminate upon expiration of the Initial Term on _____ or by either Party giving 30 days' written notice to the other Party. In any event, the Parties may not terminate this Agreement earlier than August 25, 2021.~~

14. **Distribution of Property:** Any equipment or property acquired by either Party to fulfill the purposes of this Agreement shall remain the property of the purchasing party at the conclusion of this Agreement.

15. **Equal Opportunity:** Each Party agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination or denial of programs, services, and activities on account of race, color, creed, religion, sexual orientation, national origin, gender, marital status, status with regard to public assistance, disability, or age.

16. **State Fair:** This agreement shall not be construed as a relinquishment by the Agricultural Society of any of the powers vested in it by Minnesota Statutes Chapter 37.

COUNTY OF RAMSEY

By: _____
Ryan T. O'Connor
Ramsey County Manager
Date: 12-23-2021

By: _____
Bob Fletcher
Sheriff of Ramsey County
Date: 12-21-2021

MINNESOTA STATE AGRICULTURAL SOCIETY

By: _____
Jerry Hammer
General Manager
Date: 12-22-21

By: _____
Brian Hudalla
Deputy General Manager
Date: 12-22-2021

APPROVED AS TO FORM:

By: _____
Kimberly R. Parker
Assistant Ramsey County Attorney

SECOND AMENEDED AND RESTATED JOINT POWERS AGREEMENT BETWEEN RAMSEY COUNTY AND THE MINNESOTA STATE AGRICULTURAL SOCIETY FOR LAW ENFORCEMENT AND SECURITY SERVICES

This Amendment is between Ramsey County ("County") and the Minnesota State Agricultural Society ("Agricultural Society"), collectively (the "Parties").

WHEREAS, the County and Agricultural Society entered into the Joint Powers Agreement ("Agreement") for law enforcement and security services in July 2021, and now desire to amend the Agreement as described herein; and

WHEREAS, the initial term of this Agreement is set to expire on December 31, 2021; and

WHEREAS, the Agricultural Society is reconstituting its police department but will not have sufficient officers to fully staff the general law enforcement and security services required on the Minnesota State Fairgrounds by December 31, 2021; and

WHEREAS, the Agricultural Society requested that Ramsey County assist it with the provision of law enforcement and security services on the Fairgrounds, until it is staffed to do so and beyond the expiration of the initial term on December 31, 2021; and

WHEREAS, Ramsey County, on behalf of the Ramsey County Sheriff's Office, agrees to assist the Agricultural Society with the provision law enforcement and security services beyond the expiration of the initial term set forth in this Amended and Restated Agreement;

WHEREAS, on December 23, 2021, the Parties entered into a First Amended and Restated Joint Powers Agreement, extending the term of the July 2021 Agreement to January 15, 2021;

WHEREAS, the Ramsey County Manager executed the First Amended Agreement on behalf of the County but wished to have any further extension of the Agreement considered by the Ramsey County Board;

NOW, THEREFORE, the Pparties agree to amend and restate the First Amended Joint Powers Agreement as follows:

Added language is indicated via underline and deleted language is indicated via ~~strikethrough~~.

I. Background & Purpose

In May 2021, the Agricultural Society disbanded the State Fair's existing police department, instead wishing to partner with another law enforcement agency to provide law enforcement and security services on the Minnesota State Fairgrounds. The Minnesota Department of Public

Safety recommended that the Ramsey County Sheriff's Office ("RCSO") was the appropriate choice to provide law enforcement services as the lead law enforcement agency.

The County, on behalf of the RCSO, agrees to assist the Agricultural Society with the provision of ~~provide~~ law enforcement and security services on the Fairgrounds through ~~January 15~~ June 30, 2022, provided that the Agricultural Society agrees to defend and indemnify and be responsible for the acts and omissions of the County and its employees, officials, agents, and representatives from any liability arising from the provision of services under this Agreement, as provided by Minnesota Statutes Section 471.59, subdivision 1a(a). The purpose of this Agreement is to set forth the terms under which the County, through the RCSO, will provide law enforcement services to the Agricultural Society ~~during the periods of June 1, 2021, through August 25, 2021, and September 7, 2021, through December 31, 2021,~~ ~~from January 1, 2022, through January 15, 2022,~~ from January 16, 2022, through June 30, 2022, at the State Fairgrounds.

In consideration of the mutual terms and conditions, promises, covenants, and payments of this Agreement, the County and the Agricultural Society agree as follows:

II. County Responsibilities

1. The County, through the RCSO, will ~~provide~~ assist the Agricultural Society with the provision of law enforcement and security services, as it is able. ~~to the Agricultural Society~~ including but not limited to:

   a. General law enforcement and security services ~~for the periods of June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021 January 1, 2022, through January 15, 2022~~ from January 16, 2022, through June 30, 2022;
   b. Event security services ~~for the periods of June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021 January 1, 2022, through January 15, 2022~~ from January 16, 2022, through June 30, 2022;
   ~~c. General law enforcement and security services for the Minnesota State Pre-Fair, which is from August 9, 2021, through August 25, 2021;~~
   c. Patrol services of all areas of the Fairgrounds, as defined in Minnesota Statutes Section 37.01;
   d. Enforcement of state law or any rule, bylaw, or ordinance of the Agricultural Society, consistent with Minnesota Statutes Section 37.20;
   e. Traffic enforcement;
   f. Criminal investigative services and crime-scene-processing services;
   g. Follow up on reported crimes with persons who reported the crime, including notification as to the status of the investigation; and
   h. Responses to reports of criminal activity and medical, fire, and other emergencies.

2. The County, through the RCSO, will work with the chief of the newly reinstated Minnesota State Fair Police Department (MSFPD), to ensure the orderly transition of law enforcement and security operations from the RCSO to the MSFPD.

III. Agricultural Society Responsibilities

1. The Agricultural Society will provide all necessary facilities~~, as identified by RCSO,~~ and other resources necessary to fulfill the purposes of this Agreement.

2. ~~The Agricultural Society agrees that the County shall have full cooperation and assistance from the Agricultural Society and its officers, agents, and employees. The Agricultural Society shall designate a liaison to the RCSO. The liaison shall represent the Agricultural Society at planning meetings related to services provided under this Agreement.~~

2. The Agricultural Society shall appoint a chief of police for it newly reinstated Minnesota State Fair Police Department (MSFPD). The chief will request law enforcement services from Ramsey County, as needed, and with work RCSO to ensure the orderly transition of law enforcement and security operations from the RCSO to the MSFPD.

IV. Billings and Payment

1. Except for Ramsey County-recognized holidays, the Agricultural Society shall pay the County $80 per hour per employee identified below for the services described in Section II of this Agreement. For Ramsey County-recognized holidays, the Agricultural Society shall pay the County $100 per hour per employee. ~~This Agreement contemplates 24-hour coverage, supervision, and management, as listed below:~~

~~General Law Enforcement and Security Services – June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021, as described in Section II.1.a of this Agreement:~~

~~24-hour coverage (one deputy per shift)~~
~~Three Managers/Supervisors (40 hours per week per person/120 total hours per week)~~

~~Security Services at Events – June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021, as described in Section II.1.b of this Agreement:~~

~~Staffing coverage will be agreed upon in advance by RCSO and the Agricultural Society.~~

~~General Law Enforcement and Security Services During the Minnesota State Pre-Fair – August 9, 2021, through August 25, 2021, as described in Section II.1.c of this Agreement:~~

~~24 hour law enforcement and security services (2,656 hours)~~	~~$212,480~~
~~Management and Supervision (8 hours per day)~~	~~$21,760~~
~~Total estimated cost for Pre-Fair (17 days)~~	~~$234,240~~

The Agricultural Society shall additionally reimburse RCSO for mileage at the current General Services Administration (GSA) rate for mileage incurred during the provision of law enforcement or security services with County vehicles.

2. The Agricultural Society shall pay County invoices sent pursuant to this Agreement within 30 days.

3. The Parties agree that the County will, at the very least, recover its costs for providing law enforcement and security services. Following the conclusion of the County's provision of services under this Agreement, the County shall prepare an accounting of all its costs incurred under this Agreement. The Agricultural Society agrees to reimburse all County costs incurred under this Agreement.

V. General Terms

1. **Public Data:** All data collected, created, received, maintained, or disseminated for any purpose in the course of either Party's performance of this Agreement are governed by the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and any other applicable statutes and rules. The County shall be responsible for maintaining such data consistent with the MGDPA following the conclusion of the County's provision of services under this Agreement.

2. **Compliance with Applicable Laws:** The Parties agree to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units insofar as they relate to the Parties' performance under this Agreement.

3. **Conflict of Interest:** The Parties agree that they will not contract nor accept employment for the performance of any work or services with any individual, business, corporation, or governmental unit that would create a conflict of interest in the performance of this Agreement.

4. **Liability:** Pursuant to the provisions of Minnesota Statutes Section 471.59, subdivision 1a(a), the Agricultural Society agrees to be responsible for the acts or omissions of the County and its employees, officials, representatives, and agents in connection with this Agreement. Accordingly, the Agricultural Society agrees to provide for the full coverage, defense, and indemnification of the County and its employees, officials, representatives, and agents from all claims arising from

or in any way related to the provision of services under this Agreement. The Agricultural Society further agrees to defend and indemnify the County for any property damaged or lost in connection with this Agreement. As such, the Parties agree that their liability shall be governed by Minnesota Statutes Section 471.59, subd. 1a, Minnesota Statutes Section, 3.732, and other applicable state and federal law.

The Agricultural Society may procure insurance to cover some or all of its responsibilities of defense, indemnification, and liability under this Agreement. Neither the County nor its employees, officials, representatives, or agents shall be responsible for any costs in connection with the defense and indemnification of any claim or lawsuit related to this Agreement.

The Agricultural Society is responsible for any claims or costs in excess of available insurance coverage. If the Agricultural Society is unable to bear the full costs of defense and indemnification it will seek financial assistance from the Minnesota State Legislature.

Nothing herein shall be construed as a waiver by either Party of any other tort liability protections provided by law.

Notwithstanding the statutory tort liability limits set forth in the Tort Claims Act, the Agricultural Society's obligation to defend and indemnify the County and its employees, officials, representatives, and agents for any claim or lawsuit against the County arising from the County's performance of its duties under this Agreement is unlimited.

In the event that the County or its employees, officials, representatives, or agents are sued for any act or omission in connection with services provided pursuant to this Agreement, the County will tender the defense of such lawsuit and the Agricultural Society will accept the tender of defense. The County reserves the right to defend itself against any lawsuit or claim, and the Agricultural Society agrees to pay all reasonable costs associated with the County's defense of itself.

For purposes of determining total liability for damages, the Parties agree that they are considered a single governmental unit under Minnesota Statutes Section 471.59, subdivision 1a(b).

5. **Workers' Compensation:** Each Party will maintain workers' compensation insurance or a program of self-insurance covering its own personnel.

6. **Other Benefits:** Nothing in this Agreement is intended to prevent or hinder the pursuit of applicable state or federal benefits to personnel who respond in the course of, and arising out of, their employment under this Agreement.

7. **Assignment:** Each Party binds itself and its successors, legal representatives, and assigns with respect to all covenants of this Agreement, and neither the County nor the Agricultural Society will assign or transfer their interest in this Agreement without the written consent of the other.

8. **Amendments:** Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each Party.

9. **Waiver:** Failure of a Party to assert any right under this Agreement shall not constitute a waiver or termination of that right.

10. **Survival of Obligations:** If a court or governmental agency with proper jurisdiction determines that a provision herein is unlawful, that provision shall terminate. If a provision is so terminated but the Parties can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

11. **Interpretation of Agreement, Venue:** This Agreement shall be interpreted according to the laws of the State of Minnesota. Litigation related to this Agreement shall be venued in the appropriate state or federal court in Ramsey County.

12. **Force Majeure:** Neither Party shall be held responsible if its performance under this Agreement is prevented by acts or events beyond the Party's reasonable control including, but not limited to, acts of God, severe weather and storms, pandemics, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, civil unrest, or acts of legislative, judicial, executive, or administrative authorities.

13. **Term and Termination:** This Agreement shall be effective from January 16, 2022, through June 30, 2022.~~June 1, 2021, January 1, 2022, through January 15, 2022, through December 31, 2021, exclusive of the dates of the 2021 Minnesota State Fair, August 26, 2021, through September 6, 2021 (the "Initial Term"), subject to the Termination provisions of this Agreement. The parties may renew the Agreement for four additional one-year periods.~~

~~This Agreement shall terminate upon expiration of the Initial Term on _____ or by either Party giving 30 days' written notice to the other Party. In any event, the Parties may not terminate this Agreement earlier than August 25, 2021.~~

This Agreement shall terminate upon expiration of the term set forth in this second amended and restated agreement or upon either Party giving 30 days' written notice the other Party.

14. **Distribution of Property:** Any equipment or property acquired by either Party to fulfill the purposes of this Agreement shall remain the property of the purchasing party at the conclusion of this Agreement.

15. **Equal Opportunity:** Each Party agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination or denial of programs, services, and activities on account of race, color, creed, religion, sexual orientation, national origin, gender, marital status, status with regard to public assistance, disability, or age.

16. **State Fair:** This Agreement shall not be construed as a relinquishment by the Agricultural Society of any of the powers vested in it by Minnesota Statutes Chapter 37.

COUNTY OF RAMSEY

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

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

By: _____
Bob Fletcher
Sheriff of Ramsey County
Date: 1-3-2022

MINNESOTA STATE AGRICULTURAL SOCIETY

By: _____
Jerry Hammer
General Manager
Date: 1-4-2022

By: _____
Brian Hudalla
Deputy General Manager
Date: 1-4-2022

APPROVED AS TO FORM:

By: _____
Kimberly R. Parker
Assistant Ramsey County Attorney

JOINT POWERS AGREEMENT
BETWEEN RAMSEY COUNTY AND
THE MINNESOTA STATE AGRICULTURAL SOCIETY
FOR LAW ENFORCEMENT AND SECURITY SERVICES

This Joint Powers Agreement ("Agreement") is between Ramsey County ("County") and the Minnesota State Agricultural Society ("Agricultural Society"). The County and the Agricultural Society (collectively, the "Parties") enter into this Agreement pursuant to Minnesota Statutes Sections 37.20 and 471.59.

I. Background & Purpose

In May 2021, the Agricultural Society disbanded the State Fair's existing police department, instead wishing to partner with another law enforcement agency to provide law enforcement and security services on the Minnesota State Fairgrounds. The Minnesota Department of Public Safety recommended that the Ramsey County Sheriff's Office ("RCSO") was the appropriate choice to provide law enforcement services as the lead law enforcement agency.

The County, on behalf of the RCSO, agrees to provide law enforcement and security services on the Fairgrounds provided that the Agricultural Society agrees to defend and indemnify and be responsible for the acts and omissions of the County and its employees, officials, agents, and representatives from any liability arising from the provision of services under this Agreement, as provided by Minnesota Statutes Section 471.59, subdivision 1a(a). The purpose of this Agreement is to set forth the terms under which the County, through the RCSO, will provide law enforcement services to the Agricultural Society during the periods of June 1, 2021, through August 25, 2021, and September 7, 2021, through December 31, 2021, at the State Fairgrounds.

In consideration of the mutual terms and conditions, promises, covenants, and payments of this Agreement, the County and the Agricultural Society agree as follows:

II. County Responsibilities

1. The County, through the RCSO, will provide law enforcement and security services to the Agricultural Society including but not limited to:
    a. General law enforcement and security services for the periods of June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021;
    b. Event security services for the periods of June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021;
    c. General law enforcement and security services for the Minnesota State Pre-Fair, which is from August 9, 2021, through August 25, 2021;
    d. Patrol services of all areas of the Fairgrounds, as defined in Minnesota Statutes Section 37.01;
    e. Enforcement of state law or any rule, bylaw, or ordinance of the Agricultural Society, consistent with Minnesota Statutes Section 37.20;

f. Traffic enforcement;
g. Criminal investigative services and crime-scene-processing services;
h. Follow up on reported crimes with persons who reported the crime, including notification as to the status of the investigation; and
i. Responses to reports of criminal activity and medical, fire, and other emergencies.

2. The manner and standards of performance, the discipline of law enforcement officers, and other matters incident to the provision of services under this Agreement lies solely within the control of the County, through the RCSO. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the County shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section II.3. herein.

3. In the event the Agricultural Society notifies the County, through the RCSO, that the Agricultural Society is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the County, through the RCSO, shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the Ramsey County Sheriff to fulfill his duties under state law.

4. Services shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel listed in Section IV.1 of this Agreement.

5. The County, through the RCSO, shall furnish the labor, supervision, equipment, and supplies necessary to provide services pursuant to this Agreement, including, but not limited to general patrol and security, traffic control, building security, and supervision.

   During the Pre-Fair period, August 9, 2021, through August 25, 2021, the County shall additionally be responsible for gate security and vendor access.

III. Agricultural Society Responsibilities

1. The Agricultural Society will provide all necessary facilities, as identified by RCSO, and other resources necessary to fulfill the purposes of this Agreement.

2. The Agricultural Society agrees that the County shall have full cooperation and assistance from the Agricultural Society and its officers, agents, and employees. The Agricultural Society shall designate a liaison to the RCSO. The liaison shall represent the Agricultural Society at planning meetings related to services provided under this Agreement.

IV. Billings and Payment

1. Except for Ramsey County-recognized holidays, the Agricultural Society shall pay the County $80 per hour per employee identified below for the services described in Section II of this Agreement. For Ramsey County-recognized holidays, the Agricultural Society shall pay the County $100 per hour per employee. This Agreement contemplates 24-hour coverage, supervision, and management, as listed below:

General Law Enforcement and Security Services – June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021, as described in Section II.1.a of this Agreement:

24-hour coverage (one deputy per shift)
Three Managers/Supervisors (40 hours per week per person/120 total hours per week)

Security Services at Events – June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021, as described in Section II.1.b of this Agreement:

Staffing coverage will be agreed upon in advance by RCSO and the Agricultural Society.

General Law Enforcement and Security Services During the Minnesota State Pre-Fair – August 9, 2021, through August 25, 2021, as described in Section II.1.c of this Agreement:

24-hour law enforcement and security services (2,656 hours)	$212,480
Management and Supervision (8 hours per day)	$21,760
Total estimated cost for Pre-Fair (17 days)	$234,240

The Agricultural Society shall additionally reimburse RCSO for mileage at the current General Services Administration (GSA) rate for mileage incurred during the provision of law enforcement or security services with County vehicles.

2. The Agricultural Society shall pay County invoices sent pursuant to this Agreement within 30 days.

3. The Parties agree that the County will, at the very least, recover its costs for providing law enforcement and security services. Following the conclusion of the County's provision of services under this Agreement, the County shall prepare an accounting of all its costs incurred under this Agreement. The Agricultural Society agrees to reimburse all County costs incurred under this Agreement.

V. General Terms

1. **Public Data:** All data collected, created, received, maintained, or disseminated for any purpose in the course of either Party's performance of this Agreement are governed by the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and any other applicable statutes and rules. The County shall be responsible for maintaining such data consistent with the MGDPA following the conclusion of the County's provision of services under this Agreement.

2. **Compliance with Applicable Laws:** The Parties agree to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units insofar as they relate to the Parties' performance under this Agreement.

3. **Conflict of Interest:** The Parties agree that they will not contract nor accept employment for the performance of any work or services with any individual, business, corporation, or governmental unit that would create a conflict of interest in the performance of this Agreement.

4. **Liability:** Pursuant to the provisions of Minnesota Statutes Section 471.59, subdivision 1a(a), the Agricultural Society agrees to be responsible for the acts or omissions of the County and its employees, officials, representatives, and agents in connection with this Agreement. Accordingly, the Agricultural Society agrees to provide for the full coverage, defense, and indemnification of the County and its employees, officials, representatives, and agents from all claims arising from or in any way related to the provision of services under this Agreement. The Agricultural Society further agrees to defend and indemnify the County for any property damaged or lost in connection with this Agreement. As such, the Parties agree that their liability shall be governed by Minnesota Statutes Section 471.59, subd. 1a, Minnesota Statutes Section, 3.732, and other applicable state and federal law.

   The Agricultural Society may procure insurance to cover some or all of its responsibilities of defense, indemnification, and liability under this Agreement.

Neither the County nor its employees, officials, representatives, or agents shall be responsible for any costs in connection with the defense and indemnification of any claim or lawsuit related to this Agreement.

The Agricultural Society is responsible for any claims or costs in excess of available insurance coverage. If the Agricultural Society is unable to bear the full costs of defense and indemnification it will seek financial assistance from the Minnesota State Legislature.

Nothing herein shall be construed as a waiver by either Party of any other tort liability protections provided by law.

Notwithstanding the statutory tort liability limits set forth in the Tort Claims Act, the Agricultural Society's obligation to defend and indemnify the County and its employees, officials, representatives, and agents for any claim or lawsuit against the County arising from the County's performance of its duties under this Agreement is unlimited.

In the event that the County or its employees, officials, representatives, or agents are sued for any act or omission in connection with services provided pursuant to this Agreement, the County will tender the defense of such lawsuit and the Agricultural Society will accept the tender of defense. The County reserves the right to defend itself against any lawsuit or claim, and the Agricultural Society agrees to pay all reasonable costs associated with the County's defense of itself.

For purposes of determining total liability for damages, the Parties agree that they are considered a single governmental unit under Minnesota Statutes Section 471.59, subdivision 1a(b).

5. **Workers' Compensation:** Each Party will maintain workers' compensation insurance or a program of self-insurance covering its own personnel.

6. **Other Benefits:** Nothing in this Agreement is intended to prevent or hinder the pursuit of applicable state or federal benefits to personnel who respond in the course of, and arising out of, their employment under this Agreement.

7. **Assignment:** Each Party binds itself and its successors, legal representatives, and assigns with respect to all covenants of this Agreement, and neither the County nor the Agricultural Society will assign or transfer their interest in this Agreement without the written consent of the other.

8. **Amendments:** Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each Party.

9. **Waiver:** Failure of a Party to assert any right under this Agreement shall not constitute a waiver or termination of that right.

10. **Survival of Obligations:** If a court or governmental agency with proper jurisdiction determines that a provision herein is unlawful, that provision shall terminate. If a provision is so terminated but the Parties can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

11. **Interpretation of Agreement, Venue:** This Agreement shall be interpreted according to the laws of the State of Minnesota. Litigation related to this Agreement shall be venued in the appropriate state or federal court in Ramsey County.

12. **Force Majeure:** Neither Party shall be held responsible if its performance under this Agreement is prevented by acts or events beyond the Party's reasonable control including, but not limited to, acts of God, severe weather and storms, pandemics, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, civil unrest, or acts of legislative, judicial, executive, or administrative authorities.

13. **Term and Termination:** This Agreement shall be effective from June 1, 2021, through December 31, 2021, exclusive of the dates of the 2021 Minnesota State Fair, August 26, 2021, through September 6, 2021 (the "Initial Term"), subject to the Termination provisions of this Agreement. The parties may renew the Agreement for four additional one-year periods.

    This Agreement shall terminate upon expiration of the Initial Term or by either Party giving 30 days' written notice to the other Party. In any event, the Parties may not terminate this Agreement earlier than August 25, 2021.

14. **Distribution of Property:** Any equipment or property acquired by either Party to fulfill the purposes of this Agreement shall remain the property of the purchasing party at the conclusion of this Agreement.

15. **Equal Opportunity:** Each Party agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination or denial of programs, services, and activities on account of race, color, creed, religion, sexual orientation, national origin, gender, marital status, status with regard to public assistance, disability, or age.

16. **State Fair:** This agreement shall not be construed as a relinquishment by the Agricultural Society of any of the powers vested in it by Minnesota Statutes Chapter 37.

17. **Notice:** All notices under this Agreement will be deemed to have been fully given when made in writing and sent to the Ramsey County Sheriff (on behalf of the County) or the General Manager of the Agricultural Society (on behalf of the Agricultural Society)

18. **Entire Agreement:** This Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matters herein.

COUNTY OF RAMSEY

By: Toni Carter
Toni Carter, Chair
Board of Ramsey County Commissioners
Date: 7/28/2021

By: MCheng
Mee Cheng, Chief Clerk
Board of Ramsey County Commissioners
Date: 7/28/2021

By: Bob Fletcher
Bob Fletcher
Sheriff of Ramsey County
Date: 7/27/2021

APPROVED AS TO FORM:

By:
John A. Ristad
Assistant Ramsey County Attorney

MINNESOTA STATE AGRICULTURAL SOCIETY

By: Jerry Hammer
Jerry Hammer
General Manager
Date: 7-27-21

By:
Brian Hudalla
Deputy General Manager
Date: 7-27-2021

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

Board of Commissioners

Request for Board Action

Item Number: 2021-763 **Meeting Date:** 1/11/2022

Sponsor: Parks & Recreation

Title
Grant Agreement from the Minnesota Board of Water and Soil Resources for State Fiscal Year 2022

Recommendation
1. Ratify the submittal of a grant work plan to the Minnesota Board of Water and Soil Resources for Local Capacity Services and Buffer Law Program Implementation Grants.
2. Accept and approve a grant award from the Minnesota Board of Water and Soil Resources for Local Capacity Services and Buffer Law Program Implementation Grants for the period of grant execution through December 31, 2024 in the amount of $113,434.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale
The Minnesota Board of Water and Soil Resources (BWSR) provides grant funding to local units of government to deliver soil and water conservation services to their communities. The Local Capacity Services grant is a non-competitive Clean Water Fund grant for MN Soil & Water Conservation Districts (SWCD) and can used for the following categories: staffing, cost share, technology, and operations. The Buffer Law Program Implementation grant is for local administration of buffer law activities, such as providing technical assistance to landowners.

