

**Ramsey County Library  
Board of Trustees Meeting  
October 19, 2022  
4560 Victoria Street North  
Shoreview, MN – 6:30 PM**

CONNECT community  
INSPIRE curiosity  
CULTIVATE learning

The meeting is available for public viewing at  
<https://zoom.us/j/96696534304?pwd=S2ROd1FYUE8vcHBWVhtSkpNU1lzZz09>  
Phone: 651 372 8299; Webinar ID: 966 9653 4304; Passcode: 023509

- I. **Call to Order**
- II. **Public Comment**
- III. **Approval of Agenda**
- IV. **Consent Agenda**
  - a. Approval of September 21, 2022 Minutes
  - b. 2023 Building Closure Dates
- V. **Discussion Items**
  - a. Maplewood Renovation Update
  - b. Deputy County Manager Update
  - c. Ramsey County Board Liaison Report
  - d. Maplewood Capital Campaign/Friends of Ramsey County Libraries Update
  - e. Strategic Planning Update with ACET
  - f. Culture Consultant Contract
- VI. **Adjournment**

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**Scheduled Upcoming Meetings**

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**November 16, 2022** RCL – Shoreview  
6:30 p.m. 4560 Victoria Street  
North

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**December 14, 2022** RCL – Shoreview  
6:30 p.m. 4560 Victoria Street  
North

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**Library Board of Trustees**

Steve Woods, Chair  
Sylvia Neblett, Vice Chair  
Claire Chang, Secretary  
Grace Atkins  
Sida Ly-Xiong  
David Perry  
Andrea West

**Ramsey County Board Liaison**  
Commissioner Victoria Reinhardt

**Minutes of the Ramsey County Library Board of Trustees**  
**September 21, 2022**

**LIBRARY TRUSTEES PRESENT:**

Grace Atkins, Claire Chang, Sylvia Neblett, Andrea West, Steve Woods.

**STAFF PRESENT:**

Pang Yang, Deputy Director; Jeff Eide, Senior Library Manager, Planning and Analysis; Carrie Lyons, Branch Manager; Chuck Wettergren, Digital Services Manager; Maggie Soukup, Library Board Coordinator.

**OTHERS:**

Victoria Reinhardt, Ramsey County Commissioner; Johanna Berg, Deputy County Manager, Les Sipkma, Shoreview Resident.

**CALL TO ORDER:**

Woods called the meeting to order at 6:30pm.

**PUBLIC COMMENT:**

To view the public comments made by Shoreview resident Les Sipkma, follow this [link](#). (0:15)

**APPROVAL OF THE AGENDA:**

A motion was made by Neblett to approve the agenda without the Maplewood Capital Campaign update. West seconded the motion, which passed unanimously.

**CONSENT AGENDA:**

A motion was made by Neblett to approve the consent agenda. West seconded the motion, which passed unanimously.

**APPROVAL OF MEETING MINUTES:**

A suggestion was made to edit the public comment made by Sipkma to more accurately reflect his request to approve the frontline worker pay for the Ramsey County library staff. Change made a motion to approve the updated minutes. Neblett seconded the motion, which passed unanimously.

**DISCUSSION ITEMS**

**BRANCH UPDATE:**

Jeff Eide, Senior Library Manager, and Carrie Lyons, Branch Manager, gave an update on the Roseville branch. To view the presentation, follow this [link](#). (8:00)

**DEPUTY COUNTY MANAGER UPDATE:**

Presented by Deputy County Manager Berg. Update can be found by following this [link](#). (24:05)

**RAMSEY COUNTY BOARD LIAISON REPORT:**

Presented by Commissioner Victoria Reinhardt. Report can be found by following this [link](#). (32:05)

**MAPLEWOOD CLOSURE UPDATE:**

Deputy County Manager Berg announced that the County Manager O'Connor made the decision to close the Maplewood branch during construction. The branch will close December 2022, reopening October 2023. A cross-county team led by Karen Francois, Deputy County Manager of Information and Public Records, will focus on the relocation of the service center to ensure community members are still able to access resources during the branch closure. Berg will provide more updates as they become available.

