



Board of Commissioners

Agenda

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

August 16, 2022 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of August 16, 2022 is Presented for Approval** [2022-328](#)

Sponsors: County Manager's Office

Approve the agenda of August 16, 2022.

2. **Minutes from August 9, 2022 are Presented for Approval** [2022-329](#)

Sponsors: County Manager's Office

Approve the August 9, 2022 Minutes.

PRESENTATION OF AWARD

3. **Recognition Award to Maria Wetherall, Director of Veterans Services** [2022-459](#)

Sponsors: Board of Commissioners

ADMINISTRATIVE ITEMS

4. **Authentic Connections Program Fee Adjustments** [2022-411](#)

Sponsors: Public Health

1. Approve adjustments to Public Health Authentic Connections program fee from \$73 per service to \$75 per hour, plus travel expenses and additional program costs.
2. Authorize the County Manager to approve and execute service revenue agreements and amendments for the Authentic Connections program, in a form approved by the County Attorney's Office.

5. **Agreement with Emphasys Software for Investment Software** [2022-391](#)

Sponsors: Finance

1. Approve the selection of and the agreement with Emphasys Software, 1200 SW 145th Avenue, Suite 310, Pembroke Pines, Florida 33027, for investment software for the period of August 17, 2022 through August 16, 2027, with two five-year renewal options,

- in accordance with the rates established in the agreement.
- 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.

6. Updated Fee Schedule for Cross-Country Ski and Battle Creek Winter Recreation Area [2022-402](#)

Sponsors: Parks & Recreation

Approve the updated fee schedule for cross-country ski and Battle Creek Winter Recreation Area.

7. Public Works Construction Quarterly Report for April 1, 2022 through June 30, 2022 [2022-437](#)

Sponsors: Public Works

Accept the Public Works Construction Quarterly Report for the period of April 1, 2022 through June 30, 2022

8. May 2022 Report of Contracts, Grant and Revenue Agreements, Emergency Purchases, Sole Source, Single Source Purchases and Final Payments. [2022-414](#)

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 May 2022.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:
 10:15 a.m. (estimated) - Information and Public Records Service Team Committee of the Whole:
 Voting Rights Act - Section 203 Language Requirements
 Council Chambers, Courthouse – Room 300

Advance Notice:
 August 23, 2022 County board meeting – Council Chambers
 August 30, 2022 No county board meeting – 5th Tuesday
 September 6, 2022 County board meeting – Council Chambers
 September 13, 2022 No county board meeting – Budget Committee of the Whole



Board of Commissioners

Request for Board Action

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

Item Number: 2022-328

Meeting Date: 8/16/2022

Sponsor: County Manager's Office

Title

Agenda of August 16, 2022 is Presented for Approval

Recommendation

Approve the agenda of August 16, 2022.



Board of Commissioners

Request for Board Action

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

Item Number: 2022-329

Meeting Date: 8/16/2022

Sponsor: County Manager's Office

Title

Minutes from August 9, 2022 are Presented for Approval

Recommendation

Approve the August 9, 2022 Minutes.

Attachments

1. August 9, 2022 Minutes



Board of Commissioners

Minutes

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

August 9, 2022 - 9 a.m.

Council Chambers - Courthouse Room 300

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

ROLL CALL

Commissioner Frethem arrived after Roll Call.

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

Absent: Frethem

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner Ortega:

Every community owes its existence and vitality to generations from around the world who contributed their hopes, dreams, and energy to making the history that led to this moment. Some were brought here against their will, some were drawn to leave their distant homes in hope of a better life, and some have lived on this land since time immemorial. Truth and acknowledgment are critical to building mutual respect and connection across all barriers of heritage and difference.

We are standing on the ancestral lands of the Dakota People. We want to acknowledge the Ojibwe, the Ho Chunk and the other nations of people who also called this place home. We pay respects to their elders past and present. Please take a moment to consider the treaties made by the tribal nations that entitle non-Native people to live and work on traditional Native lands. Consider the many legacies of violence, displacement, migration, and settlement that bring.

1. Agenda of August 9, 2022 is Presented for Approval [2022-326](#)

Sponsors: County Manager's Office

Approve the agenda of August 9, 2022.

Motion by McDonough, seconded by Frethem. Motion passed.

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

2. Minutes from August 2, 2022 are Presented for Approval [2022-327](#)

Sponsors: County Manager's Office

Approve the August 2, 2022 Minutes.

Motion by Carter, seconded by Ortega. Motion passed.

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

ADMINISTRATIVE ITEMS

3. Detox Services Per Diem Rate Adjustments [2022-458](#)

Sponsors: Social Services

Approve adjustments to the detox services per diem rate, from the current rate of \$258 to the proposed rate of \$395, effective upon board approval, or shortly after.

Motion by Ortega, seconded by McDonough. Motion passed.

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

Resolution: [B2022-185](#)

4. Community Corrections Consolidation Project at Metro Square [2022-412](#)

Sponsors: Community Corrections, Property Management

1. Accept and approve the Community Corrections Consolidation Project budget and financing plan in an amount up to \$1,580,000.
2. Authorize the County Manager to account for the Community Corrections Consolidation Project as a project budget in the Property Management budget.
3. Authorize the County Manager to enter into agreements, and execute change orders and amendments to agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the budget of the approved projects.

Motion by Ortega, seconded by McDonough. Motion passed.

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

Resolution: [B2022-186](#)

5. Settlement Agreements in Sullivan v. Ramsey County (Court File No. 62-CV-21-651) [2022-438](#)

Sponsors: Board of Commissioners

1. Approve the settlement agreements with Devin Sullivan, Mohamud Salad, Timothy Ivory, Anabel Herrera, Stanley Hafoka, Nathaniel Gomez-Haustein, Cedric Dodds, and Chelsea Cox relating to Sullivan v. Ramsey County, Court File No. 62-CV-21-651, totaling \$1,455,000.
2. Authorize the Chair and Chief Clerk to execute the settlement agreements.

Chair MatasCastillo read the board statement for this item. Discussion can be found on archived video.

Motion by Carter, seconded by McDonough. Motion passed.

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

Resolution: [B2022-187](#)

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 9:41 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2022-459

Meeting Date: 8/16/2022

Sponsor: Board of Commissioners

Title

Recognition Award to Maria Wetherall, Director of Veterans Services

Attachments

None.

Item Number: 2022-411

Meeting Date: 8/16/2022

Sponsor: Public Health

Title

Authentic Connections Program Fee Adjustments

Recommendation

1. Approve adjustments to Public Health Authentic Connections program fee from \$73 per service to \$75 per hour, plus travel expenses and additional program costs.
2. Authorize the County Manager to approve and execute service revenue agreements and amendments for the Authentic Connections program, in a form approved by the County Attorney's Office.

Background and Rationale

Since 2004, Public Health's Healthy Communities Division, has conducted violence prevention work with three initiatives: the Wakanheza Project; Making Authentic Connections; and Creating Welcoming Environments. Each program worked to address social inclusion, healthy relationships and the prevention of violence with a specific audience. The programs have been successfully implemented in libraries, governmental, nonprofit and public sector agencies throughout Ramsey County. The three initiatives promote racial and health equity and inclusion as tools to create violence interventions. In 2019, the three initiatives were reviewed and found to contain overlapping content. The three initiatives were merged and renamed as "Authentic Connections" and continues to promote meaningful connection with others as a protective factors in health, such as individual or environmental characteristics, conditions, or behaviors that reduce the effects of stressful life events.

Authentic Connections is a community-based violence prevention program that utilizes the six key principles of environment, bias, empathy, culture, power and connection which are rooted in improving social connection to support individuals, organizations, businesses and communities in reducing, addressing and de-escalating stressful situations in public settings. Authentic Connection principles are supported by research, which shows when there is an increase in social connection, there is a decrease in incidents of violence. When individuals, families, community members or work colleagues feel secure and connected in their lives, they can better thrive in various environments and achieve positive health outcomes.

This is accomplished by inviting individuals to consult, collaborate and be involved in making small changes by reviewing the following interactions:

- How do individuals see themselves or their role?
- What does the physical environment do to promote or inhibit positive interactions?
- What are the predictable or repeated stress points?
- How can people be more intentional in creating interactions to promote connection and belonging?

The core principles of Authentic Connections can be applied and are effective in many different settings.

Levy-funded Public Health staff collaborate with agencies within Ramsey County to tailor individual goals and strategies of the program to maximize the needs of the organization. This collaboration includes conducting training sessions, creating a program implementation plan and providing ongoing consultation as the work progresses, expands and evolves.

Over the past three years, Public Health received numerous requests to provide Authentic Connections training to other municipalities, nonprofit organizations and private entities in greater Minnesota and nationwide. Since staff are levy-funded, Public Health has not been able to offer training to agencies outside of Ramsey County. Requests have been received from:

2022:

- Stillwater Library, Stillwater, MN.
- Penn State College of Medicine, Hershey, PA.
- Arapahoe Libraries, Englewood, CO.
- YouthLink, Minneapolis, MN.

2021:

- Crookston Library, Moorhead, MN.
- Dakota County, MN.
- Clayton Children’s Museum, Santa Monica, CA.
- Explora Science Center and Children's Museum, Albuquerque, NM.
- Children’s Museum, Richmond, VA.

2020:

- Association of Maternal & Child Health Programs national conference,

2019:

- Minneapolis Veteran’s Affairs Health Care Systems, Minneapolis, MN.
- MN Association of Law Libraries.
- University of Minnesota Libraries, Minneapolis, MN.

To expand the work of Authentic Connections, Public Health seeks to adjust Authentic Connection program by offering the training to agencies and organizations beyond the county and charge a fee for the service. Additionally, Public Health seeks to revise the current fee of \$73 per service to an hourly rate of \$75 for staff time, plus travel costs and expenses related to the delivery of presentations via virtual platforms/webinars and/or in person. The Authentic Connections training program would result in service revenue agreements with the agencies and organizations that receive the service.

The revision to the fee structure will allow the county to recover the costs of conducting Authentic Connections programming and would remain in the fee schedule each year. Sharing Authentic Connections with other entities enables Public Health to strengthen programming, enhance the county’s reputation as a leader in violence prevention and fulfill Public Health’s core values of innovation, leadership, partnership and prevention.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

While Authentic Connections is not explicitly a racial equity program, research shows that racial equity is associated with violence prevention. A racial equity evaluation was conducted in 2021, and stakeholders from past and present partner organizations were interviewed. The results from these interviews show there is an agreement that Authentic Connections can be implemented in various settings and in a variety of ways, to meet the specific needs of an organization. Understanding the core principles of the program allows organization to create their own strategies to address existing issues, build upon their organizational values, improve services to their public/patrons, and enhance the organizational culture among employees.

Community Participation Level and Impact

Community partnership is integral in the work related to this program. Community partners identify their vision and objectives for implementation, as well as the specific application within their community or organization they desire to see impacted. Public Health staff work in partnership to support long term growth and sustainability of practices that promote welcoming environments, healthy relationships and increased racial and health equity through ongoing evaluation and collaboration.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

The service revenue agreements will generate an estimated \$4,500 for staff time in yearly revenue for the county. Staff time is calculated by 10 hours of service per event x 3 estimated total events per year at \$75/hour per staff time x 2 staff =\$4,500. Also includes airfare (or mileage) plus hotel which may vary from locations. Travel cost would align with federal guidelines for per diems (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). All collected fees would be routed to Public Health’s Healthy Communities general fund for general operations. The impact would be that it offsets staff time for services with agencies outside of Ramsey County. This is to remain in the fee schedule every year.