The Ramsey County Soil & Water Conservation division has received this grant for six consecutive years and has used the funding to support staff complement and the programs and services of the division. Also, the grant was used to support seasonal staffing needs.

For State Fiscal Year 2022, the Ramsey County Soil & Water Conservation division was granted a total of $113,434 for Local Capacity Services and Buffer Law Program Implementation. All Minnesota SWCDs were awarded $107,500 for local capacity services and an additional allocation was made based on a calculation of the amount of private land and public waters, which is $3,434 for Ramsey County. Minnesota SWCDs were awarded funding for buffer law program implementation, based on a formula. Ramsey County was awarded $2,500 for buffer law program implementation.

More information on the buffer law is available here:
<https://www.ramseycounty.us/residents/environment/soil-water-conservation>

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

Racial Equity Impact
The Local Capacity grant will fund seasonal staff. These positions will be promoted for diversity and inclusion.

Community Participation Level and Impact
Work plan will be reviewed by the Ramsey County Parks & Recreation Commission, which is a community-based organization.
☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact
The awarded grant will cover all associated costs, including administrative costs. No county match is required. Funds are included in the 2022-23 budget.

County Manager Comments
No additional comments.

Last Previous Action
On March 2, 2021, the Ramsey County Board approved a State Fiscal Year 2021 grant award of $108,931 from the Minnesota Board of Water and Soil Resources for Local Capacity Services and Buffer Law Implementation Program (Resolution B2021-100).

Attachments
1. 2022 Local Capacity and Buffer Law Program Implementation Grants

FY 2022 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
CLEAN WATER FUND SWCD CAPACITY PROGRAM &
BUFFER LAW IMPLEMENTATION PROGRAM
GRANT AGREEMENT

Vendor:	0000196508
PO#:	3000013914

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Ramsey County, 2015 Van Dyke Street Maplewood Minnesota 55109** (Grantee).

This grant is for the following Grant Programs:		
P22-6142	2022 - SWCD Local Capacity Services (Ramsey County)	$110,934
P22-6232	2022 - Buffer Law (Ramsey County)	$2,500

Total Grant Awarded: **$113,434**

Recitals

1. The Laws of Minnesota 2021, 1st Special Session, Chapter 1, Article 2, Section 6(q), appropriated Clean Water Funds (CWF) to the Board for the FY 2022 SWCD Capacity Program.
2. The Laws of Minnesota 2021, 1st Special Session, Chapter 1, Article 2, Section 6(e), appropriated Clean Water Funds (CWF) to the Board for the FY 2022 Buffer Program Implementation.
3. The Board adopted Board Order #21-37 to authorize and allocate funds for the FY 2022 SWCD Capacity Program and Board Order #21-26 to authorize and allocate funds for the FY 2022 Buffer Program Implementation.
4. The Grantee has submitted a Board approved work plan for this program which is incorporated into this Grant Agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is: **Ramsey County Soil & Water Conservation Division Director**
2015 Van Dyke Street
Maplewood, MN 55109
651-266-7271

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. **Terms of the Grant Agreement.**
   1.1. ***Effective date:*** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
   1.2. ***Expiration date:*** **December 31, 2024**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

1.3. ***Survival of Terms:*** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**
The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the program as follows:
2.1. ***Implementation:*** The Grantee will implement their work plans, which are incorporated into this Grant Agreement; andabide by the *SWCD Conservation Delivery and Capacity Grants Policy* for the SWCD Capacity Program Grants and *FY 2022 Clean Water Fund Competitive Grants* Policy for the Buffer Program Implementation Grants.
2.2. ***Reporting:*** All data and information provided in a Grantee's report shall be considered public.
2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2024, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

3. **Time.**
The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**
4.1. All grant funds will be distributed in one installment promptly after the execution of the Grant Agreement.
4.2. All costs must be incurred within the grant period and all incurred costs must be paid before the amount of unspent grant funds is determined.
4.3. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
4.4. This grant is an advance payment. Advance payment allows the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**
5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board approved work plan for this program. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.
5.2. Minn. Stat. § 103C.401 (2018) establishes Board's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, Waiver, and Grant Contract Agreement Complete.**
6.1. ***Assignment.*** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
6.2. ***Amendments.*** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
6.3. ***Waiver.*** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.
6.4. ***Grant Contract Agreement Complete***. This Grant Agreement contains all negotiations and agreements between the Board and the Grantee. No other understanding regarding this Grant Contract, whether written or oral, may be used to bind either party.

7. **Liability.**
The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**
Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
   8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to reconciliation. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**
The Grantee and Board must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the Board under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

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

11. **Publicity and Endorsement.**
   11.1. ***Publicity.*** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.
   11.2. ***Endorsement.*** The Grantee must not claim that the State endorses its products or services.

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

13. **Termination.**
   13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
   13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
   13.3. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. **Data Disclosure.**
Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers

may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. **Prevailing Wage.**
It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. **Municipal Contracting Law.**
Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. **Constitutional Compliance.**
It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. **Signage.**
It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. **Intellectual Property Rights.**
The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant.* Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the Board by the Grantee upon completion or cancellation of this grant at the Board's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

***IN WITNESS WHEREOF**, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.*

Approved:

Ramsey County	**Board of Water and Soil Resources**
By: _____ ***(print)***	**By:** _____
_____ ***(signature)***	
Title: _____	**Title:** _____
Date: _____	**Date:** _____
By: _____	**By:** _____

(print)

_____
(signature)

Title: _____

Date: _____

By: _____
(print)

_____
(signature)

Title: _____

Date: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

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

Board of Commissioners

Request for Board Action

Item Number: 2021-771 **Meeting Date:** 1/11/2022

Sponsor: Parks & Recreation

Title
Grant Awards from Minnesota Department of Natural Resources for State Fiscal Year 2022 Conservation Partners Legacy Program

Recommendation
1. Ratify the submittal of grant applications to the Minnesota Department of Natural Resources for State Fiscal Year 2022 Conservation Partners Legacy program grant.
2. Accept and approve a grant award with the Minnesota Department of Natural Resources for State Fiscal Year 2022 Conservation Partners Legacy program grant for the Pigs Eye Island Habitat grant for the period of grant execution through June 30, 2025 in the amount of $314,460.
3. Accept and approve the grant agreement with the Minnesota Department of Natural Resources for State Fiscal Year 2022 Conservation Partners Legacy program grant for the West Battle Creek Prairie Expansion Project for the period of grant execution through June 30, 2025 in the amount of $132,750.
4. Authorize the Chair and Chief Clerk to execute the grant agreements.
5. 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 grant funding.

Background and Rationale
The Minnesota Department of Natural Resources (DNR) administers the Conservation Partners Legacy Grants program, funded by the Outdoor Heritage Fund, created by the Minnesota Legislature through the Clean Water Land and Legacy Amendment. For State Fiscal Year 2022, $9,975,000 was made available for metro grants, for projects located within the seven-county metro area or within city limits of cities with a population greater than 50,000.

The DNR manages the Conservation Partners Legacy Grants program to provide competitive matching grants from $5,000 up to $400,000 to local, regional, state, and national non-profit organizations and government entities. Grants must restore, protect or enhance prairies, wetlands, forests, or habitat for fish, game, or wildlife in Minnesota. A minimum of 10% match is required for all grants, which may be cash or in-kind resources and must be identified at the time of application.

Grant applications are scored based on six criteria:
1) Overall project value
2) Applicant performance
3) Project benefits
4) Public benefits
5) Financial assessment
6) Urgency

Ramsey County Parks and Recreation submitted two grant applications: The Pigs Eye Island Habitat Project and the West Battle Creek Prairie Expansion Project. The Pigs Eye Island Habitat project was awarded

$314,460 to establish wildlife habitat on islands constructed as part of the Pigs Eye Lake island building project with the Army Corps of Engineers (Corps). The objective of this project is to establish quality vegetation on these islands, which will create enhanced habitat for waterfowl, fish, reptiles, amphibians and provide much needed sanctuary for wildlife moving through this corridor within the heart of the Mississippi Flyway. Establishing habitat on these islands is critical for long-term island sustainability and habitat diversity in Pigs Eye Lake and surround upland areas.

The West Battle Creek Prairie Expansion Project was awarded $132,750 to convert 22.9 acres of land to native prairie and to enhance 23.1 acres of abutting established prairie to establish wildlife habitat for birds and pollinator insects in Battle Creek Regional Park. This project will enhance these areas by eradicating invasive vegetation and incorporating forb seed to promote diversity and provide additional pollinator habitat. The work required to convert these areas to useful wildlife habitat will include removing invasive trees, prepping the sites, planting native seed and establishing native prairie over the grant term. This project site is surrounded by over 100 acres of oak woodlands that was recently restored through funding provided by Conservation Partners Legacy funding; this project would further complete the restoration for this area.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

Pigs Eye Lake is a 640-acre shallow backwater of the Mississippi River located within Battle Creek Regional Park. Battle Creek Regional Park is located in a highly underserved community of approximately 36.94% people of color and concentrated poverty of approximately 20% in the city of Saint Paul. This project will focus on establishing critical natural resource habitat in a degraded natural area that has significant racial equity disparities to high quality natural environments. Degraded natural resource environments cause a lack of balance that effects the ecosystem services such as flood mitigation, carbon sequestration, and diversity in the living environment.

Community Participation Level and Impact

This action is the result of a competitive grant process through the DNR found at: <https://www.dnr.state.mn.us/grants/habitat/cpl/index.html>. Information about the completed project will be posted on the Ramsey County website: <https://www.ramseycounty.us/restorationprojects>.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The Pigs Eye Island Habitat grant award of $314,460 will require at match in the amount of $34,940 for a total project cost of $349,400. The Corps has committed to provide the required match through federal funds. The funds associated with this grant will expire on June 30, 2025.

The West Battle Creek Prairie Expansion Project grant award of $132,750 will require a match in the amount of $13,275 for a total project cost of $146,025. The state of Minnesota for Regional Parks Operations & Maintenance and Lottery In-Lieu-Of-Sales Tax funding will be used for the required grant match. The funds associated with this grant will expire on June 30, 2025.

County Manager Comments

No additional comments.

Last Previous Action

On March 2, 2021, the Ramsey County Board approved the State Fiscal Year 2021 Conservation Partners Legacy program grant award for Tamarack West in the amount of $134,164 and amended the Island Lake Prairie Conversion and Woodland Project totaling $85,378 by adding an additional amount of $64,721 for a

total amount of $150,099 (Resolution B2021-043).

Attachments
1. Conservation Partners Legacy Grant - Pigs Eye Island Habitat
2. Conservation Partners Legacy Grant - West Battle Creek

State Accounting Information PO Number: _____

CONSERVATION PARTNERS LEGACY GRANT PROGRAM
ENCUMBRANCE WORKSHEET
Ramsey County Parks & Recreation department/ Creating Pig's Eye Island Habitat

State Accounting information:

SWIFT Contract Doc. Type: _____ **SWIFT Contract #:** _____

SWIFT Contract Line # (Annual Plans): _____ **SWIFT Purchase Order #:** _____

Agency:	Submitted By:	Origin:	Vendor #:	Category Code:
R2901	**Kathy Varble**	**A24**	**0000196508**	**84101501**

Total Amount of Contract for ALL years:	**$314,460**	Total Amount of Contract: $ **314,460**	For FY: **22**
Total Amount of Contract:	For FY:	Total Amount of Contract: $	For FY:

Contract Start Date: **Upon Execution** Speedchart Name: _____

Contract Expiration Date: **June 30, 2025** Speedchart Number: _____

Grantee Name and Address: Ramsey County Parks & Recreation department
2015 Van Dyke St

Maplewood, MN 55109

Did you remember to:

Check for debarred vendor? ☒ Yes ☐ No

Check for annual plan limit? ☒ Yes ☐ No

Work on state lands? ☐ Yes ☐ No

PO Reference: **KV-FY22 CPL Creating Pig's Eye Island Habitat**

Description: **FY2022 CPL 1; Ramsey County Parks & Recreation department, Creating Pig's Eye Island Habitat. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.**

Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	**22**	**$314,460**	**2300**	**R2936725**	**R296K20**	**441302**		**2W205**	

Project/ Grant Reporting Funding String

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category

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STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT
Ramsey County Parks & Recreation department/ Creating Pig's Eye Island Habitat

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and Ramsey County Parks & Recreation department, 2015 Van Dyke St, Maplewood, MN 55109 ("Grantee").

Recitals

1. Under Minnesota Laws 2021, First Special Session, Chapter 1, Article 1, Section 2, Subd. 5(q), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 ***Effective date*:** The date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5. Per, Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

1.2 ***Expiration date*: June 30, 2025,** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of Terms*.** The following clauses survive the expiration or cancellation of this grant contract: 2.4. Signage; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee's Duties

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

2.1 Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1).

2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.

2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2021, First Special Session, Chapter 1, Article 1, Section 2, Subd. 5(q), and MN Statute 97A.056.

2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2021 Request for Proposal,* which is incorporated into this grant contract by reference. The *Request for* Proposal (RFP) may be located at https://files.dnr.state.mn.us/fish_wildlife/cpl/fy22-rfp.pdf.

2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.

2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must

be submitted prior to or with the request for final payment.

2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.

2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

State's Duties

2.9 To provide Grantee up to $**314,460** for the costs incurred for the completion of the Project.

2.10 For grants over $50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over $250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Project Requirements

4.1 ***Vegetation Requirements.*** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.

4.2 ***Invasive Species Prevention***. The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

4.3 ***Project Sites.*** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.

4.4. ***Restoration and Management Plan.*** *Hereinafter known as R&M Plan.*

(a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.

(b) The R&M plan shall be prepared on a form provided by the State's Authorized Representative.

4.5 ***Timely written contact of Conservation Corps Minnesota.*** All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.

4.6 ***Pollinator Best Management Practices.*** Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.

4.7 ***Prescribed Burning on State Lands***. For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribed-burn-handbook.pdf.

4.8 ***Revenues.*** Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

6 Consideration and Payment

6.1 ***Consideration***. The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) ***Compensation.*** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

(b) ***Travel Expenses.*** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed $; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed $**314,460**.

6.2 ***Payment***

(a) ***Invoices.*** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 25, 2025**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:
http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf

(b) ***Hold Back.*** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.

(c) ***Direct Expenditures.*** Grant and match funds may only be used for the eligible direct expenditures as

described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

(d) ***Match Requirements Met***. All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

(e) ***Federal Funds*.** No Federal funds will be used.

6.3 ***Work assigned to the State.*** The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

6.4 Contracting and Bidding Requirements.

(a) **Municipalities.** Per Minn. Stat.§471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed $175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2).

ii. If the amount of the contract is estimated to cost between $25,000 and $174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

iii. If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2).

(b) **Nonprofit Organizations**.

i. Any services and/or materials that are expected to cost $100,000 or more must undergo a formal notice and bidding process.

ii. Services and/or materials that are expected to cost between $25,000 and $99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

iii. Services and/or materials that are expected to cost between $10,000 and $24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
- Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program

v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(c) **Support documentation.** Documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage**. For any project that includes construction work of $25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at https://www.dli.mn.gov/business/employment-practices/prevailing-wage-information. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

(e) The grantee must not contract with vendors who are suspended or debarred in MN: http://www.mmd.admin.state.mn.us/debarredreport.asp.

7 Conditions of Payment

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

8 Payment Procedures

8.1 ***Documentation Requirements***. To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

9 Authorized Representative

The State's Authorized Representatives:

Kathy Varble
CPL Program Coordinator
500 Lafayette Road Box #20
St. Paul, MN 55155
651-259-5216
kathy.varble@state.mn.us

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative(s) are:

Project Manager	**Fiscal Contact**
Michael Goodnature	Joua Yang

Natural Resources Manager	Accountant
2015 Van Dyke St	2015 Van Dyke St
Maplewood, MN 55109	Maplewood, MN 55109
mike.goodnature@co.ramsey.mn.us	Nkaujntsuab.Yang@co.ramsey.mn.us
651-266-0373	651-266-0320

If the Grantee's Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

10 Assignment, Amendments, Waiver, and Grant Contract Complete

10.1 ***Assignment.*** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

10.2 ***Amendments.*** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

10.3 ***Waiver.*** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

10.4 ***Grant Contract Complete.*** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

11 Liability and Insurance

11.1 ***Liability.*** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

11.2 ***General Insurance Requirements.*** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee's project, as described in the FY2021 *Conservation Partners Legacy Grant Program Request for Proposal,* which is incorporated into this grant contract by reference.

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

12 In the Event of a Lawsuit

12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

12.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

13 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all

state and program retention requirements, whichever is later.

14 Government Data Practices and Intellectual Property Rights

14.1 ***Government Data Practices***. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

14.2 ***Intellectual Property Rights.***

(a) ***Intellectual Property Rights.*** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

(b) ***Obligations***

1. ***Notification***: Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. ***Representation*:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to,

attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) ***Uses of the Works and Documents***.

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

(d) ***Possession of Documents***.

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Data Compatibility and Availability Requirements

15.1 ***Data Compatibility.*** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.

15.2 ***Data Availability.*** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 Publicity, Advertising and Endorsement

16.1 ***Publicity***. Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

16.2 ***Endorsement***. The Grantee must not claim that the State endorses its products or services.

17 Governing Law, Jurisdiction, and Venue

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

18 Accessibility and Safety

18.1 *Accessibility.* Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at http://www.access-board.gov.

18.2 *Safety*. All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another

entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal,* located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf as applicable.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16C.073.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

22 Termination

22.1 ***Termination by the State.*** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

22.2 ***Termination for Cause****.* The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

23 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities.

24 Use of Funds for Match or Reimbursement

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

(a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

(b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

25 Conflict of Interest

Under the Minnesota Department of Administration's Office of Grants Management Conflict of Interest Policy for State Grant Making (available at http://mn.gov/admin/images/grants_policy_08-01.pdf) and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

State Accounting Information PO Number: _____

1. STATE ENCUMBRANCE VERIFICATION **3. STATE AGENCY**

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

By: _____

Date: _____

Purchase Order Number:

_____

Contract #:_____

3. DEPARTMENT OF NATURAL RESOURCES

By: _____

with delegated authority

Name: Dave Olfelt

Title: Director, Division of Fish and Wildlife

Date: _____

2. GRANTEE

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

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF FISH AND WILDLIFE
CONSERVATION PARTNERS LEGACY GRANT

Revision: 20191104

Data Date: December 6, 2021

PROJECT CONTACT

Project Name: Creating Pig's Eye Island Habitat
Organization Name: Ramsey County Parks & Recreation department
Organization Type: Government
Mailing Address 1: 2015 Van Dyke St
City, State ZIP Code: Maplewood, MN 55109

Project Manager: Michael Goodnature
Title: Natural Resources Manager

Phone: 651-266-0373
Email: mike.goodnature@co.ramsey.mn.us

PROJECT OVERVIEW

Sites / Location

County Name: Ramsey
Project Site Name: Pig's Eye Lake Park
Total Project Sites: 1
Total Project Acres: 26

Land Ownership

Primary Land Ownership: County
Additional Land Ownerships: (N/A)

Habitat

Primary Type: Wetland
Additional Types: (N/A)

Activities

Primary Activity: Enhancement
Additional Activities: (N/A)

PROJECT FUNDING SUMMARY

Grant Type: Metro
Grant Request Level: Over $25,000

Total Grant Amount Requested:	$314,460
Total Match Amount Pledged:	$34,940
Additional Funding Amount:	$0
Total Project Cost:	**$349,400**

PROJECT SUMMARY

Prior to the lock and dam system along the Mississippi River, Pigs Eye lake, located south of St. Paul, MN, was a flourishing backwaters wetland complex of emerging aquatic vegetation. The lock and dam system rose the river water creating deeper water in Pigs Eye lake that overtime altered the ecosystem, collecting sediment and reducing the amount of water quality and vegetation available for wildlife habitat. The Ramsey County Parks & Recreation department, US Army Corp of Engineers and the Outdoor Heritage Fund have partnered to provide funding for the construction of 6 islands, totaling 25.6 acres, which will be strategically constructed in Pigs Eye lake to reestablish some of the habitat that was lost and protect adjacent shoreline. Three of the islands will also be constructed in a horseshoe shape, to better control wind fetch and to create approximately 17.6 acres of shallow water wetland complexes with emerging vegetation along the islands. See attached map for island positions and land cover description. Funding has been secured for the building of the islands, which will take place between June 2022 and June 2024, however, funding to establish quality vegetation on these islands is lacking. The purpose of this project is to enhance these islands by establishing native vegetative cover for stabilization and to improve terrestrial and aquatic habitat throughout Pigs Eye Lake while improving water quality. It is not often that parkland is created, and this is a rare opportunity to help fund the establishment of native vegetation on land that does not need to be first cleared of invasive species. If funding is awarded, the majority of the project will be overseen by the US Army Corp of Engineers, who has over 30 years of island construction and habitat establishing experience along the Mississippi River, in coordination with the Ramsey County Parks & Recreation department.

PROBLEM STATEMENT

Pigs Eye Lake is a 640-acre, shallow backwater of the Mississippi River with a maximum depth of 4 feet. Pigs Eye Lake is one of the few large backwaters in the twin cities metro, and currently provides low quality habitat for wildlife, including fish, as the

CONSERVATION PARTNERS LEGACY GRANT

PROBLEM STATEMENT (*Continued*)

lake is currently degraded and windswept and the absence of any emerging vegetated land. The shallow depth and mucky lake bottom leads to wind-generated waves that cause a significant adverse effect on water quality and substrate stability. The waves continuously erode the valuable vegetation on the edges of the lake, which is owned and operated by the Ramsey County Parks and Recreation department as natural park land. This erosion has led to an estimated loss of 111 acres of wetland shoreline habitat since 1951. These conditions have created a negative feedback loop with no foreseeable improvements without intervention. Another 37.5 acres of biologically significant marsh and bottomland forest is at risk over the next 50 years, and new vegetation is unable to establish under the current conditions. The floodplain park land in this river reach is narrow and highly urbanized and warrants protection as a refuge for many animals and birds in the area. The objective of this project is to establish quality vegetation on these islands, which will create enhanced habitat for waterfowl, fish, reptiles, amphibians and provide much needed sanctuary for wildlife moving through this corridor within the heart of the Mississippi Flyway. Establishing these islands will also prevent further erosion to the natural shoreline surrounding the lake. This project will also result in improved substrate for spawning, shelter, and food resources for fish and other aquatic animals.

PROJECT OBJECTIVES

This project is in the 1130-acre Pig's Eye lake park owned and operated by the Ramsey County Parks & Recreation department. This park consists of the entire 640-acre pig's eye lake and surrounding 490 acres of floodplain forest wetland mix, mostly on the west side of the lake. Within the protected park and just south of the island project, is the Pigs Eye Island Heron Rookery Scientific and Natural Area, and the shoreline areas the project would protect have been identified by the Minnesota Biological Survey as areas with biodiversity significance and include 'Silver Maple Floodplain', 'Northern Bulrush-Spikerush Marsh' and 'Black Ash - Yellow Birch - Red Maple - Basswood Swamp (East central)'. The expected results of this project include establishment of native grasses, such as switch grass, Virginia wild rye, prairie cord grass, willow plantings and cover crop on 25.6 acres of newly constructed islands. The benefits include habitat creation and protection of existing habitat. The willow plantings will provide natural erosion protection to over 19,000 feet of new shoreline, while the upland grasses will provide refuge to birds and animals. Instead of armoring the islands with materials that provide little habitat benefit, such as rip rap, these nature-based features will reduce erosion, water turbidity and improve aquatic vegetation habitat. These plantings will also ensure the longevity of the artificial islands and maximize the long-term benefits they provide to the Pig's Eye Lake ecosystem, particularly migratory waterfowl. Constructing islands in the middle of a waterway is expensive, therefore, a bidding process was completed to find the most cost-effective contract to install the native vegetation on the constructed islands. It was determined that using vegetation plantings as stabilization features is a cost-effective and nature-based way to control erosion and reduce the need for rock and hardened structures. Once this project is completed and native grasses are established, further analysis of the islands will be completed by local biologists and park staff to determine incorporating more native forbs and grasses to further enhance the islands. This further enhancement may be a phase 2 CPL request.

METHODS

The designated islands will be planted with a native and stabilizing seed mix and willows. Seeding and planting will be installed by a contractor with a minimum of 5 years of experience with the establishment of vegetative plant communities. Seed mix varies depending on time of year, Apr 1 Aug 1: 100-pounds PLS per acre of oats, 10-pounds PLS per acre of Virginia wild rye, 2-pounds PLS per acre of Prairie Cord Grass, and 1-pound PLS per acre of Switchgrass; after Aug 15: 90-pounds PLC per acre of winter wheat, 10-pounds PLS per acre of Virginia wild rye, 2-pounds PLS per acre of Prairie Cord Grass, and 1-pound PLS per acre of Switchgrass. Seed will be inspected upon arrival at the job site for conformity to species and quality and will then be installed by the drill seeding method. Willow plant cuttings will come from within 10 miles of the project area. Plant cuttings will be prepared from live willow saplings obtained from approved sources as close to the site as possible. Plant cuttings will be planted with dibbles, star drills, steel bars, or other devices to create a starter hole and to avoid damaging the bark or buds of the cuttings. Each plant cutting will be installed with 2/3 of the willow plant cutting in the ground and at least two buds above the soil surface. The minimum willow survival rate required at the end of the project is 60%, if not met, the contractor will be required to re-establish the willow cuttings. Construction methods have been developed based on adaptive management and incorporating lessons learned from over 30 years of experience constructing habitat restoration projects on the Mississippi River overseen by the US Army Corp of Engineers.