**OVERVIEW OF 3<sup>RD</sup> GRADE LITERACY:**

Chair Woods and Senior Library Manager Jeff Eide shared data comparing the 3<sup>rd</sup> grade reading proficiency from students in the state, county, and surrounding cities for the Trustees to review. Woods shared that the literacy measure could be a potential measure for the library to focus on in the future. To view the entire discussion, follow this [link](#). (36:55)

**STRATEGIC PLANNING:**

Deputy Director Pang Yang and Trustee Atkins gave an update on the Strategic Planning process. Trustee Atkins facilitated a discussion focused on ranking the priorities provided by ACET. Atkins, who is a part of the Strategic Planning Committee, will relay any feedback provided by the Trustees to the committee at the next meeting. To view the entire discussion, follow this [link](#). (59:20)

**ADJOURNMENT:**

Neblett made a motion to adjourn the meeting at 8:15pm. The motion was seconded by Chang, which was approved unanimously.

## Request for Library Board Action

Meeting Date  
October 19, 2022

Action Requested  
Approval

Presented By  
Pang Yang,  
Deputy Director

**SUBJECT:**

2023 Holiday Calendar

**BACKGROUND:**

Each year, the Library staff prepares a holiday calendar for the upcoming year for Library Board approval. The calendar includes all the dates designated as paid holidays by Ramsey County, as well as other dates when the libraries are closed. Since 1993, the Library's calendar has included Staff Inservice Days. These days allow time for staff training as well as facilities-related projects such as painting or shifting the collection.

**BOARD ACTION REQUESTED:**

To approve the 2023 Holiday Calendar as proposed.

## 2023 HOLIDAY CALENDAR

Holiday	Status
New Year's	<b>Open Saturday, December 31</b> <b>Closed Sunday, January 1</b> <b>Administration &amp; Technical Services closed Monday, January 2**</b>
Martin Luther King Jr. Day	<b>Closed Monday, January 16</b>
Presidents' Day	<b>Closed Monday, February 20</b>
<i>Staff Inservice Day</i>	<b>Closed Thursday, March 30*</b>
Easter	<b>Open Sunday, April 9</b>
Memorial Day	<b>Closed Monday, May 29</b>
Juneteenth	<b>Closed Monday, June 19</b>
Independence Day	<b>Closed Tuesday, July 4</b>
Labor Day	<b>Closed Monday, September 4</b>
<i>Staff Inservice Day</i>	<b>Closed Monday, October 16*</b>
Veterans' Day	<b>Closed Saturday, November 11</b> <b>Administration &amp; Technical Services Closed</b> <b>Friday, November 10</b>
Thanksgiving	<b>Closed Thursday, November 23</b> <b>Open Friday, November 24</b> <b>Administration &amp; Technical Services Closed**</b>
Christmas	<b>Closed Sunday, December 24*</b> <b>Closed Monday, December 25</b>
New Year's	<b>Open Sunday, December 31</b> <b>Closed Monday, January 1, 2024</b> <b>Administration &amp; Technical Services closed Monday, January 2**</b>

\* Not a paid holiday under Ramsey County Personnel Rules.

\*\* Non-public service staff follow Court House schedule.

## Request for Library Board Action

Meeting Date  
October 19, 2022

Action Requested  
Approval

Presented By  
Johanna Berg,  
Deputy County Manager EGCI

**SUBJECT:**

Approval of the Culture Consultant Contract.

**BACKGROUND:**

See attached contract for complete contract details.

**BOARD ACTION REQUESTED:**

To approve the contract between Ramsey County Library and the Center for Economic Inclusion as presented.



## Professional Services Agreement

This is an Agreement between Ramsey County Library, a political subdivision of the State of Minnesota, Hold ("RCL") and Center for Economic Inclusion (CEI), 1015 4th Avenue, North, Suite 202, Minneapolis, MN 55405-1178, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from October 19, 2022 through December 31, 2024 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.