Last Previous Action

On February 26, 2019, the Ramsey County Board authorized charging fees to cover the costs of providing Authentic Connections programming (Resolution B2019-050).

Attachments

Authentic Connections

AUTHENTIC CONNECTIONS

a violence prevention program

WHAT IS AUTHENTIC CONNECTIONS?

Authentic Connections is a community-based violence prevention program that utilizes six key principles rooted in improving social connection to support individuals and organizations in reducing, addressing and de-escalating stressful situations in public settings. It is designed for implementation in community, non-profit, public and for-profit organizations. The principles focus on Authentic Connections because research shows that increasing social connection and reducing social isolation decreases incidents of violence within communities.

The Wakanheza Principles were formed out of “The Wakanheza Project”- the founding program for Saint Paul – Ramsey County Public Health in the area of violence-based prevention programs of this type which was originally designed for young children and their families. However, these principles are universal for building authentic social connections. By using strategies more specific to different situations, environments and populations, organizations can create welcoming environments, increase social connection, and reduce stressful situations for their employees, clients and communities.



RAMSEY COUNTY
Saint Paul –
Ramsey County
Public Health

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ramseycounty.us/authenticconnections

THE WAKANHEZA PRINCIPLES



Environment: Environments have significant impacts on behaviors.



Bias: Everyone has implicit bias, which impacts their judgment.



Empathy: All people have the capacity to understand each other’s ideas, feelings and experiences.



Culture: Culture includes deeply rooted beliefs and values that shape individual and world views that influence our interactions with others. Opening ourselves to the appreciation of all cultures and the opportunity to acknowledge differences and similarities will allow us to better connect with others.



Power: Power differences exist within systems and are also experienced uniquely by individuals and impact the way that people interact with others and their environment. Acts of violence can arise from feelings of powerlessness.



Connection: In any given moment we have an opportunity to make remarkable and profound connections with others when we are intentional and choose to do so.

HONORING OUR ROOTS

Wakanheza (wah-kahn-ee-za) is the Dakota word for child and translates literally to “sacred being.” Gabrielle Strong, a member of the Dakota Nation formally gifted the word Wakanheza to Ramsey County in 2004 to share the world view of children as sacred, remind us of the meaning of our words and include indigenous languages of Minnesota in our work. The Wakanheza Principles ask organizations to consider these six principles in their daily interactions.

Item Number: 2022-391

Meeting Date: 8/16/2022

Sponsor: Finance

Title

Agreement with Emphasys Software for Investment Software

Recommendation

1. Approve the selection of and the agreement with Emphasys Software, 1200 SW 145th Avenue, Suite 310, Pembroke Pines, Florida 33027, for investment software for the period of August 17, 2022 through August 16, 2027, with two five-year renewal options, in accordance with the rates established in the agreement.
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

Ramsey County has over \$1 billion in investments. To best manage and report on the investments, the Finance department issued a solicitation for investment software. This will allow the Finance department to provide timely reports that include total portfolio yields, effective rate of returns, portfolio composition, sector, and category analysis. The software provides all of the needed features to ensure compliance with the Ramsey County investment policy. The software will also assist with Governmental Accounting Standards Board compliance reporting for the Annual Comprehensive Financial Report.

The investment of \$12,000 annually, plus \$5,000 for implementation, will save staff time and assist with management of all investments.

On July 14, 2021, a Request for Proposals (RFP) was released for Investment Software Services. The competitive solicitation summary is below:

- RFP Title: Investment Accounting/Portfolio Management Software
- RFP Release Date: July 14, 2021
- RFP Response Date: August 05, 2021
- Number of Contractors Notified: 592
- Number of Proposal Responses: 3
- Proposal Evaluation Team: Debt and Investment Manager, Enterprise Risk Manager, ERP Capability Manager and Investment Debt Management Analyst.
- Evaluation Criteria:
 - Contractor Qualifications (experience, training, technical and professional ability)
 - Key Personnel Qualification (experience, training, technical and professional ability)
 - Project Understanding and Approach
 - Cost
- Contractor recommended: Emphasys Software

The evaluation team reviewed the proposals based on the criteria identified in the solicitation and determined that Emphasys Software, through their SymPro software will be able to meet the needs of the county.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Entering into this agreement by itself does not have a measurable racial equity impact but Finance has been working without a Financial Advisor to explore opportunities to ensure that investments align with Ramsey County's county-wide racial equity goals. Finance is looking into where the county banks, how the county invests funds and even how the county issues debt to increase the diversity and make investments that build wealth in the community. The information and reporting the Finance department receives through the SymPro software will help inform this work.

Community Participation Level and Impact

No community participation was engaged for the Request for Proposals or the selection of Emphasys Software.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The estimated annual cost of this agreement is \$12,000. Finance has sufficient funding available in the approved 2022-23 operating budget and will include this cost in subsequent budgets. This is the first agreement Finance has had for this service.

Last Previous Action

None.

Attachments

1. Professional Services Agreement



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Finance, 121 7th Place East, Suite 4000, Saint Paul, MN 55101 ("County") and Emphasys Computer Solutions, Inc, 1200 SW 145th Avenue, Suite 310, Pembroke Pines, FL 33027, doing business as (DBA) Emphasys Software, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from August 17, 2022 through August 16, 2027 and may be renewed for up to two additional five year period(s).

The full term of this agreement (including renewals) is 15 year(s), 0 month(s) and 0 day(s).

1.1.1.

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

2. Scope of Service

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

2.1.

Furnish all supervision, labor, materials and other resources necessary to provide the County with investment management software. The requested software may serve as an additional resource in investment analytics, providing reporting of current and future portfolio opportunities which is provided in accordance with the County's Request for Proposal BA0000001806, dated July 14, 2021, and Contractor's response dated August 17, 2021. Both documents are incorporated herein by reference and made part of this agreement.

A. Project Services

1. Project Management

The Contractor shall implement the System in phases, where necessary, using a traditional project management approach. The Contractor shall provide project management services throughout the entire Project consistent with project management best practices, to ensure that the Project's goal is met and that the deliverables are submitted and approved within the defined budget and timeline.

2. Documentation

All documents including project plans, phase documentation, training materials and System documentation delivered to the county shall be provided in Microsoft Office formats; native formats where applicable and acceptable by the County. Copies may be printed by the County for its own internal use.

3. Project Phases

Phase I – Planning: After execution of the resulting Agreement with the County, the Contractor will organize and hold a Kick-Off Meeting, provide a high-level Project Schedule/Work Plan with key tasks, dates, milestones, deliverable descriptions and Contractor and County staffing requirements that are necessary to ensure a successful "go live" date.

Deliverables: Kick-Off Meeting, Project Schedule/Work Plan within 15 days after execution of Agreement

Phase II – Design: Design documents should identify any development or configuration that is needed to meet the requirements of the solicitation and proposal response.

Deliverables: Design documents that identify any development or configuration needed to the System within 30 days after Phase I

Phase III – Development / Configuration: This Phase shall cover configuration, customization (if required) and development of the System. During this Phase, the Contractor shall develop all modifications from Phase II – Design and create all documentation listed below.

Deliverables: A fully developed and configured System ready for testing, test plan, training plan, implementation plan, operations and maintenance transition plan, and system functionality documentation. All deliverables identified herein shall be delivered to the department prior to System testing within 60 days after Phase III.

Phase IV – System Testing and Acceptance: 1) Upon determination by the Contract that the System has been successfully installed in a test environment and all environments perform in accordance with the provisions of the resulting Agreement, including the System documentation, the County shall commence a mutually agreed to System Testing and Acceptance period (“Testing Period”). 2) The County will notify the Contractor of any defects or deficiencies identified during the Testing Period and the Contractor will correct the defects and deficiencies or present a plan acceptable to the County that addresses the deficiencies in a time period agreed to by the parties. 3) Upon resolution of all defects and deficiencies identified during the Testing Period, completion of training, and receipt of training and System materials and documentation, the County will provide written System Acceptance to the Contractor.

Deliverables: User Acceptance Test (usually completed by the County) completely developed and configured System installed in a Test Environment; Testing Defect Report with all defects showing fixed, passed and accepted by the County; updates to System Functionality and Training documentation; fully tested and accepted legacy system data.

Phase VI – Deployment: Upon receipt of County’s System Acceptance and upon completion of training and all other pre-deployment services, the Contractor will fully deploy the System in a production environment.

B. Warranty

1. Warranty to begin upon final deployment and System Acceptance assuring the System will operate in accordance with the provisions of the resulting Agreement and System documentation. Warranty services shall be consistent with the requirements described in Section D. Support.
2. The Contractor warrants that all warranty services shall be performed by qualified personnel with that degree of skill and judgement normally exercised by recognized professional firms performing the same or substantially similar services and that the Contractor will devote adequate resources to meet its obligations under the resulting agreement.
3. Contractor acknowledges that time is of the essence with respect to Contractor’s obligations under the resulting agreement and must agree that prompt and timely performance of all services and other Contractor obligations in accordance with the resulting agreement is strictly required.

4. During the term of the resulting Agreement, the Contractor warrants that all services will be performed at a standard consistent with or better than the prevailing practices in the industry for similar services, that all Deliverables will be free from defects or deficiencies, and that System and Project Services will conform to all requirements of the Agreement. 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.

5. The Contractor must warrant that its System will not infringe on any United States patent or copyright or violate any third-party trade secret and will indemnify and defend Ramsey County against any award of damage and costs made against the Contractor by a final judgement of a court of competent jurisdiction.

C. Maintenance Services

1. The Contractor will provide all services, materials, equipment and personnel to maintain its system components that are located off-site, including all software and hardware, in full operating condition and keep it available for use in accordance with the provisions of the resulting agreement.

2. Routine System maintenance shall be conducted at times agreed to in advance by parties and shall include but not be limited to periodic inspections, tests and adjustments. Contractor shall provide the County with a minimum of forty-eight (48) hour notice for non-service impacting maintenance. Contractor shall provide a minimum seven (7) days' notice for planned maintenance which will impact the County's availability to the System.

3. Software releases, updates and upgrades shall be provided on the general release of such releases, updates and upgrades and installed by the Contractor as agreed to by the parties at no additional charge. Contractor must warrant that no release, update or upgrade will have a material adverse effect on the functionality or operability of the System.

D. Support

1. During the term of the resulting agreement, the Contractor will provide software support

1. During the term of the resulting agreement, the Contractor will provide software support from 7:00 AM – 6:00 PM Central Time, Monday – Friday, excluding County holidays. Said support shall include direct phone support, e-mail support or other channels as appropriate.

2. The system must be supported by a redundant backup site with seamless failover capabilities.

3. For critical issues, response to problems will be within fifteen minutes of initial contact and resolution will be within two (2) hours of initial contact. Critical issues are issues that affect the functionality or data of the System, do not have a workaround and prevention from conducting daily business processes; non-critical bugs affect minor functionality or data and have an easy workaround.

4. The Contractor must provide support staff contact information, hours of operation and after-hours support procedures. Such information must be published and be kept current.

5. The Contractor will not change its software support and hardware maintenance policies to adversely impact the County without providing the County with at least twelve (12) months advance, written notice prior to the end of the contract term.