EXPERIENCE / ABILITIES

The Corps of Engineers has completed more than 50 habitat restoration projects on the Upper Mississippi River, enhancing over 100,000 acres of fish and wildlife habitat. Many of these projects include similar island construction and native plantings which have successfully reduced wind-generated waves and provide long-lasting habitat. Long-term research and monitoring programs have documented that these projects created the conditions necessary for the reestablishment of aquatic plant beds which in turn have benefited a wide spectrum of fish and wildlife, including migratory waterfowl. For reference, the following webpage

CONSERVATION PARTNERS LEGACY GRANT

EXPERIENCE / ABILITIES (*Continued*)

documents many successful similar projects constructed by the Corps: (https://www.mvr.usace.army.mil/Missions/Environmental-Stewardship/Upper-Mississippi-River-Restoration/Habitat-Restoration/Find-an-HREP-Project/). Ramsey County Parks & Recreation department owns and manages over 7000 acres of parks and open space and is a natural resource-based park system, with a goal to connect people to nature while persevering and enhancing the resources. The Ramsey County Parks & Recreation department has a long-standing history of successfully completing numerous State, local and Federal grant funded projects that have enhanced and restored sites like the proposed project. One example of this is the CPL Battle Creek Corridor project. This project started in 2018 and was completed in June 2021. This project included 100 acres of woodlands restored back to oak fores

PROJECT TIMELINE

Time Frame	Goal
spring 2023	drill seed native grasses for islands 1 - 3
summer/fall 2023	cut and place willows for islands 1 -3
spring 2024	drill seed native grasses for islands 4 - 6
summer/fall 2024	cut and place willows for islands 4 - 6
2024	ensure establishment, maintain weeds
2025	ensure establishment, maintain weeds
2022-2023	island building 1-3
2023- 2024	island building 4-6

Estimated Project Completion Date: 2025-06-30

PROJECT INFORMATION

1. Describe the degree of collaboration and local support for this project.

Collaboration for the project included public review of project report, public meetings, and multi-year collaboration with local, state, and federal agencies. The project leverages funding and support from Corps restoration and navigation programs, Ramsey County and the Lessard Sams Outdoor Heritage Council. The Friends of the Mississippi River and University of Minnesota have expressed interest in collaboration and study of native vegetation plantings following this initial project. Project planning included press releases; direct notification to all Tribal communities with known interests in the Pigs Eye Lake area; direct notification to local citizen groups; publication of the report in the Minnesota EQB Monitor; postings to the Corps and Ramsey County websites and social media accounts; direct notification, meetings, and working groups with local agencies; virtual community meetings for the Pigs Eye Lake Master Plan Amendment; and presentations to local interest groups.

2. Describe any urgency associated with this project.

Island construction will begin in 2022. The funds for vegetation establishment and willow plantings are critical to ensuring the constructed project has adequate erosion protection and provides the expected habitat benefits. If the project is left without this essential piece, the islands will be subject to runoff and wave forces and sediment is likely to be mobilized, reducing the quality of the habitat.

3. Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.

The Corps of Engineers has already secured internal funding for the project to the amount that is sufficient for the 10% match. CPL Grant funds will supplement the existing funds that are already secured.

4. Describe public access at project site for hunting and fishing, identifying all open seasons.

There is no hunting allowed on this site as it is located with the municipal boundaries of the City of St. Paul, MN. Fishing is allowed within the park.

5. Discuss use of native vegetation (*if applicable*).

Native vegetation will be used for all permanent project plantings, including the willows as part of this proposal (Salix interior). Temporary cover crop seeding of annual plants and perennial native plants will be used on the islands to prevent erosion and condition soils prior to additional plantings that will be determined after this initial native planting phase is established. These plants will include oats (Avena sativa) or winter wheat (Triticum aestivum), and the native annual grasses Virginia wild rye

CONSERVATION PARTNERS LEGACY GRANT

PROJECT INFORMATION (*Continued*)

(Elymus virginicus), prairie cord grass (Spartina pectinata), and switchgrass (Panicum virgatum).

6. Discuss your budget and why it is cost effective.

The total budget for this project is $349,400. Use and incorporation of vegetation plantings as stabilization features are a cost-effective and nature-based way to control erosion and reduce the need for rock and hardened structures.

7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

It is the policy of the St. Paul District of the Corps of Engineers to apply principles of environmental stewardship to the natural and cultural resources located on more than 77,000 acres of Corps-administered Federal lands. The Corps uses multiple Congressionally-authorized programs to manage, enhance, and restore habitat. The Corps employs park ranger staff and develops educational displays and materials to educate visitors about these resources at recreation and project sites. The Ramsey County Parks & Recreation department provides formal education at Tamarack Nature Center, an environmental learning facility, and formal educational programs to civic, conservation, and scout groups. Parks provides extensive information on conservation and habitat restoration on our website and handout materials. Parks staff works with multiple agencies and nongovernmental organizations to conduct habitat restoration activities and outreach programs associated with restoration work.

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: Joua Yang
Title: Accountant
Email: Nkaujntsuab.Yang@co.ramsey.mn.us
Phone: 651-266-0320
Street Address 1: 2015 Van Dyke St
City, State ZIP Code: Maplewood, MN 55109

Budget Details

Contracts

Contractor Name	Contracted Work	Amount	Grant/Match	In-kind/Cash
LS Marine	Native materials and seed	$88,860	Grant	(N/A)
LS Marine	Prep, install of native seed	$123,800	Grant	(N/A)
LS Marine	Willow collection install	$101,800	Grant	(N/A)
LS Marine	Native materials and seed	$34,940	Match	Cash

Additional Funding

Additional Funding Amount: $0

Budget Overview

Item Type	Grant	Match	Total
Personnel	-	-	-
Contracts	$314,460	$34,940	$349,400
Fee Acquisition with PILT	-	-	-
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	-	-
Professional Services	-	-	-
DNR Land Acquisition Cost	-	-	-
Equipment/Tools/Supplies	-	-	-
Additional Budget Items	-	-	-
Totals:	**$314,460**	**$34,940**	**$349,400**

CONSERVATION PARTNERS LEGACY GRANT

SITE INFORMATION

You may group your project sites together as long as land ownership, activity and habitat information is the same for the land manager.

Land Manager

Name: Scott Yonke
Organization: Ramsey County Parks & Recreation department
Title: Planning Director
Phone: 651-266-0373
Email: scott.yonke@co.ramsey.mn.us

Site Information

Habitat: Wetland
Activity: Enhancement
Land Ownership: County

(1) **Site Name:** Pig's Eye Island
DOW Lake #: (N/A)
Acres: 26
PLS Section: Township - 28**, Range -** 22W**, Section -** 15

Open to Public Hunting? No
Open to Public Fishing? Yes - all

NATURAL HERITAGE DATABASE REVIEW

Natural Heritage elements were found within my project site(s): Yes

Natural Heritage Sites and Managers: (N/A)

Natural Heritage Elements: (N/A)

Natural Heritage Mitigation: A number of NHI elements are found within one mile of the site. All were observed in the channel or floodplain forest adjacent to the site and none of the elements were found directly in the project site area. Regardless, the contractor and US Army Corp of Engineers will be made aware of their existence and sensitivity of these elements as not to disturb them during the construction and restoration project. NHI elements are listed below:

Haliaeetus leucocephalus Bald Eagle
Acris blanchardi Blanchard's Cricket Frog
Cycleptus elongatus Blue Sucker
Ictiobus niger Black Buffalo
Quadrula nodulata Wartyback
Theliderma metanevra Monkeyface
Truncilla donaciformis Fawnsfoot
Reginaia ebenus Ebonyshell
Obovaria olivaria Hickorynut
Pleurobema sintoxia Round Pigtoe
Arcidens confragosus Rock Pocketbook

ATTACHMENTS

Additional Documentation

Attach additional documentation as applicable using the appropriate cagtegories below. If you exceed the size limit while uploading, contact CPL Grant staff to discuss your options.

Supplemental Document

File Name	Description
2021_Pigs_Eye_features_with_shoreline_and_lake_Map.pdf	Island Site Map
PigsEye_PublicWatersWorkPermit.pdf	MN DNR hydro Water Work Permit

FINAL APPLICATION SUBMISSION

CONSERVATION PARTNERS LEGACY GRANT

FINAL APPLICATION SUBMISSION (*Continued*)

P **I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.**

P **I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to complete this project and that it will comply with all applicable laws and regulations.**

P **I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.**

P **I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.**

P **I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this applidation. I have attached the required type and number of forms as necessary for this project.**

P **I am aware that by typing my name in the box below, I am applying my signature to this online document.**

Signature: Michael Goodnature

Organization / Agency: Ramsey County Parks & Recreation department

Title: Natural Resources Manager

Date Signed: September 17, 2021

(CPL Grant Application ID = 1913)

State Accounting Information PO Number: _____

CONSERVATION PARTNERS LEGACY GRANT PROGRAM
ENCUMBRANCE WORKSHEET
Ramsey County Parks & Recreation department/ West Battle Creek Prairie Expansion Project

State Accounting information:

SWIFT Contract Doc. Type: _____ **SWIFT Contract #:** _____

SWIFT Contract Line # (Annual Plans): _____ **SWIFT Purchase Order #:** _____

Agency:	Submitted By:	Origin:	Vendor #:	Category Code:
R2901	**Kathy Varble**	**A24**	**0000196508**	**84101501**

Total Amount of Contract for ALL years:	**$132,750**	Total Amount of Contract: $ **132,750**	For FY: **22**
Total Amount of Contract:	For FY:	Total Amount of Contract: $	For FY:

Contract Start Date: **Upon Execution** Speedchart Name: _____

Contract Expiration Date: **June 30, 2025** Speedchart Number: _____

Grantee Name and Address: Ramsey County Parks & Recreation department
2015 Van Dyke St

Maplewood, MN 55109

Did you remember to:

Check for debarred vendor? ☒ Yes ☐ No

Check for annual plan limit? ☒ Yes ☐ No

Work on state lands? ☐ Yes ☐ No

PO Reference: **KV-FY22 CPL West Battle Creek Prairie Expansion Project**

Description: **FY2022 CPL 1; Ramsey County Parks & Recreation department, West Battle Creek Prairie Expansion Project. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.**

Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	**22**	**$132,750**	**2300**	**R2936725**	**R296K20**	**441302**		**2W205**	

Project/ Grant Reporting Funding String

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category

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STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT
Ramsey County Parks & Recreation department/ West Battle Creek Prairie Expansion Project

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and Ramsey County Parks & Recreation department, 2015 Van Dyke St, Maplewood, MN 55109 ("Grantee").

Recitals

1. Under Minnesota Laws 2021, First Special Session, Chapter 1, Article 1, Section 2, Subd. 5(q), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 ***Effective date*:** The date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5. Per, Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

1.2 ***Expiration date*: June 30, 2025,** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of Terms*.** The following clauses survive the expiration or cancellation of this grant contract: 2.4. Signage; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee's Duties

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

2.1 Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1).

2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.

2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2021, First Special Session, Chapter 1, Article 1, Section 2, Subd. 5(q), and MN Statute 97A.056.

2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2021 Request for Proposal,* which is incorporated into this grant contract by reference. The *Request for* Proposal (RFP) may be located at https://files.dnr.state.mn.us/fish_wildlife/cpl/fy22-rfp.pdf.

2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.

2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.

2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.

2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

State's Duties

2.9 To provide Grantee up to $**132,750** for the costs incurred for the completion of the Project.

2.10 For grants over $50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over $250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Project Requirements

4.1 ***Vegetation Requirements.*** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.

4.2 ***Invasive Species Prevention***. The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

4.3 ***Project Sites.*** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.

4.4. ***Restoration and Management Plan.*** *Hereinafter known as R&M Plan.*

(a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration

and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.

(b) The R&M plan shall be prepared on a form provided by the State's Authorized Representative.

4.5 ***Timely written contact of Conservation Corps Minnesota.*** All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.

4.6 ***Pollinator Best Management Practices.*** Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.

4.7 ***Prescribed Burning on State Lands***. For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribed-burn-handbook.pdf.

4.8 ***Revenues*.** Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

6 Consideration and Payment

6.1 ***Consideration***. The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) ***Compensation.*** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

(b) ***Travel Expenses*.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed $; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) ***Total Obligation*.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed $**132,750**.

6.2 ***Payment***

(a) ***Invoices.*** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 25, 2025**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:
http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf

(b) ***Hold Back.*** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and

satisfactory to the State and LSOHC.

(c) ***Direct Expenditures.*** Grant and match funds may only be used for the eligible direct expenditures as described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

(d) ***Match Requirements Met.*** All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

(e) ***Federal Funds.*** No Federal funds will be used.

6.3 ***Work assigned to the State.*** The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

6.4 Contracting and Bidding Requirements.

(a) **Municipalities.** Per Minn. Stat.§471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed $175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2).

ii. If the amount of the contract is estimated to cost between $25,000 and $174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

iii. If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2).

(b) **Nonprofit Organizations**.

i. Any services and/or materials that are expected to cost $100,000 or more must undergo a formal notice and bidding process.

ii. Services and/or materials that are expected to cost between $25,000 and $99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

iii. Services and/or materials that are expected to cost between $10,000 and $24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
- Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program

v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(c) **Support documentation.** Documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage**. For any project that includes construction work of $25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at https://www.dli.mn.gov/business/employment-practices/prevailing-wage-information. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

(e) The grantee must not contract with vendors who are suspended or debarred in MN: http://www.mmd.admin.state.mn.us/debarredreport.asp.

7 Conditions of Payment

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

8 Payment Procedures

8.1 ***Documentation Requirements***. To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

9 Authorized Representative

The State's Authorized Representatives:

Kathy Varble
CPL Program Coordinator
500 Lafayette Road Box #20
St. Paul, MN 55155
651-259-5216
kathy.varble@state.mn.us

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative(s) are:

Project Manager	**Fiscal Contact**
Michael Goodnature	Joua Yang
Natural Resources Manager	Accountant
2015 Van Dyke St	2015 Van Dyke St
Maplewood, MN 54015	Maplewood, MN 55109
mike.goodnature@co.ramsey.mn.us	Nkaujntsuab.Yang@co.ramsey.mn.us
651-266-0373	651-266-0320

If the Grantee's Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

10 Assignment, Amendments, Waiver, and Grant Contract Complete

10.1 ***Assignment.*** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

10.2 ***Amendments.*** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

10.3 ***Waiver.*** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

10.4 ***Grant Contract Complete.*** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

11 Liability and Insurance

11.1 ***Liability.*** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

11.2 ***General Insurance Requirements.*** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee's project, as described in the FY2021 *Conservation Partners Legacy Grant Program Request for Proposal,* which is incorporated into this grant contract by reference.

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

12 In the Event of a Lawsuit

12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

12.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

13 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination

by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14 Government Data Practices and Intellectual Property Rights

14.1 ***Government Data Practices***. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

14.2 ***Intellectual Property Rights.***

(a) ***Intellectual Property Rights.*** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

(b) ***Obligations***

1. ***Notification***: Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. ***Representation*:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual

property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) ***Uses of the Works and Documents***.
The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

(d) ***Possession of Documents***.
The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Data Compatibility and Availability Requirements

15.1 ***Data Compatibility.*** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.

15.2 ***Data Availability.*** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 Publicity, Advertising and Endorsement

16.1 ***Publicity***. Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

16.2 ***Endorsement***. The Grantee must not claim that the State endorses its products or services.

17 Governing Law, Jurisdiction, and Venue

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

18 Accessibility and Safety

18.1 *Accessibility.* Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at http://www.access-board.gov.

18.2 *Safety*. All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal,* located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf as applicable.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16C.073.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

22 Termination

22.1 ***Termination by the State.*** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

22.2 ***Termination for Cause****.* The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

23 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities.

24 Use of Funds for Match or Reimbursement

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

(a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

(b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

25 Conflict of Interest

Under the Minnesota Department of Administration's Office of Grants Management Conflict of Interest Policy for State Grant Making (available at http://mn.gov/admin/images/grants_policy_08-01.pdf) and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

State Accounting Information PO Number: _____

1. STATE ENCUMBRANCE VERIFICATION **3. STATE AGENCY**

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

By: _____

Date: _____

Purchase Order Number:

_____

Contract #:_____

3. DEPARTMENT OF NATURAL RESOURCES

By: _____

with delegated authority

Name: Dave Olfelt

Title: Director, Division of Fish and Wildlife

Date: _____

2. GRANTEE

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

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF FISH AND WILDLIFE
CONSERVATION PARTNERS LEGACY GRANT

Revision: 20191104

Data Date: December 6, 2021

PROJECT CONTACT

Project Name: West Battle Creek Prairie Expansion Project
Organization Name: Ramsey County Parks & Recreation department
Organization Type: Government
Mailing Address 1: 2015 Van Dyke St
City, State ZIP Code: Maplewood, MN 54015

Project Manager: Michael Goodnature
Title: Natural Resources Manager

Phone: 651-266-0373
Email: mike.goodnature@co.ramsey.mn.us

PROJECT OVERVIEW

Sites / Location

County Name: Ramsey
Project Site Name: Battle Creek Regional Park
Total Project Sites: 1
Total Project Acres: 46

Land Ownership

Primary Land Ownership: County
Additional Land Ownerships: (N/A)

Habitat

Primary Type: Prairie
Additional Types: (N/A)

Activities

Primary Activity: Restoration
Additional Activities: (N/A)

PROJECT FUNDING SUMMARY

Grant Type: Metro
Grant Request Level: Over $25,000

Total Grant Amount Requested:	$132,750
Total Match Amount Pledged:	$13,275
Additional Funding Amount:	$0
Total Project Cost:	**$146,025**

PROJECT SUMMARY

The primary focus of this project is to convert 22.9 acres of land to native prairie and the secondary focus is to enhance 23.1 acres of abutting established prairie. The land slated for conversion consists of Siberian elm and black locust trees that have been girdled two seasons ago in order to kill off the trees and prevent resprouting, an area of scrub locust and invasive buckthorn that is currently being mowed down from year to year to prevent further spread and two fallow fields along a steep hillside that consist of mainly crown vetch and brome. All of these areas provide little to no quality habitat in their current condition. The adjacent established prairie was planted in 2010 and currently is being managed through rotational prescribed burns. Despite the burns, the prairie is experiencing pockets of woody encroachment and consists of a monoculture of native grasses and lack of forbs. This project will enhance these areas by exterminating invasives and incorporating forb seed to promote diversity and provide additional pollinator habitat. The work required to convert these areas to useful wildlife habitat will include removing the girdled trees, prepping the sites, planting native seed and establishing native prairie over the grant term. This project site is surrounded by over 100 acres of oak woodlands that was recently restored through funding provided by CPL funding; this project would further complete the restoration for this area.

PROBLEM STATEMENT

Statewide removal of native tallgrass prairie is one of the most tragic of ecological losses, with a little over 1 percent remaining of the original 18 million acres. Any prairie restoration should be considered a high priority for the benefit of the species, especially those within the metro Mississippi River Corridor Critical Area, of which this project lies. Pre-settlement this project site was an open prairie complex that was plowed over for farmland in the turn of the century. The two hillside areas were dug out for fill for the highway 61 expansion project decades prior to the land becoming parkland. These project sites overtime succumbed to invasive species and grew into a forest of Siberian elm and black locust and fields of crown vetch and brome, that

CONSERVATION PARTNERS LEGACY GRANT

PROBLEM STATEMENT (*Continued*)

provide little to no wildlife habitat benefit adjacent to a prairie that could be enhanced to provide improved habitat for pollinators and species of greatest conservation need such as the Bobolink, Eastern Meadowlark, Field and Grasshopper Sparrows.

PROJECT OBJECTIVES

This project will convert 16.7 acres of invasive woody areas and 6.1 acres of fallow field to native prairie and enhance 23.1 acres of established prairie. The objective is to restore these areas for the benefit of pollinators and species of greatest concern that inhabit tall grass prairies. Ramsey County will work with the county tree contractor to complete the tree removal and work with a natural resource contractor to complete the prairie conversion and enhancement process. With Ramsey County's no loss of park policy, these prairie sites will always remain protected once restored. The costs associated to complete this work were derived from an average of current natural resource restoration companies pricing of field to prairie restoration within the Twin Cities metro areas taken from work completed under the State Master contract.

METHODS

The methods will include the following: in the winter of 21/22 trees will be removed by the county tree contractor with use of a feller buncher and tub grinder. Site prep in the spring following tree removal will consist of clearing any additional material on the ground. A burn may be required to clear the land or fields. Herbicide application and mowing will follow to prep the open land and fields for drill seeding which will occur in the fall or following spring. Once planted the sites will be maintained through spot spraying and mowing. In addition, the adjacent prairie will be cleared of invasives, spot treated of herbaceous vegetation and drill seeded with forb seed, including early pollinator flowers, in select areas. The site may be burned if time allows for quality establishment. The County will draft contractor specifications for the work to be completed and require a warranty on the growth of the seeded sites and after establishment the sites will be added to the prairie burn schedule to maintain the integrity of the restoration sites ongoing.

EXPERIENCE / ABILITIES

Ramsey County Parks & Recreation department owns and manages over 7000 acres of parks and open space and is a natural resource-based park system, with a goal to connect people to nature while persevering and enhancing the resources. The Ramsey County Parks & Recreation department has a long-standing history of successfully completing numerous state, local and federal grant funded projects that have enhanced and restored sites like the proposed project. One example of this is the successful completion of the 2016 CPL funded 'prairie expansion project' that converted 26 acres of mostly brome field and some turf grass to native prairie at Battle Creek and Long Lake Regional parks. Now a number of native grasses and forbs encompass these areas and provide much needed habitat and refuge for a plethora of grassland song birds, insects and other wildlife within the urban environment. The expected outcomes of this project were definitely met and the site will continue to be maintained to ensure quality of the prairie site.

PROJECT TIMELINE

Time Frame	Goal
winter of 2021/2022	clear woody material and trees
growing season of 2022	prep all sites, through herbicide, mowing, burn
spring 2023	drill seed all sites
summer/fall 2023	maintenance of newly growing sites
2024 - 2025	ongoing maintenance to ensure growth

Estimated Project Completion Date: 2025-06-30

PROJECT INFORMATION

1. Describe the degree of collaboration and local support for this project.

Ramsey County Parks and Recreation has a long-standing history of working with local agencies in implementing the objectives to meet the goals within the Ramsey County Natural Resource Management Plan, which has been reviewed by local agencies, such as municipalities and watershed districts. This site has been listed within the plan as a high priority site for restoration. In addition, this project will also fulfill the objectives set forth within the Mississippi River Corridor Critical Area Program set by the State.

CONSERVATION PARTNERS LEGACY GRANT

PROJECT INFORMATION (*Continued*)

2. Describe any urgency associated with this project.

If this work is not completed in the next few years, the environmental risks and cost of restoration will only increase. The further encroachment of invasive species will continue to degrade the prairie areas. Now is the time to expand this prairie at Battle Creek Regional Park. An adjacent oak woodland corridor restoration project was completed adjacent to this site and this abutting site would help with the overall restoration of the area. This project will carry on restoration work through the corridor, connecting to this project.

3. Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.

There is full funding secured as a cash match for the requested CPL grant funds that will provided by Ramsey County. The CPL funds requested would not substitute traditional funding. This project site has been identified by Ramsey County Parks & Recreation department for quite some time as a prime location for restoration, however, ever growing budget constraints have limited the funds for additional habitat quality enhancement projects that go beyond what is possible with traditional funding. If awarded funding this project stands to implement the conservation ideals of all agencies and stakeholders involved.

4. Describe public access at project site for hunting and fishing, identifying all open seasons.

There is no hunting allowed on this site as it is located with the municipal boundaries of the City of St. Paul, MN. Fishing is allowed within the park.

5. Discuss use of native vegetation (*if applicable*).

The grass and forb seed being used for the prairie site will be from local ecotypes from the St. Paul Baldwin Plains and Moraines or the Anoka Sandplain subsections, if possible. It is imperative that the species being used for the site are conducive to the natural ecosystems to meet the goal of native reestablishment.

6. Discuss your budget and why it is cost effective.

The cost per acre for this site was projected from the costs to complete similar tree removal and prairie restoration work on similar land cover and topography within Ramsey County. This budget is similar to other projects that have been completed in Ramsey County and surrounding Metro Counties which are commonly based on state contract prices. This budget is the most reasonable price to meet the objectives of the restoration project.

7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

Ramsey County Parks & Recreation department staff provides formal education at Tamarack Nature Center, an environmental learning facility, and informal educational programs to civic, conservation, and scout groups. We provide extensive information on conservation and habitat restoration on our website and handout materials. Our staff works with multiple agencies and nongovernmental organizations to conduct habitat restoration activities and outreach programs associated with restoration work for wildlife habitat improvement.

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: Joua Yang
Title: Accountant
Email: Nkaujntsuab.Yang@co.ramsey.mn.us
Phone: 651-266-0320
Street Address 1: 2015 Van Dyke St
City, State ZIP Code: Maplewood, MN 55109

Budget Details

Contracts

Contractor Name	Contracted Work	Amount	Grant/Match	In-kind/Cash
Precision Landscape and Tree	Tree clearing	$45,025	Grant	(N/A)
TBD	Existing Prairie enhancement	$23,100	Grant	(N/A)
TBD	Existing Prairie seed	$4,620	Grant	(N/A)
TBD	New Prairie prep and seeding	$50,380	Grant	(N/A)

CONSERVATION PARTNERS LEGACY GRANT

BUDGET INFORMATION (*Continued*)

Contracts (*Continued*)

Contractor Name	Contracted Work	Amount	Grant/Match	In-kind/Cash
TBD	New Prairie seed	$13,275	Match	Cash
TBD	New Prairie seed	$9,625	Grant	(N/A)

Additional Funding

Additional Funding Amount: $0

Budget Overview

Item Type	Grant	Match	Total
Personnel	-	-	-
Contracts	$132,750	$13,275	$146,025
Fee Acquisition with PILT	-	-	-
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	-	-
Professional Services	-	-	-
DNR Land Acquisition Cost	-	-	-
Equipment/Tools/Supplies	-	-	-
Additional Budget Items	-	-	-
Totals:	**$132,750**	**$13,275**	**$146,025**

SITE INFORMATION

You may group your project sites together as long as land ownership, activity and habitat information is the same for the land manager.