Lead and execute organizational change management and development of an anti-racist culture strategy.

##### A. Organization Assessment of Library Department current State

1. Provide an organizational assessment of current state culture to identify the opportunities to champion an anti-racist culture.
  - a. Collect and analyze quantitative and qualitative data, such as workforce demographics, promotions, disciplinary actions, retention, turnover, and exit interviews.
  - b. Provide qualitative data collection through up to six (2-hour) focus groups and up to four (1-hour) interviews to build shared understanding and make meaning of quantitative data findings with affinity groups, staff and leaders.
  - c. Present summarized key themes with potential areas of focus with leadership and potential project team champions.

Timeline: December 2022 – March 2023

Deliverable: Provide and present data and themes for key findings for opportunities for racial equity

##### B. Employer Learning and Cultural Readiness

1. Provide education, training, and library leadership coaching to ground the EGCI and Library leadership in the Contractor’s approach, principles of anti-racist culture, six of systems change, foundational learn, and community engagement.
  - a. Provide up to three (2-hour) overview workshops on the Contractor’s approach
  - b. Provide up to two (2-hour) sessions for shared understanding on anti-racism (historical to current day), anti-racist actions and principles, and defining and anti-racist culture for the County Library.
  - c. Provide up to two (2-hour) workshops with leadership and a racially diverse team of participants to identify core issues or factors that have led the current state reflected in data analysis. This would serve as the focus for Strategic Action Plan Development and Design.

Timeline: December 2022 – April 2023

Deliverable: Execute education, training, and lay the groundwork for library leadership coaching – up to 7 sessions

- C. Strategic Action Plan Development and Design
  1. Facilitate up to six (2-hours) working sessions with department leadership and champions to define results statement, identify root causes, develop goals, statements, and identify strategies and metrics.
  2. Document true culture patterns, identify pathways to address issues, and develop next steps with aggressive timelines to advance change in the department.
  3. Prioritize actions toward the designed goal and strategies identified over 3-, 6-, and 12-month timeframes in alignment with departments capacity to inform a strategic for effective implementation.
    - a. Develop racial equity roadmap in collaboration with department leadership and team champions with timeline and accountabilities.

Timeline: May 2023 – October 2023

Deliverable: Data informed plan that will serve as a racial equity roadmap towards an anti-racist culture with a defined end-result, strategies, metrics, and partners.

- D. Strategic Action Plan Implementation
  1. Provide library leadership coaching, thought leadership, and co-creation of tools to support implementation of strategic action plan.
  2. Provide 4 hours of biweekly coaching and attendance of biweekly project team meetings.
    - a. Tools may include marketing materials, slide decks for internal and external audiences, etc.

Timeline: November 2023 – November 2024

Deliverable: Shared understanding and engagement in design of Strategic Plan and data-informed consulting approach centered in racial equity to drive strategies for measurable impact.

- E. Final Reporting
  1. Center and identified Library Leadership Team and champions co-create final report that gathers all information and insight from Milestones 1-4.
  2. Provide technical support for up to 3 presentations with County identified leadership and champions to share and report project progress from milestones 1-4 with ECGI team leadership, library department, executive team, and Ramsey County Board.
  3. Technical support includes, strategic communications consulting, support identifying audience(s) and preparing key messages, co-design and co-leading meeting, tool development, identifying additional training needs, and review of taking points for appropriate level of content.

Timeline: December 2024

Deliverable: Final project report of the project and each milestone and technical support of up to 3 presentations.

**2.2.**

During the term of the contract, the RCL reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.



**2.3.**

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.

**2.4.**

The Contractor agrees to furnish the RCL 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 RCL, upon request.

**3. Schedule**

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

**4. Cost**

**4.1.**

The RCL shall pay the Contractor a fixed price of \$ 296,500.00.

**4.2.**

Expenses & Travel - Expenses for materials, travel, and in person meetings will be billed separately and approved in advance by the County.