E. Other Legal Requirements

The System will be capable of configuration in order for the County to comply with all federal and state laws and regulations applicable to the data contained within the System. The Contractor agrees to comply with all federal and state laws applicable to the data contained within the System.

F. Amendments for Modules/Products/Services

The County reserves the right throughout the term of the resulting agreement to add, delete or acquire other modules, products or services that the Contractor can supply that are similar to, but not specifically called for in this solicitation. All changes, including SOWs or Service Orders, require a written amendment to the contract and work cannot begin until the amendment is electronically approved by those who are authorized by the County and the Contractor.

If a statement of work (SOW) is required, reference the County's SOW template as shown in Exhibit A.

Any contract amendments for additional modules/features will pertain only to those requested and will not result in any further renegotiations of the existing contract terms and conditions.

G. Contractor's Personnel

Contractor shall ensure that during the term of the Agreement, it has adequate staff of competent personnel to perform the services and provide the Deliverables as set forth in the Agreement. The County may, at any time, request in writing the withdrawal or replacement of any assigned personnel and such request shall not be unreasonably refused by the Contractor. The contractor shall not replace or withdraw any personnel assigned to the Agreement without prior written consent of the County.

2.1.1. Information Security.

The Contractor and the System will comply with the County's Hosting Security Exhibit which is attached and incorporated into this Agreement as Exhibit B.

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 the following unit rates:
License and Service Fees:

Year 1

Implementation - Professional Services - \$5,000

Includes, set-up, conversion of open investment positions and direct interface to Peoplesoft and

training. Travel expenses for onsite training if necessary are not included and will be invoiced as incurred. Reimbursement of expenses, if allowed and agreed to in advance by County, will be made consistent with County policies. County will reimburse only the actual cost of out-of-pocket expenses. If reimbursement for travel is permitted, all airfares will first be authorized by County and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by the resulting contract will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.

SaaS Fee - \$12,000, includes annual Maintenance and Support

Yearly SaaS Fees includes annual maintenance and support

Year 2	\$12,000
Year 3	\$12,000
Year 4	\$12,000
Year 5	\$12,000

5. County Roles and Responsibilities

The County shall

- A. Provide a staff member who will serve as the contact for project management.
- B. Access to subject matter experts will be provided as determined necessary by the department contact.

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 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 County.

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 once a month.

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 County.

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 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.

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 County.

7.4. Successors, Subcontracting and Assignment

7.4.1.

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.

7.4.2.

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.

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 the County. 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 Joe DeMarco 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 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.

7.7. Security

7.7.1.

The Contractor will make commercially reasonable efforts 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 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.

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 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.

7.7.5.

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

7.8. 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 negligent, grossly negligent or intentional 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.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the County's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the County's failure to fulfill its obligation under this Contract.

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

7.9.3.

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.

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.

7.9.3.2.

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.

7.9.4.

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

7.9.4.1.

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.

7.9.4.2.

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.

7.9.5.

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

7.9.6.

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.

7.9.7.

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.

7.9.8.

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.

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 shall be submitted to the County upon written request.

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 County.

7.9.12.

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.

7.9.13.

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

7.9.14.

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.

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 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.

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.

County:

Alexandra Kotze, CFO, Finance, 121 7th Place East, Suite 4000, Saint Paul, MN 55101

Contractor:

Joe DeMarco, Emphasys Software, 1200 SW 145th Street, Suite 301, Pembroke Pines, FL 33027

7.12. 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.

7.13. 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.

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 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.

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 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.

7.18. Termination

7.18.1.

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.

7.18.2.

If either party violates any material terms or conditions of this Agreement the party may, without prejudice to any right or remedy, give the other party, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If either party 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.

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

7.21.2.

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

7.22. 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.

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 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.

8. Special Contract Terms and Conditions

8.1. ORDANCE OF GOVERNANCE

Order of Governance regarding the Terms and Conditions of this Agreement between the parties shall be as follows:

- 1) This Professional Services Agreement
- 2) Exhibit B – Hosting and/or Cloud Services and Security Standards (“Hosting Security Exhibit”)
- 3) Emphasys Software (SaaS) Agreement, which is attached hereto and incorporated as Attachment A.

Exhibit B – Hosting and/or Cloud Services Security Standards (“Hosting Security Exhibit”)

1. **Virtual Infrastructure/Cloud Services.** In addition to the Contractor responsibilities listed in the Agreement by and between the Parties, Contractor acknowledges and agrees to assume the following additional responsibilities:
 - 1.1. **Connectivity.** Contractor will provide the connectivity as described in in the Agreement.
 - 1.2. **Load Balancing.** Contractor will load balance the County applications to meet the needs of the County’s operations, as may be further described in the County’s system architecture specifications, or as mutually agreed to by the Parties.
 - 1.3. **Security.** Contractor will implement reasonable and appropriate systems and procedures sufficient to ensure the security and confidentiality of the County Data, as further specified herein. County Data is defined as the data described in the Data Practices section of this Professional Services Agreement.
 - 1.4. **SOC 3.** Contractor will provide the Services utilizing a SOC 3 compliant data center located in the continental United States. Contractor will perform periodic audits (SOC 3 or other industry equivalent standard mutually agreed to by the Parties) of Contractor’s security controls (i.e., physical and logical security, network configuration, change/problem and vulnerability management and recovery services), and make available to the County a copy of such SOC 3 report and, upon the County’s request, written reports regarding such audits. In the event of any qualified statements in such reports that materially impact the County, the County may immediately terminate the Agreement for material breach without further period to cure.
 - 1.5. **Back-up Services.** Contractor will perform the backup services at the following intervals: Contractor will back-up the servers containing County Data one time each day to a storage area network (SAN), and Contractor will keep each such daily back-up for seven days; Contractor will back-up the servers containing County Data one time each week to a back-up tape. Each week, the back-up tape will be encrypted and stored offsite at a SOC 3 facility located in the continental United States. Contractor will retain one back-up tape per week for seven years. In addition, Contractor will fulfill restoration requests as directed by the County due to site failures. Restoration will be performed within the interval of two to four hours depending on the urgency of the request; and the agreed upon location of the desired back-up media; and if the location is expected to be down for more than 24 hours, Contractor will immediately transfer appropriate back-up data and re-establish all hosting operations in an appropriately functioning secondary server or location.
 - 1.6. **Anti-Virus Software.** Contractor will install and maintain industry standard anti-virus and anti-spyware software for all physical and virtual servers used to provide the Services.
 - 1.7. **Fix Errors.** Contractor will use Contractor’s best efforts to promptly remedy any failure of the Services.

- 2. Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).
 - 3. Monitoring Services.** Contractor will provide the following additional Services with respect to system monitoring:
 - 3.1. Access.** Contractor will provide access to Contractor's client portal, monitoring and alerting of the County's servers, as well as the processes and services being executed by such servers by Contractor's Network Operations Center on a 24 x 7 x 365 basis. In addition, the County will be provided with access to Contractor's Network Operations Center, which allows for 24x7x365 access to support requests, open ticket status, reporting and a knowledge base of previous County issues and projects.
 - 3.2. Monitoring and Detection.** Contractor will provide monitoring and alerting by Contractor's Network Operations Center on a 24 x 7 x 365 basis of Services.
 - 3.3. Equipment Monitored.** The County requests that the Services be provided to cover the computer related items detailed on any network and infrastructure equipment inventory list maintained by Contractor in any County provided disaster recovery guidelines.
 - 3.3.1 Additional Equipment.** If the County has or purchases additional equipment, the monthly fee for Services will automatically be increased at the beginning of the following month to cover the additional equipment. Additional equipment must be inspected and certified as "fit for purpose" by Contractor before it is covered under this Hosting Security Exhibit.
 - 3.3.2 Equipment Retirement.** If the County retires equipment that is not replaced in kind, the monthly fee for Services will automatically be decreased at the beginning of the next month to account for the decrease in the need for support. The County must notify Contractor of the equipment retirement date via e-mail.
 - 3.3.3. County To Provide Access.** The County will provide full and complete access, including admin usernames and password, to all equipment covered under this Hosting Security Exhibit.
 - 3.4. Notification.** Contractor will notify the County of disruption in any Services for which Contractor is providing monitoring. To the extent not specified, Contractor will provide the County with weekly reports of Contractor's monitoring results.
 - 3.5. Fix Issues.** Contractor will promptly apply a fix to any disruption in the Services.
 - 3.6. Communication with Network Operations Center.** The County may communicate with the Network Operations Center via telephone, email, or client portal ticket 24 hours a day, seven days a week and 365 days a year.
 - 3.7. Initiation of Client Portal Tickets.** Unless stated otherwise, client portal tickets are initiated or escalated within 15 minutes of receipt..
- 4. Operating System Patch Services.** Contractor will provide the following Services with respect to operating system Patches:

- 4.1. Patch Monitoring Services.** Contractor will monitor recommendations from software vendors relating Patches (defined below) to software used in one or more Services.
- 4.2. Installation Services.** Contractor will install Patches at a time appropriate to their risk level, which may include considering the following factors: any possible disruption to the Services, and the urgency of the need to install the Patch.
- 4.3. Notification.** Contractor will notify the County of Patch management installations in accordance with the notification requirements agreed upon by the County and Contractor in any Patch Management and Monitoring. To the extent not specified, Contractor will provide the County with weekly reports of Contractor's Patch recommendations and/or installations.
- 4.4. Definition of Patch.** For the purposes of this Hosting Security Exhibit, the term "Patch" means platform and applications software security and anti-virus updates and other software fixes and updates issued by and recommended for installation by software vendors for Software used in one or more Services.
- 5. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor's data privacy, security policies, client guide and/or Information Security Policy, and security procedures that apply to county data, which have been provided to the County and are herewith included herein by reference. The Contractor shall not modify data privacy and security policies absent the County's express consent. In the event Contractor materially degrades the information security standard during any such modification, such degradation shall constitute a material breach by Contractor under the Agreement Contractor will comply with applicable U.S. laws and regulations concerning information security, the US-EU Privacy Shield Framework as established by the United States Department of Commerce and conduct SSAE 16 audits (or SOC 2) at least annually, or in the event it is superseded, the resultant SSAE 16 equivalent.
- 6. Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures ("Security Program") that complies with industry best practice and applicable privacy laws. Contractor's Security Program includes, at a minimum:
 - 6.1.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;
 - 6.2.** A security design intended to prevent any compromise of Contractor's own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;
 - 6.3.** Appropriate internal practices including, but not limited to, encryption of data in transit and at rest; using appropriate firewall and antivirus software; maintaining these countermeasures, operation systems and other applications with up-to-date virus definitions and security patches so as to avoid any adverse impact to County's systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to

systems and applications; and preventing unauthorized access to County systems via the Contractor's networks and access codes; and

6.4. All persons with authorized access to County Data must have a documented genuine need-to-know prior to access;

6.5. Contractor warrants that the services and deliverables will not contain, and Contractor, its employees or Contractor's Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any service or deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

7. Source Code Protection. Contractor will have in place and will maintain an industry standard security program which protects Contractor's source code from a compromise by Contractor's subcontractors or any other third party.