Land Manager

Name: Mark McCabe
Organization: Ramsey County Parks & Recreation department
Title: Director
Phone: 651-266-0303
Email: mark.mccabe@co.ramsey.mn.us

Site Information

Habitat: Prairie **Activity:** Restoration **Land Ownership:** County

(1) **Site Name:** Battle Creek Regional Park west prairie
DOW Lake #: (N/A)
Acres: 46
PLS Section: Township - 28**, Range -** 22W**, Section -** 11

Open to Public Hunting? No
Open to Public Fishing? Yes - all

NATURAL HERITAGE DATABASE REVIEW

Natural Heritage elements were found within my project site(s): Yes

Natural Heritage Sites and Managers: (N/A)

Natural Heritage Elements: (N/A)

CONSERVATION PARTNERS LEGACY GRANT

NATURAL HERITAGE DATABASE REVIEW (*Continued*)

Natural Heritage Mitigation: A number of NHI elements are found within one mile of the site. All were observed adjacent to the project site, not directly within the project site. Regardless, the contractor will be made aware of their existence and sensitivity of these elements as not to disturb them during the construction and restoration project. NHI elements are listed below:

Haliaeetus leucocephalus Bald Eagle
Juglans cinerea Butternut
Bombus affinis Rusty-patched Bumble Bee
Besseya bullii Kitten-tails

ATTACHMENTS

Additional Documentation

Attach additional documentation as applicable using the appropriate cagtegories below. If you exceed the size limit while uploading, contact CPL Grant staff to discuss your options.

File Name	Description
(N/A)	(N/A)

FINAL APPLICATION SUBMISSION

P **I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.**

P **I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to complete this project and that it will comply with all applicable laws and regulations.**

P **I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.**

P **I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.**

P **I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this applidation. I have attached the required type and number of forms as necessary for this project.**

P **I am aware that by typing my name in the box below, I am applying my signature to this online document.**

Signature: Michael Goodnature

Organization / Agency: Ramsey County Parks & Recreation department

Title: Natural Resources Manager

Date Signed: September 20, 2021

(CPL Grant Application ID = 1948)

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

Board of Commissioners

Request for Board Action

Item Number: 2021-681 **Meeting Date:** 1/11/2022

Sponsor: Workforce Solutions

Title
Joint Powers Agreement with the City of Saint Paul, City of Minneapolis and Hennepin County to apply for the Economic Development Administration Good Jobs Challenge

Recommendation
1. Approve the Joint Powers Agreement with the city of Saint Paul, city of Minneapolis and Hennepin County to apply for the Economic Development Administration Good Jobs Challenge.
2. Authorize the Chair and Chief Clerk to execute the agreement.

Background and Rationale
As a part of the American Rescue Plan Act (ARPA), the Economic Development Administration (EDA) within the Department of Commerce has opened a funding opportunity with $500 million of available funding through the Good Jobs Challenge <https://www.grants.gov/web/grants/view-opportunity.html?oppId=334720>. The Good Jobs Challenge aims to get Americans back to work by building and strengthening systems and partnerships that bring together employers who have hiring needs with other key entities to train workers with in-demand skills that lead to good-paying jobs.

The EDA encourages efforts to reach historically underserved populations and areas, communities of color, women and other groups facing labor market barriers such as persons with disabilities, disconnected youth, individuals in recovery, individuals with past criminal records, including justice impacted and reentry participants, trainees participating in the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF) and Women, Infants and Children (WIC) programs, and veterans and military spouses.

These systems and partnerships will create and implement industry-led training programs, designed to provide skills for and connect unemployed or underemployed workers to existing and emerging job opportunities. Ultimately, these systems are designed to train workers with the skills to secure a union job or a quality job that provides good pay, benefits, and growth opportunities.

Ramsey County, in partnership with the city of Saint Paul, the city of Minneapolis and Hennepin County, will apply as the lead entity for the EDA Good Jobs Challenge. Ramsey County will act as the fiscal agent for the lead entity. The lead entity coordinates across and supports the sectoral partnerships within its system. The application will include three sector partnerships in areas of tech, healthcare and construction. Identified industry backbone organization applicants have been identified and will be co-applicants for the grant. They include MnTech (tech industry sector), HealthForce Minnesota (healthcare sector) and Associated General Contractors of Minnesota (construction sector). In addition, there will be opportunities to engage strategic partners such as adult basic education, organized labor, chambers of commerce, institutions of higher education, local workforce development boards, and human services organizations.

The Good Jobs Challenge is designed to develop or strengthen regional workforce training systems and sectoral partnerships. EDA will fund proposals with one or more of the following three phases of the system

and/or sectoral partnership lifecycles, as applicable to regional needs:

- System Development funding to help a System Lead Entity or Backbone Organization establish and develop a regional workforce training system or sectoral partnerships
- Program Design funding for sectoral partnership(s) to identify the skills needed by industry and workers, develop the skills training curriculum and materials, and secure technical expertise needed to train workers with the skills needed by businesses, including providing professional development and capacity-building to trainers and educators. Employer commitments to hire should also be secured in this phase.
- Program Implementation funding to deliver workforce training and wrap-around services that will place workers into quality jobs through a new or expanded sectoral partnership(s).

It is anticipated that there will be 25-50 awards nationwide ranging from $5 million to $25 million. Grants will be funded at 100% grant rate although grant applications that leverage other funds will be more competitive. Local Workforce Innovation and Opportunity Act (WIOA) funding and local ARPA funds are allowed as leveraged funds.

Applications are due February 10, 2022 and notifications of awards begin July 22, 2022. Performance period for this grant ends in May 2027.

As we continue to rebuild from the impacts of COVID-19, the opportunity to apply for other funding is an important strategy to bring more resources into the community beyond the county's state and local government ARPA allocation. For more information on the EDA Good Jobs Challenge, visit: <https://eda.gov/arpa/good-jobs-challenge/>.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☒ Opportunity ☐ Accountability

Racial Equity Impact

The target population of this grant are identified as historically underserved populations and areas, communities of color, women, and other groups facing labor market barriers such as persons with disabilities, disconnected youth, individuals in recovery, individuals with past criminal records, including justice impacted and reentry participants, trainees participating in the SNAP, TANF and WIC programs, and veterans and military spouses.

In the counties and cities involved in this grant application, Black, Indigenous and People of Color are disproportionately represented in these programs. In addition, COVID-19 has disproportionately impacted our culturally and ethnically diverse populations. Opportunities for reskilling and employment in EDA-identified good jobs are aimed at closing these economic disparities.

Community Participation Level and Impact

The counties and cities involved in this grant application have hosted a series of community meetings both with community non-profit partners and with employers in partnership with the backbone organizations. These meetings will inform the grant application in order to understand the employment needs of community members and aim to eliminate the barriers that prevent job seekers from good jobs in tech, healthcare and construction.

The Good Jobs Challenge application must be consistent with the current Comprehensive Economic Development Strategy (CEDS) or equivalent EDA-accepted regional economic development strategy for the region or regions served by the proposed project. A CEDS is a strategy-driven plan for regional economic development and has been prepared by GreaterMSP and the Metropolitan Council. It includes various regional

economic development plans (or a combination of plans), including but not limited to regional comprehensive plans, regional resilience plans or recovery plans.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☐ Empower

Fiscal Impact

Ramsey County will serve as the fiscal agent under this Joint Powers Agreement. Ramsey County will withhold up to 10% of the award to reimburse its costs in administering the grant. As the fiscal agent, Ramsey County will enter into agreements with subrecipients and be responsible for oversight of the subrecipients, including risk assessment, monitoring, and outcome reporting, as well as receiving invoices for services performed and making payments from grant funds. An Executive Board consisting of an appointee from Ramsey County, the city of Saint Paul, city of Minneapolis and Hennepin County will share the responsibility of monitoring the program budget and approving contracts.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. Joint Powers Agreement

JOINT POWERS AGREEMENT

This Joint Powers Agreement ("Agreement" or "JPA") is made by and among Ramsey County, Hennepin County, the City of Minneapolis and the City of St. Paul (collectively, the "Members") through their respective departments for workforce development.

Recitals

WHEREAS, Minnesota Statutes Section 471.59 permits governmental units to jointly exercise powers that each may separately exercise; and

WHEREAS, the Members of this Agreement are governmental units as defined in Minnesota Statutes Section 471.59; and

WHEREAS, Ramsey County, on behalf of the Members, wishes to apply for the Good Jobs Challenge sponsored by the United States Economic Development Administration, a bureau within the United States Department of Commerce; and

WHEREAS, through the Good Jobs Challenge, the Members will undertake sectoral partnerships with backbone organizations to establish and strengthen regional workforce training systems to train workers in the areas of information technology ("IT"), healthcare, and construction; and

WHEREAS, if the Members are awarded funds pursuant to the Good Jobs Challenge, Ramsey County will serve as fiscal agent.

NOW, THEREFORE, in consideration of the Recitals and mutual undertakings and agreements hereinafter set forth, the parties agree as follows:

I. PURPOSE

A. This Agreement represents a commitment by all of the parties to work together to provide leadership, coordination and strategic direction in establishing and strengthening regional workforce training systems through sectoral partnerships to train workers with in-demand skills.

B. The Members will collectively serve as the System Lead Entity, which will lead and convene the multi-sector regional workforce system in the sectors of IT, healthcare and construction.

C. Ramsey County will serve as the grant applicant and Fiscal Agent of the System Lead Entity.

D. The System Lead Entity will enter into sectoral partnerships, which is a partnership of employers from the same industry ("Industry Partners") plus organizations involved in workforce development like human services organizations, training organizations, and community-based organizations ("Sectoral Partnerships). The chosen sectors are IT, healthcare and construction.

E. Each Sectoral Partnership will be led by a Backbone Organization. There will be four Backbone Organizations: MN Tech, HealthForce Minnesota, Minnesota Building Trades and Associated General Contractors of Minnesota. Minnesota Building Trades and Associated General Contractors of Minnesota will co-lead the Sectoral Partnership for the construction sector.

F. Each Sectoral Partnership will include Strategic Partners such as Adult Basic Education, Organized Labor, Chambers of Commerce, Institutions of Higher Education, Local Workforce Development Boards, and Human Services Organizations.

G. Ramsey County as Fiscal Agent will enter into agreements with subrecipients of the funds from the Good Jobs Challenge and shall be responsible for all oversight of subrecipients, including risk assessment, monitoring, and outcome reporting. Ramsey County's liability is limited as set forth below in Section VI.E.

II. TERM

A. The term of this Agreement shall be five years from the date of complete execution of the Agreement or the date by which all Good Jobs Challenge funds must be expended, whichever is earlier.

B. This Agreement will terminate pursuant to the terms as outlined in Article VII. Termination; Withdrawal. At such time, Ramsey County's role as Fiscal Agent will also terminate.

III. GOVERNANCE

A. The operations under this JPA shall be governed by an Executive Board.

(a) The Executive Board shall consist of an appointee each of the governmental entities identified above. Each entity may name an alternate member.

(b) The Executive Board shall be responsible for the following:

(i) to monitor the program budget;

(ii) approve contracts.

(c) The Executive Board shall be chaired by the Ramsey County appointee, who shall call meetings from time to time as may be necessary to effectuate the goals of this Agreement.

IV. FISCAL AGENT

A. Fiscal Operating Roles and Responsibilities: Ramsey County agrees it will:

(a) Receive invoices from any Backbone Organization, Strategic Partner or Industry Partner for services performed;

(b) Evaluate whether such services were performed according to this Agreement;

(c) Pay such entity from grant funds.

B. Ramsey County will withhold up to ten percent of the award to reimburse its costs in administering the grant.

C. Compliance: The parties agree that accounting, procurement and other fiscal agent services provided by Ramsey County will comply with generally accepted accounting principles and Ramsey County Finance Department policies.

D. Program and Financial Reporting: Ramsey County will be responsible for program or financial reporting.

E. Type of Audit and Frequency: all recipients of funds under this Agreement will provide all supporting documentation and grant agreements for invoices it submits for reimbursement. Ramsey County will review such documentation prior to paying any reimbursement to ensure compliance with grant funding requirements.

F. Resolution Measures for Noncompliance with the Recipient Agreement: Resolution measures for non-compliance with the Agreement between any recipient organization ("Recipient Organization) and Ramsey County ("Recipient Agreement") will consist of a written report that clearly states the areas of non-compliance, the corrective action needed to be in compliance and a timeline to complete each corrective action as stated in the written fiscal or program audit. On-going fiscal and program audits will occur to ensure compliance with the Recipient Agreement.

G. Payment Processing and Segregation of Duties: Ramsey County and its department Workforce Solutions has adequate segregation of duties for payment processing as stipulated by the Government Accounting Standards Board. Ramsey County accounting and procurement departments and other fiscal agent services comply with general accounting principles and Ramsey County Finance Department policies.

V. PROGRAM COST AND FUNDING

A. The cost of operations under this JPA shall be paid from any funds awarded through the Good Jobs Challenge.

B. If funding is inadequate to cover the costs of operations, the Executive Board may amend the budget to reduce program costs or services or seek alternate sources of funding.

VI. INDEMNIFICATION, LIABILITY AND INSURANCE

A. Each party to this Agreement shall be liable for the acts of their own officers, employees, and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, and/or agents.

B. Each party warrants that they are able to comply with the aforementioned requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

C. All insurance policies or self-insurance certificates shall be open to inspection by each party and copies of the policies or certificates of self-insurance shall be submitted to a party upon written request.

D. Each party's liability shall be governed and limited by the Municipal Tort Claims Act, Minn. Stat. Chapter 466, common law immunities, and other applicable law. Nothing in this Agreement shall constitute a waiver by any party of any limitation of liability under Minnesota Statutes Chapter 466, or other statutory or common law immunities, limits, or exceptions on liability.

E. Ramsey County is not responsible for providing services outside of the scope of any Recipient Agreement. Ramsey County is not liable for management decisions made by any Backbone Organization, Industry Partner or Strategic Partner, and is also not responsible for cash shortfalls, such as bills not paid or charges for payments made with insufficient funds, due to funding shortfalls of any other organization.

VII. WITHDRAWAL OR TERMINATION

A. This Agreement shall terminate:

(a) Immediately upon receipt of notice that no Good Jobs Challenge funds have been awarded; or
(b) upon the consent of all the Members as evidenced by a written resolution of the governing body of each Member; or
(c) when necessitated by operation of law; or
(d) as a result of a decision by a court of competent jurisdiction.

B. Termination shall not discharge any liability incurred by the parties during the term of this Agreement prior to the effective date of termination.

C. The provisions of Article VI of this Agreement shall survive termination of this Agreement.

D. A Member may withdraw from the JPA upon 60 calendar days written notice to all other Members. A withdrawing Member shall meet all of its responsibilities up to the date of withdrawal.

E. In the event of termination of this Agreement pursuant to this section, funds will be distributed and payment of liabilities will occur as follows: County will require

any Recipient Organization to submit a final invoice for actual expenses occurred and documentation to support the invoice by the 15th of the month following termination of the Agreement. Ramsey County staff will review the final invoice and documentation, and approve allowable expenditures. Final payment to any Recipient Organization for approved expenditures will be made pursuant to the terms of this Agreement. Ramsey County staff will notify any Recipient Organization in writing of unallowable expenditures prior to final reimbursement.

VIII. NOTICES

A. All notices, written requests, or demands given or made by a party under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent first class mail.

B. All notices, written requests, or demands shall be sent to the following addresses:

Ramsey County Workforce Solutions Attn.: Director 160 E. Kellogg Blvd., Suite 6700, Saint Paul, MN 55101	Hennepin County Workforce Development Director A-400 Government Center 300 South Sixth Street Minneapolis, MN 55487	City of Minneapolis, CPED – Employment and Training Director 505 4th Ave S. #320 Minneapolis, MN 55415	City of St. Paul Director, Planning and Economic Development City Hall Annex 25 West 4th Street, Suite 1300 Saint Paul, MN 55102

IX. CONTRACT PROVISIONS

The matters set forth in the Recitals are incorporated into and made part of this Agreement as though fully set forth as terms herein.

X. INTERPRETATION OF AGREEMENT; VENUE; ESCALATION PROCEDURES

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

B. In the event of a dispute between the Members and any party, the disputing party will speak with Ramsey County's Director of Workforce Solutions. The Director of Workforce Solutions will review the dispute, meet with the disputing party if feasible, and then prepare a written response to the dispute. If the disputing party is not in agreement with the director's response to the dispute, the disputing party can submit the dispute to the Executive Board for final resolution.

C. 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.

XI. RECORDS RETENTION

Until the expiration of six years after the furnishing of services pursuant to this Agreement, Ramsey County shall retain a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of Ramsey County relating to this Agreement.

XII. ENTIRE AGREEMENT AND AMENDMENTS

A. It is understood and agreed that the entire agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All terms referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto. Ramsey County will be responsible for creating the first draft of any amendment to this Agreement.

XIII. ELECTRONIC SIGNATURES; COUNTERPARTS

A. COUNTERPARTS. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

B. ELECTRONIC SIGNATURES. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

[SIGNATURE PAGES FOLLOW]

Wherefore, the parties have executed this Agreement as of the last date set forth below.

RAMSEY COUNTY

_____
Trista MatasCastillo, Chair,
County Board of Commissioners
Date: _____

_____
Mee Cheng, Chief Clerk - County Board
Date: _____

Approval recommended:

_____
Director, Workforce Solutions
Date: _____

Approved as to form:

_____
Assistant County Attorney
Date: _____

[signature page to Good Jobs Challenge JPA]

HENNEPIN COUNTY

_____
_____, Chair,
County Board of Commissioners
Date: _____

_____
_____, Chief Clerk - County Board
Date: _____

Approval recommended:

_____
_____
_____
Date: _____

Approved as to form:

_____
Assistant County Attorney
Date: _____

[signature page to Good Jobs Challenge JPA]

CITY OF MINNEAPOLIS

_____

Date: _____

_____

Date: _____

Approval recommended:

_____

_____

_____

Date: _____

Approved as to form:

_____

Assistant City Attorney

Date: _____

[signature page to Good Jobs Challenge JPA]

CITY OF ST. PAUL

_____
Mayor or his Designee
Date: _____

_____
Department Director
Date: _____

_____
Director, Office of Financial Services
Date: _____

Approved as to form:

_____
Assistant City Attorney
Date: _____

[signature page to Good Jobs Challenge JPA]

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

Board of Commissioners

Request for Board Action

Item Number: 2021-758 **Meeting Date:** 1/11/2022

Sponsor: Public Works

Title
Project Labor Agreements for Public Works 2022 Construction and Pavement Preservation Projects

Recommendation
Determine that Project Labor Agreements shall not be used on any 2022 construction or pavement preservation projects.

Background and Rationale
As per Resolution B2018-246, a decision must be made by the Ramsey County Board regarding the use of a Project Labor Agreement (PLA) prior to the release of a solicitation for a construction project over $175,000. Public Works has evaluated whether PLAs should be used on projects in the 2022 construction and pavement preservation project including the following:

Cleveland Avenue	Como Avenue to Larpenteur Avenue	Construction
County Road B	Dale Street to Rice Street	Preservation
County Road B2	at Lexington Avenue	Construction
Hugo Road	Park Avenue to County Road J	Preservation
Jackson Street	Arlington Avenue to Larpenteur Avenue	Preservation
Lexington Avenue	TH 36 to County Road C2	Preservation
Lexington Avenue	County Road E to I-694	Construction
Lexington Parkway	Shepard Road to W. 7th Street	Construction
Randolph Avenue	I-35E to W. 7th Street	Preservation
Rice Street	County Road B2 to Owasso Boulevard N.	Preservation
Saint Paul Avenue	Edgcumbe Road to Cleveland Avenue	Preservation
South Shore Boulevard	White Bear Avenue to County Road F	Construction

On December 1, 2021, notices requesting input on the use of a PLA on 2022 projects were sent to the following interested parties per the PLA Policy:

- Asian American Chamber of Commerce in Minnesota
- Associated Builders & Contractors of MN/ND
- Associated General Contractors of Minnesota
- Latino Chamber of Commerce of Minnesota
- Minnesota American Indian Chamber of Commerce
- Minnesota Black Chamber of Commerce
- National Association of Minority Contractors, Upper Midwest
- Saint Paul Building and Construction Trades Council
- US Pan Asian American Chamber of Commerce

One response was received from Saint Paul Building and Construction Trades Council, recommending against the use of a PLA.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☒ Opportunity ☐ Accountability

Racial Equity Impact

The PLA requests are sent to several diverse councils and groups for their input on whether PLAs should be utilized on projects. In the past, Public Works received comments that PLAs negatively affect small, minority, and/or women-owned businesses. This year however, only one response was received, and it did not reference any impacts to small/minority/women-owned businesses.

Community Participation Level and Impact

As identified above, a notice was electronically mailed out to the parties identified seeking their comments back on the use of PLA agreements. Based on that feedback, Public Works developed its recommended approach for 2022. No further community engagement is needed for the PLA agreements. As each project identified above moves towards construction, community engagement will be done based on the needs and impacts of that project in that community.

☒ Inform ☒ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Funding for the 2022 Construction and Pavement Preservation projects is included in the 2022 Public Works Capital Improvement Program budget.

County Manager Comments

No additional comments.

Last Previous Action

On September 18, 2018, the Ramsey County Board amended the Administrative Code for Project Labor Agreements on construction projects threshold amount to $175,000, in accordance with Minnesota Statute section 471.345, subdivision 3 (Resolution B2018-246).

Attachments

1. PLA Sample Letter
2. PLA Response Received
3. 2022 Construction and Pavement Preservation Project List

RAMSEY COUNTY

Ramsey County Public Works
1425 Paul Kirkwold Dr.
Arden Hills, MN 55112

Date: December 1, 2021

Project Labor Agreement ("PLA") Notice and Request for Recommendation

Saint Paul Building and Construction Trades Council
353 W. 7th Street #203
Saint Paul, Minnesota 55102

Attention: Tom McCarthy, President; Don Mullin, Executive Secretary

Ramsey County is planning the following construction projects:

Description: Attached you will find a proposed list of 2022 transportation projects.

Estimated Cost: See attachment

Estimated Start Date: Varies

Estimated Project Length: Varies

Other Project Facts: N/A

Pursuant to County Board Policy, as a party that may be interested in the above-described construction project, your recommendation is requested regarding the use of a PLA. Please indicate on the attached form your recommendation and your reasons for the recommendation, and return the form to the undersigned either by United States mail, in person, or by email, using the contact information listed below.

Please respond by Friday, December 10, 2021. Thank you for taking the time to respond.

Sincerely,

Luke Lortie
Construction Engineer
Ramsey County Public Works

(651) 266-7123
Lucas.lortie@ramseycounty.us
1425 Paul Kirkwold Dr, Arden Hills, MN 55112

Encl

P:\PLA\2022\SPBCTC Letter.docx

RAMSEY COUNTY

Ramsey County PLA Response Form

Re: Ramsey County Construction Project: 2022 Transportation projects

Date: December 8, 2021

From: Saint Paul Building and Construction Trades Council

This is acknowledgement of our receipt of your Notice of Ramsey County construction project and Request for a PLA Recommendation.

In response to your request, our recommendation on the use of a PLA for this construction project is as follows, for the stated reasons:

Yes, a PLA is recommended for this Ramsey County construction project for the following reason(s):

No, a PLA is not recommended for this Ramsey County construction project for the following reason(s):

X, does not meet the bar

Other

Name and Title: Donald Mullin, Executive Secretary

RAMSEY COUNTY
Public Works

2022 Transportation Projects

Check Project	Road Name	Road No.	Termini	City	Work Type	Estimated Cost
	Cleveland Avenue	46	Como Ave. to Larpenteur Ave.	FH/SP	Construction	$ 7,170,000
	County Road B2	78	at Lexington Ave.	RV	Construction	$ 1,725,000
	Lexington Avenue	51	County Road E to I-694	SV/AH	Construction	$ 12,485,000
	Lexington Parkway	51	Shepard Road to W. 7th St.	SP	Construction	$ 4,000,000
	South Shore Boulevard	94	White Bear Ave. to County Road F	WBL/WBT	Construction	$ 4,110,000
	Pavement Preseravaion Projects					
	County Road B	25	Dale St. to Rice St.	RV	Presevation	$ 290,000
	Hugo Road	154	Park Ave. to County Road J	WBT	Preservation	$ 880,000
	Jackson Street	55	Arlington Ave. to Larpenteur Ave.	SP	Preservation	$ 170,000
	Lexington Avenue	51	TH 36 to County Road C2	RV	Preservation	$ 760,000
	Randolph Avenue	38	I-35E to W. 7th St.	SP	Preservation	$ 485,000
	Rice Street	49	County Road B2 to Owasso Blvd. N.	LC/RV	Preservation	$ 875,000
	Saint Paul Avenue	46	Edgcumbe Rd. to Cleveland Ave.	SP	Preservation	$ 395,000

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

Board of Commissioners

Request for Board Action

Item Number: 2021-685 **Meeting Date:** 1/11/2022

Sponsor: Public Works

Title
2022-2026 Transportation Improvement Program

Recommendation
1. Adopt the 2022-2026 Public Works Transportation Improvement Program.
2. Authorize the County Engineer to prepare plans and agreements for all projects identified in the Transportation Improvement Program, and to issue solicitations in accordance with county policies and procedures and the Minnesota Department of Transportation's list of "Pre-Qualified Vendors by Work Type".
3. Authorize the County Engineer to execute Right of Way Plats and Certificate of Surveys for Highway projects that require the determination of existing right of way for the delineation and /or acquisition of property, for planning studies or disposition of excess county property.
4. Authorize the County Manager to enter into contracts and agreements, and execute change orders and amendments to contracts, supplemental agreements, and agreements related to the expenditure of Transportation Improvement Program Project Funds utilizing County State Aid, Federal, state and participating funding associated with the construction of the approved projects in the 2022-2026 or a previously approved Transportation Improvement Program in accordance with the county's procurement policies and procedures.
5. Authorize the County Engineer and County Attorney to acquire temporary easements, permanent easements, fee title, and enter into Limited Use Permits with the state of Minnesota for projects in the 2022 -2026 Transportation Improvement Program, or previously approved Transportation Improvement Program, by negotiation or condemnation.
6. Authorize the County Engineer to approve negotiated settlements for up to $100,000 over the county's appraised value per parcel for temporary and permanent easements and fee title.
7. Authorize the County Manager to approve and execute purchase agreements, settlements, closing documents, Limited Use Permits and other related real estate documentation associated with Ramsey County Board approved acquisitions of real property.
8. Authorize the County Manager to approve and execute cooperative agreements and maintenance agreements with cities, counties, state, and other governmental agencies for their participation in projects listed in the 2022-2026 Public Works Transportation Improvement Program or previously approved Transportation Improvement Program.
9. Authorize temporary cash loans from the County General Fund to the Road and Bridge Capital Improvement Program fund and the Wheelage Tax fund for costs of projects listed in the 2022-2026 Public Works Transportation Program, or previously approved Transportation Improvement Program, and for maintenance project expenditures occurring before bond or wheelage tax proceeds are received pending receipt of Federal, County State Aid Highway, state, participating funds.
10. Authorize the County Manager to submit grant applications for state and federal funding for projects listed in the 2022-2026 Public Works Transportation Improvement Program.
11. Authorize the County Manager to accept grants and execute grant agreements agreeing to the grant terms and conditions for grant award and for grants that so require, the county agrees to be responsible for any additional amount by which the cost exceeds the county's construction cost estimate and will return to the

grantor any grant amount appropriated for the project but not utilized for the project under the terms of the grant agreement.