**5. County Roles and Responsibilities**

The County shall 1) assign a single point of contact and project sponsor for all activities related to this project, 2) actively engage senior leadership in all phases, and 3) schedule meetings, manage attendance and technology.

**6. Contracting for Equity**

**6.1. Commitment to Advancing Racial Equity**

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

**6.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)**

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

*"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:*

*(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;*

*(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;*

*(3) that a violation of this section is a misdemeanor; and*

*(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."*

### **6.3. Equal Employment Opportunity and Civil Rights**

#### **6.3.1.**

Contractors agree 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. Contractors 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.

#### **6.3.2.**

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

#### **6.3.3.**

Contractors shall agree 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:

##### **6.3.3.1.**

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

##### **6.3.3.2.**

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

**6.3.3.3.**

If it is discovered that a 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.

**6.4. Diverse Workforce Inclusion Resources**

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

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect 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 Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through [askworkforcesolutions@ramseycounty.us](mailto:askworkforcesolutions@ramseycounty.us) or by calling 651-266-9890.

**7. General Contract/Agreement Terms and Conditions**

**7.1. Payment**

**7.1.1.**

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

**7.1.2.**

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

**7.2. Application for Payments**

**7.2.1.**

The Contractor shall submit an invoice 10% (\$29,650.00) upon contract execution and 25 monthly installments in the amount of \$10,674.00.

**7.2.2.**

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

**7.2.3.**

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.

**7.2.4.**

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 RCL. Contractor shall suspend services for receivables 60 days past due and will not resume services until the account is current.

**7.2.5.**

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

**7.2.6.**

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the RCL 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.

**7.3. 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 RCL or Ramsey County

**7.4. Successors, Subcontracting and Assignment**

**7.4.1.**

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

**7.4.2.**

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

**7.4.3.**

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

## **7.5. Compliance With Legal Requirements**

### **7.5.1.**

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

### **7.5.2.**

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

## **7.6. Data Practices**

### **7.6.1.**

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.

### **7.6.2.**

The Contractor designates Twanna A. Black 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.

### **7.6.3.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCL or Ramsey County data is contained or which are used to access RCL or Ramsey County data in the course of providing services under this Agreement. Access to RCL or Ramsey 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 RCL or Ramsey County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the RCL or Ramsey County written verification that the data has been purged.

## **7.7. Security**

### **7.7.1.**

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.

### **7.7.2.**

Contractors shall report to RCL and 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 RCL and Ramsey 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 RCL and Ramsey 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.

**7.7.3.**

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.

**7.7.4.**

The RCL and Ramsey County retains the right to inspect and review the Contractor's operations for potential risks to RCL and Ramsey 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.

**7.7.5.**

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

**7.8. Indemnification**

The Contractor shall indemnify, hold harmless and defend the RCL and Ramsey 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 RCL or Ramsey 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.

RCL and Ramsey County shall indemnify, hold harmless and defend the Contractor, its officials, agents, and employees against any and all liability, losses, cost, damages, expenses, claims or actions, including reasonable attorney's fees, which the Contractor, 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 RCL and Ramsey County, or its subcontractors, ad their officers, agents or employees, in the execution, performance, or failure to adequately perform the RCL's or Ramsey's obligations pursuant to this Agreement.

## **7.9. Contractor's Insurance**

### **7.9.1.**

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.

### **7.9.2.**

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 RCL contracting department evidencing such coverage to the RCL throughout the term of this Agreement.

### **7.9.3.**

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

#### **7.9.3.1.**

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.

### **7.9.4. Workers' Compensation**

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

### **7.9.5.**

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

excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

**7.9.6.**

The Contractor is required to add RCL and 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.

**7.9.7.**

If the Contractor is driving on behalf of the RCL but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

**7.9.8.**

The Contractor waives all rights against the RCL and 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, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

**7.9.9.**

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 and/or certificates of insurance shall be submitted to the RCL upon written request and within 10 business days.

**7.9.10.**

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-.