8. Audit. County may conduct a security review of Contractor's Security Program when determined as reasonably required by County. Contractor will provide County copies of its data privacy and security policies and procedures that apply to County Data. Subject to reasonable notice, Contractor shall provide County an opportunity to conduct a privacy and security audit of Contractor's Security Program and systems and procedures that are applicable to the Services provided by Contractor to County. Such audit may be conducted on-site by County personnel or County's contracted third party assessors or through surveys and interviews, at the option of County. In the event that Contractor has any security audits or review of its own systems performed by Contractor or a third party, including vulnerability and penetration assessments, it will give County notice of any current findings that are likely to adversely impact County Data and will keep County timely informed of its remediation efforts. If the audit reveals any vulnerability, Contractor shall correct such vulnerability at its sole cost and expense and shall certify the same in writing to County. Contractor shall use best efforts to correct all vulnerabilities and provide County a report explaining corrective actions immediately but no later than within thirty (30) days of completion of the audit, unless County agrees in writing otherwise. Contractor's failure to procure audits or to complete corrections in a timely manner will be a material breach of the Agreement.

9. Mobility and Transfer of Data. No Confidential Information, CPI, CPM or County Data shall be stored, transported, or kept on a laptop or any other mobile device or storage media, including USB, "thumb drives," DVDs, CDs, unless encrypted using an encryption methodology approved in writing by County. All electronic data transfers of County Data must be via secure FTP or other County approved protocol and/or in approved encrypted form. Any physical removal or transfer of County Data from County's or Contractor's facilities shall be conducted only according to controls developed or approved by County.

10. Security Certification. Contractor must maintain a level of security certification or assessment consistent with best practices and by a qualified third party reasonably acceptable to County. Such certifications shall be provided to County as reasonably requested by County.

11. Segmentation. Contractor warrants that all County Data is maintained so as to preserve segmentation of County Data from data of others.

12. Controls. The County agrees that Contractor is solely responsible for all testing and auditing, including port scanning and penetration testing, of Contractor security controls. Contractor shall provide results of such testing as requested by the County.

13. Penetration Testing. Penetration testing of the Contractor's architecture is included at a frequency of one per year at no additional cost. Contractor will coordinate with the current Contractor penetration testing vendor and shall use best efforts to remedy any issues identified immediately but no later than within thirty (30) days of reporting. At the County's request Contractor will provide the final report to the County once it has been verified it does not contain information related to any other clients. Contractor's failure to remedy and report the remedy in a timely manner will be a material breach of the Agreement. Additional penetration tests or the County specific penetration tests will be at the expense of the County and will be arranged through Contractor's vendor for penetration testing.

14. Security Policies. Contractor's security policy is posted [Insert URL] and is made up of the following documents:

- Acceptable Use Policy
- Access Control Policy
- Business Continuity Policy
- Data Destruction and Retention Policy
- Data Security Policy
- Disaster Recovery Policy
- Email Use Policy
- Encryption Policy
- Exception Request Policy
- Incident Management policy
- Internet Security Policy
- Mobile Device Policy
- Network Security Policy
- Password Policy
- Patch Management Policy
- Personnel Security and Termination Policy
- Physical Security Policy

- Privacy Policy
- Physical Security Policy
- Server Security Policy
- Scanning and Security Policy
- Server Audit Policy
- Third Party Access Policy

15. Hosting Security Standards. The hosting security standards for the Contractor or Contractor's Agent's data center(s) (the "Data Center") include:

- Physical Security
 1. Video cameras
 2. Motion sensors
 3. Fire sensors
 4. Locked doors with controlled access
 5. Manned reception area
 6. Visitor log

There are no external windows in the Data Center. In the Data Center, all physical equipment is owned or leased by Contractor and/or Contractor's Agent and is subject to terms herein for all such hosting services including without limitation the secure management and monitoring of all components of the Services provided. Exterior perimeter walls, doors, windows and the main interior entry door to the raised floor environment are constructed of materials that afford UL rated ballistic protection. Vegetation and other objects within the Data Center are maintained such that an intruder would not be concealed.

Physical access mechanisms (e.g. access cards, biometric devices, man-traps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the Data Center. Portals and Tdar man-traps have been installed as an anti-tailgating measure in the Data Center lobby. All access into and out of the Data Center is through either a portal or Tdar man-trap. The portal/man-trap bypass doors are only to be used in the event an individual is unable to use the portal or man-trap. Examples include handicap, phobia or other restrictions on a case-by-case basis. Tours and emergency Data Center security operations crews will be permitted to use the Portal bypass door, when necessary. All security systems have dedicated 24x7 UPS systems and standby emergency power support.

The Data Center incorporates video cameras, motion sensors, fire sensors, locked doors with controlled access, manned reception area, visitor log, and glass break sensors in the Data Center. There are no external windows in the Data Center. Video cameras are used in the front entrances, emergency exits, secure areas, main lobby, elevators, general employee areas, within the Data Center and monitoring the grounds and parking lots around the Data Center. Security monitoring is recorded to digital files with a 90 day retention. Tapes are rotated every 30 days and are stored offsite. Motion sensors are located on the roof and are armed 24x7. The Data Center utilizes on-site and remote monitoring centers and both are manned 24x7.

The Data Center requires a key-card for entry. Only three designated employees are permitted to open the door to accept shipments or greet visitors. The Data Center is staffed from 6 a.m. to 7 p.m. weekdays. Security guards patrol the building during unstaffed hours. Video cameras are positioned in the areas surrounding the Data Center. All visitors must sign in and be escorted at all times.

All persons requesting access into the Data Center must be positively identified. This process requires the requesting person to submit valid (unexpired) Government issued photographic ID at the desk and sign in and out of the Data Center. Visitors must be approved by Contractor's personnel prior to arriving at the Data Center. The Data Center incorporates secure badges, secure visitor badges, and biometrics. All visits must be arranged in advanced, and all visitors are escorted at all times.

- Network Security
 1. Every connection to an external network is terminated at a firewall.
 2. Network devices are configured to prevent communications from unapproved networks.
 3. Network devices deny all access by default.
 4. Security patches are regularly reviewed and applied to network devices.
 5. Contractor follows a strict change management process which incorporates Change Advisory Board review and approvals.
 6. Communication through a network device is controlled at both the port and IP address level.
 7. There is a documented standard for the ports allowed through the network devices.
 8. Contractor prevents unauthorized devices from physically connecting to the internal network.
 9. There is an approval process to allow the implementation of extranet connections.
 10. There are regular scans for rogue wireless access points.
 11. Contractor manages a SIEM (Security Information and Event Management) tool to review any potential security, infrastructure and vulnerabilities.
 12. Contractor subscribes to Contractor's Agent's dedicated NIDS service and 24 x 7 incident response to monitor and respond to intrusion attempts.
 13. The Data Center is compliant with SOC-1 and SOC-2.

16. Backup. Contractor uses daily on-site backups that are transferred offsite weekly. On-site backups are in a secured tape library within the data center. The tapes travel to a secure facility in locked storage. All of the County Data will be contained in a distinct database that will follow the backup process set forth in the Agreement. Some systems are not backed up because they do not contain any useful data and the recovery process is to rebuild these systems.

- Full backups of the County's repositories are performed daily at 11:30 p.m. CT.
- Incremental backups are performed every hour.

- The backups are sent to tape every evening.
- Backup tapes are tracked in the Data Center where the backup takes place.
- Tapes are in locked containers before going offsite.
- The containers are tracked in the offsite facility and are stored for thirty (30) days.

17. Disaster Recovery. Contractor's Disaster Recovery plan is structured in a recovery team format. This format increases the efficiency by allowing departments to be recovered concurrently. The plan provides critical recovery solutions, information and specific steps required to be followed by each team member to ensure successful recovery. Contractor has a Crisis Manager and leadership identified with responsibilities clearly assigned. Alternates for each critical team member are identified to be involved in the event that the team member is not available. The Disaster Recovery Plan is tested and updated at least annually or when major changes warrant updating. A report of each Disaster Recovery test is completed and any identified gaps and lessons learned are shared with leadership. Any major gaps are prioritized and mitigated where ever possible. At the County's request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

Contractor also includes Business Continuity Plans (BCP) as part the annual testing efforts. This includes a full BCP tabletop exercise with leadership engagement. A report of the annual BCP test is generated and reviewed with leadership. Any gaps identified are prioritized by leadership and are assigned and mitigated where ever possible before the next BCP test if not before. At the County's request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

18. County Data. The Contractor shall provide the County with all County Data upon termination or at any earlier time in the format reasonably requested by the County at no additional cost to the County. In addition, to the extent the County requests Transition Services, the Contractor will provide such Transition Services as provided below. The return of the County Data will either be provided once Transition Services are completed, or earlier, as requested by the County. The Contractor shall not destroy the County Data until such time as the County has confirmed successful access to the returned County Data.

18.1. "Transition Services" means those Services that are provided by Contractor to County at the time of expiration or termination of the Agreement, Service Order, SOW, or any other termination of Services, along with any new services that County may require to transfer County Data, and the affected Services to County or to any third party designated and authorized by County.

18.2. "Transition Services Period" means a period of six (6) months, or as otherwise described in the Agreement, Service Order or SOW, for the orderly transition of Services and transfer of any County Data to County or another service provider, beginning upon the expiration of the Agreement, Service Order, SOW, or other termination of Services.

18.3. “Transition Services Plan” is the written methodology and approach, including Deliverables and timelines that Contractor will use to deliver the Transition Services during the Transition Services Period.

18.4. Transition Services. In connection with the expiration or termination of the Agreement, any Service Order, or SOW, for any reason, and notwithstanding any dispute between the Parties, Contractor will provide Transition Services for the Transition Services Period, or as otherwise agreed upon between the Parties as follows: (i) Applicable Requirements and Access. At no additional cost Contractor will provide County and any designated Third Party Service Provider in writing, to the extent applicable, applicable standards, policies, operating procedures, and other Documentation relating to the affected Services; (ii) Development of Transition Services Plan. If requested by County, at Contractor’s expense, Contractor will assist County and its designated Third Party Service Provider in developing a Transition Services Plan; (iii) Comparable Fees. Contractor shall provide the Transition Services during the Transition Service Period at fees that are no greater than fees charged County for comparable services prior to termination or if comparable services were not performed for County prior to termination or expiration, then at fees no greater than the fees charged by Contractor to other similarly situated customers or fair market value, whichever amount is less; (iv) Post Transition Services Period. For up to three (3) months after the Transition Services Period, at no cost to County, Contractor will answer all reasonable and pertinent verbal or written questions from County regarding the Services on an “as needed” basis as agreed to by the Parties, and deliver to the County any County owned reports materials and information including without limitation any Confidential Information, CPI, CPM, and County Data that might still be in the possession of Contractor; and (v) Absolute Obligation. Contractor agrees that it has an absolute and unconditional obligation to provide County with Transition Services and Contractor’s quality and level of performance during the Transition Service Period will continue to adhere to all requirements of the Agreement.

19. Data Retention. Contractor may continue to keep or maintain any County Data obtained in the course of performance of the Services so long as the Agreement and the relevant Service Order or SOW remains in effect and such use shall not extend beyond the termination of the Agreement or the relevant Service Order or SOW except with respect to providing Transition Services, provided that Contractor will provide a copy of the County Data upon termination or expiration of the Agreement in accordance with Section XX or at any time requested by County.