Background and Rationale
In order to qualify for state and federal funding and to proceed with construction projects, the Ramsey County Board of Commissioners must approve the Public Works 5-year Transportation Improvement Program (TIP). The TIP is a planning document and funding estimates identified in the TIP are reflected in the county's Capital Improvements Program Budget. Similar programs have been developed each year since 1988.

Public Works annually prepares the TIP using a collaborative process whereby the county solicits projects and input from area municipalities. Project inclusion in the TIP is based on a cooperative dialogue with municipal and state partners, along with technical analysis and consideration of funding opportunities. While funding limits will continue to challenge program delivery, communication and engagement with municipal partners ensures local needs and priorities are examined and addressed to the extent possible.

Projects included in the TIP are also looked at through the lens of the Ramsey County All Abilities Transportation Network (AATN) policy, which prioritizes the most vulnerable users (i.e. pedestrians, bicyclists, people with disabilities) first.

The design, construction and right of way costs identified in the TIP are estimates based on best practices in the industry. The funding landscape for transportation projects can be volatile and the ultimate delivery of the TIP is dependent on future funding levels. Partnering on projects with area communities, bordering counties, the Minnesota Department of Transportation and other state agencies will continue to be a critical way for Ramsey County to get the most from our available funds.

The approved 2022-2026 TIP may be accessed on the county's website at
<https://www.ramseycounty.us/residents/roads-transit/transportation-improvement-program>

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

Racial Equity Impact
Ramsey County is the most racially and ethnically diverse county in the state of Minnesota. Improved transportation conditions and options will benefit all residents of the county, including communities of color and Native Americans in Ramsey County who are more likely to benefit from increased investments in transportation projects that prioritize Ramsey County's All Abilities Transportation Network policy. All transportation capital construction projects, including roadway, bridge, trail/sidewalk and transit projects that are identified in the TIP include workforce inclusion goals of 32% minority and 20% women in the construction workforce. These goals strive to economically benefit communities of color and Native Americans by investments in transportation.

As established by the Federal Highway Administration, Disadvantaged Business Enterprise (DBE) goals are required on all federally funded construction projects. Many DBE firms are minority or female owned, which provides an opportunity for these companies to participate in these federally funded construction projects.

Public Works also has a goal of 5% growth year over year for the use of Certified Small Business Enterprise (CERT SBE) companies on its construction projects. The CERT SBE companies are further categorized into minority and female owned businesses that can be contracted with on Public Works' professional/technical and construction contracts.

Community Participation Level and Impact

Ramsey County staff worked with cities' staff to identify and include projects into the TIP. As each project begins its project development moving towards construction, the community will be engaged to ensure that the scope of the proposed project is consistent with community goals and values, as well as with local planned investments.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☐ Empower

Fiscal Impact
Ramsey County's estimated share of funding for these projects is included in Ramsey County's 2022-2026 Capital Improvement Program and Public Works 2022-2023 Operating Budget.

A summary of the 5-year TIP is included here (funding amounts listed are in millions):

	2022	2023	2024	2025	2026	Total
Roadways, Bridges, Sidewalks	$ 52.0	$ 51.5	$ 60.1	$ 26.0	$ 93.5	$ 283.1
Transitways	$142.9	$203.1	$305.8	$171.1	$223.7	$1,046.6
Total	$194.9	$254.6	$365.9	$197.1	$327.2	$1,329.7

County Manager Comments
No additional comments.

Last Previous Action
On December 21, 2021, a board workshop on the 2022-2026 Transportation Improvement Program was presented to the Ramsey County Board.

Attachments
1. 2022-2026 Transportation Improvement Program

RAMSEY COUNTY
Public Works

2022-2026
TRANSPORTATION IMPROVEMENT PROGRAM

Dale Street bridge reconstruction over I-94 in Saint Paul's Rondo neighborhood

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INTRODUCTION

With Transit and Transit Oriented Development and Active Living Ramsey County moving into the Public Works Department underneath the Multimodal Planning division in 2018, the Public Works Department is now responsible for the development of a true multimodal transportation system that prioritizes the needs of pedestrians, bicyclists, buses/trains, cars and trucks to be able to connect to the places that people want to go within and outside of the county. Enhancing the safety and functionality of that transportation network, for all users and all modes, is of the highest importance.

Annually, the Public Works Department develops a 5-year Transportation Improvement Program (TIP) that identifies projects that improve the county transportation system. Projects included in the TIP are identified in one of the following categories:

- Roadway Construction
- Roadway Pavement Preservation
- Pedestrian / Bicycle
- Stormwater
- Miscellaneous (i.e. traffic signals, retaining walls, guardrail, etc.)
- Transitways

Roadway reconstruction and pavement preservation projects also typically include improvements for people who walk and bike (i.e. pedestrian median refuge islands, American with Disabilities Act pedestrian ramp replacement, bicycle lanes, etc.).

The Transportation Improvement Program consists of a five-year schedule of projects proposed for implementation by the Ramsey County Department of Public Works. It prioritizes the use of the limited resources that are available for capital transportation projects by identifying which projects will be funded and when they will be constructed. It is also used to identify and maximize outside revenue sources and effectively plan for the growth and development of the county's transportation system.

The estimated costs identified in this program are based on Ramsey County's experience in the reconstruction of similar improvements. The four primary project cost estimates identified in the Transportation Improvement Program include:

- Planning/design
- Right of way acquisition
- Pavement preservation
- Construction

The Ramsey County Cost Participation Policy is included as Appendix A. This policy was revised by the Ramsey County Board of Commissioners as part of the 2013-2017 TIP on May 28, 2013.

The Ramsey County Department of Public Works annually reviews the projects within the Transportation Improvement Program. The availability of funding from all sources may affect whether a project remains in the Transportation Improvement Program, gets moved to a different year or is rescoped to a less costly project.

DEFINITIONS OF HEADINGS AND ABBREVIATIONS

Road No.:	County Road (CR) or County State Aid Highway (CSAH) number of road
Termini:	Beginning and ending of project
City:	Abbreviation for city or cities in which project is located
Work Proposed:	Type of work to be performed

Funds Types (listed in $ X 1,000):
CSAH - County State Aid Highway;
County - County contribution;
City – municipal contribution;
State - State funds;
Federal – Federal funds;
Other- other funding sources;
Total - Total cost of the project.

5-Year Transportation Improvement Program Funding Summary

Roadway Construction Improvements											
Road Name	Road No.	Termini	Lead Agency	City	Work Proposed	2022	2023	2024	2025	2026	Total
Cleveland Avenue	46	Como Ave. to Larpenteur Ave.	RC	FH/SP	Construction	$7,170					$7,170
County Road B	25	Snelling Ave.to Lexington Ave.	RC	RV	Construction	$320	$4,975				$5,295
County Road B2	78	at Lexington Ave.	RC	RV	Construction	$2,075					$2,075
County Road C	23	Lexington Ave. to Little Canada Road	RC	LC/RV	Planning/Design			$800	$1,000	$9,600	$11,400
County Road D	19	Greenbrier St. to CR D Cir.	RC	LC/VH/MW	Construction		$560	$700	$4,465		$5,725
County Road E	15	at Old Snelling Ave.	AH	AH	Construction	$400	$1,500				$1,900
County Road J	81	Centerville Rd.to Otter Lake Rd.	RC	NO/WBT	Construction	$1,050	$1,250	$29,400			$31,700
County Road J	81	at Hodgson Rd.	AC	SV	Construction	$400	$2,820				$3,220
Eustis Street	127	St Paul Border to Larpenteur Ave	RC	LD	Construction		$300	$610	$1,910		$2,820
Hodgson Road	49	Gramsie Rd. to CSAH 96	RC	SV/VH	Construction	$1,500	$11,365				$12,865
Jackson Street	55	Pennsylvania Ave. to Acker St.	RC	SP	Construction	$1,290	$500	$600		$10,760	$13,150
Jackson Street	55	Rose Ave. to Arlington Ave.	RC	SP	Construction	$1,485	$500	$600			$2,585
Lexington Avenue	51	CR E to I-694	RC	AH/SV	Construction	$12,485					$12,485
Lexington Parkway	51	Shepard Rd. to W. 7th St.	RC	SP	Construction	$4,000					$4,000
Maryland Avenue	31	Clark to Edgerton St.	RC	SP	Construction			$275	$200	$1,400	$1,875
Otter Lake Road	60	CSAH 96 to 4th Ave.	RC	WB	Construction		$1,100	$4,285			$5,385
Rice Street	49	CR B2 to South Owasso Blvd	RC	LC/RV	Planning/Design					$500	$500
Rice Street	49	Maryland Ave. to Wheelock Pkwy	RC	SP	Construction	$800	$600	$8,300			$9,700
Rice Street	49	Pennsylvania Ave. to Maryland Ave.	RC	SP	Construction	$800	$750		$8,000		$9,550
Rice Street	49	Wheelock Pkwy. to CR B	RC	MW/RV/SP	Construction	$940	$450			$7,805	$9,195
South Shore Blvd	94	White Bear Ave. to CR F	RC	WB/WBT	Construction	$4,110					$4,110
TCAAP Spine Road		CSAH 96 to CR H	RC	AH	Construction					$13,060	$13,060
TH120		TH36 Interchange	MnDOT	NSP	Construciton					$40,000	$40,000
White Bear Ave	65	Larpenteur Ave. to North St Paul Rd.	RC	MW/SP	Construction	$600	$8,375				$8,975
					Total	**$39,425**	**$35,045**	**$45,570**	**$15,575**	**$83,125**	**$218,740**

5-Year Transportation Improvement Program Funding Summary

Roadway Pavement Preservation Improvements											
Road Name	Road No.	Termini	Lead Agency	City	Work Proposed	2022	2023	2024	2025	2026	Total
Various					Preservation	$4,045	$7,700	$9,667	$5,000	$6,000	$32,412

Pedestrian / Bicycle Improvements											
Road Name	Road No.	Termini	Lead Agency	City	Work Proposed	2022	2023	2024	2025	2026	Total
Various					Ped/Bike	$2,975	$3,930	$2,642	$2,400	$2,125	$14,072

Stormwater Improvements											
Road Name	Road No.	Termini	Lead Agency	City	Work Type	2022	2023	2024	2025	2026	Total
Various					Stormwater	$1,735	$1,550	$600	$600	$600	$5,085

Miscellaneous Infrastructure Improvements											
Road Name	Road No.	Termini	Lead Agency	City	Work Type	2022	2023	2024	2025	2026	Total
Various					Miscellaneous	$3,800	$3,265	$1,600	$2,400	$1,600	$12,665
					Roadway Total	**$51,980**	**$51,490**	**$60,079**	**$25,975**	**$93,450**	**$282,974**

Transitway Improvements											
Transitway		Termini	Lead Agency	City	Work Type	2022	2023	2024	2025	2026	Total
Gold Line		Saint Paul, Woodbury	Metro Transit	Saint Paul	Various	$92,100	$153,240	$148,350	$13,700		$457,290
Rush Line		Saint Paul, White Bear Lake	Ramsey County	STP, MW, VH, GL, WBL, WBT	Various	$42,350	$49,490	$127,670	$127,670	$127,670	$367,180
Riverview		Saint Paul, Bloomington	Ramsey County	Saint Paul	Various	$8,500	$360	$29,730	$29,730	$96,000	$68,320
					Transitway Total	**$142,950**	**$203,090**	**$305,750**	**$171,100**	**$223,670**	**$892,790**
					Overall Total	**$194,930**	**$254,580**	**$365,829**	**$197,075**	**$317,120**	**$1,175,764**

2022 Projects

Roadway Construction Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Cleveland Avenue	46	Como Ave. to Larpenteur Ave.	RC	FH/SP	Construction	$4,800			$2,370				$7,170
County Road B	25	Snelling Ave.to Lexington Ave.	RC	RV	Right of way	$160			$160				$320
County Road B2	78	at Lexington Ave.	RC	RV	Construction	$1,275			$50		$750		$2,075
County Road E	15	at Old Snelling Ave.	AH	AH	Right of way	$200			$200				$400
County Road J	81	Centerville Rd. to Otter Lake Rd.	RC	NO/WBT	Planning/Design	$200			$50	$800			$1,050
County J	81	at Hodgson Rd.	Anoka County	SV/LL	Right of way			$150	$250				$400
Hodgson Road	49	Gramsie Rd. to CSAH 96	RC	SV/VH	Design/Right of way			$1,000	$500				$1,500
Jackson Street	55	Pennsylvania Ave. to Acker St.	RC	SP	Planning/Design	$1,000			$290				$1,290
Jackson Street	55	Rose Ave. to Arlington Ave.	RC	SP	Planning/Design	$1,200			$285				$1,485
Lexington Avenue	51	CR E to I-694	RC	AH/SV	Construction	$10,200			$1,260	$1,025			$12,485
Lexington Parkway	51	Shepard Rd. to W. 7th St.	RC	SP	Construction				$1,500		$2,500		$4,000
Rice Street	49	Maryland Ave. to Wheelock Pkwy	RC	SP	Planning/Design			$500	$300				$800
Rice Street	49	Pennsylvania Ave. to Maryland Ave.	RC	SP	Planning/Design			$500	$300				$800
Rice Street	49	Wheelock Pkwy. to CR B	RC	MW/RV/SP	Planning/Design			$800	$140				$940
South Shore Blvd	94	White Bear Ave. to CR F	RC	WB/WBT	Construction		$1,410		$100	$2,600			$4,110
White Bear Avenue	65	Larpenteur Ave. to North St Paul Rd.	RC	MW/SP	Right of way	$300			$300				$600
Total						**$19,335**	**$1,410**	**$2,950**	**$8,055**	**$4,425**	**$3,250**	**$0**	**$39,425**

Roadway Pavement Preservation Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
County Road B	25	Dale St. to Rice St.	RC	RV	Pavement Preservation		$290						$290
Hugo Rd	154	Park Ave. to County Rd J	RC	WBT	Pavement Preservation		$440			$440			$880
Jackson Street	55	Arlington Ave. to Larpenteur Ave.	RC	SP	Pavement Preservation		$170						$170
Lexington Avenue	51	Highway 36 to County Rd C2	RC	RV	Pavement Preservation		$760						$760
Old Highway 8	77	CR D to 5th Ave.	RC	NB	Right of way		$55		$55				$110
Randolph Avenue	38	I-35E to West 7th St.	RC	SP	Pavement Preservation		$485						$485
Rice Street	49	County Rd B2 to Owasso Blvd N	RC	LC/RV	Pavement Preservation			$875					$875
St Paul Avenue	46	Edgcumbe Rd. to Cleveland Ave.	RC	SP	Pavement Preservation		$475						$475
Total						**$0**	**$2,675**	**$875**	**$55**	**$440**	**$0**	**$0**	**$4,045**

2022 Projects

Pedestrian / Bicycle Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
County Road F	12	McKnight Rd. to Gisella Ave.	WBL	WBL	Construction		$75		$75				$150
Jackson Street	55	Arlington St. to Wheelock Pkwy	RC	SP	Planning/Design		$50		$50				$100
Lexington Avenue	51	Woodhill Dr. north ~600'	RV	RV	Construction		$100		$100				$200
Mounds View Blvd	10	Pleasant View Rd. to Groveland Ave.	MV/SLP	MV/SLP	Planning Design		$50		$50				$100
Parkway Avenue	27	Larpenteur Ave. to US61	MW	MW	Construction		$150		$150				$300
University Avenue	34	Wheeler St. to Arundel St.	RC	SP	Construction		$60				$860		$920
Lexington Avenue	51	at Roayal Oaks Drive	RC	SV	Construction		$25		$25			$80	$130
Various					Ped/Bike Facilities		$275						$275
Various					ADA Compliance		$800						$800
Total						**$0**	**$1,585**	**$0**	**$450**	**$0**	**$860**	**$80**	**$2,975**

Stormwater Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
County Road B	25	at I-35E	RC	LC/MW	Planning/Design		$200						$200
Edgerton Street	58	at Centerville Rd.	RC	VH	Planning/Design		$220						$220
Hamline Avenue	50	at Clarmar Ave.	RV	RV	Right of Way		$150		$150				$300
Lambros Ditch	NA	Lake Johanna to Johanna Marsh	RC	AH	Construction		$370						$370
County Road D	19	at Woodhill Ct E.	RWMWD	MW	Construction		$45		$100				$145
Various					Drainage Systems		$500						$500
Total						**$0**	**$1,485**	**$0**	**$250**	**$0**	**$0**	**$0**	**$1,735**

2022 Projects

Miscellaneous Infrastructure Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Hamline Avenue	50	At Hwy 36	MnDOT	RV	Signal Reconstruction		$190		$95	$95			$380
Marion Street	56	St Anthony Ave. to Como Ave.	SP	SP	Construction		$250		$250				$500
Pierce Butler Route	33	at Minnehaha Ave.	SP	SP	Signal Reconstruction		$835		$185				$1,020
Silver Lake Road	44	I-694 South and North Ramps	MnDOT	NB	Signal Reconstruction		$310		$80	$310			$700
Various					Bridges		$100						$100
Various					Roadway Appurtenances		$100						$100
Various					Traffic Signals		$300						$300
Various					Traffic Studies		$500						$500
Various					Crack Seal		$200						$200
Total						**$0**	**$2,785**	**$0**	**$610**	**$405**	**$0**	**$0**	**$3,800**

Roadway Total	$19,335	$9,940	$3,825	$9,420	$5,270	$4,110	$80	$51,980

Transitway Improvements												
Transitway		Termini	Lead Agency	City	Work Type	Federal 5309	CTIB / State	Henn Co / HCRRA	Wash Co / WCRRA	Ramsey County	RCRRA	Total
Gold Line		Saint Paul, Woodbury	Metro Transit	Saint Paul	Construction	$32,530	$3,900		$27,830	$3,690	$24,150	$92,100
Rush Line		Saint Paul, White Bear Lake	Metro Transit	STP, MW, VH, GL, WBL, WBT	Planning/Design	$630				$26,630	$15,090	$42,350
Riverview		Saint Paul, Bloomington	Ramsey County	Saint Paul	Planning/Design						$8,500	$8,500
Total						**$33,160**	**$3,900**	**$0**	**$27,830**	**$30,320**	**$47,740**	**$142,950**

2023 Projects

Roadway Construction Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
County Road B	25	Snelling Ave.to Lexington Ave.	RC	RV	Construction	$3,535			$1,440				$4,975
County Road D	19	Greenbrier St. to CR D Cir.	RC	LC/MW/VH	Planning/Design	$450			$110				$560
County Road E	15	at Old Snelling Ave.	RC	AH	Construction	$1,125			$375				$1,500
County Road J	81	Centerville Rd. to Otter Lake Rd.	RC	NO/WBT	Right of way	$500			$500			$250	$1,250
County Road J	81	at Hodgson Rd.	Anoka	SV/LL	Construction	$1,000			$20			$1,800	$2,820
Eustis Street	127	St Paul Border to Larpenteur Ave.	RC	LD	Planning/Design		$250		$50				$300
Hodgson Road	49	Gramsie Rd. to CSAH 96	RC	SV/VH	Construction			$9,640	$1,725				$11,365
Jackson Street	55	Pennsylvania Ave. to Acker St.	RC	SP	Right of way	$300			$200				$500
Jackson Street	55	Rose Ave. to Arlington Ave.	RC	SP	Right of way	$300			$200				$500
Otter Lake Rd	60	CSAH 96 to 4th St.	RC	WB	Right of way	$550			$550				$1,100
Rice Street	49	Maryland Ave. to Wheelock Pkwy	RC	SP	Right of way			$300	$300				$600
Rice Street	49	Pennsylvaniua Ave. to Maryland Ave.	RC	SP	Right of way			$500	$250				$750
Rice Street	49	Wheelock Pkwy to CR B	RC	SP/MW/RV	Right of way			$300	$150				$450
White Bear Avenue	65	Larpenteur Ave. to North St Paul Rd.	RC	MW/SP	Construction	$7,825			$550				$8,375
Total						**$15,585**	**$250**	**$10,740**	**$6,420**	**$0**	**$0**	**$2,050**	**$35,045**

Roadway Pavement Preservation Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Beam Avenue	20	US 61 to Swanson St. (Mall Entrance)	RC	MW	Pavement Preservation		$760						$760
Cleveland Avenue	46	Ford Pkwy to Randolph Ave.	RC	SP	Pavement Preservation		$285						$285
County Road E	15	Lexington Ave. to Victoria St.	RC	SV	Pavement Preservation		$190						$190
Labore Road	108	CR E to Goose Lake Rd.	RC	GL/VH	Pavement Preservation		$240						$240
Larpenteur Avenue	30	East Shore Dr to Flandrau St.	RC	MW/SP	Pavement Preservation		$550						$550
Maryland Ave	31	Rice St. to Jackson St.	RC	SP	Preservation/Signals		$555		$100				$655
McKnight Road	68	11th Ave. to CR D	RC	MW/NSP	Pavement Preservation		$550						$550
Old Highway 8	77	CR E to 5th St. NW	RC	NB	Preservation/Signals	$800	$1,800		$300				$2,900
Old Snelling Ave N	76	CR E to County Highway 96	RC	AH	Pavement Preservation		$1,030						$1,030
Randolph Avenue	38	Cleveland Ave. to Brimhall St.	RC	SP	Pavement Preservation		$540						$540
Total						**$800**	**$6,500**	**$0**	**$400**	**$0**	**$0**	**$0**	**$7,700**

2023 Projects

Pedestrian / Bicycle Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Cleveland Avenue	46	Iona Ln. to CR C2	RV	RV	Construction		$150		$150				$300
Jackson Street	55	Arlington St. to Wheelock Pkwy	RC	SP	Right of Way		$100		$100				$200
Koehler Road	14	Edgerton St. to Centerville Rd.	VH	VH	Construction		$200		$150		$500		$850
Larpenteur Avenue	30	Dale St. to Farrington St.	SP	SP	Construction		$200		$200				$400
Larpenteur Avenue	30	Hamline Ave. to Victoria St.	SP	SP	Construction		$240		$240				$480
Lexington Avenue	51	Sandhurst Dr. to Sherren St.	RV	RV	Construction		$170		$170				$340
Mounds View Blvd	10	Pleasant View Rd. to Groveland Ave.	MV/SLP	MV/SLP	ROW/Construction		$125		$125				$250
Various					Ped/Bike Facilities	$140	$170						$310
Various					ADA Compliance		$800						$800
Total						**$140**	**$2,155**	**$0**	**$1,135**	**$0**	**$500**	**$0**	**$3,930**

Stormwater Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Hamline Avenue	50	at Clarmar Ave.	RV	RV	Construction		$75		$75				$150
County Road B	25	at I-35E	RC	LC/MW	ROW/Construction		$250		$100				$350
Edgerton Street	58	at Centerville Rd.	RC	VH	ROW/Construction		$300		$150				$450
Various					Drainage Systems		$600						$600
Total						**$0**	**$1,225**	**$0**	**$325**	**$0**	**$0**	**$0**	**$1,550**

2023 Projects

Miscellaneous Infrastructure Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Fairview Avenue	48	at TH 36 ramps	MnDOT	RV	Signal reconstruction	$310			$80	$310			$700
Little Canada Road	21	at I-35E Ramps	MnDOT	LC	Signal reconstruction	$440			$65	$410			$915
McKnight Road and White Bear Avenue	68 & 65	at TH5	MnDOT	SP/MW	Signal reconstruction	$350							$350
Various					Bridges		$400						$400
Various					Roadway Appurtenances		$400						$400
Various					Traffic Signals		$200						$200
Various					Traffic Studies		$100						$100
Various					Crack Seal		$200						$200
Total						**$1,100**	**$1,300**	**$0**	**$145**	**$720**	**$0**	**$0**	**$3,265**