**7.9.11.**

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 RCL or Ramsey County.

**7.9.12.**

All Certificates of Insurance shall provide that the insurer give the RCL 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 the RCL for cancellation due to non-payment of premium.

**7.9.13.**

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

**7.10. 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 RCL, the State Auditor, or the RCL'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.

### **7.11. 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.

#### **RCL:**

Margaret Dreon, Ramsey County Planning Manger / Executive Director, 15 West Kellogg Blvd, Saint Paul, MN 55102

#### **Contractor:**

Twanna A. Black, Founder & Chief Executive Officer, Center for Economic Inclusion, 1015 4th Ave N Suite 202, Minneapolis, MN 55405-1178

### **7.12. Non-Conforming Services**

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

### **7.13. Setoff**

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

### **7.14. 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 RCL. 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.

### **7.15. 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.

### **7.16. 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.

### **7.17. 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 RCL 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 RCL'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 RCL.

### **7.18. Termination**

#### **7.18.1.**

The RCL 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 RCL upon the commencement of such proceedings or other action.

#### **7.18.2.**

If the Contractor violates any material terms or conditions of this Agreement the RCL 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.

#### **7.18.3.**

The RCL or Contractor may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the other party. 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.

### **7.19. Interpretation of Agreement; Venue**

#### **7.19.1.**

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.

#### **7.19.2.**

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.

## **7.20. 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.

## **7.21. Infringement**

### **7.21.1.**

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the RCL, defend, indemnify, and hold the RCL, 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 RCL'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 RCL will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

### **7.21.2.**

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

## **7.22. Debarment and Suspension**

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

## **7.23. 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.

## **7.24. Entire Agreement**

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the RCL 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.

## **8. Special Contract Terms and Conditions**

### **8.1. Intellectual Property**

#### **A. Ownership Rights**

County owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks, in the works and documents created and paid for under this Agreement. The “works” means all inventions, improvement, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, or specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “Works” includes documents. The “documents” are the original 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 Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the County and all such documents must be immediately returned to the County by the Contractor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Contractor assigns all right, title, and interest it may have in the works and the documents to the County. The Contractor must, at the request of the County, execute all papers and perform all other acts necessary to transfer or record the County’s ownership interest 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 Contractor, including its employees and subcontractors, in the performance of the SOW, the Contractor will immediately give the County’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
2. Representation. The Contractor must 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 County, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents.

- C. To the extent, if any, that Clause 8.1.A. does not provide County with full ownership, right, title, and interest in and to the works and documents and all content included in the works and documents for which County has made payment, Contractor hereby grants County a perpetual, irrevocable, fully paid, royalty free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, and sell or otherwise dispose of the works and documents, with the right to sublicense each and every such right.

## **8.2. Data Disclosure, Publicity and Endorsement**

- A. The Contractor and County must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the County.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the County’s Authorized Representative as to how the Contractor should respond to the request. The Contractor’s response to the request shall comply with applicable law.

- B. **Publicity.** Any publicity regarding the subject matter of this Contract must identify the County as the sponsoring agency and must not be released without prior written approval from the County. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided under this Contract.
- C. **Endorsement.** The Contractor must not claim that the County endorses its products or services.

### **8.3 Warranty and Standard of Performance**

- A. During the term of this Agreement the Contractor warrants that all services will be performed with the highest standard of professional service, that all Deliverables will be free from defects or deficiencies, and that services and Deliverables will conform with all requirements of the Scope of Services. Nonconforming goods or services will be replaced, corrected or re-performed at the Contractor's expense. Any services corrected or re-performed or Deliverables corrected will be covered by this warranty.
- B. The Contractor must ensure that all services are accomplished by professionals qualified and competent in the applicable discipline. The Contractor remains responsible for the professional and technical accuracy of all services and Deliverables furnished. All Deliverables must be prepared in a form and content satisfactory to the County and delivered in a timely manner consistent with the requirements of an Scope of Services.
- C. Based on the type of services provided, the County may request other warranties from any Contractor.