20. Warranties.

20.1. Contractor warrants that the Services and Deliverables will not contain, and Contractor, its employees or Contractor’s Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise

harm any Service or Deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

20.2. Contractor warrants that (a) all Services and Deliverables will strictly comply, function and perform in accordance with the functional requirements and specifications of County or as otherwise identified in any and all specifications, criteria, requirements and documentation specified or referred to in the applicable Service Order(s) and/or SOW(s), (b) the Documentation, if any is to be provided, will be accurate, complete and sufficient in detail to enable the End Users to use all of the functionality of the Services and Deliverables without assistance from Contractor or any third party, (c) no information transferred through or stored in or on the Services or Deliverables, while in the possession or under the control of Contractor, will be subject to any loss of accuracy or integrity or corruption, and (d) all Services or Deliverables will comply, function and perform in accordance with all applicable laws and regulations. In the event that the County discovers that any Services or Deliverables do not conform to and perform in accordance with the specifications and requirements of the County, the County shall promptly notify Contractor in writing of such nonconformance, and Contractor shall, at Contractor's sole cost and expense, promptly re-perform Services to modify such Services or Deliverable to make it conform, time being of the essence. In the event Contractor is unable to qualitatively and functionally re-perform the Services or correct a Deliverable within five (5) business days of County notice of the nonconforming Service or Deliverable, County may seek and obtain a refund for the defective Services or Deliverable. Contractor's failure to properly remedy any failed warranty outlined above shall not preclude County from exercising any other remedies available to it under the Agreement or at law or equity.

20.3. Contractor represents and warrants that all third party materials required to operate and fully utilize the Services or Deliverables will be fully disclosed to the County and are commercially available to the County and unless otherwise identified in a Service Order or SOW, no additional license fee or other costs will be incurred by County for use of the Services. Contractor shall and hereby does assign and pass through to the County all warranties, representations and indemnities granted to Contractor by third parties in and with respect to such third party materials, or any component thereof, and all remedies for breach of such warranties, representations and indemnities.

EMPHASYS SOFTWARE AGREEMENT

This Agreement is entered into on the date set forth below, by and between Emphasys Computer Solutions, Inc. having its principal place of business in Pembroke Pines, FL (hereinafter Emphasys); and the Ramsey County having its principal place of business at 121 7th Place East, Suite 4000, St. Paul, MN 55101 (hereinafter Licensee).

1. LICENSED SOFTWARE

1.1. Emphasys grants to Licensee a nonexclusive, nontransferable, non-assignable, non-perpetual, license to use the software identified in Exhibit A ("Licensed Software"), provided to Licensee as Software-as-a-Service ("SaaS"), and Emphasys, as authorized agent, grants to Licensee a nonexclusive, nontransferable, non-assignable, non-perpetual, license to use the software described in Exhibit A ("Other Licensed Software"). The license is solely for Licensee's own use for its internal data processing operations and solely on the one computer system currently used by Licensee or delivered to Licensee in an Emphasys provided hosted environment (SaaS), purchased and delivered hereunder.

2. PROPRIETARY INFORMATION & NON-DISCLOSURE

- 2.1. Emphasys considers the Licensed Software, including source code and Support Services, and all documents related thereto, to constitute proprietary information to Emphasys or to the principals for whom Emphasys is the authorized agent. Title and full ownership, including any modifications or revisions thereto, shall at all times remain with Emphasys or its principal.
- 2.2. [Reserved]
- 2.3. Licensee agrees that it will not allow others to reverse engineer, disassemble, de-compile or in any way tamper with the Licensed Software.
- 2.4. Licensee shall take all reasonable steps to ensure that all Licensed Software, in whatever form, and all documents relating thereto, are held in confidence by Licensee, its employees and consultants and are not disclosed or made available to any third party not licensed by Emphasys, without the prior written consent of Emphasys. Licensee shall instruct all parties having access to the Software of their obligations under this Article.
- 2.5. In the event of Licensee's breach of this Article, as determined by Emphasys, Emphasys shall have the right to enjoin Licensee from further breach and obtain such relief as may be determined by a court of competent jurisdiction.
- 2.6. The parties explicitly acknowledge and agree that this section is to be read in conformance with and is subject to section 7.6 (Data Practices) of the Professional Services agreement.

3. PAYMENT TERMS

- 3.1. Emphasys shall have the right to withhold services and be held harmless in the event scheduled payments due hereunder remain outstanding for a period longer than thirty-five days from the due date. Emphasys shall also have the right to charge a reinstatement or collection fee equal to 10% of any amount unpaid and overdue for this period of time. In addition, Licensee shall be responsible for paying for any third-party collection or legal costs incurred by Emphasys as a result of additional collection efforts.
- 3.2. In addition to any penalties that may be charged, Emphasys reserves the right to assess and licensee agrees to pay a service charge of one and one-half percent (1.5%) per month or partial month on all past due invoices.
- 3.8 Any sales-related taxes, whether specifically identified in this Agreement or not, which are imposed currently or in the future, by any authority with the power of taxation in connection with this Agreement, shall be paid by Licensee. If Licensee is exempt from taxation, Licensee shall provide Emphasys with a Certificate of Exemption upon request.

4. WARRANTY

- 4.1. Emphasys warrants that it is the owner of the Licensed Software and Documentation and that Emphasys has the right to sublicense such Licensed Software or Other Licensed Software, as applicable. Emphasys further warrants that no portion of the Licensed Software or Documentation infringes on the intellectual property rights of any third party.
- 4.2. Emphasys warrants that the Software will be free from defects in material and workmanship and shall substantially comply with Emphasys' then current documentation provided to County at the time of installation. The warranty period of thirty (30) days commences immediately following initial Software installation.
- 4.3. These warranties will only be valid when the Software is used by Licensee in an appropriate and reasonable manner consistent with normal usage and management of such Software. The exclusive remedy of Licensee for breach of these warranties is that Emphasys shall be required to correct, repair, adjust or modify the Software if such defect in material or workmanship occurs and is reported by Licensee in writing within the appropriate warranty period. Emphasys shall not be responsible or liable for damage to the Software caused by the negligence or intentional misconduct of Licensee, the tampering with or modification of the Software by anyone other than Emphasys' authorized personnel, or damage to the Software occurring by virtue of electrical malfunctions.

- 4.4. These warranties do not extend to any Software to which repairs or modifications have been performed by Licensee or persons not authorized by Emphasys, unless such repairs were performed with the prior written consent of Emphasys.
- 4.5. Emphasys warrants that all Services provided pursuant to this Agreement will be performed in a workmanlike manner in accordance with reasonable commercial standards. This warranty shall extend for thirty days following completion of the particular Service, and Emphasys shall correct all Services not so performed if brought to Emphasys' attention in writing within the warranty period.
- 4.6. Emphasys provides no warranties for hardware Equipment and related system software beyond that provided by the manufacturer.
- 4.7. THE WARRANTIES PROVIDED IN THIS SECTION, ALONG WITH THOSE IN THE PROFESSIONAL SERVICES AGREEMENT (PSA), ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **LIMITATION OF LIABILITY**

- 5.1. Liability of Emphasys shall in no event exceed the \$65,000. Except for acts of willful misconduct, in no event shall Emphasys be liable to Licensee or any third party for indirect, incidental, special, consequential, or exemplary damages of any kind arising out of the existence, furnishing, functioning or the use of the Equipment, Software or Services provided hereunder, even if Emphasys has been advised of the possibility of such damages.

6. **SUPPORT**

- 6.1. Emphasys shall provide Support included as part of the annual SaaS fees, commencing on the Effective Date. This Agreement shall automatically renew for additional terms of one (1) year each unless either party provides the other with written notice of termination at least one hundred twenty (120) days prior to the expiration date of the initial term or of any subsequent one-year term. SaaS Fees are based on a 5-year term
- 6.2. Effect of Termination. Upon termination of this Agreement the Licensee shall immediately cease all use of the Licensed Software, and within thirty (30) days of the termination date the Licensee shall (1) uninstall the Licensed Software from all of the Licensee's computers, (2) provide written notice to Emphasys attesting to the removal of the Licensed Software.
- 6.3. The prices of this agreement are fixed for the first five years according to the Professional Services Agreement (PSA) and Exhibit A, License and Service Fees.

Thereafter, Emphasys shall be entitled to increase its fees by no more than 5% for SaaS at the time of each optional renewal via the Amendment process which requires negotiation and written agreement of the parties.

- 6.4. Emphasys agrees to provide Standard Support, as defined in this Agreement, for the Licensed Software licensed to Licensee. Emphasys agrees to provide Standard Support to enable the Licensed Software to perform substantially without interruption and error, and in Substantial Compliance with the then current Documentation and the then current Mandated Changes.
- 6.5. Emphasys is to provide support to Licensee for technical issues arising from the Licensed Software malfunctioning relative to the functionality described in the Documentation. Any additional services to support Licensee are outside the scope of this Agreement.
- 6.6. "Software for Life": Licensee shall be entitled to Upgrades without having to repurchase Emphasys proprietary software licenses. During the term of this Agreement, Licensee shall be entitled to any substantially equivalent future Upgrades of that originally licensed module at no additional license fee, provided that all related SaaS fees have been paid since the original licensing of that module. Licensee is responsible for purchasing any third party required product (hardware or software) and Services required to properly implement the Upgrade.
- 6.7. Audits: During the term of this Agreement, Licensee will maintain complete records regarding software modules installed or purchased, or any other measure upon which SaaS fees are based. Upon reasonable notice to Licensee, Emphasys may audit, at Emphasys' expense, Licensee's unit counts, software modules installed, and other relevant measures and supporting records to determine its compliance hereunder. County will be notified of items to be terminated or expired (removed from system) to allow the County to determine if they need to obtain the data for their internal records.
- 6.8. **Standard Support** means the following services shall be provided by Emphasys to Licensee at no additional cost to Licensee:
 - 6.8.1. Technical troubleshooting and assistance with Licensed Software in order to restore the Licensed Software's functionality to its operational condition prior to any known errors and to comply with related published Documentation, the current published software manuals and Mandated Changes.
 - 6.8.2. Corrections of errors, interruptions, malfunctions or defects in the Licensed Software to enable the Licensed Software to substantially conform to published Documentation.

6.8.3. Assistance with errors caused by routine Software Fixes or Enhancements that are correctly installed, as directed in writing by Emphasys.

7. **RESPONSIBILITIES OF LICENSEE**

7.1. **Request for Service.** At any time, Licensee may report its request for service using Emphasys' dedicated support 800-support number or e-mail. If Licensee believes that the Support Event is a High priority, Licensee shall make every reasonable effort to determine if the event is hardware or software-related prior to requesting support from Emphasys.

7.2. **Standard Required Information.** When contacting Emphasys for Standard Support, Licensee shall provide the following information: Licensee name, phone and contact person, the name of the Licensed Software module (e.g., General Ledger, etc.), the menu item that was selected and the exact difficulty that was experienced. Licensee understands and agrees that its full cooperation and assistance are necessary for Emphasys to properly respond to a request for service. Licensee is responsible for notifying Emphasys of any Licensed Software problems and providing written documentation of Licensed Software problems with specific examples.

7.3. **Install Latest Third Party Software.** Licensee agrees to install in their live environment the latest released version of Third Party Software, for example, Microsoft Windows that is used by and compatible with the Licensed Software within two (2) years of general release by said third party. During such two (2) year period, Emphasys shall use commercially reasonable efforts to continue to support the Licensed Software using Licensee's version of the Third Party Software. In the event a Third Party Software product or version thereof is discontinued, phased-out or no longer supported by its owner, Emphasys' obligation to support that Software shall cease.