Roadway Total	$17,625	$11,430	$10,740	$8,425	$720	$500	$2,050	$51,490

Transitway Improvements												
Transitway		Termini	Lead Agency	City	Work Type	Federal 5309	CTIB / State	Henn Co / HCRRA	Wash Co / WCRRA	Ramsey County	RCRRA	Total
Gold Line		Saint Paul, Woodbury	Metro Transit	Saint Paul	Construction	$142,000	$6,720		$2,170	$0	$2,350	$153,240
Rush Line		Saint Paul, White Bear Lake	Metro Transit	STP, MW, VH, GL, WBL, WBT	Planning/Design	$620				$46,270	$2,600	$49,490
Riverview		Saint Paul, Bloomington	Ramsey County	Saint Paul	Planning/Design						$360	$360
Total						**$142,620**	**$6,720**	**$0**	**$2,170**	**$46,270**	**$5,310**	**$203,090**

2024 Projects

Roadway Construction Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
County Road C	23	Lexington Ave. to Little Canada Rd.	RC	LC/RV	Planning/Design	$500			$300				$800
County Road D	19	Greenbrier St. to CR D Cir.	RC	LC/MW/VH	Right of way	$350			$350				$700
County Road J	81	Centerville Rd. to Otter Lake Rd.	RC	NO/WBT	Construction	$5,000			$1,900	$15,000	$7,000	$500	$29,400
Eustis Street	127	St Paul Border to Larpenteur Ave.	RC	LD	Right of way		$305		$305				$610
Jackson Street	55	Pennsylvania Ave. to Acker St.	RC	SP	Right of way	$300			$300				$600
Jackson Street	55	Rose Ave. to Arlington Ave.	RC	SP	Right of way	$300			$300				$600
Maryland Avenue	31	Clark St. to Edgerton St.	RC	SP	Planning/Design	$200			$75				$275
Otter Lake Road	60	CSAH 96 to 4th St.	RC	WB	Construction	$4,055			$230				$4,285
Rice Street	49	Maryland Ave. to Wheelock Pkwy	RC	SP	Construction			$5,000	$1,300		$2,000		$8,300
Total						**$10,705**	**$305**	**$5,000**	**$5,060**	**$15,000**	**$9,000**	**$500**	**$45,570**

Roadway Pavement Preservation Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
County Road C	23	Hazelwood St. to White Bear Ave.	RC	MW	Preservation		$470						$470
County Road D	19	Silver Lake Rd. to US88	RC	SA/NB/RV	Preservation		$1,170						$1,170
County Road E	99	Victoria St. to 555' East	RC	SV	Preservation		$70						$70
County Road J	81	Everton Ave. to Hugo Rd.	RC	WBT	Preservation		$150						$150
Dale Street	53	Como Ave. to TH36	RC	RV/SP	Preservation/Signals	$650			$650		$2,000		$3,300
Division Street	151	Stillwater Rd. to Park Ave.	RC	WBT	Preservation		$150						$150
Hamline Avenue	50	CR C to Snelling Ave.	RC	RV/AH	Preservation		$717						$717
Long Avenue	152	8th St. to 12th St.	RC	WBL	Preservation		$200						$200
Lower Afton Road	39	McKnight Rd. to Century Ave.	RC	MW	Preservation		$535						$535
Maryland Avenue	31	Lakewood Dr. to TH120	RC	MW	Preservation		$405						$405
McKnight Road	68	Carver Ave. to Londin ln.	RC	MW/SP	Preservation		$770						$770
Northwest Avenue	89	CSAH 96 to Buffalo St.	RC	WBL/WBT	Preservation		$300						$300
Portland Avenue	71	CSAH 96 to Buffalo St.	RC	WBT	Preservation		$300						$300
Silver Lake Road	44	Mississippi Street to Mounds View Blvd	RC	NB/MV	Preservation		$1,130						$1,130
Total						**$650**	**$6,367**	**$0**	**$650**	**$0**	**$2,000**	**$0**	**$9,667**

2024 Projects

Pedestrian / Bicycle Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Jackson Street	55	Arlington to Wheelock	RC	SP	Construction		$400		$100				$500
Lexington Avenue	51	TH36 to B2	RV	RV	Construction		$121		$121				$242
Various					Ped/Bike Facilities	$625	$675						$1,300
Various					ADA Compliance		$600						$600
Total						**$625**	**$1,796**	**$0**	**$221**	**$0**	**$0**	**$0**	**$2,642**

Stormwater Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Oasis Pond	NA	To Lake Johanna	RCWD	AH	Planning Design		$20						$20
Various					Drainage Systems		$580						$580
Total						**$0**	**$580**	**$0**	**$0**	**$0**	**$0**	**$0**	**$600**

2024 Projects

Miscellaneous Infrastructure Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Various					Bridges		$400						$400
Various					Roadway Appurtenances		$400						$400
Various					Traffic Signals		$500						$500
Various					Traffic Studies		$100						$100
Various					Crack Seal		$200						$200
Total						**$0**	**$1,600**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,600**

Roadway Total	**$11,980**	**$10,648**	**$5,000**	**$5,931**	**$15,000**	**$11,000**	**$500**	**$60,079**

Transitway Improvements												
Transitway		Termini	Lead Agency	City	Work Type	Federal 5309	CTIB / State	Henn Co / HCRRA	Wash Co / WCRRA	Ramsey County	RCRRA	Total
Gold Line		Saint Paul, Woodbury	Metro Transit	Saint Paul	Construction	$60,520	$3,130		$43,690	$19,210	$21,800	$148,350
Rush Line		Saint Paul, White Bear Lake	Metro Transit	STP, MPL, VH, GL, WBL, WBT	Construction	$77,420				$37,480	$12,770	$127,670
Riverview		Saint Paul, Bloomington	Ramsey County	Saint Paul	Planning/Design			$8,920		$18,730	$2,080	$29,730
Total						**$137,940**	**$3,130**	**$8,920**	**$43,690**	**$75,420**	**$36,650**	**$305,750**

2025 Projects

Roadway Construction Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
County Road C	23	Lexington Ave. to Little Canada Road	RC	LC/RV	Right of Way	$600			$400				$1,000
County Road D	19	Greenbrier St. to CR D Cir.	RC	LC/MW/VH	Construction	$3,965			$500				$4,465
Eustis Street	127	St Paul Border to Larpenteur Ave.	RC	LD	Construction		$1,800		$110				$1,910
Maryland Avenue	31	Clark St. to Edgerton St.	RC	SP	Right of Way	$100			$100				$200
Rice Street	49	Pennsylvania Ave. to Maryland Ave.	RC	SP	Construction			$6,500	$1,500				$8,000
Total						**$4,665**	**$1,800**	**$6,500**	**$2,610**	**$0**	**$0**	**$0**	**$15,575**

Roadway Pavement Preservation Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Dale Street	53	Grand Ave. to Inglehart St.	RC	SP	Preservation		$200						$200
Fairview Avenue	48	Roselawn Ave. to CR B2	RC	RV	Preservation		$750						$750
Little Canada Road	23	Country Dr. to Centerville Rd.	RC	LC	Preservation		$350						$350
Long Lake Road/10th Street	45/12	I-694 to Old Hwy 8	RC	NB	Preservation		$410						$410
White Bear Avenue	65	Frost Ave. to Beam Ave.	RC	MW	Preservation		$700						$700
Various					Pavement Preservation	$1,000	$1,590						$2,590
Total						**$1,000**	**$4,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$5,000**

2025 Projects

Pedestrian / Bicycle Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Larpenteur Avenue	30	McKnight Ave to Sterling St	MW	MW	Planning/Design	$500			$500				$1,000
Various					Ped/Bike Facilities	$400	$400						$800
Various					ADA Compliance		$600						$600
Total						**$900**	**$1,000**	**$0**	**$500**	**$0**	**$0**	**$0**	**$2,400**

Stormwater Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Oasis Pond	NA	To Lake Johanna	RCWD	AH	Planning Design		$20						$20
Various					Drainage Systems		$580						$580
Total						**$0**	**$600**	**$0**	**$0**	**$0**	**$0**	**$0**	**$600**

Miscellaneous Infrastructure Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
County Road I		At Hamline	SV	SV	Intersection Realignment & Trail Construction		$400		$400				$800
Various					Bridges		$400						$400
Various					Roadway Appurtenances		$400						$400
Various					Traffic Signals		$500						$500
Various					Traffic Studies		$100						$100
Various					Crack Seal		$200						$200
Total						**$0**	**$2,000**	**$0**	**$400**	**$0**	**$0**	**$0**	**$2,400**

Total	**$6,565**	**$9,400**	**$6,500**	**$3,510**	**$0**	**$0**	**$0**	**$25,975**

Transitway Improvements												
Transitway		Termini	Lead Agency	City	Work Type	Federal 5309	CTIB / State	Henn Co / HCRRA	Wash Co / WCRRA	Ramsey County	RCRRA	Total
Gold Line		Saint Paul, Woodbury	Metro Transit	Saint Paul	Construction	$4,290			$3,870	$5,540	$0	$13,700
Rush Line		Saint Paul, White Bear Lake	Metro Transit	STP, MPL, VH, GL, WBL, WBT	Construction	$77,420				$37,480	$12,770	$127,670
Riverview		Saint Paul, Bloomington	Ramsey County	Saint Paul	Planning/Design			$8,920		$18,730	$2,080	$29,730
Total						**$81,710**	**$0**	**$8,920**	**$3,870**	**$61,750**	**$14,850**	**$171,100**

2026 Projects

Roadway Construction Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
County Road C	23	Lexington Ave. to Little Canada Rd.	RC	LC/RV	Construction	$2,100			$500	$7,000			$9,600
Jackson Street	55	Pennsylvania Ave. to Acker St.	RC	SP	Construction	$3,060			$500	$7,200			$10,760
Maryland Avenue	31	Clark St. to Edgerton St.	RC	SP	Construction	$1,200			$200				$1,400
Rice Street	49	CR B2 to South Owasso Blvd	RC	LC/RV	Planning/Design	$250			$250				$500
Rice Street	49	Wheelock Pkwy. to CR B	RC	MW/RV/SP	Construction			$7,000	$805				$7,805
TCAAP Spine Road		CSAH 96 to CR H	RC	AH	Construction							$13,060	$13,060
TH36/TH120		Interchange	MnDOT	NSP	Construction							$40,000	$40,000
													$0
Total						**$6,610**	**$0**	**$7,000**	**$2,255**	**$14,200**	**$0**	**$53,060**	**$83,125**

Roadway Pavement Preservation Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Various					Pavement Preservation	$1,400	$4,600						$6,000
Total						**$1,400**	**$4,600**	**$0**	**$0**	**$0**	**$0**	**$0**	**$6,000**

2026 Projects

Pedestrian / Bicycle Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Larpenteur Avenue	30	McKnight Ave to Sterling St	MW	MW	Right of Way		$100		$25				$125
Various					Ped/Bike Facilities	$600	$600						$1,200
Various					ADA Compliance		$800						$800
Total						**$600**	**$1,500**	**$0**	**$25**	**$0**	**$0**	**$0**	**$2,125**

Stormwater Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Oasis Pond	NA	To Lake Johanna	RCWD	AH	Planning Design		$20						$20
Various					Drainage Systems		$580						$580
Total						**$0**	**$600**	**$0**	**$0**	**$0**	**$0**	**$0**	**$600**

Miscellaneous Infrastructure Improvements													
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	Federal	Other	Total
Various					Bridges		$400						$400
Various					Roadway Appurtenances		$400						$400
Various					Traffic Signals		$500						$500
Various					Traffic Studies		$100						$100
Various					Crack Seal		$200						$200
Total						**$0**	**$1,600**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,600**

Total	**$8,610**	**$8,300**	**$7,000**	**$2,280**	**$14,200**	**$0**	**$53,060**	**$93,450**

Transitway Improvements												
Transitway		Termini	Lead Agency	City	Work Type	Federal 5309	CTIB / State	Henn Co / HCRRA	Wash Co / WCRRA	Ramsey County	RCRRA	Total
Rush Line		Saint Paul, White Bear Lake	Metro Transit	STP, MPL, VH, GL, WBL, WBT	Construction	$77,420				$37,480	$12,770	$127,670
Riverview		Saint Paul, Bloomington	Ramsey County	Saint Paul	Planning/Design			$28,800		$60,480	$6,720	$96,000
Total						**$77,420**	**$0**	**$28,800**	**$0**	**$97,960**	**$19,490**	**$223,670**

2022-2026 Deficient Bridges

Location	Road No.	Termini	Bridge No.	Sufficiency Rating	Fed. Replacement Eligible?	Fed. Rehab. Eligible?	State Eligible?	Year
Jackson Street	55	over BNSF RR	5664	47.5	no	no	yes	2027
Jackson Street	55	over BNSF RR	90408	66.1	no	no	yes	2026
Jackson Street	55	over BNSF RR	90409	33.6	no	no	yes	2026
Old Highway 8	77	over MCRR	4533	45.9	no	no	yes	TBD
County Road C	23	over BNSF RR	62519	43.6	yes	yes	yes	2026
Lexington Avenue	51	over BNSF RR	5583	37.8	yes	yes	yes	TBD

APPENDIX A
Ramsey County Public Works
Cost Participation Policy
Approved May 28, 2013

The intent of Ramsey County's Public Works Cost Participation Policy is to equitably distribute the cost of construction and major maintenance projects between the County and its partner communities. The policy recognizes that projects undertaken by the County should benefit the County and provide local benefits to the communities in which they are completed. The policy also defines the County's contributions to locally-initiated projects. All County cost contributions are subject to project feasibility and availability of funding.

The policy, as amended on May 28, 2013, reflects Ramsey County's commitment to develop a safe, effective, multimodal transportation system for users of all abilities and incomes. It is upon that foundation the Public Works Department will work with partnering agencies to ensure investments in construction and major maintenance accommodate an appropriate mix of motorized and non-motorized travel options. County cost participation levels have been selectively increased in recognition of the growing importance of integrating pedestrian, bicycle, transit and American Disabilities Act (ADA) features into transportation planning and implementation. Amended policy provisions also remove former provisions which identified differing cost participation levels when federal funds have been secured. In the event unique design considerations or project impacts are identified, the Director of Public Works may negotiate mutually beneficial deviations from this policy, subject to review and approval of the County Board.

Ramsey County Public Works
Cost Participation Policy

Ramsey County Public Works Cost Participation Policy for the
Reconstruction and Major Maintenance of County Roads and County State Aid Highways

ITEM:	COUNTY SHARE:	NOTES:
Right of Way	50%	County cost participation on right of way acquisition may be reduced or eliminated where the acquisition is specifically for detached trails, aesthetics, or special design elements requested by municipalities or other project partners. County participation on right of way acquisition applies only to construction projects and shall be 0% for maintenance projects, except where additional right of way is required to accommodate improvements within the curb or shoulder line.
Removals	100%	
Travel Lanes	100%	
Parking Lanes	25%	100% in cities under 5,000 population or in White Bear Township. 100% on maintenance pavement preservation projects.
Shoulders	100%	100% of the width required to meet State Aid design standards. 100% in cities under 5,000 population or in White Bear Township. 100% on maintenance pavement preservation projects. 50% outside of the required width.

ITEM:	COUNTY SHARE:	NOTES:
Concrete Curb & Gutter (new)	25%	
Concrete Curb & Gutter (replacement)	100%	100% if in serviceable condition, as determined by the County Engineer; otherwise negotiable. 100% of curb and gutter as part of median construction required for traffic channelization or to serve as a pedestrian refuge.
Storm Sewer	% Eligible for State Aid	
Culverts	100%	
Water Main Modification	100%	100%, if required for construction. 0% on betterments.
Sanitary Sewer Modification	100%	100%, if required for construction. 0% on betterments
Private Utility Relocation	0%	
Traffic Signals	100% of County Legs	Traffic Signal construction is addressed in a separate policy (County Board Resolution 81-1001). Electrical power shall be paid by the municipality.

ITEM:	COUNTY SHARE:	NOTES:
Roundabouts	100% of County Legs	
Retaining Walls	50%	50% when retaining walls are constructed in lieu of right of way acquisition or to mitigate impacts; by negotiation when necessitated by design parameters.
Grading Outside of Curb	100%	100% of area required for road construction. 50% of grading required specifically for sidewalks, trails, or other amenities.
Medians	100%	100% of a standard concrete median design, including curb and gutter; municipalities shall pay for the additional cost of any decorative or aesthetic treatments.
Sidewalks (new)	50%	Includes grading, aggregate base, surfacing, and pedestrian ramps.
Sidewalks (replacement)	100%	100% if in serviceable condition, as determined by the County Engineer; otherwise negotiable.
Bituminous Trail (new)	50%	Includes grading, aggregate base, surfacing, and pedestrian ramps.
Bituminous Trail (replacement)	100%	100% if in serviceable condition, as determined by the County Engineer; otherwise negotiable.

ITEM:	COUNTY SHARE:	NOTES:
Trail/Sidewalk Grade Separation	0% to 50%, by negotiation	Bridge or underpass construction.
Street Lighting	0%	Street Lighting as part of a traffic signal shall be paid 100% by County. Electrical power shall be paid by the municipality.
Replacement Trees	100%	100%, if 1:1 replacement; 50%, if greater than 1:1
Fence	100%	100% if serviceable; 0% if in County R/W
Turf Restoration	100%	
Amenities and Aesthetics	0%	Special surface treatments, ground covers, or plantings, ornamental railings, etc.
Driveway Replacement	100%	
Stormwater Treatment	% eligible for State Aid	Maintenance shall be based on contributing flows.

ITEM:	COUNTY SHARE:	NOTES:
Preliminary/Design Engineering	% of Participation	
Construction Engineering	% of Participation	

All County participation is subject to the availability of funds.

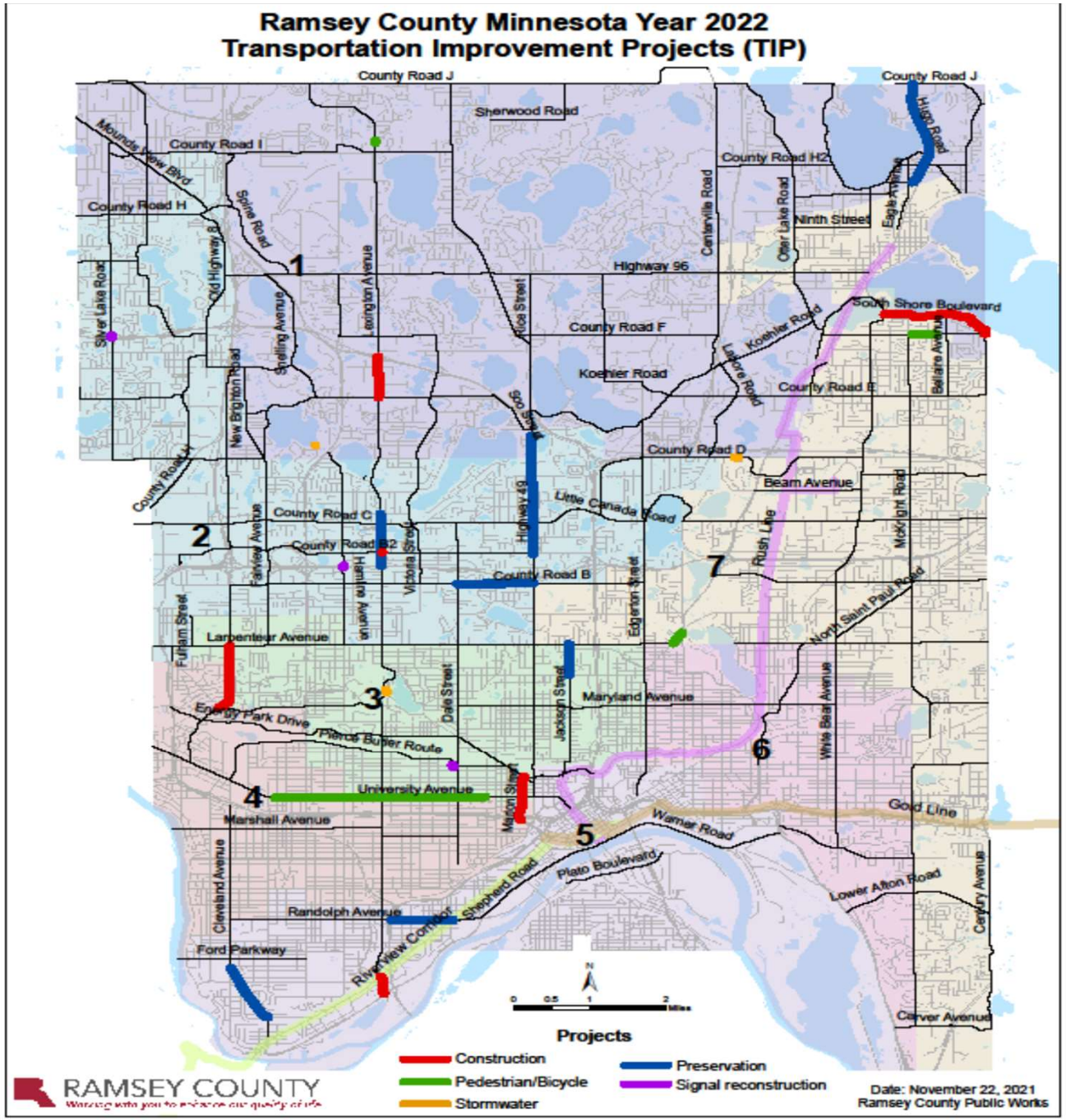
On Federal Aid Projects, the federal funds shall be applied to all eligible items before cost participation is calculated. Federal participation is typically 50-80% of the total project cost.

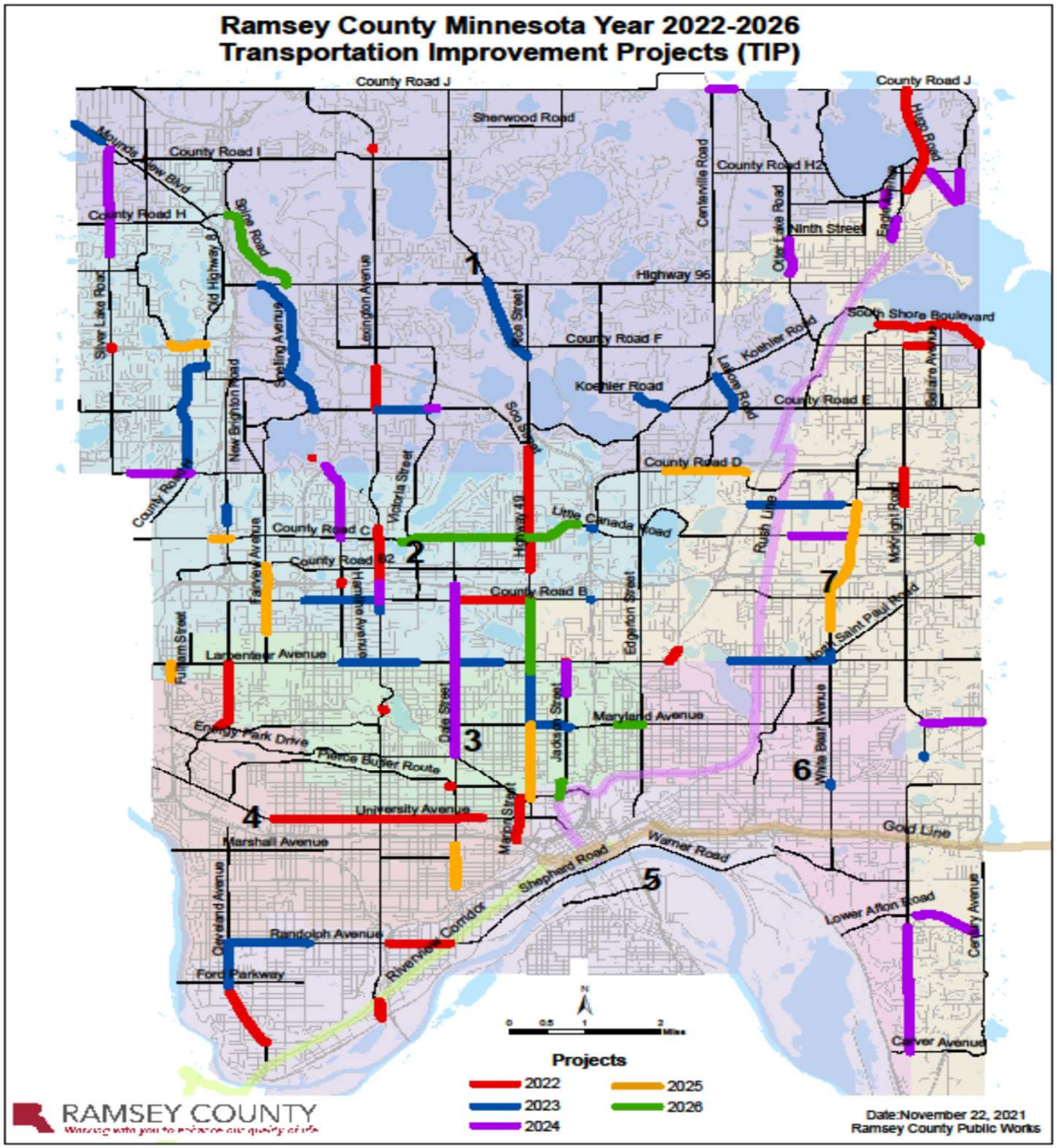
Right of Way (ROW) acquisition continues to grow in cost and complexity. Setting the County Cost share at 50% is intended to make the County an equal partner with the municipality(s), regardless of funding source(s) secured for a project. Early creation of a cooperative partnership helps ensure project scoping and alternatives analysis are comprehensive and consider all benefits and costs -- including right of way cost and impacts. Joint efforts can also identify specific locations where extraordinary ROW impacts are likely. In those cases, the County and City(s) can revisit available options or consider appropriate design changes. Timely recognition of unavoidable impacts can provide additional time for all parties to secure their respective funding sources. Redevelopment and/or future land use changes may also provide an opportunity to reduce conflicts with programmed improvements. Individual parcels which present exceptional challenges may justify an unequal distribution of City/County cost shares for consideration and approval of the County Board.