7.4. **Reasonable Access.** Licensee agrees to provide those Emphasys personnel involved with the operation and support of the Licensed Software reasonable access to perform activities necessary to fulfill its obligations under this Agreement Licensee will also provide its own Internet access and connection. Such provision shall be operable prior to initial software installation and shall remain operable for the duration of Emphasys' obligation to Licensee for software support services.

7.5. **Data for Support.** Licensee will make available to Emphasys, on a reasonable basis, data necessary for the successful support of the Licensed Software. All such data shall be considered to be Licensee's Proprietary Information, and Emphasys shall retain same in strict confidence and shall not use or disclose such Proprietary Information except to the extent necessary to perform services hereunder.

7.6. **Modifications by Licensee.** In no event shall Emphasys be liable or responsible for correcting any errors or damage resulting from changes or modifications to the Licensed Software made by Licensee.

7.7. **Designated Licensee Contact.** It is the intent that only Licensee designated contacts or, in their absence, their assignees initiate support calls to Emphasys.

8. **GENERAL**

8.1. **Site Location:** The Equipment and Software shall be located at the following address: Microsoft Azure Hosting Site.

8.2. **Export:** The Equipment and Licensed Software furnished by Emphasys herein and any direct products thereof are presently considered licensable commodities and are regulated by the U.S. Department of Commerce. In order to either export said commodities from the United States or to re-export same from any country, a valid license from the U.S. Department of Commerce is required. Diversion contrary to United States Law is prohibited.

8.3. **Assignment:** The rights under this Agreement shall not be assigned by Licensee without the written consent of Emphasys.

8.4. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

8.5. **Waivers:** Any waivers by either party of a breach of any provision to this Agreement shall not operate as, or be construed as, a waiver of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

8.6. **Headings:** The paragraph headings used herein are for convenience of reference only and shall in no way be deemed to define, limit or add to any of the provisions hereof.

Exhibit A
to
EMPHASYS SOFTWARE AGREEMENT
 By and Between
 Emphasys Software and Ramsey County, Licensee
 Effective Date August 03, 2022

1. **Licensed Software:**

Investment Management (SaaS)

General Ledger Module & Interface - Creation and export of journal entries to PeopleSoft
 Market Pricing – Once per month pricing of portfolio

2. **Authorized Users:** 3 concurrent user access

Any other Software licensed during the Term as described in this Exhibit, any amendment hereto or any purchase order issued by Licensee and accepted by SymPro.

3. **License and Service Fees:**

a. **License and Service Fees:**

Total SaaS Fee	\$12,000
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Annual Maintenance and Support	Included
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Setup and Training:	\$5,000
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Includes trainings* & implementation,
 Conversion of open investment positions for current fiscal

*travel expenses for onsite training if necessary are not included
 and will be invoiced as incurred

Year One Total Fees	\$17,000
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Investment Management Yearly SaaS Fee

Year 2	\$12,000
Year 3	\$12,000
Year 4	\$12,000
Year 5	\$12,000

6. **Payment Schedule:**

SaaS fees will be invoiced upon the system being made available in the Emphasys Microsoft Azure Hosting Environment.

Professional service fees and training will be invoiced as services are performed.

Exhibit B
to
EMPHASYS SOFTWARE AGREEMENT
By and Between
Emphasys Software and the Ramsey County, Licensee
Effective Date August 03, 2022

Annual Support and Maintenance Plan

The following SymPro Support and Maintenance Plan applies as of the Effective Date. After the initial 5-year term, Emphasys reserves the right to change this Plan at any time, with 60 days written notice. All changes will be posted at its website: www.sympro.com and will become effective as of the next Renewal Term. However, any Support and Maintenance Plan will include at least the following essential elements:

- Priority service from technical support and client service representatives
- Free SymPro version corrections and enhancements released in the license and service term
- Access to the SymPro Internet Site for Support (www.sympro.com)
- Unlimited telephone technical support in the following areas:

Configuring of SymPro Software

Operational Questions, including standard SymPro reports

Data entry support for all investment types supported within SymPro, including:

Investments

- Certificates of Deposits
- Negotiable Certificates of Deposits
- Checking Accounts
- Commercial Paper
- Commercial Paper Discount
- United States Treasury Issues, Coupon & Discount
- Federal Agency Issues, Coupon & Discount
- Rolling Repurchase Agreements
- GNMA, Pass Through
- Bankers Acceptances
- Corporate Bonds
- Medium Term Notes

Tele-consultation is provided during normal business hours (9:30AM TO 8:00PM – Eastern Time), Monday through Friday for questions dealing with the operations of the Licensed Software on Designated Equipment. Support issues may be reported via voicemail (510-655-0900 Selection 2), fax (510-655-4064), or email (support@sympro.com), 24 hours a day. Answers to “Frequently Asked Questions” are available at www.sympro.com, 24 hours a day. The resolution of some issues may require that Licensee provide Emphasys with a copy of Licensee’s data. Licensee agrees to provide Emphasys with a copy of their data for the purpose of resolving Licensee’s issue and Emphasys agrees to maintain data in conformity with the Minnesota Government Data Practices Act, Ch. 13, will use it only for the resolution of the Licensee’s issue.

Not Included: Consulting on issues concerning investment accounting matters, specific financial or investment matters, research on investments not supported within the Licensed Software, or data entry for investments not supported in the Licensed Software system are not included.

Item Number: 2022-402

Meeting Date: 8/16/2022

Sponsor: Parks & Recreation

Title

Updated Fee Schedule for Cross-Country Ski and Battle Creek Winter Recreation Area

Recommendation

Approve the updated fee schedule for cross-country ski and Battle Creek Winter Recreation Area.

Background and Rationale

In 2021, the Ramsey County Board of Commissioners approved funding in conjunction with a Legacy Amendment Grant through the Metropolitan Council and Minnesota state legislature bonding funds, to build a snowmaking infrastructure at Battle Creek Regional Park on 4 kilometers of cross-country ski trails and a sledding hill that is free to the public. Following other similar park agencies in neighboring counties with snowmaking operations, such as at Theodore Wirth in Minneapolis as well as Hyland Hills and Elm Creek in Three Rivers Park District; Ramsey County Parks & Recreation proposes to enact cross country ski fees to offset the operational costs of the new Battle Creek Winter Recreation Area. The new fee structure replaces the previous use of the Department of Natural Resources Great Minnesota Ski Pass that Ramsey County has utilized.

In order to better serve residents, Ramsey County Parks & Recreation and Saint Paul Parks and Recreation have jointly developed a ski pass system, proposed to be implemented by the winter of 2022. There will be two tiers of ski passes, a "Natural Snow" pass and an "All-Access" pass that would include the snowmaking loops at the Battle Creek Regional Park Winter Recreation Area. Natural Snow ski passes will provide cross-country ski access to Ramsey County and the city of Saint Paul's ski areas, which includes Vadnais-Snail Lake Regional Park, Tamarack Nature Center, Battle Creek Regional Park (excluding the artificial snow loops), Como Park Ski Center, Highland 9 Ski Area and Phalen Regional Park. The "All-Access" ski pass includes the natural snow loops mentioned above, as well as access to the artificially produced snow loops at the Battle Creek Winter Recreation Area. Annual passes, day passes, student passes, as well as ski rentals will give residents a variety of options for participating in winter recreation. An equitable learn-to-ski program will accompany this new area to bring opportunities to communities that are new to skiing. Passes will be sold jointly online, as well as onsite at Saint Paul's Battle Creek Recreation Center, Como Ski Area and Ramsey County's Tamarack Nature Center.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

On April 15, 2022, the Ramsey County Board approved racial equity grant funds of \$164,000 from the Metropolitan Council to develop an equitable learn-to-ski program. Ramsey County Parks & Recreation and Saint Paul Parks and Recreation will work together to leverage these resources to serve the community. This program will not only serve an established audience of youth and adult cross-country skiers but will provide free healthy amenities locally for racially diverse communities that may not have the funds, access, or the cultural tradition to make winter recreation a part of their lives. In addition, the existing sledding hill will be

equipped with snowmaking infrastructure and will remain free and open for public use.

Community Participation Level and Impact

In May 2022, meetings were held with high school coaches, event organizers and ski community enthusiasts to solicit feedback on fee structure and other operational considerations for the Battle Creek Winter Recreation Area. Additionally, during the Battle Creek Regional Park Master Plan process, numerous pop-up workshops, community meetings and collaborative design sessions were held at parks and nearby areas to gather community feedback and share their vision of what the park should look like.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The overall budget for the cross-country ski operations was approved with the 2022-23 budget, but the updated fees had not yet been finalized in time to seek and include community and partner input. An anticipated \$171,016 of revenue generated by these new ski passes is intended to balance the \$171,016 of operational expenses for the Battle Creek Winter Recreation Area and cross-country ski operations. It is anticipated that over 3,000 passes will be sold annually.

Last Previous Action

On December 21, 2021, the Ramsey County Board approved the Metropolitan Council 2021 Competitive Equity Grant awards which included Unlocking Winter Recreation - A Robust and Equitable Learn to Ski Program (Resolution B2021-282).

On October 5, 2021, the Ramsey County Board approved an amendment to the Grant Award from the Metropolitan Council Legacy Fund for the Improvement to the Battle Creek Winter Recreation Area (Resolution B2021-212).

Attachments

1. Winter Recreation Fee Schedule

Ramsey County – City of Saint Paul

Ski Pass Fee Schedule

Annual All-Access Pass	\$80
Additional Household Adult Annual All-Access Pass	\$40
Daily All-Access Pass	\$15
Annual Natural Snow Pass	\$35
Daily Natural Snow Pass	\$6
Child 12 and under	Free
Cross Country Ski Rental	\$12
High School Cross Country Ski Practice	\$40/student annual
High School Cross Country Meet	\$320
Cross Country Meet Cancellation Fee	50% refund, 3 day notice
School Bus Fine: Unloading in BC Rec Center Parking Lot	\$100
Training/Classes Yearly Permit	\$320
Race Stadium Rental	\$320
Events	
Weekdays, Exclusive use of trails, Over three hours	\$1,500
Weekdays, Over three hours	\$900
Weekdays, Under 3 hours, less than 200 skiers	\$320
Weekdays, Under 3 hours, 200 skiers or more	\$600
Weekdays after 6pm, less than 50 skiers	\$200
Weekends before noon	\$1,500
Special Requests	Event Specific

Board of Commissioners

Request for Board Action

Item Number: 2022-437

Meeting Date: 8/16/2022

Sponsor: Public Works

Title

Public Works Construction Quarterly Report for April 1, 2022 through June 30, 2022

Recommendation

Accept the Public Works Construction Quarterly Report for the period of April 1, 2022 through June 30, 2022

Background and Rationale

A quarterly report of Public Works' construction contract modifications, such as quantity changes, change orders and supplemental agreements authorized by the Administrative Code 3.40.27(i) is required to be provided to the Ramsey County Board by county board resolutions 91-061, 2001-93 and B2022-013.

The attached report summarizes authorized changes for the period April 1, 2022 through June 30, 2022. All are within the limits established by resolutions 2001-93 and B2022-013. Resolution B2022-013 adopted the 2022-2026 Transportation Improvement Plan (TIP). The following link provides more detailed information on the TIP and links to current and future construction projects -

<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

Any racial equity impacts would have been identified during the project delivery phase prior to construction.

Community Participation Level and Impact

Each project had gone through the appropriate level of community engagement prior to and during construction. The quarterly construction report is for information and made available to the public through this board agenda item.

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Fiscal Impact

Funding for these projects comes from various sources as identified and approved in the five-year TIP and are accounted for in the Public Works budget on a project basis at the time of contract award. Change orders and supplemental agreements are approved by participating funding agencies prior to execution.

Last Previous Action

On January 11, 2022, the Ramsey County Board adopted the Public Works 2022 - 2026 Transportation Improvement Program (Resolution B2021-013).

Attachments

1. Public Works Construction Quarterly Report Summary

PUBLIC WORKS CONSTRUCTION QUARTERLY REPORT SUMMARY
For 4/1/2022 - 6/30/2022

NOTE: The changes identified below are those which occurred only during the second quarter of 2022.

Contract Number	Amendment Number	Contractor's Name	Date Approved	Amount of Contract	Project	Purpose of Contract Changes	Authority
CC003079	3	Bituminous Roadways, Inc.	6/21/2022	\$ 70,725.91	County Road B2 Resurfacing Project - Fairview to Hamline	Change Order 1 -Due to the need to meet ADA standards and existing field conditions, increases to quantities of the following items were necessary: 2104.618 - Removal and Replace Bituminous Pavement and 2521.517 - 4" Concrete Walk	4.63.40a

Item Number: 2022-414

Meeting Date: 8/16/2022

Sponsor: Finance

Title

May 2022 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 May 2022.

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 May 2022.

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 Ramsey 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. Most 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 May 31, 2022, Ramsey County spent a total of \$85.8 million. Of this total, \$14.7 million on nonprofits, \$4.1 on government entities, \$2.3 on CERT small business, \$1.3 thousand on small minority owned business, \$1.2 million on small minority women owned businesses, \$493 on small woman owned businesses, \$383 thousand on veteran owned businesses, and \$61 million on other types of businesses. The report is updated on a 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.

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>](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.

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Fiscal Impact

Budgeted funds are available for these contracts through designated department budgets.

Last Previous Action

None.

Attachments

- 1. Contract Report May 2022

CONTRACT NUMBER	CONTRACTS		AMOUNT		DEPARTMENT	AUTHORITY
	CONTRACTOR'S NAME	DATE SIGNED	CONTRACT	PURPOSE OF CONTRACT		
SSD 20-039 LIFETRACK	Lifetrack Resources Inc	22-Nov-21	Rate Setting	Contract Amendment #3 to provide in home parenting services. Amendment assigns services to Lutheran Social Services and terminates contract. Contract term shortened from 4/30/23 to 11/30/21 per contract termination date. Agreement is for the period of 5/1/20 through 11/30/21.	Social Services	Res. B2019-284, B2020-249
CC003080	TA Schifsky and Sons Inc.	1-Dec-21	\$19,592.92	Contract Amendment #2 to provide removal and replacement of bituminous surfaces at various Ramsey County park facilities. Amendment increases max NTE by \$19,592.92 from \$1,002,637.48 to \$1,022,230.40. No change in term. Agreement is for the period of 9/22/21 through 12/31/22.	Parks and Recreation	3.40.27h
CORADU2019-9	Vantage Point Psychological	28-Feb-22	Rate Setting	Contract Amendment #1 to add the Juvenile and Family Justice Center and the Juvenile Detention Center to the agreement. Amendment contains language changes. No change to term. Agreement is for the period of 8/26/20 through 8/25/25.	Community Corrections	Res. B2019-285
SSD 20-011 REBOUND	Rebound Inc	18-Apr-22	Rate Setting	Contract Amendment #4 to provide emergency shelter offering culturally specific services supporting short term out-of-home placement for adolescents who have experienced prior trauma. Amendment extends contract from 1/31/22 through 1/31/23 and contains rate changes. Agreement is for the period of 2/15/20 through 1/31/23.	Social Services	Res. B2021-279, 3.40.27h
CC003083	Net Connection LLC.	25-Apr-22	\$ (3,737.00)	Contract Amendment #1 to provide driving range netting repairs at Keller Golf Course. Amendment decreases max NTE by \$3,737.00 from \$96,530.00 to \$92,793.00. No change in term. Agreement is for the period of 10/1/22 through 9/30/22.	Parks and Recreation	3.40.27b

SJ0000006	We Resolve	26-Apr-22	\$40,000.00	Contract to provide group or individual to work with defendants and their families through a peer support model to understand court proceedings. Agreement is for the period of 4/26/22 through 4/25/23.	Office of Safety and Justice	3.40.27c
CC003103	Meyer Contracting Inc.	4-May-22	\$6,698,095.56	Contract to provide for reconstruction of South Shore Boulevard between White Bear Avenue and County Road F/Wildwood Road. Agreement is for the period of 5/5/22 through 12/31/26.	Public Works	Res. B2022-013
SSD 22-024 UNIVERSITYOFMI	University of Minnesota Physicians	5-May-22	Rate Setting	Contract to provide psychiatric evaluation, treatment, consultation and referral services for clients served by Ramsey County's Mental Health Clinic. Agreement is for the period of 5/9/22 through 5/8/23.	Social Services	Res. B2021-279
CC003101	Morries Maplewood	6-May-22	\$73,010.00	Contract to provide a Sprinter van. Agreement is for the period of 5/9/22 through 5/8/23.	Sheriff's Office	3.40.27b
CC003104	Thomas and Sons Construction Inc.	6-May-22	\$749,772.00	Contract to provide University Avenue Rectangular Rapid Flashing Beacon (RRFB) Project. Agreement is for the period of 5/9/22 through 6/30/24.	Public Works	Res. B2022-013
SSD 19-026 LSS	Lutheran Social Service of Minnesota	6-May-22	Rate Setting	Contract Amendment #1 to provide therapeutic preschool services to children referred by Ramsey County who are at risk or involved in child protection. Amendment extends contract from 4/30/22 through 4/30/23. Agreement is for the period of 11/15/21 through 4/30/23.	Social Services	Res. B2020-249
CC003105	Forest Lake Contracting Inc.	6-May-22	\$9,234,845.74	Contract to provide for the reconstruction of Cleveland Avenue - Como to Larpenteur. Agreement is for the period of 5/10/22 through 12/31/25.	Public Works	Res. B2022-013
IPRCO000003	Goff Public Inc.	6-May-22	\$118,741.60 *	Contract Amendment #2 to provide strategic communications. Amendment extends contract from 6/10/23 through 6/10/23. No change in amount. Agreement is for the period of 6/11/18 through 6/10/23.	Communications	3.40.27c

SSD 22-004 METROSOCIAL	Metro Social Services Inc.	6-May-22	\$664,845.00	Contract to provide African American culturally specific school-linked mental health services (SLMH) for students in grades kindergarten through eighth grades (K-8) diagnosed with severe emotional disturbance who attend publicly funded schools in the County. Agreement is for the period of 4/15/22 through 4/17/27.	Social Services	Res. B2021-279
IPRCO000003	Goff Public Inc.	6-May-22	\$100,000.00 *	Contract Amendment #1 to provide strategic communications. Amendment extends contract from 06/10/2021 through 06/10/2022. No change in NTE amount. Agreement is for the period of 6/11/18 through 6/10/22.	Communications	3.40.27c
RC-000447	Billig, Jennifer (DBA Align Consulting LLC.)	10-May-22	Rate Setting	Contract to provide professional consulting services. Agreement is for the period of 5/11/22 through 12/21/25.	Information and Public Records Admin	Res. B2021- 008
PWKS2022-13	Alliant Engineering Inc.	10-May-22	\$87,305.00	Contract to provide construction engineering services on County Road B2 at Lexington Avenue in Roseville. Agreement is for the period of 5/16/22 through 12/31/26.	Public Works	Res. B2022-013
SSD 22-025 KEAUNDERTRAXLE	Traxler, Keaunder M.	10-May-22	Rate Setting	Contract to provide emergency foster care/shelter care. Agreement is for the period of 5/10/22 through 5/9/23.	Social Services	Res. B2021-279
SSD 22-023 SONALDESAIREDD	Desai-Redd, Sonal	10-May-22	Rate Setting	Contract to provide foster care enhanced shelter. Agreement is for the period of 5/10/22 through 5/9/23.	Social Services	Res. B2021-279
CHS16THOMAS ALL002 24A 18	Thomas Allen Inc	12-May-22	\$16,315.00	Contract Amendment #11 to provide Guardianship/ Conservatorship service to indigent individuals. Amendment increases max NTE by \$16,315.00 from \$2,269,603.00 to \$2,285,918.00. No change to term. Agreement is for the period of 1/1/16 through 12/31/22.	Human Services	Res. B2021-279
CC003068	Crescent Resources	12-May-22	Rate Setting	Contract Amendment #1 to provide mobilization, windrow turner and front-end loader services at waste site. Amendment extends contract from 5/31/22 through 5/31/23. Agreement is for the period of 6/1/21 through 5/31/23.	Public Health	3.40.27b

SSD 19-003 CUSTOMIZED SES	Customized Support Options	12-May-22	Rate Setting	Contract Amendment #2 to provide Supported Employment and Personal Support Services. Amendment extends contract from 3/31/22 through 3/31/24 and contains rate changes. No change to term. Agreement is for the period of 4/1/19 through 3/31/24.	Social Services	Res. B2021-279
FASD 22-004 STCATHERINE	Saint Catherine University	12-May-22	\$475,250.00	Contract to provide Career Pathways Adult Education program. Agreement is for the period of 5/20/22 through 12/31/26.	Financial Assistance Services	Res. B2021-269
SSD 21-042 EMPOWER THERAP	Empower Therapeutic Support Services	12-May-22	\$175,000.00	Contract to provide African American culturally specific Structured Family Therapy (SFT) standalone and SFT as a component of Collaborative Intensive Bridging Stabilization (CIBS). Agreement is for the period of 5/13/22 through 5/12/24.	Social Services	Res. B2021-279
SSD 20-060 DUNGARVIN	Dungarvin MN, LLC.	12-May-22	Rate Setting	Contract Amendment #1 to provide employment services to persons with disabilities. Amendment contains a 2% rate increase. No change in term. Agreement is for the period of 11/15/20 through 11/14/23.	Social Services	Res. B2021-279
PWKS2022-14	WSB and Associates Inc.	16-May-22	\$600,210.00	Contract to provide construction engineering services on South Shore Boulevard. Agreement is for the period of 5/15/22 through 12/31/22.	Public Works	Res. B2022-013
RC-000455	BFG Supply Co.	16-May-22	Rate Setting	Cooperative Contract to provide nursery supplies for Ramsey County. Agreement is for the period of 5/16/22 through 5/17/27.	Community Corrections	3.40.27b
CC003106	Quality Locksmith Service	18-May-22	\$250,000.00	Contract to provide locksmith services on an as-needed basis for Ramsey County facilities. Agreement is for the period of 5/19/22 through 5/18/27.	Property Management	3.40.27I
CC003037	Shafer Contracting Co Inc.	18-May-22	\$4,389.00	Contract Amendment #11 to provide provision of supplies, materials, equipment and labor for the Lexington Parkway Realignment. Amendment increases max NTE by \$4,389.00 from \$3,530,831.18 to \$3,535,220.18. No change in term. Agreement is for the period of 6/22/20 through 12/31/22	Public Works	Res. B2020-071