Retaining Walls are generally constructed to reduce right of way impacts or to protect environmental resources such as wetlands or wooded areas. County cost participation will be at the 50% level for those wall installations similar to ROW cost participation. In situations where wall options are locally preferred or part of a community's aesthetic design goals, County participation will be reduced or eliminated. Resulting County contributions will be limited to benefits reducing impacts to adjoining properties or environmental resources.

Trail/Sidewalk Grade Separations are desirable bike and pedestrian features but can be cost prohibitive in many settings. ADA compliance and mitigating access/safety issues often add substantial construction costs to otherwise straightforward structures - particularly in locations where space is limited. Design options can also vary from simple box culvert underpasses to elaborate bridge structures. The intent of a negotiated cost participation level of 0-50% is an acknowledgement of the enormous range in costs that may be proposed. It is important County participation adhere to sound benefit/cost considerations. County participation levels may also consider the availability of federal or other outside funding sources that materially reduce County and local shares.

APPENDIX B
Project Location Maps


Ramsey County Minnesota Year 2022
Transportation Improvement Projects (TIP)
County Road J
Sherwood Road
County Road I
Mounds View Blvd
County Road H
Spine Road
Old Highway 8
Silver Lake Road
Snelling Avenue
New Brighton Road
Lexington Avenue
Rice Street
Highway 96
County Road F
Koehler Road
Centerville Road
Otter Lake Road
County Road H2
Ninth Street
Eagle Avenue
Hugo Road
South Shore Boulevard
Lake Road
County Road E
Bellaire Avenue
County Road D
Beam Avenue
McKnight Road
Cope Street
Highway 49
Little Canada Road
County Road C
County Road C2
Fairview Avenue
Hamline Avenue
Victoria Street
County Road B
Edgerton Street
Rush Line
North Saint Paul Road
Fulham Street
Larpenteur Avenue
Dale Street
Jackson Street
Maryland Avenue
Energy Park Drive
Pierce Butler Route
White Bear Avenue
University Avenue
Marion Street
Marshall Avenue
Warner Road
Gold Line
Plato Boulevard
Shepard Road
Lower Afton Road
Cleveland Avenue
Randolph Avenue
Ford Parkway
RiverView Corridor
Century Avenue
Carver Avenue
1
2
3
4
5
6
7
Projects
Construction
Pedestrian/Bicycle
Stormwater
Preservation
Signal reconstruction
RAMSEY COUNTY
Date: November 22, 2021
Ramsey County Public Works


Ramsey County Minnesota Year 2022-2026
Transportation Improvement Projects (TIP)
County Road J
Sherwood Road
County Road I
County Road H
County Road H2
Centerville Road
Otter Lake Road
Ninth Street
Highway 96
South Shore Boulevard
County Road F
Koehler Road
County Road E
County Road D
Little Canada Road
County Road C
County Road B2
County Road B
Larpenteur Avenue
Maryland Avenue
Pierce Butler Route
University Avenue
Marshall Avenue
Randolph Avenue
Ford Parkway
Shepard Road
Warner Road
Riverview Corridor
Lower Afton Road
Carver Avenue
Old Highway 8
Silver Lake Road
New Brighton Road
Fairview Avenue
Victoria Street
Soo Street
Highway 49
Rice Street
Edgerton Street
Jackson Street
Dale Street
Marion Street
Cleveland Avenue
Rush Line
White Bear Avenue
Century Avenue
Hugo Road
Eagle Avenue
Solaire Avenue
McKnight Road
North Saint Paul Road
Gold Line
1
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4
5
6
7
Projects
2022
2023
2024
2025
2026
RAMSEY COUNTY
Date:November 22, 2021
Ramsey County Public Works

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

Board of Commissioners

Request for Board Action

Item Number: 2021-680 **Meeting Date:** 1/11/2022

Sponsor: Library

Title
Appointments to the Ramsey County Library Board

Recommendation
Appoint David Perry and Grace Atkins to the Ramsey County Library Board for three-year terms beginning January 11, 2022 and ending December 31, 2024.

Background and Rationale
Minnesota Statutes section 134.09, subdivision 1 describes the authority of a county board of commissioners to appoint members to the Ramsey County Library Board of Trustees (Library Board). The Ramsey County Board of Commissioners appoints seven members to the Library Board. Members must be residents of suburban Ramsey County. For more information on the Ramsey County Library Board, please visit <https://www.rclreads.org/about/management>.

Two vacancies exist on the Library Board due to term expirations. Recruitment through the Ramsey County's advisory board and committees application process resulted in 18 applications. Ramsey County Commissioners serving suburban communities reviewed the applications and identified candidates to interview. On December 28, 2021 and January 3, 2022 candidates were interviewed by three Ramsey County Commissioners serving suburban communities, as well as the interim Library Director.

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

Racial Equity Impact
This action fills all Library Board vacancies and prepares the Library Board to advance county goals, including racial equity. Library Board members provide valuable insights to improving racial equity in library service delivery to Ramsey County residents.

Community Participation Level and Impact
This action is the result of the county promoting the Library Board vacancies to the community on the county website, through social media platforms and by word-of-mouth recruitment by Library Board members, staff and Ramsey County Commissioners.
☒ Inform ☒ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact
Library Board of Trustees serve as the governing board for the Ramsey County Library and receive a per diem of $50 per meeting, up to $100 per month.

County Manager Comments
No additional comments.

Last Previous Action
On December 22, 2020, the Ramsey County Board re-appointed Sida Ly-Xiong and Sylvia Neblett to the Ramsey County Library Board of Trustees for a term beginning January 12, 2021 and ending December 31, 2023 (Resolution B2020-282).

Attachments
1. Library Board Roster

Ramsey County

Ramsey County Library Board

Board Roster

Steve Woods

1st Term Jan 14, 2020 - Dec 31, 2022

District 1

Claire Chang

1st Term Jan 14, 2020 - Dec 31, 2022

District 2

Deb Berry

2nd Term Jan 14, 2020 - Dec 31, 2022

District 7

Sida Ly-Xiong

2nd Term Dec 22, 2020 - Dec 31, 2023

District 2

Sylvia Neblett

2nd Term Dec 22, 2020 - Dec 31, 2023

District 7

Grace Atkins (Pending)

1st Term Jan 11, 2022 – Dec 31, 2024

District 3

David Perry (Pending)

1st Term Jan 11, 2022 – Dec 31, 2024

District 1

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

Board of Commissioners

Request for Board Action

Item Number: 2021-766 **Meeting Date:** 1/11/2022

Sponsor: Human Resources

Title
Designation of One Additional Unclassified, Unrepresented Administrator, Withdrawal Management Program and Detoxification Position in Accordance with Personnel Act, Minnesota Statute 383A.286, Subdivision 3.

Recommendation
Approve the designation of one additional unclassified, unpresented administrator, Withdrawal Management Program and Detoxification position in accordance with Personnel Act, Minnesota Statute 383A.286, Subdivision 3.

Background and Rationale
Recently, with Ramsey County Board support, the Detoxification Center applied and was approved for a new license under Minnesota Statute 245F, Withdrawal Management Program for 30 of its 50 resident beds in the facility. Under this license, the Detoxification Center will have the ability to provide short-term medical services to residents needing effective stabilization and withdrawal management services through detoxification, assessment, interventions and referral to aftercare services on a 24/7 basis.

With the addition of these program services, it is necessary to expand the leadership of the Detoxification Center to provide oversight and management of the new Withdrawal Management Program. In addition to detoxification services, the new program offerings will include the following:

- Care coordination services.
- Comprehensive assessment.
- Health assessment.
- Individual and group motivational counseling.
- Medical Director availability, seven days a week and within 24 hours.
- Mental health and substance use disorder screening.
- Patient education.
- Peer recovery support services.
- Stabilization planning.
- Withdrawal management services.

To continue to provide services to address the unique medical needs of each patient, be responsive to the language and cultural needs of each patient, and to encourage patients to remain in care for an appropriate duration as determined by the patient's stabilization plan, a third administrator is needed in the Social Services department.

With the addition of an administrator of withdrawal management, it is critical to the success of the program by ensuring that the leadership and management infrastructure can fully lead and manage the program, staff and support the patients. Under this leadership, unique challenges of operating a 24/7 facility can ensure improvements in scheduling, maintaining staffing ratios and program census, incident response protocols, budget management, meeting regulatory and compliance standards and preserving union-management relations.

The functions of detoxification will continue and will be paired with the new Withdrawal Management Program.

Human Resources department conducted a review of the functions of this position and the job description, and a review of the applicable statute governing the creation of unclassified positions. The review concluded:

- The title administrator, Withdrawal Management Program and Detoxification adequately describes the work of this position.
- Ramsey County Board action is required to designate one additional administrator, Withdrawal Management Program and Detoxification as unclassified.
- Funding and one additional Full Time Equivalent for this position is included in the 2022-2023 Social Services department budget. In addition, the program's new revenue will support the cost of this new administrator position.
- This position will be filled through an open competitive hiring process.
- The Human Resources director certifies that this position meets the standards and criteria of the Personnel Act, Minnesota Statute 383A.286, Subdivision 3, to be placed in the unclassified service.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

The Ramsey County Social Services department is one of the largest service providers to diverse populations in the county organization. Its services are designed to assist people as they seek opportunities for advancement and growth and health and well-being. Appropriate staffing is necessary to deliver effective, equitable, and efficient services as well as authentically move forward community engagement and race equity efforts.

Community Participation Level and Impact

The Substance Abuse Advisory committee was consulted as the Social Services department moved to obtain a Withdrawal Management Program license from the Minnesota Department of Human Services. The committee have been very supportive of the transition toward a withdrawal management program and understand the need for an Administrator as the program grows.

☒ Inform ☒ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

This action will not require a complement increase for the department and is included in the 2022-2023 Social Services department budget. Additional revenue from the new program will support the cost of the new administrator position.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. Study Summary - Administrator, Withdrawal Management Program and Detoxification
2. Organization Chart - Social Services
3. Position Description - Administrator, Withdrawal Management Program and Detoxification

Study Summary - Administrator, Withdrawal Management Program

Background and Rationale:
Recently, with Ramsey County Board support, the Detoxification Center applied and was approved for a new license under Minnesota Statute 245F, Withdrawal Management Program for 30 of its 50 resident beds in the facility. Under this license, the Detoxification Center will have the ability to provide short-term medical services to residents needing effective stabilization and withdrawal management services through detoxification, assessment, interventions and referral to aftercare services on a 24/7 basis.

With the addition of these program services, it is necessary to expand the leadership of the Detoxification Center to provide oversight and management of the new Withdrawal Management Program. In addition to detoxification services, the new program offerings will include the following:

- Care coordination services.
- Comprehensive assessment.
- Health assessment.
- Individual and group motivational counseling.
- Medical Director availability, seven days a week and within 24 hours.
- Mental health and substance use disorder screening.
- Patient education.
- Peer recovery support services.
- Stabilization planning.
- Withdrawal management services.

To continue to provide services to address the unique medical needs of each patient, be responsive to the language and cultural needs of each patient, and to encourage patients to remain in care for an appropriate duration as determined by the patient's stabilization plan, a third administrator is needed in the Social Services department.

With the addition of an administrator of withdrawal management, it is critical to the success of the program by ensuring that the leadership and management infrastructure can fully lead and manage the program, staff and support the patients. Under this leadership, unique challenges of operating a 24/7 facility can ensure improvements in scheduling, maintaining staffing rations and program census, incident response protocols, budget management, meeting regulatory and compliance standards and preserving union-management relations.

The functions of detoxification will continue and will be paired with the new Withdrawal Management Program. This new program structure is comparable to the services provided by Lake Owasso Residence and the Ramsey County Care Center.

The Administrator, Withdrawal Management Program and Detoxification will be responsible to lead and direct the overall operations of the program; to establish and manage policies, practices and procedures to comply with local, state and federal regulations; to prepare and monitor the annual budget and fiscal and operational management; to advise senior leadership on the resources, implications and strategies of the program; to improve quality of care by defining treatment philosophies and models of care; to oversee on-site contracted clinical and health services as part of the interdisciplinary team; and to establish and implement service agreements with community, partner vendors and health care organizations.

Human Resources conducted a review of the functions of this position and the job description, and a review of the applicable statute governing the creation of unclassified positions. The review concluded:

- The title Administrator, Withdrawal Management Program and Detoxification adequately describes the work of this position.
- Ramsey County Board action is required to designate one additional administrator, withdrawal management program and detoxification as unclassified.
- Funding and one additional full-time equivalent for this position is included in the 2022-2023 Social Services department budget. In addition, the program's new revenue will support the cost of the new administrator position.
- This position will be filled through an open competitive hiring process.
- The Human Resources director certifies that this position meets the standards and criteria of the Personnel Act, Minnesota Statute 383A.286, Subdivision 3, to be placed in the unclassified service.

Recommendation

Approve the addition of one unclassified, unrepresented Administrator, Withdrawal Management Program and Detoxification position.

Social Services: Adult Services

Chemical Health

Director
Anne Barry

Administrative Assistant
Jen Nance

Interim Withdrawal Management/Detox Administrator
Bill Calmbacher

Program Director
Donnita Osborn

Medical Director
Dr Nesvig

Clinical Nurse Supervisor – Hassan Kamara (Evening Shift)

Chemical Assessment & Placement Supervisor
MaiNhia Thao

Assessment and Placement
Jill Grimmelman

Detox Counselors
Renae Sauter
Randy Brazil
Vacant
Ashley Weaver
Michelle Birkholz
John Vieno
Contracted staff
Vacant 2.5 FTE

Detox Head Nurses

Vacant

Patrick Bluntson
Nicole (Nikki) Lewis
Shirdean Clough
Evelyn Barbosa
Laqueta Harris

Valorie Trantanella

David Levells
Elizabeth (Liz)Nelson
Earl Anderson

Intermittent staff
Jesse Buchner
Kendra Martin
Guetchina Alexis
Cierra Curtis Wanda
Baker Biyou(Pam)
Tawa

Vacant

Marion Moses
Keri Wray
Anthony Hodge
Gregory Langason
Jennifer Babcock

Pamela Ruhland

Jeannine Porod
Judy Dale
Melissa Jimenez
John Battle

Pool Staff RN
Anelia McIntyre
Wycliffe Oenga
Ameena
Samuaels
Mercy Igogo

Sola Atobatele

KelechiOsuagwu
Stella Anodere
Melvin McRoy
Wolobee
Agbemadi

Chemical Health Admin
MaiNhia Thao

Clerks:
LaToya Lawrence
Margaret Newton
Vacant

Anita Staples

February 2021

Job Class Title: Administrator – Withdrawal Management Program and Detoxification (Unclassified)

BASIC FUNCTION:
To lead and direct the overall operations of the Withdrawal Management Program and Detoxfication; to establish and manage policies, practices and procedures to comply with local, state and federal regulations, and current practice standards; to prepare and monitor the annual budget and fiscal and operational management; to advise senior leadership on the resources, implications, and strategies of the program; to organize, manage and direct staff; to improve quality of care by defining treatment philosophies and models of care; to oversee on-site contracted clinical and health services as part of the interdisciplinary team; to establish and implement service agreements with community, partner vendors and health care organizations; and to perform duties as assigned.

EXAMPLES OF WORK PERFORMED:
1. Promote a diverse, culturally competent, and respectful workplace.
2. Advance the strategic planning activities to create an environment that advances racial and health equity at the facility where race can no longer be used to predict life outcomes, and outcomes for all are improved.
3. Create an environment among leadership and staff that recognizes program impacts for all residents within the program, including disparities that exist for residents and staff across all racial and ethnic communities and people living with disabilities.
4. Develop and implement organizational mission and strategic long-range plans and goals for the program and its physical facilities in coordination with the Director of Social Services and the Ramsey County Board of Commissioners; regularly evaluate progress toward outcomes and performance goals.
5. Collaborate with department heads and management teams to develop goals, objectives, plans, an organizational structure, processes and systems that is consistent with Ramsey County's mission, vision and values.
6. Manage the development, implementation and control of the annual operating budget to ensure that expenditures are consistent with County Board guidelines, Minnesota Department of Human Services regulations, and to maximize non-county revenues; present the proposed budget to the Ramsey County Manager and Board of Commissioners.
7. Responsible for the overall labor relations of unionized and non-unionized personnel to include participating on union contract negotiations, the Labor Management Committee, and resolving collective bargaining issues in partnership with Human Resources.
8. Direct and manage the provision of medical observation, evaluation and stabilization services by developing internal policies and practices that insure an patient centered, interdisciplinary approach for medical and social services are provided to the patients.
9. Ensure regulatory requirements are met and all reports are timely filed with state and federal agencies and other organizations as required.
10. Ensure a welcoming environment and promotes a patient centered treatment delivery system; develop and oversee an ongoing marketing program to assure high occupancy levels; provide leadership to engage and motivate facility staff and incorporate community in service to our patients.
11. Supervise management staff, allocates staff and resources to assure staffing coverage, quality services, appropriate supplies and equipment, and compliance with state and federal laws, rules, and regulations governing residential facility licensure and certification; and oversees clinical and medical services contracts/providers on an ongoing basis.
12. Represent Ramsey County and maintains involvement in local and state professional and service organizations and in community outreach.
13. Consult with other medical and social service professionals, substance use disorder and withdrawal management program providers, county, state and federal representatives, and special interest groups to analyze systematic problems, identify changing trends and to influence change.
14. Responsible for the overall investigation of complaints made by employees, patients and/or their families.

15. Provides oversight of all building maintenance, capital equipment and improvements and is active member of the Facilities Safety Committee.

(The work assigned to a position in this classification may not include all possible tasks in this description and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6,7 8, 9, 10, 11, 12, 13, 14, 15.

SUPERVISORY/MANAGERIAL RESPONSIBILITY:
Directly supervise two program department staff; indirectly supervises approximately 58 full-time employee equivalents (FTE).

INTERNAL/EXTERNAL RELATIONSHIPS:
Daily contact with all program employees to solve problems and make policy decisions; regular contact with patients and their family members to assure or improve quality of care; maintain effective working relationships with all referral sources and community; ensure accessibility of services for all the County's residents; regular contact with the Director of the Social Services for supervision and counsel; periodic contact as needed with the County Attorney and Human Resources to discuss and determine appropriate actions on workers' compensation claims; monthly contact with Human Resources to assure proper interpretation of union contracts and personnel policies; with union representatives to resolve grievances and negotiate union contract implementation; with state and federal health and human services agencies to examine program policy and rule compliances; with other professionals in the short-term care industry to analyze needs; with Facilities Safety Committee to ensure safety of employees, residents and families; occasional contact with Ramsey County Commissioners to request County Board action; with the Director of Finance to establish annual budget and ongoing expenditures for the program; consultation with Property Management on building and grounds issues.

IMPACT ON SERVICES/OPERATIONS:
Impact on the quality, efficiency and effectiveness of program services through the ability to establish policy, practice, allocate resources and manage operations. The efficient and effective management of these resources determines the quality of services available to program patients. Inefficient or ineffective performance of the responsibilities and authority given to this position could risk or reduce the safety and quality of care rendered to patients, leading to fiscal sanctions, lost certification or licensure, lost revenues, as well as have a negative impact on the program and the County's reputation in the community. This position manages an annual budget in excess of $4.1 million.

WORK ENVIRONMENT:
Most work is performed in a standard work office and clinic environment. Work is performed within a 24/7, 50 bed facility, clinical and medical services requires routine interaction with employees, patients and families. Administrative work may involve direct contact with persons who may have infectious diseases.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Knowledge of recovery principles and practices of substance use disorder and mental health, care management and administration in meeting the needs of patients, and of available community resources.
- Knowledge of best practices, laws, rules, regulations governing the provision of 245F Withdrawal Management Program and reimbursement systems, activities and aftercare programs.
- Knowledge of fiscal management, including ability to prepare, present and monitor budgets and financial statements as well as financial planning skills directed at end results and process improvement.
- Knowledge of the principles and practices of social service, nutrition services, nursing services, housekeeping, laundry, building maintenance, HIPAA, budgeting. accounting, and the continuum of care.
- Knowledge of life safety code regulations and OSHA regulations.

- Knowledge of labor contracts and administration.
- Knowledge of the professional and ethical standards pertaining to policy development.
- Knowledge of County operating policies and procedures.
- Skill in written and oral communications and critical listening.
- Skill in maintaining confidentiality and use of discretion.
- Skill in the use of personal computers and related software.
- Skill in ensuring high level, effective customer service is provided in the facility.
- Skill in managing and directing the response to the State and Federal survey process.
- Skill in managing and directing culturally diverse work groups including professional, technical and semi-skilled employees.
- Ability to understand the political climate within which care centers operate.
- Ability to plan and organize work effectively and manage multiple demands.
- Ability to analyze complex data and problems and make decisions quickly.
- Ability to define standard operating procedures for physician practices.
- Ability to supervise the recruitment, employment, performance, evaluation, promotion, and discharge of all staff.
- Ability to oversee culturally appropriate and effective staff development programs.
- Ability to establish and maintain good working relationships with staff, patients, families, members of the public, hospital, law enforcement and community agencies providing services of benefit.
- Ability to effectively arbitrate complaints and disputes from residents, families, or staff.
- Ability to interpret all federal, state and local regulations.
- Ability to act as a liaison with regulatory agencies; all resident advocacy agencies; and all fiscal intermediaries and HMO's.
- Ability to observe and monitor compliance for all infection control policies and procedures.
- Ability to observe all policies, procedures and practices relating to Resident's Rights.

MINIMUM QUALIFICATIONS:
Education: Bachelor's degree in Health Administration, Psychology, Social Work, Counseling, Nursing, or a closely related field.

Experience: Five years of progressively responsible professional supervisory experience in the field of Human Services.

Substitution: None.

Certifications/Licensure: None.

Preferred: Master’s degree or studies in Health Administration, Psychology, Social Work, Counseling, Nursing, or a closely related field and Licensed as an Alcohol and Drug Counselor. Experience working in a 24/7 Supervised living Facility or treatment facility with vulnerable adults.

REVISIONS:

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

Board of Commissioners

Request for Board Action

Item Number: 2022-018 **Meeting Date:** 1/11/2022

Sponsor: Board of Commissioners

Title
Summary of the Conclusions from the Performance Evaluation of the County Manager

Recommendation
Authorize the annual salary of the County Manager, currently $200,697.61 for the year 2022, to be increased retroactively in alignment with the cost-of-living increase for unrepresented employees once it is approved by the Ramsey County Board of Commissioners.

Background and Rationale
The Ramsey County Board of Commissioners evaluates the performance of the County Manager every year. The Minnesota Open Meeting Law, Minnesota Statutes 13D.05, Subdivision 3(a) permits a closed meeting for a public body to evaluate the performance of an individual subject to its authority. A closed meeting was held on December 21, 2021, to evaluate the performance of the County Manager for the period of January 1, 2021 to December 31, 2021. The law further requires the public body to summarize its conclusions regarding the evaluation at its next open meeting.

The evaluation of the County Manager resulted in a rating of 'consistently exceeds expectations and distinguished in areas.'

The Ramsey County Board of Commissioners will defer consideration of a performance-based increase until the summer of 2022, when the Ramsey County Board will officially adjust the timing of the County Manager's annual performance review to midyear.

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

Racial Equity Impact
A core component of the Ramsey County Board's annual evaluation of the County Manager's performance relates to his leadership in advancing the organization's work to increase racial equity. For a year of crisis response, the County Manager has continued to aggressively advance the county's strategic actions to increase racial equity including to structure the county's COVID-19 Incident Management to include the Racial Equity and Community Engagement Response Team and the Equity Action Circle.

Community Participation Level and Impact
Another core consideration in the Ramsey County Board's annual evaluation of the County Manager's performance is his leadership in advancing community participation in the organization's work.
☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact
Funding is included in the 2022-23 operating budget.

County Manager Comments
None.

Last Previous Action
On January 12, 2021, the Ramsey County Board of Commissioners granted a 3.5% performance-based increase to the County Manager (Resolution B2021-017).

Attachments
None.

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

Board of Commissioners

Request for Board Action

Item Number: 2021-724 **Meeting Date:** 1/11/2022

Sponsor: Finance

Title
2022 Authorization to Participate in Pooled Fund Opportunities

Recommendation
1. Authorize Ramsey County to join and invest in the Minnesota Association of Governments Investing for Counties fund.
2. Authorize the County Manager, or his designee, to sign the attached Minnesota Association of Governments Investing for Counties resolution form.

Background and Rationale
The Minnesota Association of Governments Investing for Counties (MAGIC) fund is a joint powers entity formed in a common law trust which was organized and exists under the laws of the state of Minnesota. The MAGIC fund allows Minnesota counties to pool funds and invest together, seeking the best possible investment yield. The investment pool also allows counties to maintain liquidity for the duration of their investments.

Investments are currently held in money market accounts and securities purchased through approved brokers. The MAGIC fund will allow Ramsey County to invest a portion of its financial portfolio in this pool, providing more diverse investment strategies to the county. The investments are made in accordance with Minnesota state law and meet the requirements of the Ramsey County investment policy. The instruments provided by MAGIC would assist in strengthening and diversifying the portfolio.

Positive feedback has been provided by consultants, partners, and current government finance employees regarding the benefits of joining the MAGIC fund. As of November 30,2021, there are 92 counties and other government jurisdictions with active accounts and related programs, totaling $1.3 billion dollars.

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

Racial Equity Impact
The MAGIC fund may provide greater access to resources that are tailored to Minnesota counties and county instrumentalities. As a result of greater access, there may be more opportunity to engage with communities and resources differently. Ramsey County is committed to modeling fiscal accountability, transparency and strategic investments.

Community Participation Level and Impact
There was no community engagement for this request.
☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact
The MAGIC fund has the potential to strengthen the strategic investing initiatives executed by the county. It

also has the potential of diversifying the county's portfolio by increasing access to different resources provided by MAGIC. The MAGIC portfolio offers short-term money market portfolios with fund liquidity. This liquidity ensures that the county has access to the funds within the portfolio should they need it.

County Manager Comments
No additional comments.

Last Previous Action
None.

Attachments
1. Resolution form from MAGIC

Resolution to Join the Fund

A resolution authorizing entry into a Joint Powers Agreement in the form of a Declaration of Trust establishing an entity known as **"Minnesota Association of Governments Investing for Counties"** and authorizing participation in certain investment programs in connection therewith:

WHEREAS, Minnesota Statutes Section 471.59 (the Joint Powers Act) provides among other things that governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the MAGIC Fund was formed in October 1990 pursuant to the Joint Powers Act by the adoption of a joint powers agreement in the form of a Declaration of Trust by a group of Minnesota Counties acting as the Initial Participants thereof; and

WHEREAS, the Declaration of Trust, as amended, has been presented to this board; and

WHEREAS, the Declaration of Trust authorizes municipalities of the State of Minnesota to adopt and enter into the Declaration of Trust and become Participants of the MAGIC Fund; and

WHEREAS, this board deems it to be advisable for this county* to adopt and enter into the Declaration of Trust and become a Participant of the MAGIC Fund for the purpose of the joint investment of this county's monies with those of other counties so as to enhance the investment earnings accruing to each; and

WHEREAS, this board deems it to be advisable for this county to make use from time to time, in the discretion of the officials of the county identified in Section 2 of the following Resolution, of the Fixed-Rate Investment Program available to Participants of the MAGIC Fund.

Now, therefore, be it resolved as follows:

Section 1. This county shall join with other counties in accordance with the Joint Powers Act by becoming a Participant of the MAGIC Fund and adopting and entering into the Declaration of Trust, which is adopted by reference herein with the same effect as if it had been set out verbatim in this resolution, and a copy of the Declaration of Trust shall be filed in the minutes of the meeting at which this Resolution was adopted. The treasurer of this county is hereby authorized to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry of this county into the Declaration of Trust and the adoption thereof by this county.

Section 2. This county is hereby authorized to invest its available monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Declaration of Trust. The following officers and officials of the county and their respective successors in office each hereby are designated as "Authorized Officials" with full powers and authority to effectuate the investment and withdrawal of monies of this county from time to time in accordance with the Declaration of Trust and pursuant to the Fixed-Rate Investment Service available to Participants of the MAGIC Fund:

List the name(s) and title(s) of the officer(s) and official(s) who will be authorized to invest and withdraw county monies in and from the MAGIC Fund and pursuant to the Fixed-Rate Investment Service. You may have any number of Authorized Officials; attach an additional list if necessary. (*This section should be the same as section 6 of the Master Account Application, "Authorized Personnel")*

Print Name	Position	Signature
Print Name	Position	Signature
Print Name	Position	Signature
Print Name	Position	Signature

The treasurer shall advise the MAGIC Fund of any changes in Authorized Officials.

Section 3. The Trustees of the MAGIC Fund are hereby designated as having official custody of this county's monies, which are invested in accordance with the Declaration of Trust.

Section 4. State banks, national banks, and thrift institutions located either within or without the State of Minnesota which qualify as depositories under Minnesota law and are included on a list approved and maintained for such purpose by the Investment Advisor of the MAGIC Fund are hereby designated as depositories of this county pursuant to Minnesota Statutes Section 118.005 and monies of this county may be deposited therein, from time to time in the discretion of the Authorized Officials, pursuant to the Fixed-Rate Investment Service available to Participants of the MAGIC Fund.

It is hereby certified that the_____(insert name of the county) duly adopted the Model Resolution at a duly convened meeting of the board held on the _____ day of _____, 20_____, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

_____ _____

Signature of Treasurer **Date**

** A County is defined in the Declaration of Trust as a County, or any "instrumentality" (as that term is defined in the Joint Powers Act or the Declaration of Trust) of a County. The definition of the term "instrumentality" or "County instrumentality" in the Declaration of Trust also includes all Regional Development Commissions or Regional Planning Agencies and any or all Metropolitan Agencies, Commissions or Districts. Counties and County instrumentalities are collectively referred to in the Declaration of Trust and in this resolution.*

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

Board of Commissioners

Request for Board Action

Item Number: 2021-725 **Meeting Date:** 1/11/2022

Sponsor: Finance

Title
2022 Designation of Depositories and Delegation for Electronic Funds Transfers

Recommendation
1. Approve the designation of depositories to US Bank, Bremer Bank, Tradition, Minnesota State Board of Investment and Minnesota Association of Governments Investing for Counties.
2. Authorize the Chief Financial Officer, or her designees, the ability to execute Electronic Funds Transfers.

Background and Rationale
Annually, in accordance with Minnesota statutes 118A.02 and 385.07, Ramsey County must authorize depositories for investment purposes and designate a primary depository to provide traditional banking services such as checking accounts, deposits, electronic transfers, and other transactions. The investment services are used to enable the county to invest its funds and maximize interest earnings while minimizing investment risks.

The county's primary depository is US Bank, while Bremer Bank, Tradition Bank, Minnesota State Board of Investment (MSBI), and Minnesota Association of Governments Investing for Counties (MAGIC) are used for investments. US Bank is also the county's safekeeping agent where all county securities are held.

Minnesota statute, 471.38 Subdivision 3a, requires the county to annually delegate authority to make electronic funds transfers. Electronic funds transfers are used by the county whenever possible to replace the issuance of paper checks. Electronic funds transfers are more efficient, allow for more accurate cash flow forecasting and eliminates the risk of lost or mishandled check payments. Examples include vendor payments, debt payments, and contributions to retirement funds payroll related payables other than salaries.

The Chief Financial Officer and her designees approve and process all electronic funds transfers to ensure proper cash management. Regardless of payment type, all disbursements are subject to the same documentation and approval requirements as established in the county's purchasing policy. A list of all transactions completed by electronic funds transfer may be requested by the Ramsey County Board at the next regular meeting after the transaction is completed.

Finance will return to the board annually in January to request this authorization.

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

Racial Equity Impact
The action promotes financial expedient transactions which have the potential to positively impact different communities. This action promotes diversification of the county's portfolio that reflect our values and supports the community. Finance is also looking for opportunities to engage with diverse banking options. This is in

alignment of the county's core values- integrity, community and equity.

Community Participation Level and Impact
There was no community engagement for this request.
☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact
None.

County Manager Comments
No additional comments.

Last Previous Action
On April 6, 2021, the Ramsey County Board approved the designation of depositories to US Bank, Bremer Bank, Tradition, Minnesota State Board of Investment and Minnesota Association of Governments Investing for Counties and also approved our ability to execute fund transfers (Resolution B2021-079).

Attachments
None.

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

Board of Commissioners

Request for Board Action

Item Number: 2021-723 **Meeting Date:** 1/11/2022

Sponsor: Finance

Title
October 2021 Report of Contracts, Grant and Revenue Agreements, Emergency Purchases, Sole Source, Single Source Purchases and Final Payments

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

Background and Rationale
This documentation is presented to inform the Ramsey County Board of Commissioners of contracts, grant and revenue agreements, emergency purchases, single source purchases, sole source purchases and final payments approved by the County Manager during October 2021.

Administrative Code 4.46.50c requires a monthly report of all contracts and final payments approved by the County Manager under section 3.40.27. Administrative Code 3.40.33b-c authorizes the County Manager to report emergency purchases and sole source purchases with the monthly contract report. Administrative Code 3.40.39d requires the County Manager to report grant submissions, amendments, renewals, and acceptances along with the monthly contract report. Small order purchases of $10,000 or less, and contracts approved by County Board action and signed by the Chair are not included in this report.

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

Racial Equity Impact
Ramsey County is committed to increasing contract opportunities for the purchases of goods and services from vendors, including non-profits and community-based organizations that reflect the diversity of our community. The monthly County Manager contract report reflects all executed contracts, amendments and potential contract exposure using the County Manager's authority.

Ramsey County reports all actual spending on the Ramsey County open data portal, please see Central Certification Program Small Business Enterprise (SBE) Spending. The majority of the actual spending is the result of contracts that have been executed using small order authority, Ramsey County Board Chair and Chief Clerk authority and County Manager authority.

As of October 31, 2021, Ramsey County spent a total of $201 million. Of this total, $33.7 million on nonprofits, $11 million on government entities, $6 million on CERT small businesses, $3 million on small minority owned businesses, $1.5 million on small minority and women owned businesses, $2 million on small women owned businesses, $1 million on veteran owned businesses, and $151 million with other types of businesses. The report is updated monthly based on actual expenditures. The county continues to create new and expanded opportunities to grow and sustain small and diverse businesses and support established workforce inclusion goals, that include minority, women owned and minority women owned businesses.

Community Participation Level and Impact
This is an aggregate report of contracts and amendments signed by the County Manager via delegated authority. Actual aggregate spend reporting is made available to the public via the Central Certification Program Small Business Enterprise Spending <https://opendata.ramseycounty.us/stories/s/4hb6-hrjt> open data portal storyboard. The small business program is currently the closest proxy to local purchasing as the vendors must be primarily located in the 15-county area. This report is used by departments to report their SBE spend to measure their progress against their goals.

Reports like these allow for greater government transparency and accountability by informing the public of the county's contracting activities. Departments are directly involved in the procurement and vendor selection process and support the county's initiative to expand contract opportunities for diverse businesses to strengthen the economic vitality of the community.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact
Budgeted funds are available for these contracts through designated department budgets.

County Manager Comments
No additional comments.

Last Previous Action
None.

Attachments
1. Contract Report October 2021

CONTRACT NUMBER	CONTRACTS CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
IS000154A	**Tyler Technologies Inc.**	3-Aug-21	$1.68	Contract to provide Open Data Portal/Accessible Public Data SaaS Subscription & Implementation. This is a assignment agreement for contract ID IS000154, executed by Ramsey County, Socrata Inc, on February 01, 2017, hereby memorialized and designated as Contract ID IS000154A. Agreement is for the period of 7/21/21 through 1/31/22.	Information Services	Res. B2016-081, B2020-057
CHS16 FRASER01 CM 19	**Fraser**	4-Oct-21	Rate Setting	Contract Amendment #4 to provide disability services case management extends the contract from 6/30/2021 through 03/31/2022. Agreement is for the period of 07/01/2016 through 03/31/2022.	Social Services	Res. B2021-197
CC003037	**Shafer Contracting Co Inc.**	4-Oct-21	$95,428.50	Contract Amendment #8 to provide provision of supplies, materials, equipment and labor for the Lexington Parkway Realignment. Amendment increases max NTE by $95.428.50 from $3,348,741.27 to $3,444,169.77. No change in term. Agreement is for the period of 06/22/2020 through 12/31/2022.	Public Works	Res. B2020-071
CC003008	**Redstone Construction LLC**	4-Oct-21	$45,764.00	Contract Amendment #4 to perform reconstruction of Dale Street - Iglehart Avenue to University Avenue. Amendment increases max NTE by $45,764 from $11,974,515.83 to $12,020,279.83. No change in term. Agreement is for the period of 03/01/2020 through 12/31/2022.	Public Works	Res. B2019-049
CHS16 DUNGARVINMN CM 19	**Dungarvin MN, LLC**	5-Oct-21	Rate Setting	Contract Amendment #4 to provide disability services case management. Amendment extends contract from 06/30/2021 through 03/31/2022. No change to amount. Agreement is for the period of 07/01/2016 through 03/31/2021.	Social Services	Res. B2021-197

*Original Contract Amount

CHS16 PEOPLEINC 01 CM 19	**People Incorporated**	5-Oct-21	Rate Setting	Contract Amendment #4 to provide disability services case management. Amendment extends contract from 06/30/2021 through 03/31/2022. No change to amount. Agreement is for the period of 07/01/2016 through 03/31/2022.	Social Services	Res. B2021-197
WS-000217	**Hired Inc.**	5-Oct-21	$305,012.00	Contract Amendment #3 to provide services for the Workforce Innovation & Opportunity Act (WIOA) on behalf of Ramsey County. Amendment increases max NTE by $305,012.00 from $631,524.00 to $936,536.00. Agreement is for the period of 10/04/2019 through 03/31/2022.	Workforce Solutions	Res. B2019-085
CHS16 CATHOLICCHAR CM 19	**Catholic Charities**	5-Oct-21	Rate Setting	Contract Amendment #4 to provide disability services case management. Amendment extends contract from 06/30/2021 through 03/31/2022. Agreement is for the period of 07/01/2016 through 03/31/2022.	Social Services	Res. B2021-197
PH000932A	**OnSolve Intermediate Holding Company**	5-Oct-21	$5,044.80	Contract amendment #1 to provide a transfer and assumption of obligations and interests of previous contract vendor SWN Communications Inc. for automated messaging system for WIC clients. Amendment extends the contract from 10/04/2021 to 10/04/2022 and increases the NTE by $5,044.80 from $17,388 to $22,432.80. Agreement is for the period of 11/16/2020 through 10/4/2021.	Public Health	3.40.27c
HR0145	**The Wiley Law Office PC**	6-Oct-21	$25,000.00 *	Contract Amendment #2 to provide labor related Investigative services. Amendment extends contract from 09/30/2021 through 09/30/2022. No change in NTE amount. Agreement is for the period of 10/01/2018 and 09/30/2022.	Human Resources	3.40.27c
HR0148	**J Selmer Law PA**	07-Oct-21	$45,000.00 *	Contract Amendment #2 to provide investigative services - labor related. Amendment extends contract from 09/30/2021 to 09/30/2022. No change to NTE. Agreement is for the period if 10/01/2018 through 09/30/2022.	Human Resources	3.40.27c

*Original Contract Amount

CC003055	**General Security Services Corp.**	7-Oct-21	$150,000.00 *	Contract Amendment #1 to provide security equipment, video monitoring and first response dispatch services for PRRTF, PTRES and other divisions within IPR. Amendment extends contract from 10/12/2021 to 10/11/2022. No change in NTE amount. Agreement is for the period of 10/12/2020 through 10/11/2022.	Property Tax, Revenue & Election Services	3.40.33c
SSD 20-030 MNCARE DSCM	**Minnesota Care Counseling Service Inc**	11-Oct-21	Rate Setting	Contract Amendment #1 to provide disability services case management. Amendment extends contract from 6/30/21 through 3/31/22. Agreement is for the period of 04/13/2020 through 03/31/2022.	Social Services	Res. B2021-197
SSD 20-032 KINDRED DSCM	**Kindred Services LLC**	11-Oct-21	Rate Setting	Contract Amendment #1 to provide disability services case management. Amendment extends contract from 6/30/21 through 3/31/22. Agreement is for the period of 04/13/2020 through 03/31/2022.	Social Services	Res. B2021-197
PWKS2021-16	**Short, Elliott, Hendrickson, Inc.**	11-Oct-21	$336,356.00	Contract to provide professional engineering services for the preliminary and final design of the 2024 Otter Lake Road Improvements project. Agreement is for the period of 10/15/21 through 6/1/24.	Public Works	Res. B2021-040
CC003081	**Absolute Commercial Flooring Inc.**	12-Oct-21	$8,403.51	Contract Amendment #1 to provide carpet installation for public circulation areas on first and second floors of Metro Square building. Amendment increases max NTE by $8,403.51 from $55,796.00 to $64,199.51. No change in term. Agreement is for the period of 8/31/21 through 12/31/22.	Property Management	3.40.27b
IS000154A	**Tyler Technologies Inc.**	12-Oct-21	$625,000.00	Contract Amendment #1 to provide Open Data Portal/Accessible Public Data SaaS Subscription & Implementation. Amendment extends contract 1/31/22 through 1/31/25. Amendment increases max NTE by $625,000.00 from $1.68 to $625,001.68. Amendment contains language changes. Agreement is for the period of 7/21/21 through 1/31/25.	Information Services	Res. B2016-081, B2020-057
COMGR000075	**Merrick Community Services**	14-Oct-21	$43,750.00	Contract to provide community food and basic needs. Agreement is for the period of 10/18/21 through 10/17/26.	Merrick Community Services	3.40.27c

*Original Contract Amount

RC-000414	**Raftelis Financial Consultants Inc.**	18-Oct-21	Rate Setting	Master Contract to provide professional consulting services. Agreement is for the period of 10/26/21 through 12/21/25.	Information and Public Records Admin	Res. B2020-269, B2021-008
CC003081	**Absolute Commercial Flooring Inc.**	20-Oct-21	$140,868.00	Contract Amendment #2 to provide carpet installation for public circulation areas on first and second floors of Metro Square building. Amendment increases max NTE by $140,868.00 from $64,199.51 to $205,067.51. No change in term. Agreement is for the period of 8/32/21 through 12/31/22.	Property Management	3.40.27b
IPRGR00003	**Goff Public Inc.**	21-Oct-21	$65,350.00	Contract Amendment #1 to provide government relations and lobbying services for the State of Minnesota. Amendment increases max NTE by $65,350.00 from $65,350.00 to $130,700.00. Amendment extends contract from 12/31/21 through 12/31/22.	Government Relations	Res. B2021-037
ATTY000297	**Dispute Resolution Center**	21-Oct-21	-$70,000.00	Contract Amendment #3 to provide supportive and restorative services for adult men involved in gun violence by facilitating weekly, community-led, restorative circles of support. Amendment decreases contract by $70,000 from $149,600.00 to $79,600.00. Amendment extends contract from 12/31/21 through 12/31/22 and contains language changes. Agreement is for the period of 11/04/2019 through 12/31/2022.	County Attorney	M.S. 388
CC003037	**Shafer Contracting Co Inc.**	21-Oct-21	$78,532.41	Contract Amendment #9 to provide provision of supplies, materials, equipment and labor for the Lexington Parkway Realignment. Amendment #9increases max NTE by $78,532.41 from $3,444,169.77 to $3,522,702.18. No change in term. Agreement is for the period of 06/22/2020 through 12/31/2022	Public Works	Res. B2020-071
CC002919	**Roadkill Animal Control**	25-Oct-21	$100,000.00 *	Contract Amendment #2 to provide deer carcass removal and disposal on Ramsey County roads and property. Amendment extends contract from 10/31/21 through 10/31/22. No change in NTE amount. Agreement is for the period of 11/1/2017 through 10/31/2022.	Public Works	3.40.27b

*Original Contract Amount

RC-000271	**Metre LLC.**	25-Oct-21	Rate Setting	Master Contract Amendment #1 to provide marketing and advertising services. Amendment extends contract from 1/1/22 through 1/1/23. Agreement is for the period of 1/2/20 through 1/1/23.	County Manager	Res. B2019-300
SSD 21-039 SIXINGLIANG	**Liang, Sixing**	26-Oct-21	Rate Setting	Contract to provide Psychiatry services for clients of the Assertive Community Treatment (ACT) Service Team. Agreement is for the period of 10/25/21 through 10/24/26.	Social Services	Res. B2020-249
WS-000228	**YWCA of St. Paul**	26-Oct-21	$20,000.00	Contract Amendment #4 to provide 2020 MFIP Services - Component 1 - YWCA. Amendment increases max NTE by $20,000.00 from $1,761,531.00 to $1,781,531.00. No change in term. Agreement is for the period of 01/01/2020 through 12/31/2022.	Workforce Solutions	Res. B2019-259
PRK112	**Shaw-Lundquist Associates Inc.**	27-Oct-21	$19,464.00	Contract Amendment #2 to provide design/build part 2 services for the Highland Arena Site Development Project. Amendment increases max NTE by $19,464.00 from $3,407,841.00 to $3,427,305.00. No change in term. Agreement is for the period of 03/15/2021 through 03/14/2024.	Parks and Recreation	Res. B2020-166
SSD 18-007 CHILDRENSHLTH	**Children's Health Care**	28-Oct-21	Rate Setting	Contract Amendment #3 to provide services for initial health evaluations for children entering the child protection system. Amendment extends contract from 10/08/2021 through 10/08/2022 and contains rate changes. Agreement is for the period of 10/09/2018 through 10/08/2022.	Social Services	Res. B2018-268
COMGR000073	**The Sanneh Foundation**	26-Oct-21	$43,750.00	Contract to provide community food and basic needs. Agreement is for the period of 10/18/21 through 10/17/26.	County Manager	3.40.27c
SSD 21-038 FOSTERADVOCATE	**Foster Advocates**	28-Oct-21	$150,000.00	Contract to provide a community support program for foster care Fosters (Foster), who have been identified as having education and employment services support needs. Agreement is for the period of 10/15/21 through 10/16/22.	Social Services	Res. B2020-249

*Original Contract Amount

PWKS2021-10	**Insight Realty Advisors**	28-Oct-21	$4,800.00	Contract Amendment #1 to provide professional appraisal services related to right of way acquisition. Amendment increases max NTE by $4,800.00 from $69,500.00 to $74,300,00. No change in term. Agreement is for the period of 03/22/2021 through 03/21/2022.	Public Works	Res. B2021-040
SSD 21-045 YOUTH4TOMORROW	**Youth for Tomorrow New Life Center**	1-Nov-21	Rate Setting	Contract to provide a residential treatment facility for adolescents. Agreement is for the period of 11/1/21 through 10/31/22.	Social Services	Res. B2020-249

GRANT & REVENUE AGREEMENTS

CONTRACT NUMBER	GRANTOR	DATE SIGNED	AMOUNT OF GRANT	PURPOSE OF GRANT	DEPARTMENT	AUTHORITY
G000857 BWSR 5542, 5632, 5722, 5812 PRK	**Board of Water & Soil Resources**	29-Sep-21	$59,012.00	Grant to provide funding for natural resource projects and staff reimbursement for fiscal years 2022 & 2023. Agreement is for the period of 09/29/2021 through 12/31/2024.	Parks & Recreation	3.40.69d
G000858 BWSR C18-0498 PRK	**Board of Water & Soil Resources**	29-Sep-21	$15,000.00	Grant to provide treatment to areas with invasive plants. Agreement is for the period of 09/29/2021 through 12/31/2021.	Parks & Recreation	3.40.69d
G000860 MNOJP ATTY	**Minnesota Office of Justice Programs**	15-Oct-21	$280,000.00	Grant agreement to provide continuation of services to victims of general crime. Agreement is for the period of 10/1/21 through 9/30/23.	County Attorney	Res. B2016-259
ISDP-0000012969	**Citrix Systems Inc.**	19-Oct-21	$40,700.00	Large Purchase Order to provide yearly renewal for Citrix Systems software support and maintenance. Agreement is for the period of 10/20/21 through 10/19/22.	Information Services	3.40.33c

FINAL PAYMENTS

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE OF FINAL PAYMENT	AMOUNT OF FINAL PAYMENT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY

EMERGENCY PURCHASES

*Original Contract Amount

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
WFS-COVID-112	**Goodwill Easter Seals Minnesota**	12-Oct-21	$100,000.00 *	Contract Amendment #1 to provide Construction Employment On-the-Job Training at Margaret House (Skill Development Site). Amendment contains language changes and a change order. No change to actual amount or term. Agreement is for the period of 04/01/2021 through 12/30/2021.	Workforce Solutions	3.40.27h
WS-ARPA-015	**Hack the Gap**	12-Oct-21	$22,500.00	Contract Amendment #1 to provide Right Track and employment and training services. Amendment increases max NTE by $22,500.00 from $30,000.00 to $52,500.00. Amendment contains language changes. No change in term. Agreement is for the period of 07/01/21 through 12/31/21.	Workforce Solutions	Res. B2021-122

SINGLE SOURCE PURCHASES

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
HWAD 21-003 LIFEGUIDES	**Moreland, Denise K.**	14-Oct-21	$29,205.00	Contract to provide technology support consulting. Agreement is for the period of 10/7/21 through 12/31/21.	Health and Wellness Admin	3.40.27c
SSD 20-076 4MATIV	**4Mativ Technologies Inc.**	28-Oct-21	$175,000.00	Contract Amendment #1 to provide diagnostic school transportation analysis and multi-model school transportation management. Amendment contains rate and language changes. No change in actual NTE amount or term. Agreement is	Social Services	3.40.27c

SOLE SOURCE PURCHASES

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY

*Original Contract Amount

SHRF00205	**Praetorian Group Inc.**	4-Oct-21	$100,000.00 *	Contract Amendment # 3 to provide for PoliceOne Academy & CorrectionsOne Academy Subscriptions. Amendment extends contract date from 10/04/2021 through 10/04/2022. No change in amount. Agreement is for the period of 10/05/2018 through 10/04/2022.	Sheriff's Office	3.40.33c
SHRF00223	**Grayshift LLC**	18-Oct-21	$56,820.00 *	Contract Amendment #1 to provide GrayKey unit and license. Amendment extends contract from 10/13/21 through 10/13/22. Amendment contains language and rate changes. No change to actual NTE amount. Agreement is for the period of 10/14/2020 through 10/13/2022.	Sheriff's Office	3.40.33c
HSD000012	**Ellen Watters Consulting Inc.**	1-Nov-21	$175,000.00	Contract to provide Continuum of Care consulting services for Housing Stability Department. Agreement is for the period of 11/15/21 through 11/14/26.	Housing Stability Department	3.40.33c

*Original Contract Amount