RC-000456	GK and M Enterprises	18-May-22	Rate Setting	Cooperative Contract to provide design, fabrication, delivery, and non-construction installation of interior and exterior facility signage, monument signage, banners, decals, and other related items. Agreement is for the period of 5/18/22 through 5/17/27.	Property Management	3.40.27b
RC-000458	Indigo Signworks Inc.	18-May-22	Rate Setting	Cooperative Contract to provide the design, fabrication, delivery, and non-construction installation of interior and exterior facility signage, monument signage, banners, decals and other related items. Agreement is for the period of 5/18/22 through 5/17/27.	Property Management	3.40.27b
RC-000457	Imagigraphics Corporation	18-May-22	Rate Setting	Cooperative Contract to provide the design, fabrication, delivery, and non-construction installation of interior and exterior facility signage, monument signage, banners, decals and other related items. Agreement is for the period of 5/18/22 through 5/17/27.	Property Management	3.40.27b
RC-000459	Serigraphics Sign Systems Inc.	18-May-22	Rate Setting	Cooperative Contract to provide the design, fabrication, delivery, and non-construction installation of interior and exterior facility signage, monument signage, banners, decals and other related items. Agreement is for the period of 5/18/22 through 5/17/27.	Property Management	3.40.27b
CC003008	Redstone Construction LLC	18-May-22	\$4,435.85	Contract Amendment #8 to perform reconstruction of Dale Street - Iglehart Avenue to University Avenue. Amendment increases max NTE by \$4,435.85 from \$12,117,794.40 to \$12,122,230.25. No change in term. Agreement is for the period of 3/1/20 through 12/31/22.	Public Works	Res. B2019-049
RC-000339	Auto Truck Service Co. Inc.	18-May-22	Rate Setting	Cooperative Contract Amendment #2 to provide automotive and light truck auto body and mechanical repairs. Amendment contains rate changes and extends contract from 5/31/22 through 5/31/23. Agreement is for the period of 6/1/20 through 5/31/23.	Public Works	3.40.27b

PH000923	Vetter, Sara	19-May-22	\$39,000.00 *	Contract Amendment #4 to provide lab director services for Saint Paul - Ramsey County Public Health Laboratory. Amendment contains rate changes and extends contract from 5/31/22 through 5/31/23. No change in actual NTE amount. Agreement is for the period of 6/1/18 through 5/31/23.	Public Health	3.40.27c
CC003021	A Pane in the Glass Construction	19-May-22	Rate Setting	Contract Amendment #3 to provide a quality "mid-range" vinyl window series for projects enrolled in Saint Paul - Ramsey County Public Health's (SPRCPH) Lead and Healthy Homes program. Amendment contains a 5% rate increase and extends contract from 5/31/22 through 5/31/23. Agreement is for the period of 6/1/20 through 5/31/23.	Public Health	3.40.27b
RC-000432	Column Case Management	20-May-22	Rate Setting	Cooperative Contract to provide an secure intake tool for reporting workplace conduct concerns and a secure case management tool for managing and tracking investigations and corrective actions. Agreement is for the period of 5/20/22 through 5/19/27.	County Manager	Res. B2020-057
CC003099	Apres Inc.	20-May-22	\$175,000.00	Contract to provide tent rental services as needed, upon request. Agreement is for the period of 6/1/22 through 5/31/23.	Property Tax, Records, and Election Services	3.40.27b
SSD 20-043 NORTHEAST DTH	Northeast Contemporary Service Inc.	20-May-22	Rate Setting	Contract Amendment #2 to provide day training and habilitation along with employment services. Amendment contains rate changes. No change to term. Agreement is for the period of 5/1/20 through 4/30/23.	Social Services	Res. B2021-279
SSD 20-057 PHOENIX	Phoenix Alternatives Inc.	20-May-22	Rate Setting	Contract Amendment #2 to provide Supported Employment and Day Training and Habilitation Services. Amendment contains rate changes. No change to term. Agreement is for the period of 9/15/20 through 9/14/23.	Social Services	Res. B2021-279
SSD 21-029 WINGSPANLIFERE	Wingspan Life Resources	20-May-22	Rate Setting	Contract Amendment #1 to provide employment services to persons living with disabilities. Amendment contains rate changes. No change to term. Agreement is for the period of 8/15/21 through 8/14/24.	Social Services	Res. B2021-279

RC-000450	Cunningham, Richard	23-May-22	Rate Setting	Cooperative Contract to provide professional consulting services. Agreement is for the period of 5/23/22 through 5/21/25	Information and Public Records	B2020-269, B2021-008
SSD 21-037 SOLIDGROUND	Solid Ground	25-May-22	\$110,000.00 *	Contract Amendment #1 to provide site-based transitional housing to Mothers First participants in need of housing and supportive services. Amendment extends contract from 5/23/22 through 11/23/22 and contains language changes. No change in NTE amount. Agreement is for the period of 11/24/21 through 11/23/22.	Social Services	3.40.27c
CC003022	A-Craft Windows	26-May-22	Rate Setting	Contract Amendment #2 to provide a quality "mid-range" vinyl window series for projects enrolled in Saint Paul - Ramsey County Public Health's (SPRCPH) Lead and Healthy Homes program. Amendment contains a 5% rate increase and extends contract from 5/31/22 through 5/31/23. Agreement is for the period of 6/1/20 through 5/31/23.	Public Health	3.40.27b
SWCD5	Endangered Resource Services LLC	26-May-22	\$175,000.00	Contract to provide zebra mussel surveying at various Ramsey County locations. Agreement is for the period of 5/23/22 through 5/22/27.	Soil and Water	3.40.27c
PH001089	Waste Management Inc.	26-May-22	Rate Setting	Contract Amendment #2 to provide recycling and municipal solid waste management. Amendment contains rate changes. No change to term or actual NTE. Agreement is for the period of 1/1/21 through 12/31/22.	Public Health	Res. B2020-268
PH001088	Information Specialists Group, Inc.	26-May-22	\$157,850.00 *	Contract Amendment #1 to provide survey of Ramsey County residents and businesses on Recycling and Solid Waste Management. Amendment contains rate changes. No change to term. Agreement is for the period of 10/12/20 through 6/23/23.	Public Health	3.40.27c
CC003108	Lake Management Inc	31-May-22	\$175,000.00	Contract to provide provision of labor and materials for aquatic nuisance control for various county lakes. Agreement is for the period of 6/1/22 through 5/31/23.	Public Works	3.40.27b

RC-000291	McLenmore Holdings LLC	31-May-22	Rate Setting	Cooperative Contract Amendment #1 to provide for community engagement services. Amendment closes contract due to a name change and reassigns to contract RC-000291A under new name. Agreement closing date shortened from 11/10/24 to 5/24/22. Agreement is for the period of 11/11/19 through 5/24/22.	County Manager	Res. B2018-297
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GRANT & REVENUE AGREEMENTS

CONTRACT NUMBER	GRANTOR	DATE SIGNED	AMOUNT		DEPARTMENT	AUTHORITY
			OF GRANT	PURPOSE OF GRANT		
R000603 ISD916 SHRF	Northeast Metropolitan ISD #916	22-Apr-22	\$35,997.56	Revenue Agreement Amendment #2 to provide one additional School Resource Officer at Northeast Metropolitan Intermediate School District #916. Amendment increases the max NTE by \$35,997.56 from \$94,707.89 to \$130,705.45. No change in term. Agreement is for the period of 7/1/21 through 6/30/22.	Sheriff's Office	3.40.27d
PH001116	City of Lauderdale	23-Apr-22	\$1,100.00	Grant Amendment #1 to provide for SCORE recycling funding. Amendment corrects a error in initial max NTE calculation and sets correct amount at \$6,363.00 from incorrect total of \$5,263.00 for a increase in \$1,100.00. Contract extended to allow corrected payment to vendor, with no change to actual contract term. Agreement is for the period of 1/1/21 through 12/31/21.	Public Health	Res. B'2018-217
G000901 HIDTA SHRF	High Intensity Drug Trafficking Areas	5-May-22	\$316,000.00	Grant to provide assistance to law enforcement agencies operating in areas determined to be critical drug-trafficking regions of the United States.	Sheriff's Office	Res. B2020-081
G000902 MNDNR SHRF	State of Minnesota Department of Natural Resources	12-May-22	\$14,000.00	Grant to provide reimbursement for additional boating safety patrol of lakes and rivers in Ramsey County. Agreement is for the period of 5/13/22 through 9/5/22.	Sheriff's Office	3.40.39d

G000838 ESG-CV FACE TO FACE HWAD	Face to Face Health & Counseling Services, Inc.	13-May-22	\$156,645.00 *	Grant Agreement Amendment #1 to provide or Rapid Rehousing (RRH) programs. Amendment extends contract from 4/30/22 through 8/31/22. No change in NTE amount. Agreement is for the period of 1/1/21 through 8/31/22.	Economic Growth and Community Investment	Res. B2019-450
PUBW 0000056845	New Brighton Ford	16-May-22	\$29,686.00	Large Purchase Order to provide furnish and delivery of an 2017 Ford Transit Connect Wagon. Agreement is for the period of 5/11/22 through 12/31/22.	Public Works	3.40.27b
PW2021-07	City of Roseville	18-May-22	\$62,064.75	Cooperative Agreement to provide sidewalk Construction and on-going maintenance for Rice Street between County Road C-2 and Owasso Boulevard. Agreement is for the period of 5/11/22 through 12/37/22.	Public Works	Res. B2021-040

FINAL PAYMENTS

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE OF FINAL PAYMENT	AMOUNT OF FINAL PAYMENT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
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EMERGENCY PURCHASES

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
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SINGLE SOURCE PURCHASES

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
BA000061	Abdo Financial Solutions LLC.	6-May-22	\$175,000.00	Contract to provide staff augmentation for Debt & Investment area. Agreement is for the period of 5/9/22 through 5/8/23.	Finance	3.40.27c
CED000010	Center for Economic Inclusion	10-May-22	\$175,000.00	Contract to provide consulting on enhancing measurement of key performance indicators of racial equity and inclusion across Ramsey County. Agreement is for the period of 5/11/22 through 5/10/23.	County Manager	3.40.27c

SJ0000005	Sethuraju, Raj	12-May-22	\$175,000.00	Contract to provide professional consulting as an integral member of the Appropriate Responses planning team. Agreement is for the period of 5/1/22 through 4/30/27.	Office of Safety and Justice	3.40.27c
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SOLE SOURCE PURCHASES

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
SSD 21-006 HENNEPIN	Hennepin County	4-May-22	\$94,920.00	Contract to provide EZ-Info System Support and Maintenance of interactive voice response system. Agreement is for the period of 5/1/22 through 4/30/24.	Social Services	3.40.33c
PH001193	Radical Health Alliance	19-May-22	\$123,533.00	Contract to provide consultation services to support building a weight inclusive Ramsey County. Agreement is for the period of 5/16/22 through 10/31/22.	Public Health	3.40.33c
HWAD 21-004 PROSPERITY	Washington Institute	23-May-22	\$30,000.00	Contract to provide training on Family Centered Coaching (FCC). Training will include: an initial survey and report, training sessions, FCC resources and assistance for family coaches, supervisors, and selected County Staff. Agreement is for the period of 5/16/22 through 5/15/24.	Social Services	3.40.33c